

**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

**MOTION RECORD OF THE RECEIVER
(VOLUME II of III)**

May 12, 2021

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Court-appointed receiver

TO: **THE SERVICE LIST**

**ONTARIO
SUPERIOR COURT OF JUSTICE
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APPENDIX "1"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

FRIDAY, THE 15th

JUSTICE T. McEWEN

)

DAY OF JANUARY, 2021

)

BETWEEN:



FIRST COMMERCIAL BANK

Applicant

- and -

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

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**IN THE MATTER OF THE RECEIVERSHIP OF
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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, no one else appearing although duly served as appears from two affidavits of service of Vered Shimon sworn December 31, 2020 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; provided, should any Person who is not named in paragraph 3(r) hereof object to being examined under oath following receipt of a notice of examination, that Person may present their objection to this Court.

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.

McE T.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JAN 21 2021

PER / PAR:



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. CV-20-00654057-00CL

15 Jan 21

Order to go as per the draft filed and signed for the reasons set out in my handwritten endorsement of today's date.

McE T.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**Proceeding commenced at
Toronto**

**ORDER
(Appointing Receiver)**

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

APPENDIX "2"

Daniel Richer

From: Philip Gennis <PGennis@spergel.ca>
Sent: January-15-21 6:08 PM
To: timurzhao@gmail.com
Cc: Paula Amaral; Daniel Richer; Philip Gennis
Subject: [EXT] ZM Global Inc. and - HONG LOU XU - In Receivership
Attachments: Endorsement of Justice McEwen dated January 15, 2021.pdf; Receivership Order Justice McEwen January 15, 2021.pdf

Importance: High

Mr. Zhao,

Msi Spergel inc., is the court-appointed Receiver over ZM Global Inc., and Hong Lou Xu.
A copy of the judge's endorsement and the signed Order is attached.

In accordance with the Court Order, we require from you the following on a preliminary basis only::

1. Copies of leases of any of the units owned by ZM Global located in 7250 Keele Street, Concord, ON together with any post-dated rent cheques on hand;
2. Full contact information for all tenants;
3. Financial Records for XM Global Inc., for the past two years, including HST Notices; Payroll Tax Notices; Financial Statements
4. Detailed list of creditors including name, address and amount owed;
5. Detailed list of employees including name, address, length of time employed and amount unpaid;
6. Copy of insurance policy over the ten units;
7. Contact information for Mr. Xu.

I look forward to hearing from you.

Philip Gennis, J.D., CIRP, LIT | Partner

msi Spergel Inc. | Licensed Insolvency Trustees
505 Consumers Road, Suite 200, North York, M2J 4V8
T/F: 416-498-4325 | C: (416) 457-4773
PGennis@spergel.ca | www.spergelcorporate.ca

Insolvency • Restructuring • Consulting



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APPENDIX "3"



Comparative Market Analysis

January 29, 2021

Prepared For

Philip Gennis, J.D., CIRP, LIT
msi Spergel Inc. | Licensed Insolvency Trustees |
&
Paula Amaral CPA, CMA | Manager, Corporate Recovery

Prepared By

NARINDER BHACHU , B,Eng
Salesperson
nbhachu.realty@gmail.com
Tel: 416-417-8087
Work: 416-798-7070

INTERCITY REALTY INC., BROKERAGE
3600 Langstaff Rd., Ste 14
Vaughan, ON L4L9E7
416-798-7070

January 29, 2021

Dear Philip,

Thank you for the opportunity to present this Comparative Market Analysis. This report of current and past market activity compares your property with other properties. The analysis enables you to compare property features to assist you in determining the best pricing strategy for today's market.

I look forward to working with you in the future. I am committed to providing you with professional and dedicated service. Should you require any further information, please call.

Sincerely,

NARINDER BHACHU , B,Eng
Salesperson
nbhachu.reealty@gmail.com
Tel: 416-417-8087
Work: 416-798-7070






INTERCITY REALTY INC., BROKERAGE
3600 Langstaff Rd., Ste14
Vaughan, ON L4L9E7
416-798-7070

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Side-by-Side Property Comparison






	On the Market	On the Market	On the Market	On the Market	On the Market
					
MLS#:	N5090381	N5075400	N4986797	N5092064	N4930100
Address:	7250 Keele St	7250 Keele St	7250 Keele St	7250 Keele St	7250 Keele St
Municipality:	Vaughan	Vaughan	Vaughan	Vaughan	Vaughan
Community:	Concord	Concord	Concord	Concord	Concord
Postal Code:	L4K1Z8	L4K1Z8	L4K1Z8	L4K1Z8	L4K1Z8
Type:	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail
Use:	Retail Store Related	Retail Store Related			Retail Store Related
Category:	Commercial Condo	Commercial Condo	Commercial Condo	Multi-Use	Retail
Zoning:	Commercial	Commercial	Pbm1	Commercial	Commercial
Total Area:	0 Sq Ft	691 Sq Ft	430 Sq Ft	691 Sq Ft	430 Sq Ft
Office/Apt Area:	440 Sq Ft				
Industrial Area:					
Retail Area:	0 Sq Ft	440 Sq Ft	430 Sq Ft	440 Sq Ft	430 Sq Ft
Freestanding:	Y	N	Y	Y	N
%Building:					
Washrooms:	13				
Basement:	N			N	N
Heat:	Other	Gas Forced Air Open	Gas Forced Air Open	Gas Forced Air Open	Gas Forced Air Open
A/C:	Y	Y	N	Y	Y
Amps:					
Volts:					
Elevator:	Public				
Outside Storage:					
Rail:	A				
Garage Type:	Outside/Surface	Visitor	Outside/Surface	None	None
#parking Spaces:					
Lot Size:	21 x 20 Feet Unit	0 x 0 Feet Unit	0 x 0 Feet Lot	21 x 20 Feet Unit	0 x 0 Feet Unit
Clear Height:					
Truck Lvl:	2				
Grade Lvl:					
Drive-In:					
Double Man:					
Lease Term:					
Last Status:	New	New	Pc	New	New
Contract Date:	1/21/2021	1/05/2021	11/11/2020	1/22/2021	9/26/2020
Sold Date:					
Expiry Date:	4/20/2021	12/31/2021	2/11/2021	1/22/2022	3/26/2021
Days on Market:	8	24	79	7	125
Taxes:	\$4,667.40 / 2020 / Annual	\$4,400.00 / 2020 / Annual	\$4,816.16 / 2020 / Annual	\$4,400.00 / 2020 / Annual	\$4,816.67 / 2020 / Annual
Sale/Lease:	Sale	Sale	Sale	Sale	Sale
Lease Terms:					
Original Price:	\$129,900.00	\$139,000.00	\$165,000.00	\$150,000.00	\$159,000.00
List Price:	\$129,900.00	\$139,000.00	\$149,000.00	\$150,000.00	\$159,000.00
Sold Price:					
Adjustments:					
Price:	\$129,900.00	\$139,000.00	\$149,000.00	\$150,000.00	\$159,000.00
Adjustments:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Price:	\$129,900.00	\$139,000.00	\$149,000.00	\$150,000.00	\$159,000.00

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	On the Market	On the Market	On the Market	On the Market	On the Market
					
MLS#:	N4876081	N5079686	N4914053	N5092633	N5094047
Address:	7250 Keele St	7250 Keele St	7250 Keele St	7250 Keele St N	7250 Keele St
Municipality:	Vaughan	Vaughan	Vaughan	Vaughan	Vaughan
Community:	Concord	Concord	Concord	Concord	Concord
Postal Code:	L4K1Z8	L4K1Z8	L4K1Z8	L4K1Z8	L4K1Z8
Type:	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail
Use:		Retail Store Related			Retail Store Related
Category:	Multi-Use	Commercial Condo	Commercial Condo	Multi-Use	Commercial Condo
Zoning:	Commercial	Commercial	Commercial	Commercial	Commercial
Total Area:	691 Sq Ft	500 Sq Ft	691 Sq Ft	691 Sq Ft	864 Sq Ft
Office/Apt Area:		500 Sq Ft		Sq Ft	
Industrial Area:			0 Sq Ft		
Retail Area:	440 Sq Ft	500 Sq Ft	440 Sq Ft	440 Sq Ft	864 Sq Ft
Freestanding:	N	N	N	Y	N
%Building:					
Washrooms:					
Basement:		N	N	N	N
Heat:	Gas Forced Air Closd	Gas Forced Air Open	Gas Forced Air Closd	Gas Forced Air Open	Gas Forced Air Open
A/C:	Y	Y	Y	Y	Y
Amps:					
Volts:					
Elevator:			None		Public
Outside Storage:					N
Rail:		N	N		
Garage Type:	Outside/Surface	None	Outside/Surface	None	Outside/Surface
#parking Spaces:					1500
Lot Size:	22 x 20 Feet Unit		Feet Unit	21 x 20 Feet Unit	
Clear Height:			0		
Truck Lvl:					
Grade Lvl:					
Drive-In:					
Double Man:					
Lease Term:					
Last Status:	New	New	New	New	New
Contract Date:	8/18/2020	1/07/2021	9/15/2020	1/23/2021	1/25/2021
Sold Date:					
Expiry Date:	2/17/2021	4/07/2021	12/31/2021	5/01/2021	6/30/2021
Days on Market:	164	22	136	6	4
Taxes:	\$4,200.00 / 2020 / Annual	\$4,816.00 / 2020 / Annual	\$4,816.15 / 2020 / Annual	\$5,131.96 / 2020 / Annual	\$6,764.28 / 2020 / Annual
Sale/Lease:	Sale	Sale	Sale	Sale	Sale
Lease Terms:					
Original Price:	\$179,000.00	\$179,000.00	\$210,000.00	\$221,000.00	\$249,900.00
List Price:	\$179,000.00	\$179,000.00	\$210,000.00	\$221,000.00	\$249,900.00
Sold Price:					
Adjustments:					
Price:	\$179,000.00	\$179,000.00	\$210,000.00	\$221,000.00	\$249,900.00
Adjustments:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Price:	\$179,000.00	\$179,000.00	\$210,000.00	\$221,000.00	\$249,900.00

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	On the Market	On the Market	On the Market	On the Market	On the Market
					
MLS#:	N4925985	N4973575	N4906345	N4906364	N4960906
Address:	7250 Keele St	7250 Keele St	7250 Keele St	7250 Keele St	7250 Keele St
Municipality:	Vaughan	Vaughan	Vaughan	Vaughan	Vaughan
Community:	Concord	Concord	Concord	Concord	Concord
Postal Code:	L4K1Z8	L4K 1Z8	L4K1Z8	L4K1Z8	L4K1Z8
Type:	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail
Use:			Retail Store Related	Retail Store Related	Retail Store Related
Category:	Commercial Condo	Retail	Retail	Retail	Retail
Zoning:	Commercial-Condo	Commercial	Commercial	Commercial	Commercial
Total Area:	691.06 Sq Ft	691 Sq Ft	691 Sq Ft	691 Sq Ft	671 Sq Ft
Office/Apt Area:		0 Sq Ft			
Industrial Area:		0 Sq Ft			
Retail Area:	491 Sq Ft	444,000 Sq Ft	440 Sq Ft	440 Sq Ft	440 Sq Ft
Freestanding:	N	N	N	N	N
%Building:					
Washrooms:					
Basement:		N			N
Heat:	Gas Forced Air Closd	Gas Forced Air Open	Gas Forced Air Open	Gas Forced Air Open	Gas Forced Air Closd
A/C:	Y	Y	Y	Y	Y
Amps:					
Volts:					
Elevator:		None			
Outside Storage:					
Rail:		N			
Garage Type:	Outside/Surface	Outside/Surface	Outside/Surface	Outside/Surface	Visitor
#parking Spaces:					
Lot Size:	0 x 0 Feet Unit	0 x 0 Feet Unit	0 x 0 Feet Building	0 x 0 Feet Building	20 x 22 Feet Unit
Clear Height:		0			
Truck Lvl:		0			
Grade Lvl:		0			
Drive-In:		0			
Double Man:		0			
Lease Term:					
Last Status:	New	New	New	New	New
Contract Date:	9/22/2020	10/30/2020	9/10/2020	9/10/2020	10/19/2020
Sold Date:					
Expiry Date:	3/22/2021	1/29/2021	9/10/2022	9/10/2022	4/18/2021
Days on Market:	129	91	141	141	102
Taxes:	\$2,010.00 / 2019 / Annual	\$4,816.16 / 2020 / Annual	\$4,500.00 / 2019 / Annual	\$2,019.00 / 4500 / Annual	\$4,958.65 / 2019 / Annual
Sale/Lease:	Sale	Sale	Sale	Sale	Sale
Lease Terms:					
Original Price:	\$260,000.00	\$291,000.00	\$299,000.00	\$299,000.00	\$299,900.00
List Price:	\$260,000.00	\$291,000.00	\$299,000.00	\$299,000.00	\$299,900.00
Sold Price:					
Adjustments:					
Price:	\$260,000.00	\$291,000.00	\$299,000.00	\$299,000.00	\$299,900.00
Adjustments:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Price:	\$260,000.00	\$291,000.00	\$299,000.00	\$299,000.00	\$299,900.00

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	On the Market	On the Market	On the Market	Recently Sold	Recently Sold
					
MLS#:	N4981219	N4906373	N4906393	N4755769	N4812681
Address:	7250 Keele St	7250 Keele St	7250 Keele St	7250 Keele St	7250 Keele St
Municipality:	Vaughan	Vaughan	Vaughan	Vaughan	Vaughan
Community:	Concord	Concord	Concord	Concord	Concord
Postal Code:	L4K1Z8	L4K1Z8	L4K1Z8	L4K1Z8	L4K1Z8
Type:	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail
Use:	Retail Store Related	Retail Store Related	Retail Store Related		
Category:	Commercial Condo	Retail	Retail	Multi-Use	Retail
Zoning:	Commercial/Retail	Commercial	Commercial	Commercial	Commercial
Total Area:	880 Sq Ft	691 Sq Ft	691 Sq Ft	691 Sq Ft	641 Sq Ft
Office/Apt Area:					
Industrial Area:					
Retail Area:	100 %	440 Sq Ft	440 Sq Ft	440 Sq Ft	440 Sq Ft
Freestanding:	N	N	N	Y	Y
%Building:					
Washrooms:					
Basement:	N			N	
Heat:	Gas Forced Air Closd	Gas Forced Air Open	Gas Forced Air Open	Gas Forced Air Open	Gas Forced Air Open
A/C:	Y	Y	Y	Y	Y
Amps:					
Volts:					
Elevator:	None				
Outside Storage:					
Rail:	N				
Garage Type:	Outside/Surface	Outside/Surface	Outside/Surface	None	None
#parking Spaces:					
Lot Size:	0 x 0 Feet Unit	0 x 0 Feet Building	0 x 0 Feet Building	21 x 20 Feet Unit	20 x 22 Feet Unit
Clear Height:					
Truck Lvl:					
Grade Lvl:					
Drive-In:					
Double Man:					
Lease Term:					
Last Status:	New	Pc	New	Sld	Sld
Contract Date:	11/06/2020	9/10/2020	9/10/2020	5/05/2020	6/29/2020
Sold Date:				6/09/2020	9/08/2020
Expiry Date:	3/30/2021	9/10/2022	9/10/2022	9/30/2020	9/29/2020
Days on Market:	84	141	141	35	71
Taxes:	\$4,816.15 / 2020 / Annual	\$2,019.00 / 4500 / Annual	\$4,500.00 / 2019 / Annual	\$4,958.62 / 2019 / Annual	\$4,500.00 / 2020 / Annual
Sale/Lease:	Sale	Sale	Sale	Sale	Sale
Lease Terms:					
Original Price:	\$350,000.00	\$299,000.00	\$366,000.00	\$1.00	\$174,900.00
List Price:	\$350,000.00	\$360,000.00	\$366,000.00	\$1.00	\$169,000.00
Sold Price:				\$305,000.00	\$155,000.00
<u>Adjustments:</u>					
Price:	\$350,000.00	\$360,000.00	\$366,000.00	\$305,000.00	\$155,000.00
Adjustments:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Price:	\$350,000.00	\$360,000.00	\$366,000.00	\$305,000.00	\$155,000.00

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	Recently Sold	Recently Sold	Recently Sold
			
MLS#:	N4411821	N4871032	N5072926
Address:	7250 Keele St	7250 Keele St	7250 Keele St
Municipality:	Vaughan	Vaughan	Vaughan
Community:	Concord	Concord	Concord
Postal Code:	L4K1Z8	L4K1Z8	L4K1Z8
Type:	Commercial/Retail	Commercial/Retail	Commercial/Retail
Use:			Retail Store Related
Category:	Retail	Commercial Condo	Retail
Zoning:	Commercial/Retail	Commercial	Commercial
Total Area:	440 Sq Ft	691 Sq Ft	1,382 Sq Ft
Office/Apt Area:			
Industrial Area:			
Retail Area:	440 Sq Ft	430 Sq Ft	880 Sq Ft
Freestanding:	N	N	N
%Building:	100		
Washrooms:			
Basement:			
Heat:	Gas Forced Air Open	Gas Forced Air Closd	Gas Forced Air Closd
A/C:	Y	Y	Y
Amps:			
Volts:			
Elevator:			
Outside Storage:			
Rail:			
Garage Type:	Plaza	Outside/Surface	Outside/Surface
#parking Spaces:			
Lot Size:	23 x 21 Feet Unit	0 x 0 Feet Unit	44 x 20 Feet Unit
Clear Height:			
Truck Lvl:			
Grade Lvl:			
Drive-In:			
Double Man:			
Lease Term:			
Last Status:	Sld	Sld	Sld
Contract Date:	4/10/2019	8/10/2020	1/01/2021
Sold Date:	4/11/2019	9/17/2020	1/27/2021
Expiry Date:	4/01/2020	12/31/2020	12/31/2021
Days on Market:	1	38	26
Taxes:	\$4,772.00 / 2018 / Annual	\$5,131.96 / 2020 / Annual	\$8,928.72 / 2020 / Annual
Sale/Lease:	Sale	Sale	Sale
Lease Terms:			
Original Price:	\$198,000.00	\$275,000.00	\$296,000.00
List Price:	\$198,000.00	\$275,000.00	\$296,000.00
Sold Price:	\$170,000.00	\$100,000.00	
<u>Adjustments:</u>			
Price:	\$170,000.00	\$100,000.00	\$296,000.00
Adjustments:	\$0.00	\$0.00	\$0.00
Adjusted Price:	\$170,000.00	\$100,000.00	\$296,000.00

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Comparable Summary

On the Market

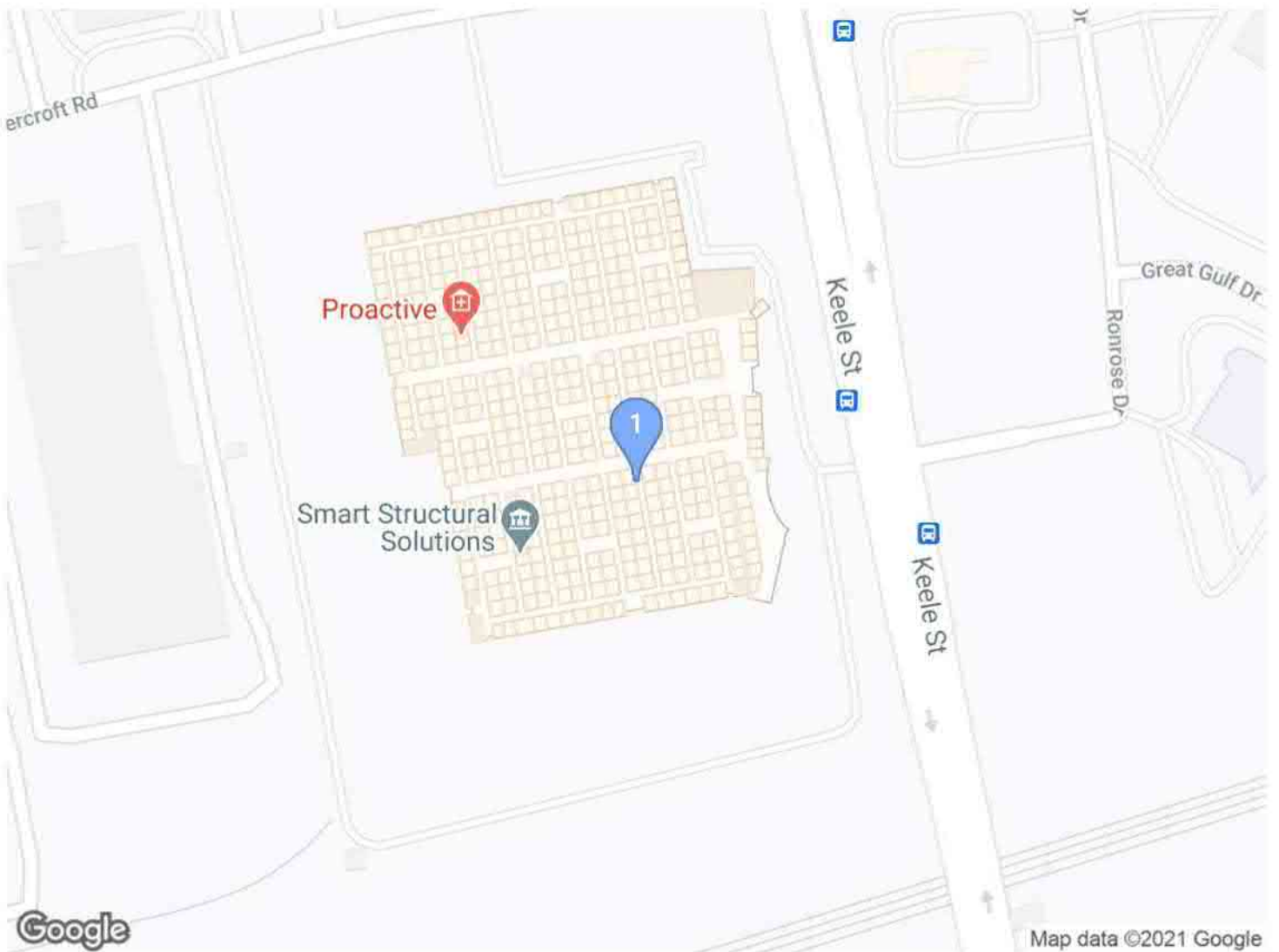
Address	Municipality	Type	Total Area		Orig Price	List Price	Adj Price	Price Code	Contract Date	DOM
7250 Keele St	Vaughan	Commercial/Retail	0.00	Sq Ft	\$129,900.00	\$129,900.00	\$129,900.00	For Sale	1/21/2021	8
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$139,000.00	\$139,000.00	\$139,000.00	For Sale	1/05/2021	24
7250 Keele St	Vaughan	Commercial/Retail	430.00	Sq Ft	\$165,000.00	\$149,000.00	\$149,000.00	For Sale	11/11/2020	79
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$150,000.00	\$150,000.00	\$150,000.00	For Sale	1/22/2021	7
7250 Keele St	Vaughan	Commercial/Retail	430.00	Sq Ft	\$159,000.00	\$159,000.00	\$159,000.00	For Sale	9/26/2020	125
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$179,000.00	\$179,000.00	\$179,000.00	For Sale	8/18/2020	164
7250 Keele St	Vaughan	Commercial/Retail	500.00	Sq Ft	\$179,000.00	\$179,000.00	\$179,000.00	For Sale	1/07/2021	22
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$210,000.00	\$210,000.00	\$210,000.00	For Sale	9/15/2020	136
7250 Keele St N	Vaughan	Commercial/Retail	691.00	Sq Ft	\$221,000.00	\$221,000.00	\$221,000.00	For Sale	1/23/2021	6
7250 Keele St	Vaughan	Commercial/Retail	864.00	Sq Ft	\$249,900.00	\$249,900.00	\$249,900.00	For Sale	1/25/2021	4
7250 Keele St	Vaughan	Commercial/Retail	691.06	Sq Ft	\$260,000.00	\$260,000.00	\$260,000.00	For Sale	9/22/2020	129
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$291,000.00	\$291,000.00	\$291,000.00	For Sale	10/30/2020	91
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$299,000.00	\$299,000.00	\$299,000.00	For Sale	9/10/2020	141
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$299,000.00	\$299,000.00	\$299,000.00	For Sale	9/10/2020	141
7250 Keele St	Vaughan	Commercial/Retail	671.00	Sq Ft	\$299,900.00	\$299,900.00	\$299,900.00	For Sale	10/19/2020	102
7250 Keele St	Vaughan	Commercial/Retail	880.00	Sq Ft	\$350,000.00	\$350,000.00	\$350,000.00	For Sale	11/06/2020	84
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$299,000.00	\$360,000.00	\$360,000.00	For Sale	9/10/2020	141
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$366,000.00	\$366,000.00	\$366,000.00	For Sale	9/10/2020	141
# Properties: 18			Averages:		632.00	\$235,872.22	\$238,372.22	\$238,372.22		86

Recently Sold

Address	Municipality	Type	Total Area		List Price	Sold Price	Adj Price	Price Code	% List	Sold Date	DOM
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$1.00	\$305,000.00	\$305,000.00	For Sale		6/09/2020	35
7250 Keele St	Vaughan	Commercial/Retail	641.00	Sq Ft	\$169,000.00	\$155,000.00	\$155,000.00	For Sale	92	9/08/2020	71
7250 Keele St	Vaughan	Commercial/Retail	440.00	Sq Ft	\$198,000.00	\$170,000.00	\$170,000.00	For Sale	86	4/11/2019	1
7250 Keele St	Vaughan	Commercial/Retail	691.00	Sq Ft	\$275,000.00	\$100,000.00	\$100,000.00	For Sale	36	9/17/2020	38
7250 Keele St	Vaughan	Commercial/Retail	1382.00	Sq Ft	\$296,000.00		\$296,000.00			1/27/2021	26
# Properties: 5			Averages:		769.00	\$187,600.20	\$182,500.00	\$205,200.00	71		34

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Map



Comparables

#	MLS#	Address	Municipality	Type	Use	Total Area	Price	LSC
1	N5090381	7250 Keele St	Vaughan	Commercial Condo	Retail Store Related	0 Sq Ft	\$129,900.00 For Sale	NEW
2	N5075400	7250 Keele St	Vaughan	Commercial Condo	Retail Store Related	691 Sq Ft	\$139,000.00 For Sale	NEW
3	N4986797	7250 Keele St	Vaughan	Commercial Condo		430 Sq Ft	\$149,000.00 For Sale	PC
4	N5092064	7250 Keele St	Vaughan	Multi-Use		691 Sq Ft	\$150,000.00 For Sale	NEW
5	N4930100	7250 Keele St	Vaughan	Retail	Retail Store Related	430 Sq Ft	\$159,000.00 For Sale	NEW
6	N4876081	7250 Keele St	Vaughan	Multi-Use		691 Sq Ft	\$179,000.00 For Sale	NEW
7	N5079686	7250 Keele St	Vaughan	Commercial Condo	Retail Store Related	500 Sq Ft	\$179,000.00 For Sale	NEW
8	N4914053	7250 Keele St	Vaughan	Commercial Condo		691 Sq Ft	\$210,000.00 For Sale	NEW
9	N5092633	7250 Keele St N	Vaughan	Multi-Use		691 Sq Ft	\$221,000.00 For Sale	NEW
10	N5094047	7250 Keele St	Vaughan	Commercial Condo	Retail Store Related	864 Sq Ft	\$249,900.00 For Sale	NEW
11	N4925985	7250 Keele St	Vaughan	Commercial Condo		691.06 Sq Ft	\$260,000.00 For Sale	NEW
12	N4973575	7250 Keele St	Vaughan	Retail		691 Sq Ft	\$291,000.00 For Sale	NEW
13	N4906345	7250 Keele St	Vaughan	Retail	Retail Store Related	691 Sq Ft	\$299,000.00 For Sale	NEW
14	N4906364	7250 Keele St	Vaughan	Retail	Retail Store Related	691 Sq Ft	\$299,000.00 For Sale	NEW
15	N4960906	7250 Keele St	Vaughan	Retail	Retail Store Related	671 Sq Ft	\$299,900.00 For Sale	NEW
16	N4981219	7250 Keele St	Vaughan	Commercial Condo	Retail Store Related	880 Sq Ft	\$350,000.00 For Sale	NEW
17	N4906373	7250 Keele St	Vaughan	Retail	Retail Store Related	691 Sq Ft	\$360,000.00 For Sale	PC

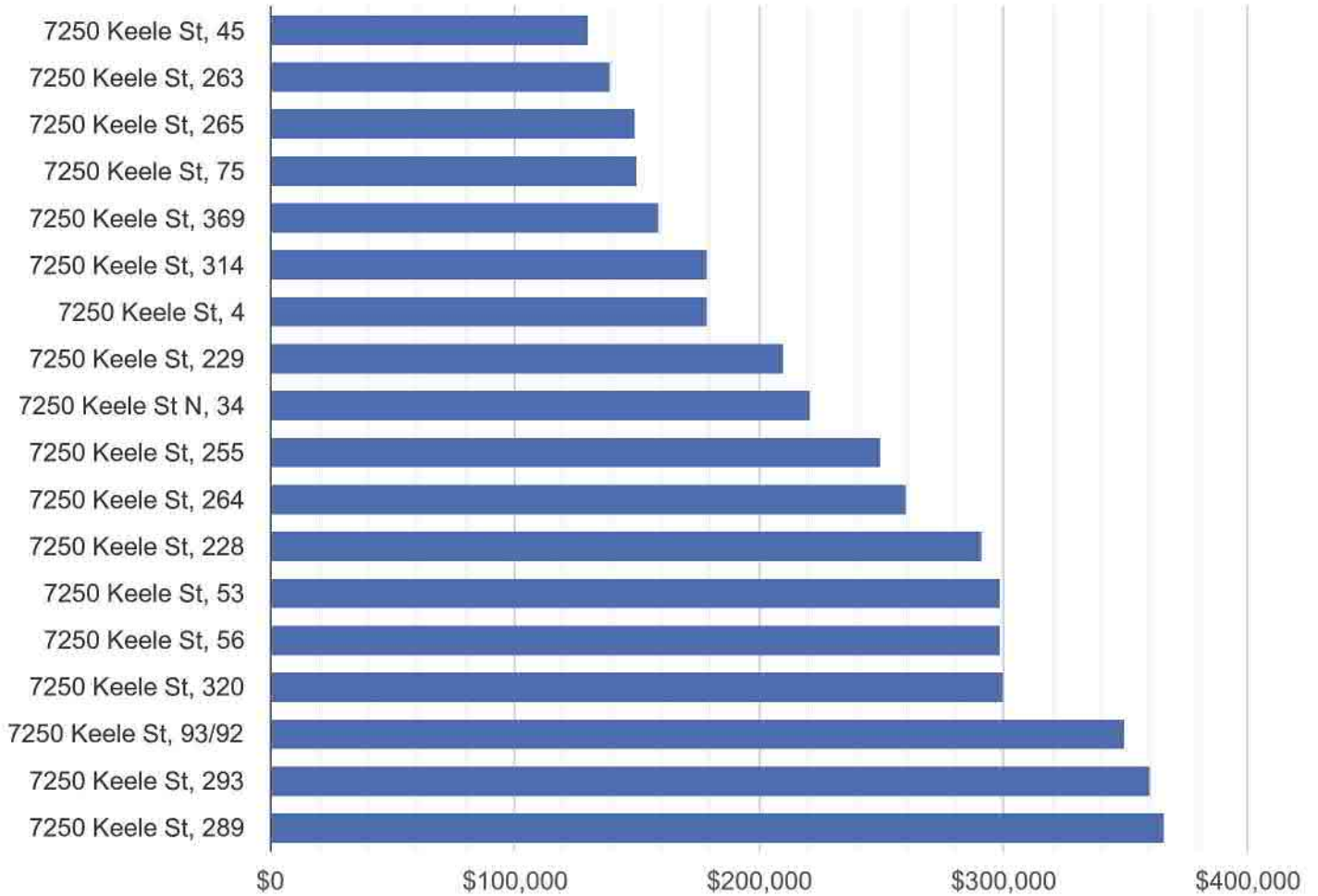
#	MLS#	Address	Municipality	Type	Use	Total Area	Price	LSC
18	N4906393	7250 Keele St	Vaughan	Retail	Retail Store Related	691 Sq Ft	\$366,000.00 For Sale	NEW
19	N4755769	7250 Keele St	Vaughan	Multi-Use		691 Sq Ft	\$1.00 For Sale	SLD
20	N4812681	7250 Keele St	Vaughan	Retail		641 Sq Ft	\$169,000.00 For Sale	SLD
21	N4411821	7250 Keele St	Vaughan	Retail		440 Sq Ft	\$198,000.00 For Sale	SLD
22	N4871032	7250 Keele St	Vaughan	Commercial Condo		691 Sq Ft	\$275,000.00 For Sale	SLD
23	N5072926	7250 Keele St	Vaughan	Retail	Retail Store Related	1,382 Sq Ft	\$296,000.00 For Sale	SLD

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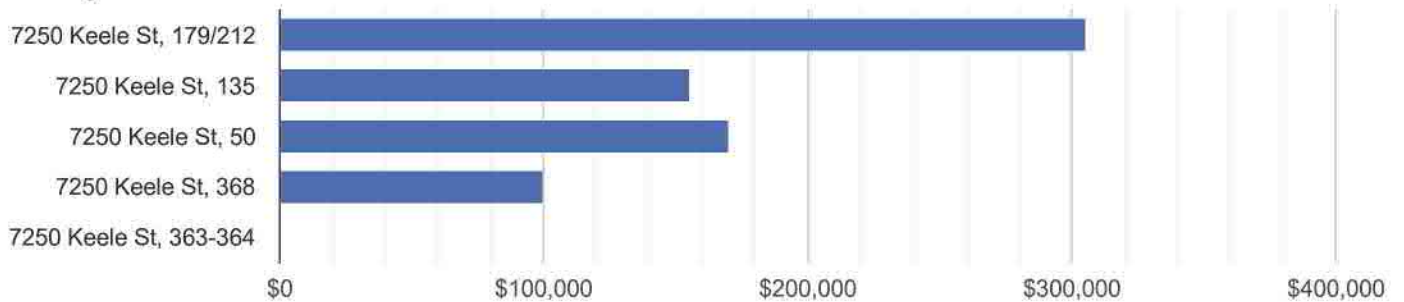
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Market Statistics Report

On the Market



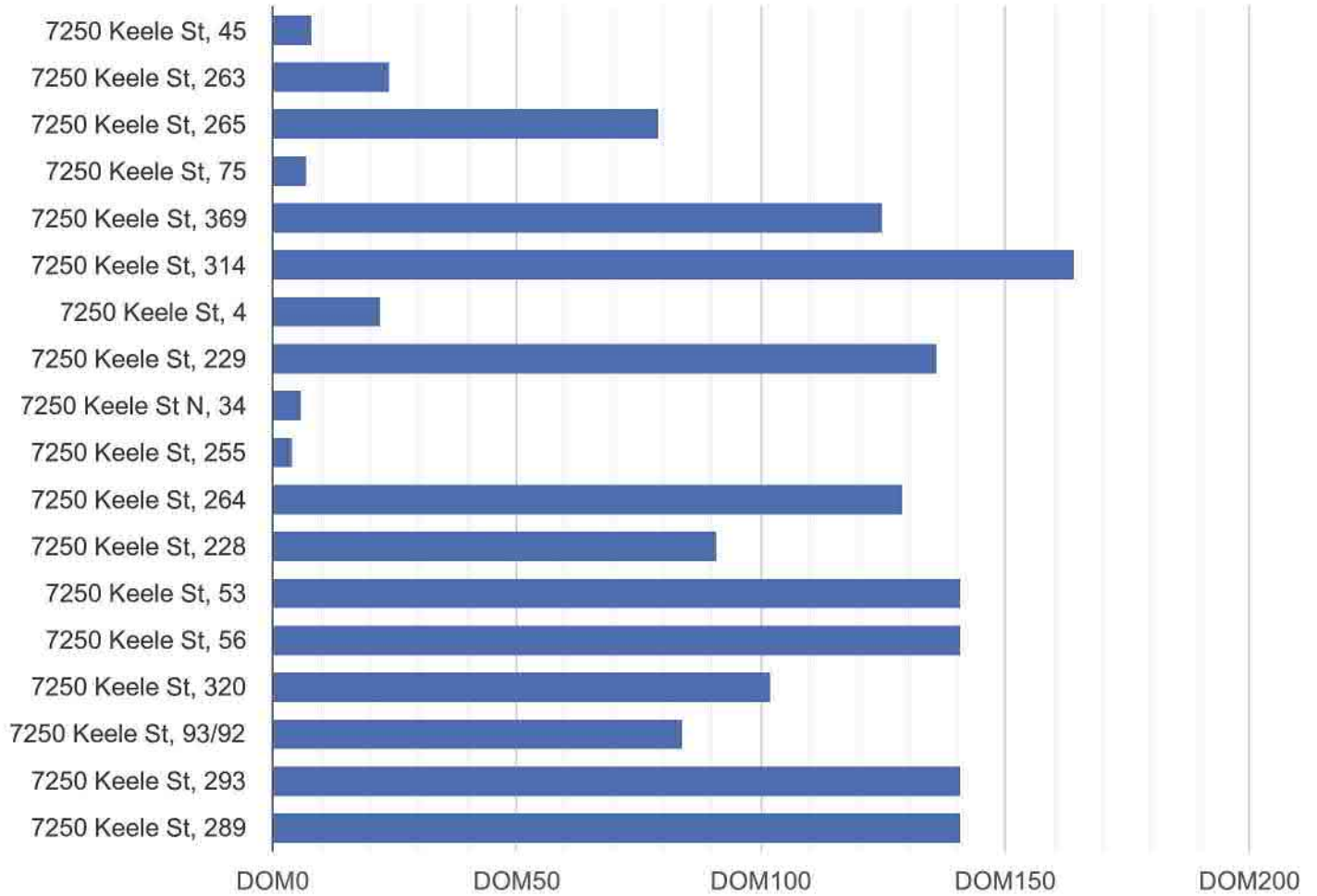
Recently Sold



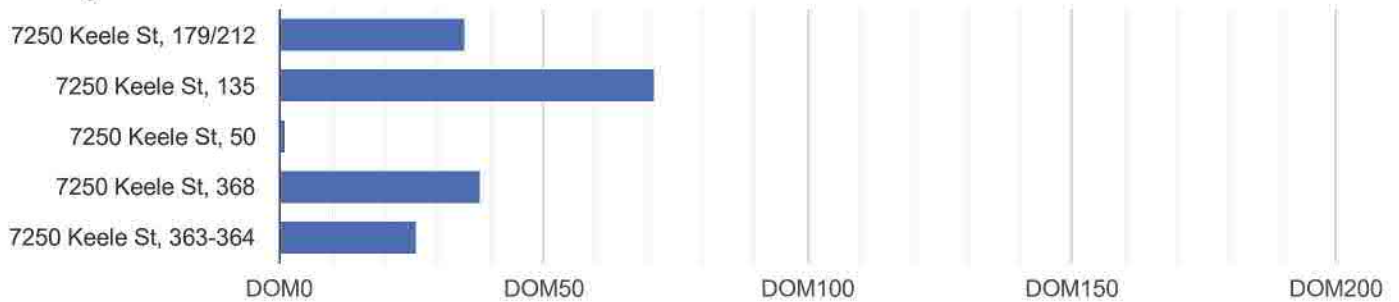
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Days on Market Report

On the Market



Recently Sold



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Marketing Plan

Time Frame	Activity
MLS Listing	6 to 9 months
Social Media Marketing	Twitter, Instagram, Facebook, Intercity Website
Direct Marketing	E-blast to existing Intercity Database of 5000+ clients, direct sales to related businesses
Signage	Signage on property
Showings	Virtual and In Person as allowed per Covid Guidelines
Mike Holmes	Connect with Mike Holmes team for buyer leads
Potential Buyers List	Based on previous sale of unit 368 completed, there is database of potential buyers that have expressed interest in units.

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APPENDIX "4"

**Form 520**

for use in the Province of Ontario

Listing Agreement – Commercial

Seller Representation Agreement

Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE**BETWEEN:****BROKERAGE:**

INTERCITY REALTY INC.

3600 LANGSTAFF ROAD, UNIT 14, WOODBRIDGE (the "Listing Brokerage") Tel. No. 416-798-7070

msi spergel inc., solely in its capacity as court-appointed Receiver of ZM Global

SELLER: Inc., and not in any personal or corporate capacity (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 7250 Keele Street, Vaughan, ON L4K 1Z8

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 12:01 a.m. on the 4 day of March, 2021

until 11:59 p.m. on the 30 day of June, 2021 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.



to offer the Property for sale at a price of:

One Million One Hundred Eighty-Two Thousand Five Hundred Dollars (\$CDN) 1,182,500.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.

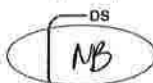
**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 5.0 % of the sale price of the Property or

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:**INITIALS OF SELLER(S):**

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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 2.5 % of the sale price of the Property or

out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 180 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

DS
NB

INITIALS OF SELLER(S):

CS



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- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form.
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 10. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 11. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 12. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may, during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

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INITIALS OF SELLER(S):

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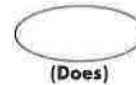
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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.



- 13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 17. SCHEDULE(S)** A, B and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

Narinder Bhachu 3/4/2021 NARINDER BHACHU
(Authorized to Represent Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

msi Spengel inc., solely in its capacity as court-appointed Receiver of ZM Global Inc., and not in any personal or corporate capacity

X X X
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

.....
(Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record NARINDER BHACHU
(Name of Salesperson/Broker/Broker of Record)
hereby declares that he/she is insured as required by REBBA.
DocuSigned by:
Narinder Bhachu
762718F10C9614F
(Signature(s) of Salesperson/Broker/Broker of Record) Narinder Bhachu

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of

this Agreement on the 4th day of March 20 21
X X
(Signature of Seller) (Date)
(Signature of Seller) msi Spengel inc., solely in its capacity as
court-appointed Receiver of ZM Global Inc., and not in any
personal or corporate capacity (Date)

**Form 523**

for use in the Province of Ontario

Schedule A**Listing Agreement – Commercial
Authority to Offer for Sale**

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

BROKERAGE: **INTERCITY REALTY INC.** and
 msi Spergel inc., solely in its capacity as court-appointed Receiver of ZM Global Inc., and
SELLER: not in any personal or corporate capacity

for the property known as **7250 Keele Street, Vaughan, ON L4K 1Z8** dated the 4 day of March, 2021

1. Vendor name is as follows: msi Spergel inc., solely in its capacity as court-appointed Receiver of ZM Global Inc., and not in any personal or corporate capacity

2. This listing agreement is for ten units as follows : 55, 102 , 103, 392, 393, 394, 395, 396 , 397, 398. The units will be listed and sold as a package.

This form must be initialed by all parties to the Agreement.

INITIALS OF BROKERAGE:

DS
 MB

INITIALS OF SELLER(S):

X



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**Form 523**

for use in the Province of Ontario

Schedule B**Listing Agreement – Commercial****Authority to Offer for Sale**

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

BROKERAGE: **INTERCITY REALTY INC.** and
 msi Spengel inc., solely in its capacity as court-appointed Receiver of ZM Global Inc.,
SELLER: and not in any personal or corporate capacity

for the property known as **7250 Keele Street, Vaughan, ON L4K 1Z8**

..... dated the **4** day of **March**, 20**21**

1. Notwithstanding any other provision contained in this Agreement, the Seller shall only be liable to pay the commission provided for in the Listing Agreement if the purchase is completed. Intercity Realty Inc. (hereinafter, the "Broker") acknowledges that the sale is taking place pursuant to the court order of The Honourable Justice McEwen dated January 15, 2021, and that further court approval of the sale ("Court Approval") is a pre-condition to completion of the transaction. The Seller cannot guarantee that Court Approval will be obtained. The Brokerage also acknowledges that the purchaser of the Property may include in the agreement of purchase and sale certain conditions which the Seller is required to fulfil prior to closing (collectively, "Conditions") including, without limitation, the delivery of vacant possession. The fulfilment of such Conditions by the Seller cannot be guaranteed. The parties agree that no commission shall be payable if the transaction is not completed because Court Approval is not obtained or if the Conditions are not met or are impracticable to meet.

2. It is further understood and agreed that the Broker shall offer the Property for sale on an "as is, where is" basis and that the Broker shall make no representations, warranties, promises or agreements with respect to or in any way connected with the Property, including, without limitation, the title, description, fitness, state, condition, environmental status nor the existence of any work orders or deficiency notices affecting the Property.

3. Notwithstanding any other provision of this Agreement, the Vendor makes no representations or warranties regarding the Property, the condition of the Property, the existence of any insurance or its ability to enter into this listing agreement nor does the Vendor provide the Broker with any indemnification regarding any such matters.

4. In the event of any conflict between the provisions of this Schedule "B" and the provisions of the pre-printed portions of the Listing Agreement, the provisions of this Schedule "B" shall override and shall govern and prevail for all purposes.

5. Any prospective purchaser agrees to use the Vendors Form of Offer which will be provided by the Broker to such prospective purchaser.

6. Any prospective purchaser agrees sign a Covid-19 release before attending any tours or viewing the premises. A copy of the release will be provided for each prospective purchaser.

This form must be initialed by all parties to the Agreement.

INITIALS OF BROKERAGE:

DS
NB

INITIALS OF SELLER(S):

X



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Working with a Commercial REALTOR®

Form 815

for use in the Province of Ontario

The Commercial REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a Commercial REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its Commercial REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a Commercial REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The Commercial REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement or Mandate with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer/tenant or seller/landlord may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A Commercial REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, taking customer direction to draft an offer and present the customer offer etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer/tenant or seller/landlord customer.

Under the Act, the Commercial REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the Commercial REALTORS® and their brokerage must make sure all buyers, sellers, and their Commercial REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. Commercial REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your Commercial REALTOR® for an explanation.

Critical Information

Commercial REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a Commercial REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your Commercial REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your Commercial REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: msi spergel inc., solely in its capacity as court-appointed Receiver of ZM Global
Inc., and not in any personal or corporate capacity

I/we have read, understand, and have received a copy of Working with a Commercial REALTOR®

Sellers: As seller(s), I/we understand that

INTERCITY REALTY INC.

(Name of Brokerage)

(initial one)

X

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

X

(Signature) MSI SPERSEL INC. (Receiver of ZM Global Inc.) (Date) March 5, 2014

(Signature) (Date)

Buyers: As buyer(s), I/we understand that

(Name of Brokerage)

(initial one)

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature)

(Date)

(Signature)

(Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.

For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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APPENDIX "5"

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.

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

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

LAND
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						

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

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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
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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

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

LAND
REGISTRY
OFFICE #65

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)						
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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.

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

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.

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

LAND
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						

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.

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

LAND
REGISTRY
OFFICE #65

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						

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
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

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.

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

LAND
REGISTRY
OFFICE #65

29842-0394 (LT)

PAGE 1 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 *

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						

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
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

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.

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

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						

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.

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

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.

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

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.

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

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.

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

LAND
REGISTRY
OFFICE #65

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						

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.

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

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.

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

LAND
REGISTRY
OFFICE #65

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
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.

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						
YR2484140	2016/06/08	TRANSFER	\$300,000	IMPROVE INC.	ZM GLOBAL INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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

APPENDIX "6"

RUN NUMBER : 349
RUN DATE : 2020/12/14
ID : 20201214103418.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(3588)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : ZM GLOBAL INC.

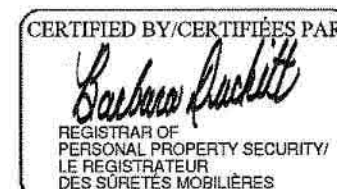
FILE CURRENCY : 13DEC 2020

ENQUIRY NUMBER 20201214103418.23 CONTAINS 8 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

FASKEN MARTINEAU DUMOULIN LLP/DAN RICHER
333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6

CONTINUED... 2



(crfj5 06/2019)



RUN NUMBER : 349
RUN DATE : 2020/12/14
ID : 20201214103418.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(3589)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ZM GLOBAL INC.
FILE CURRENCY : 13DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
720266481

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20160902 1504 1186 3564	P PPSA	06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
ZM GLOBAL INC.				

ADDRESS	MARKHAM	ONTARIO CORPORATION NO.
SUITE 202 - 2750 14TH AVENUE		ON L3R 0B6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

ADDRESS	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS	TORONTO	ON	M2N 7E9
FIRST COMMERCIAL BANK	SUITE 1803 - 5000 YONGE STREET			

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
							X				

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION	GENERAL ASSIGNMENT OF RENT'S

REGISTERING AGENT	ADDRESS	MARKHAM	ON	L3R 9X8
METCALFE, BLAINEY & BURNS LLP	#202 -18 CROWN STEEL DRIVE			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 08/2019)

Ontario 

RUN NUMBER : 349
RUN DATE : 2020/12/14
ID : 20201214103418.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(3590)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ZM GLOBAL INC.
FILE CURRENCY : 13DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
720266832

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20160902 1516 1186 3565	P PPSA	06

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME
ZM GLOBAL INC.

ONTARIO CORPORATION NO.
ON L3R 0B6

ADDRESS
SUITE 202 - 2750 14TH AVENUE MARKHAM

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT
FIRST COMMERCIAL BANK

ADDRESS
SUITE 1803 - 5000 YONGE STREET TORONTO ON M2N 7E9

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
X	X	X	X	X				

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION
GENERAL SECURITY AGREEMENT

REGISTERING
AGENT
METCALFE, BLAINEY & BURNS LLP

ADDRESS
#202 - 18 CROWN STEEL DRIVE MARKHAM ON L3R 9X8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Sabrina Puckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1fu 06/2019

Ontario 

RUN NUMBER : 349
RUN DATE : 2020/12/14
ID : 20201214103418.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(3591)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ZM GLOBAL INC.
FILE CURRENCY : 13DEC 2020

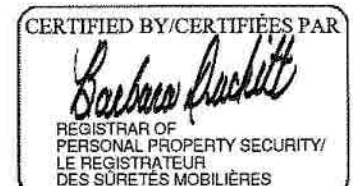
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	004		20201109 1109 1862 4610	
21	RECORD REFERENCED	FILE NUMBER	720266832		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ZM GLOBAL INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMENDED TO ADD HONG LOU XU AS AN ADDITIONAL DEBTOR.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/	21APR1966	HONG	L	XU
03/	TRANSPEREE	BUSINESS NAME			
04/07	ADDRESS	2750 14TH AVENUE. SUITE 202	MARKHAM	ONTARIO CORPORATION NO.	ON L3R 0B6
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	FASKEN MARTINEAU DUMOULIN LLP (S. HOGAN/D.RICHER/258977.00023)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	333 BAY STREET, SUITE 2400	TORONTO	ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5



(crj2tu 06/2019)

Ontario 

RUN NUMBER : 349
RUN DATE : 2020/12/14
ID : 20201214103418.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(3592)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ZM GLOBAL INC.
FILE CURRENCY : 13DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADITION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	004		20201109 1109 1862 4610	
21	RECORD REFERENCED	FILE NUMBER	720266832		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	21APR1966	HONG	L	XU
03/	BUSINESS NAME				
06					
04/07	ADDRESS	17 EQUESTRIAN COURT	NORTH YORK	ONTARIO CORPORATION NO.	ON M2H 3M9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 349
RUN DATE : 2020/12/14
ID : 20201214103418.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(3593)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ZM GLOBAL INC.
FILE CURRENCY : 13DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	004		20201109 1109 1862 4610	
21	RECORD REFERENCED	FILE NUMBER	720266832		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	21APR1966	HONGLOU	XU	
03/	BUSINESS NAME				
04/07	ADDRESS	17 EQUESTRIAN COURT	NORTH YORK	ONTARIO CORPORATION NO.	ON M2H 3M9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.	
12	MOTOR				
13	VEHICLE				
14	GENERAL				
15	COLLATERAL				
16	DESCRIPTION				
17	REGISTERING AGENT OR				
	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 349
RUN DATE : 2020/12/14
ID : 20201214103418.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(3594)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ZM GLOBAL INC.
FILE CURRENCY : 13DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	004		20201109 1109 1862 4610	
21	RECORD REFERENCED	FILE NUMBER	720266832		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/	21APR1966	HONGLOU	XU	
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	2750 14TH AVENUE. SUITE 202	MARKHAM	ONTARIO CORPORATION NO.	ON L3R 0B6
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Pickett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 349
RUN DATE : 2020/12/14
ID : 20201214103418.23

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

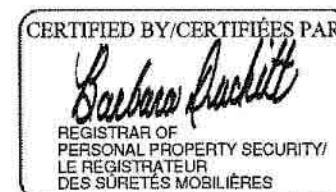
REPORT : PSSR060
PAGE : 8
(3595)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ZM GLOBAL INC.
FILE CURRENCY : 13DEC 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
720266481	20160902 1504 1186 3564			
720266832	20160902 1516 1186 3565	20201109 1109 1862 4610		

3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(enrj5 06/2019)

APPENDIX "7"

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(3617)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : INDIVIDUAL SPECIFIC

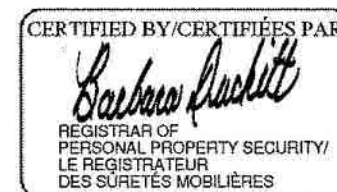
SEARCH CONDUCTED ON : FIRST GIVEN NAME : HONG
INITIAL : L
SURNAME : XU
DATE OF BIRTH : 21APR1966

FILE CURRENCY : 09NOV 2020

ENQUIRY NUMBER 20201110080254.35 CONTAINS 9 PAGE(S), 3 FAMILY(IES).

FASKEN MARTINEAU DUMOULIN LLP/STACEY HOGAN

333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6



(crfj5 06/2019)

CONTINUED... 2

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(3618)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONG;L;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
724409181

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20170127 1110 1529 5278	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME	EST-LAND INC	ON TARIO CORPORATION NO.

ADDRESS	TORONTO	ON	M2H 3M9
17 EQUESTRIAN CRT			

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	21APR1966	HONG	L	XU

DEBTOR NAME	BUSINESS NAME	ON TARIO CORPORATION NO.

ADDRESS	NORTH YORK	ON	M2H 3M9
17 EQUESTRIAN CRT			

SECURED PARTY / LIEN CLAIMANT	BMW CANADA INC

ADDRESS	RICHMOND HILL	ON	L4S 0C8
50 ULTIMATE DRIVE			

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER	INCLUDED		
	X		X		X	98951	X

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 MASERATI	LEVANTE	ZN6661XU15HX226864

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

REGISTERING AGENT	CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS	BURNABY	BC	V5G 3S8
4126 NORLAND AVENUE			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c)11u 06/2019

Ontario 

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(3619)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONG;L;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
720266832

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20160902 1516 1186 3565	P PPSA	06

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ZM GLOBAL INC.

04 ADDRESS SUITE 202 - 2750 14TH AVENUE MARKHAM ONTARIO CORPORATION NO. L3R 0B6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / FIRST COMMERCIAL BANK
LIEN CLAIMANT

09 ADDRESS SUITE 1803 - 5000 YONGE STREET TORONTO ON M2N 7E9

COLLATERAL CLASSIFICATION					MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY OR	MATURITY DATE
	X	X	X	X				

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT

14 COLLATERAL
15 DESCRIPTION

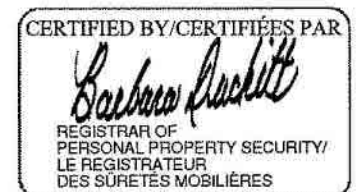
16 REGISTERING METCALFE, BLAINNEY & BURNS LLP

17 AGENT ADDRESS #202 - 18 CROWN STEEL DRIVE MARKHAM ON L3R 9X8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

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(crj/tfu 06/2019)

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(3620)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONG;L;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	004		20201109 1109 1862 4610	
21	RECORD REFERENCED	FILE NUMBER	720266832		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	CORRECT PERIOD
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ZM GLOBAL INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMENDED TO ADD HONG LOU XU AS AN ADDITIONAL DEBTOR.			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/	21APR1966	HONG	L	XU
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	2750 14TH AVENUE. SUITE 202	MARKHAM	ONTARIO CORPORATION NO.	ON L3R 0B6
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	FASKEN MARTINEAU DUMOULIN LLP (S. HOGAN/D.RICHER/258977.00023)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	333 BAY STREET, SUITE 2400	TORONTO	ON M5H 2T6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)21u 06/2019)

Ontario 

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060
PAGE : 5
(3621)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONG;L;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	004		20201109 1109 1862 4610	
21	RECORD REFERENCED	FILE NUMBER	720266832		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR / TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON / DESCRIPTION				
02 /	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR /	21APR1966	HONG	L	XU
03 /	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	17 EQUESTRIAN COURT		NORTH YORK	ONTARIO CORPORATION NO. ON M2H 3M9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY /	ADDRESS			
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
PAGE : 6
(3622)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONG;L;XU;21APR1966
FILE CURRENCY : 09NOV 2020

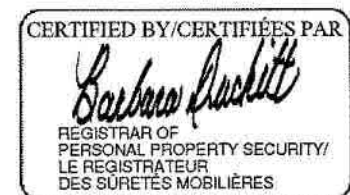
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	004		20201109 1109 1862 4610	
21	RECORD FILE NUMBER	720266832			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ 21APR1966	HONGLOU		XU	
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	17 EQUESTRIAN COURT		NORTH YORK	ONTARIO CORPORATION NO. ON M2H 3M9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE	
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

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(crj2fu 06/2019)

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(3623)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONG;L;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	004		20201109 1109 1862 4610	
21	RECORD REFERENCED	FILE NUMBER 720266832			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	21APR1966	HONGLOU	XU	
06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	2750 14TH AVENUE. SUITE 202	MARKHAM	ONTARIO CORPORATION NO. ON L3R 0B6	
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V-I-N-	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(3624)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONG;L;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
720017199

00

01

CAPTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20160826 1742 1219 5994	P PPSA	05

02

03

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	21APR1966	HONG	L	XU

BUSINESS NAME

04

ADDRESS

17 EQUESTRIAN CT

NORTH YORK

ONTARIO CORPORATION NO.
ON M2H 3M9

05

06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY /
LIEN CLAIMANT

THE BANK OF NOVA SCOTIA

09

ADDRESS

4715 TAHOE BOULEVARD

MISSISSAUGA

ON L4W 0B4

COLLATERAL CLASSIFICATION

10

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED				
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE

11

12

MOTOR
VEHICLE

YEAR MAKE
2016 CHEVROLET

MODEL
SUBURBAN

V.I.N.
1GNSKJKC3GR412328

13

14

15

GENERAL
COLLATERAL
DESCRIPTION

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
AND THE PROCEEDS OF THOSE VEHICLES

16

17

REGISTERING
AGENT

D+H LIMITED PARTNERSHIP (BNS)

ADDRESS

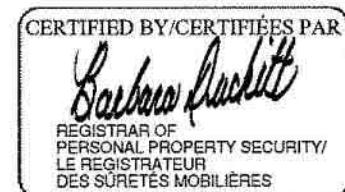
939 EGLINTON AVENUE EAST, SUITE 201

TORONTO

ON M4G 4H7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9



(crj1fu 06/2019)

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080254.35

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

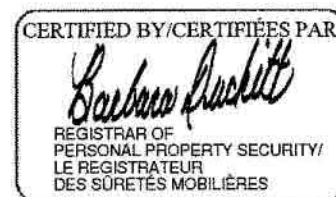
REPORT : PSSR060
PAGE : 9
(3625)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONG;L;XU;21APR1966
FILE CURRENCY : 09NOV 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
724409181	20170127 1110 1529 5278			
720266832	20160902 1516 1186 3565	20201109 1109 1862 4610		
720017199	20160826 1742 1219 5994			

4 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crj5 06/2019)

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(3626)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : INDIVIDUAL SPECIFIC

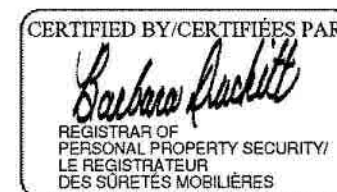
SEARCH CONDUCTED ON : FIRST GIVEN NAME : HONGLOU
INITIAL :
SURNAME : XU
DATE OF BIRTH : 21APR1966

FILE CURRENCY : 09NOV 2020

ENQUIRY NUMBER 20201110080256.40 CONTAINS 9 PAGE(S), 3 FAMILY(IES).

FASKEN MARTINEAU DUMOULIN LLP/STACEY HOGAN

333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6



(crfj5 06/2019)

CONTINUED... 2

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(3627)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONGLOU;;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
720266832

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20160902 1516 1186 3565	P PPSA	06

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ZM GLOBAL INC.

ONTARIO CORPORATION NO.

ADDRESS SUITE 202 - 2750 14TH AVENUE MARKHAM

ON L3R 0B6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT FIRST COMMERCIAL BANK

ADDRESS SUITE 1803 - 5000 YONGE STREET TORONTO

ON M2N 7E9

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
	X	X	X	X	X			

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

MOTOR
VEHICLE

GENERAL GENERAL SECURITY AGREEMENT

COLLATERAL
DESCRIPTION

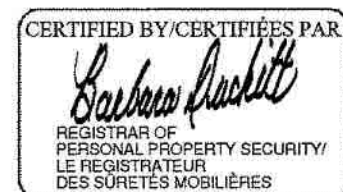
REGISTERING
AGENT METCALFE, BLAINEY & BURNS LLP

ADDRESS #202 - 18 CROWN STEEL DRIVE MARKHAM

ON L3R 9X8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3



(crj1fu 08/2019)

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(3628)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONGLOU;;XU;21APR1966
FILE CURRENCY : 09NOV 2020

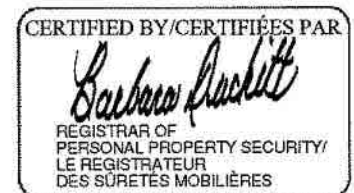
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	004		20201109 1109 1862 4610	
21	RECORD FILE NUMBER	720266832			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ZM GLOBAL INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMENDED TO ADD HONG LOU XU AS AN ADDITIONAL DEBTOR.			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	21APR1966	HONG	L	XU
03/	BUSINESS NAME				
06					
04/07	ADDRESS	2750 14TH AVENUE. SUITE 202	MARKHAM	ONTARIO CORPORATION NO.	ON E3R 086
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED	
10	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	OR	MATURITY DATE
	YEAR MAKE	MODEL	V. I. N.		
11	MOTOR VEHICLE				
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	FASKEN MARTINEAU DUMOULIN LLP (S. HOGAN/D.RICHER/258977.00023)			
16	SECURED PARTY/	333 BAY STREET, SUITE 2400	TORONTO	ON	M5H 2T6
17	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4



(c)21u 06/2019

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 4
(3629)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONGLOU;;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES	REGISTRATION SCHEDULE	REGISTERED NUMBER	REGISTERED UNDER
01	002	004	20201109 1109 1862 4610		
21	RECORD FILE NUMBER	720266832			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ 21APR1966	HONG	L	XU	
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	17 EQUESTRIAN COURT	NORTH YORK	ONTARIO CORPORATION NO.	ON M2H 3M9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
11	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
12	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
13	YEAR	MAKE	MODEL	V.I.N.	
14	MOTOR				
15	VEHICLE				
16	GENERAL				
17	COLLATERAL				
18	DESCRIPTION				
19	REGISTERING AGENT OR				
20	SECURED PARTY/	ADDRESS			
21	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
PAGE : 5
(3630)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONGLOU;;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES	SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	004		20201109 1109 1862 4610	
21	RECORD REFERENCED	FILE NUMBER	720266832		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/	21APR1966	HONGLOU	XU	
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07	ADDRESS	17 EQUESTRIAN COURT	NORTH YORK	ONTARIO CORPORATION NO.	ON M2H 3M9
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY/	ADDRESS			
	LIEN CLAIMANT				

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CONTINUED...

6

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Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(3631)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONGLOU;;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	004		20201109 1109 1852 4610	
21	RECORD REFERENCED	FILE NUMBER	720266832		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR / TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON /				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR /	21APR1966	HONGLOU	XU	
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS	2750 14TH AVENUE. SUITE 202	MARKHAM	ONTARIO CORPORATION NO.	ON L3R 0B6
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR				
17	SECURED PARTY /	ADDRESS			
	LIEN CLAIMANT				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Pashitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crl2lu-06/2019)

Ontario 

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(3632)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONGLOU;;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
720267336

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20160902 1528 1186 3566	P PPSA	06

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	21APR1966	HONG LOU		XU

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RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(3633)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONGLOU;;XU;21APR1966
FILE CURRENCY : 09NOV 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
720267579

00

CAPTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20160902 1540 1186 3567	P PPSA	06

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	21APR1966	HONG LOU		XU

02

03

04

BUSINESS NAME

ADDRESS

17 EQUESTRIAN CRT

NORTH YORK

ONTARIO CORPORATION NO.
ON M2H 3M9

05

06

07

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

08

09

SECURED PARTY /
LIEN CLAIMANT

FIRST COMMERCIAL BANK

ADDRESS

SUITE 1803- 5000 YONGE STREET

TORONTO

ON M2N 7E9

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
				X			

10

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12

MOTOR

VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

14

15

GENERAL

COLLATERAL

DESCRIPTION

GUARANTEE OF AND POSTPONEMENT IN THE DEBTOR'S INTEREST IN ZM GLOBAL
INC.

16

17

REGISTERING
AGENT

METCALFE, BLAINEY & BURNS LLP

ADDRESS

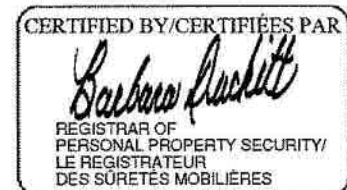
#202 - 18 CROWN STEEL DRIVE

MARKHAM

ON L3R 9X8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9



(crj1fu 06/2019)

RUN NUMBER : 315
RUN DATE : 2020/11/10
ID : 20201110080256.40

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

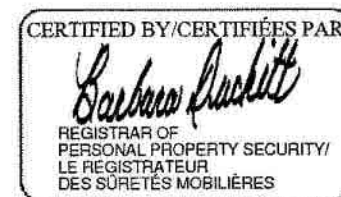
REPORT : PSSR060
PAGE : 9
(3634)

TYPE OF SEARCH : INDIVIDUAL SPECIFIC
SEARCH CONDUCTED ON : HONGLOU;;XU;21APR1966
FILE CURRENCY : 09NOV 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
720266832	20160902 1516 1186 3565	20201109 1109 1862 4610		
720267336	20160902 1528 1186 3566			
720267579	20160902 1540 1186 3567			

4 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



NAME SEARCH REPORT

To: Adam Simon
From: Paola Scarcello
Date: 1/25/2021
Re: 910404.20519

ON **JANUARY 25, 2021** A NAME SEARCH FOR **HONG LOU XU** WAS CONDUCTED IN THE FOLLOWING JURISDICTIONS TO LOCATE PROPERTY OWNERSHIPS:

LRO 80 – TORONTO	LRO 65 – YORK REGION	LRO 62 – HAMILTON-WENTWORTH	LRO 61 – WELLINGTON
LRO 59 – NIAGARA SOUTH	LRO 58 – WATERLOO	LRO 57 – VICTORIA	LRO 55 – THUNDERBAY
LRO 54 – TIMISKAMING	LRO 53 – SUDBURY	LRO 52 – STORMONT	LRO 51 – SIMCOE
LRO 50 – RUSSELL	LRO 49 – RENFREW	LRO 48 – RAINY RIVER	LRO 47 – PRINCE EDWARD
LRO 46 – PRESCOTT	LRO 45 – PETERBOROUGH	LRO 44 – PERTH	LRO 43 – PEEL
LRO 42 – PARRY SOUND	LRO 41 – OXFORD	LRO 40 – DURHAM	LRO 39 – NORTHUMBERLAND
LRO 37 – NORFOLK	LRO 36 – NIPISSING	LRO 35 – MUSKOKA	LRO 33 – MIDDLESEX
LRO 31 – MANITOULIN	LRO 30 – NIAGARA NORTH	LRO 29 – LENNOX	LRO 28 – LEEDS
LRO 27 – LANARK	LRO 25 – LAMBTON	LRO 24 – KENT COUNTY	LRO 23 – KENORA
LRO 22 – HURON	LRO 21 – HASTINGS	LRO 20 – HALTON	LRO 19 – HALIBURTON
LRO 18 – HALDIMAND	LRO 16 – GREY	LRO 15 – GRENVILLE	LRO 14 – GLENGARRY
LRO 13 – FRONTENAC	LRO 12 – ESSEX	LRO 11 – ELGIN	LRO 8 – DUNDAS
LRO 7 – DUFFERIN	LRO 6 – COCHRANE	LRO 4 – OTTAWA-CARLETON	LRO 3 – BRUCE
LRO 2 – BRANT	LRO 1 – ALGOMA		

RESULTS: NO MATCHES AS OF JANUARY 24, 2021

****CONDITIONS OF SEARCH****

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199 Bay Street West, Suite #4610
Toronto, Ontario, M5L 1E9
T 1-866-285-2200 (toll-free)
F 416-348-0031
www.cyberbahngroup.ca

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www.cyberbahngroup.ca

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**

**MOTION RECORD OF THE RECEIVER
(Volume II of III)**

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

Daniel Richer (LSO: 75225G)
dricher@fasken.com

Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for msi Spergel inc., in its capacity as
Court-appointed receiver