

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

- and -

2292319 ONTARIO INC.

Respondent

**APPLICATION RECORD OF ROYAL BANK OF CANADA
(hearing scheduled March 31, 2016)**

March 29, 2016

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TAB 1

Court File No.

Cu 16-11331-0001

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

2292319 ONTARIO INC.

Respondent

NOTICE OF APPLICATION**TO THE RESPONDENT**

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following pages.

THIS APPLICATION will come on for a hearing before a Judge of the Commercial List on Thursday, March 31, 2016 at 10:00 a.m., at 330 University Avenue, 8th Floor, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.


IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: March 29, 2016

Issued by: _____

Address of
court office:


330 University Avenue
7th Floor
Toronto, ON M5G 1R7

TO:

2292319 ONTARIO INC.
38 Metropolitan Road
Toronto, ON M1R 2T6

TO:

2292319 ONTARIO INC.
26 Heathrow Court
Markham, ON L3R 3T8

TO:

2292319 ONTARIO INC.
c/o Allan B. Shusterman
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APPLICATION**A. THE APPLICANT, ROYAL BANK OF CANADA ("RBC"), MAKES APPLICATION FOR:**

1. If necessary, an order abridging the time for service and filing of this notice of application and the application record, validating service effected to date, and an order dispensing with service thereof on any party other than the persons served.
2. An order appointing msi Spergel inc. as receiver (in such capacities, the "Receiver"), without security of all of the assets, undertakings, and properties of the Respondent, 2292319 Ontario Inc. (the "Company"), substantially in the form of the draft order attached hereto as **Schedule "A"**.
3. Costs of this application on a full indemnity basis.
4. Such further and other relief as this Honourable Court should deem just.

B. THE GROUNDS FOR THE APPLICATION ARE:**The Parties**

1. RBC is a secured creditor of the Respondent, 2292319 Ontario Inc. (the "Company").

2. The Company is a real estate holding company. Its registered office address is 26 Heathrow Court, Markham, Ontario and its registered mailing address is 38 Metropolitan Road, Toronto, Ontario.
3. The Company's primary asset is a property located at 38 Metropolitan Road, Toronto, Ontario (the "**Property**"). The Property is an approximately 87,000 square foot industrial property which is operated as a rental property. There are currently five tenants at the Property.
4. The shareholders of the Company are Wen Qing Su ("**Su**"), Yue Wei Jiang ("**Jiang**"), Sheron Jie Qing Hu ("**Hu**") and Dan Rui Weng ("**Weng**").

The Loan

5. By loan agreement dated March 7, 2012, amended by a Mortgage Amendment and Extension Agreement dated July 31, 2013 (together, the "**Loan Agreement**"), RBC extended a non-revolving term facility in the amount of \$4,000,000 to the Company.
6. As security for the Company's obligations, RBC obtained the following from the Company and its principals:
 - (a) A first ranking mortgage and charge in the amount of \$4,000,000 registered against the Property;
 - (b) A first ranking general assignment of rents and leases from the Property;

- (c) A site specific security agreement comprising a first security interest on the personal property situate on, used in connection with or arising from the Property, including, without limitation, accounts receivable; and
- (d) Joint and several unconditional guarantees from Su, Jiang, Hu and Weng.

Expiry of the Loan

- 7. The Loan Agreement expired on July 1, 2014 and was not renewed by RBC.
- 8. At this time, the Company indicated that it was in the process of selling the Property.
- 9. RBC followed up with the Company in September and October 2014 regarding the progress of the sale. RBC was advised that one of the tenants had agreed to purchase the Property, with a closing tentatively scheduled for March 2015.
- 10. Throughout this period, efforts to sell the Property were repeatedly hindered due to disputes between the Company's shareholders.
- 11. On August 20, 2014, an order was registered against title to the Property restricting the Company, Weng and Hu from selling, disposing mortgaging or otherwise encumbering the Property.

12. By order of Justice Pattillo dated October 8, 2014, the above restrictions order was conditionally removed. However, the restrictions order was not formally removed from title to the Property until May 19, 2015.
13. In September 2015, RBC was advised that the Company was attempting to refinance the Property through the Bank of Montreal. The Bank of Montreal did not approve the Company's financing request.

Demands

14. By letter dated January 8, 2016, Minden Gross LLP ("**Minden Gross**"), on behalf of RBC, demanded repayment of the amounts owing to RBC by the Company and delivered a Notice of Intention to Enforce Security pursuant to s. 244 (1) of the *Bankruptcy and Insolvency Act* (the "**BIA**") to the Company.
15. By way of demand letters sent on January 8, 2016, RBC made demand on Su, Jiang, Hu and Weng under their personal guarantees of the debts of the Company to RBC.
16. Despite the demands, the Company has failed to repay its indebtedness to RBC pursuant to the Loan Agreement and Su, Jiang, Hu and Weng have failed to make any payments to RBC pursuant to their personal guarantees.

Notice of Sale

17. On January 25, 2016, Minden Gross, on behalf of RBC, issued a Notice of Sale in the amount of \$3,989,312.21.
18. On or about the same date, RBC conducted a search for tax arrears in respect of the Property. Through its searches, RBC learned that the Company is currently in arrears in respect of property taxes in the amount of \$734,443.80.
19. The City of Toronto has advised that it intends to register a tax certificate against title to the Property unless the Company or RBC pays two years of tax arrears, totaling the approximate amount of \$324,000.
20. On January 26, 2016, RBC received a letter from Weng's lawyer, Allan Shusterman, requesting a mortgage discharge statement and indicating that Weng would be paying out the Company's indebtedness to RBC and its tax arrears on January 29, 2016.
21. On January 28, 2016, RBC provided the mortgage discharge statement to Mr. Shusterman.
22. On the same date, January 28, 2016, RBC received an email from the office of Yigal Rifkind, the lawyer for Dai Hoa Tran ("Tran"). Tran claimed to be a shareholder of the Company and indicated that he was looking to purchase the shares of the other shareholders and refinance the Property.

23. RBC is not certain as to whether Tran is in fact a shareholder. RBC understands from their dealings with the Weng's counsel, however, that there have been discussions since at least mid-2015 between Weng and Tran regarding a potential share transaction.
24. On January 29, 2016, Mr. Shusterman advised RBC that Weng would not be paying out RBC's indebtedness on that date and that the "transaction" would be closing sometime in February. The transaction to which Mr. Shusterman was referring appears to be the transfer of shares from Weng to Tran.
25. The Notice of Sale expired on March 6, 2016.
26. To date, neither the Company nor its shareholders have paid out RBC or the City of Toronto.

Appointment of a Receiver

27. The Company is currently indebted to RBC in respect of the non-revolving term facility in the approximate amount of \$3,989,312.21, plus interest since the date of demand.
28. The Company has not made any payments to RBC in respect of its indebtedness since the loan expired on July 1, 2014.
29. The Company appears to be operating the Property as a rental property, however, RBC does not know how much the tenants are paying in rent or where the rents are being directed.

30. Given the Company's failure to repay its indebtedness to RBC pursuant to the Loan Agreement, its significant tax arrears owing to the City of Toronto, its failure to account for its rental income, and the ongoing disputes among its shareholders, among other reasons, RBC believes that a court appointed receiver would be best placed to: (i) realize upon the assets of the Company, notably the sale of the Property; and (ii) maximize the recovery for the benefit of RBC and all creditors.
31. RBC wishes to take any and all steps necessary to preserve and protect the assets of the Company that are subject to RBC's security and to recover and realize on the same.
32. RBC considers it reasonable and prudent for it to continue the enforcement of its security in an effort to recover its outstanding loan to the Company and it is within RBC's rights to do so. RBC believes that the appointment of a receiver will enhance the prospect of recovery by RBC and protect all stakeholders.
33. In all of the circumstances, it would be just and convenient for the court to appoint a receiver as sought in RBC's application.
34. RBC proposes that msi Spergel inc. ("**Spergel**") be appointed as receiver of the Company. Spergel has consented to act as court-appointed receiver with respect to the Company.

35. Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended.
36. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
37. Rules 1.04, 2.03, 3.02, 14.05 and 38 of the *Rules of Civil Procedure*.
38. Such further and other grounds as the lawyers may advise and this Honourable Court permits.

C. The following documentary evidence will be used at the hearing of the application:

1. Affidavit of Richard Crawford sworn March 28, 2016 and the exhibits attached thereto.
2. Consent of msi Spergel inc. dated March 24, 2016.
3. Such further and other material as counsel may advise and this Honourable Court permits.

Date of issue: March 29, 2016

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Lawyers for the Applicant

SCHEDULE "A"

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)
)
)

THURSDAY, THE 31ST

DAY OF MARCH, 2016

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

2292319 ONTARIO INC.

Respondent

ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing msi Spergel Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 2292319 Ontario Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Richard Crawford sworn March 28, 2016 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no

one appearing for 2292319 Ontario Inc. although duly served as appears from the affidavit of service of _____ sworn _____ and on reading the consent of msi Spergel Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts, including but not limited to the collection of rents, and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. 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 \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in

its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (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 the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

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

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

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" 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.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/sci/practice/practice-directions/toronto/e-service-protocol/>) 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 '<<http://www.spergel.ca>>'.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this 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 substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

SCHEDULE "A"

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "Receiver") of the assets, undertakings and properties 2292319 Ontario Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 31st day of March, 2016 (the "Order") made in an action 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 _____, 2016.

MSI SPERGEL INC., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name: Philip H. Gennis, J.D., CIRP

Title: Senior Principal

SCHEDULE "A"

B E T W E E N

ROYAL BANK OF CANADA
Applicant

-and-

2292319 ONTARIO INC.
Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Catherine Francis (LSUC# 26900N)
cfrancis@mindengross.com
Tel: 416-369-4137

Mark A. Freake (LSUC# 63656H)
mfreake@mindengross.com
Tel: 416-369-4326
Fax: 416-864-9223

Lawyers for the Applicant

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BETWEEN

ROYAL BANK OF CANADA

-and-

2292319 ONTARIO INC.

Applicant

Respondent

Court File No. *Cv16 - 11331-0001*

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

NOTICE OF APPLICATION

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Catherine Francis (LSUC# 26900N)
cfrancis@mindengross.com
Tel: 416-369-4137

Mark A. Freake (LSUC# 63656H)
mfreake@mindengross.com
Tel: 416-369-4326
Fax: 416-864-9223

Lawyers for the Applicant

TAB 2

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

2292319 ONTARIO INC.

Respondent

**AFFIDAVIT OF RICHARD CRAWFORD
(sworn March 28, 2016)**

I, **RICHARD CRAWFORD**, of the Town of Markham, in Regional
Municipality of York, **MAKE OATH AND SAY:**

1. I am a manager in the Special Loans and Advisory Services Group ("**SLAS**") of the Applicant, Royal Bank of Canada ("**RBC**"), and, as such, have knowledge of the matters set out in this affidavit. Where I do not have personal knowledge of the matters in this affidavit, I have obtained the information from others or from a review of documents and believe such information to be true.

The Parties

2. RBC is a secured creditor of the Respondent, 2292319 Ontario Inc. (the "**Company**").

3. The Company is a real estate holding company. Its registered office address is 26 Heathrow Court, Markham, Ontario and its registered mailing address is 38 Metropolitan Road, Toronto, Ontario. Attached hereto and marked as **Exhibit "A"** is a copy of the Company's corporation profile report.

4. The Company's primary asset is a property located at 38 Metropolitan Road, Toronto, Ontario (the **"Property"**). I understand that the Property is an approximately 87,000 square foot industrial property which is operated as a rental property. There are currently five tenants at the Property. Attached hereto and marked as **Exhibit "B"** is a copy of the parcel register for the Property (including deleted instruments).

5. The shareholders of the Company are Wen Qing Su (**"Su"**), Yue Wei Jiang (**"Jiang"**), Sheron Jie Qing Hu (**"Hu"**) and Dan Rui Weng (**"Weng"**).

The Loan

6. By loan agreement dated March 7, 2012, amended by a Mortgage Amendment and Extension Agreement dated July 30, 2013 (together, the **"Loan Agreement"**), RBC extended a non-revolving term facility in the amount of \$4,000,000 to the Company. A copy of the Loan Agreement is attached hereto and marked as **Exhibit "C"**.

7. As security for the Company's obligations, RBC obtained the following from the Company and its principals:

- (a) A first ranking mortgage and charge in the amount of \$4,000,000 registered against the Property;
- (b) A first ranking general assignment of rents and leases from the Property;
- (c) A site specific security agreement comprising a first security interest on the personal property situate on, used in connection with or arising from the Property, including, without limitation, accounts receivable; and
- (d) Joint and several unconditional guarantees from Su, Jiang, Hu and Weng.

8. Copies of the above security documents are attached hereto and marked as **Exhibit "D"**.

Expiry of the Loan

9. The Loan Agreement expired on July 1, 2014 and was not renewed by RBC.

10. At this time, the Company indicated that it was in the process of selling the Property.

11. I am advised by Thomas Yeung, the commercial account manager at RBC responsible for the Company's account, that RBC followed up with the Company in September and October 2014 regarding the progress of the sale. RBC was advised that

one of the tenants had agreed to purchase the Property, with closing tentatively scheduled for March 2015.

12. I further understand from my discussions with Mr. Yeung that, throughout this period, efforts to sell the Property were repeatedly hindered due to disputes between the Company's shareholders.

13. On August 20, 2014, an order was registered against title to the Property as Registration No. AT3666613 restricting the Company, Weng and Hu from selling, disposing mortgaging or otherwise encumbering the Property. Copies of the registration and the restrictions order are attached hereto and marked as **Exhibit "E"**.

14. By order of Justice Pattillo dated October 8, 2014, the above restrictions order was conditionally removed. However, the restrictions order was not formally removed from title to the Property until May 19, 2015 by Registration No. AT3884954. Copies of the registration and the removal order are attached hereto and marked as **Exhibit "F"**.

15. In January 2015, RBC was advised that the Company had received a new offer to purchase from Dai Hoa Tran ("**Tran**").

16. In September 2015, RBC was advised by Weng's lawyer, Allan Shusterman, that the Company was attempting to refinance the Property through the Bank of Montreal. To the best of my knowledge, the Bank of Montreal did not approve the Company's financing request.

17. As such, in December 2015, carriage of the Company's account was transferred to my attention at SLAS.

Demands

18. In light of the failed attempts by the Company to refinance the Property and the ongoing disputes between its shareholders, RBC determined to make demand on the Company and take steps to enforce its security against the Property.

19. By letter dated January 8, 2016, Minden Gross LLP ("**Minden Gross**"), on behalf of RBC, demanded repayment of the amounts owing to RBC by the Company and delivered a Notice of Intention to Enforce Security pursuant to s. 244 (1) of the *Bankruptcy and Insolvency Act* (the "**BIA**") to the Company. Copies of the Demand and Notice of Intention to Enforce Security are attached hereto and marked as **Exhibit "G"** to this my affidavit.

20. By way of demand letters sent on January 8, 2016, RBC made demand on Su, Jiang, Hu and Weng under their personal guarantees of the debts of the Company to RBC. Copies of the demand letters are attached hereto and marked as **Exhibit "H"**.

21. Despite the demands, the Company has failed to repay its indebtedness to RBC pursuant to the Loan Agreement and Su, Jiang, Hu and Weng have failed to make any payments to RBC pursuant to their personal guarantees.

Notice of Sale

22. On January 25, 2016, Minden Gross, on behalf of RBC, issued a Notice of Sale in the amount of \$3,989,312.21. A copy of the Notice of Sale is attached hereto and marked as **Exhibit "I"**.

23. On or about the same date, RBC conducted a search for tax arrears in respect of the Property. Through its searches, RBC learned that the Company is currently in arrears in respect of property taxes in the amount of \$734,443.80.

24. I am advised by Minden Gross that on January 26, 2016, Vicki Pawlett, a real estate clerk with Minden Gross, spoke with a representative from the City of Toronto (Tax Collections) named Frank Tersigni regarding the Company's tax arrears. Mr. Tersigni confirmed the amount of the tax arrears and advised that the arrears date back to 2012.

25. Mr. Tersigni further advised Ms. Pawlett that the City intends to register a tax certificate against title to the Property unless the Company or RBC pays two years of tax arrears, totaling the approximate amount of \$324,000. A copy of the Tax Certificate is attached hereto and marked as **Exhibit "J"**.

26. On January 26, 2016, RBC received a letter from Weng's lawyer, Mr. Shusterman, requesting a mortgage discharge statement and indicating that Weng would be paying out the Company's indebtedness to RBC and its tax arrears on January 29, 2016. A copy of Mr. Shusterman's letter is attached hereto and marked as **Exhibit "K"**.

27. On January 28, 2016, RBC provided the mortgage discharge statement to Mr. Shusterman, a copy of which is attached hereto and marked as **Exhibit "L"**.

28. On the same date, January 28, 2016, I received an email from the office of Yigal Rifkind, the lawyer for Tran. Tran now claimed to be a shareholder of the Company and indicated that he was looking to purchase the shares of the other shareholders and refinance the Property. A copy of the email from Mr. Rifkind's office is attached hereto and marked as **Exhibit "M"**.

29. I am not certain as to whether Tran is in fact a shareholder. I understand from my dealings with the Weng's counsel, however, that there have been discussions since at least mid-2015 between Weng and Tran regarding a potential share transaction. For example, attached hereto and marked as **Exhibit "N"** is a document entitled "Agreement to Purchaser/Transfer Ownership" dated June 5, 2015 purporting to transfer Weng's shares to Tran.

30. On January 29, 2016, Mr. Shusterman advised RBC that Weng would not be paying out RBC's indebtedness on that date and that the "transaction" would be closing sometime in February. I understand that transaction to which Mr. Shusterman was referring was the transfer of shares from Weng to Tran.

31. The Notice of Sale expired on March 6, 2016.

32. To date, neither the Company nor its shareholders have paid out RBC or the City of Toronto.

Appointment of a Receiver

33. The Company is currently indebted to RBC in respect of the non-revolving term facility in the approximate amount of \$3,989,312.21, plus interest since the date of demand.

34. The Company has not made any payments to RBC in respect of its indebtedness since the loan expired on July 1, 2014.

35. To the best of my knowledge, the Company continues to operate the Property as a rental property, however, I do not know how much the tenants are paying in rent or where the rents are being directed.

36. Given the Company's failure to repay its indebtedness to RBC pursuant to the Loan Agreement, its significant tax arrears owing to the City of Toronto, its failure to account for its rental income, and the ongoing disputes among its shareholders, among other reasons, I believe that a court appointed receiver would be best placed to: (i) realize upon the assets of the Company, notably the sale of the Property; and (ii) maximize the recovery for the benefit of RBC and all creditors.

37. RBC wishes to take any and all steps necessary to preserve and protect the assets of the Company that are subject to RBC's security and to recover and realize on the same.

38. RBC considers it reasonable and prudent for it to continue the enforcement of its security in an effort to recover its outstanding loan to the Company and it is within

RBC's rights to do so. RBC believes that the appointment of a receiver will enhance the prospect of recovery by RBC and protect all stakeholders.

39. I believe that in all of the circumstances, it would be just and convenient for the court to appoint a receiver as sought in RBC's application.

40. RBC proposes that msi Spergel inc. ("**Spergel**") be appointed as receiver of the Company. Spergel has consented to act as court-appointed receiver with respect to the Company. A copy of this consent is attached hereto and marked as **Exhibit "O"**.


41. I make this affidavit in support of RBC's application to appoint of Spergel as Receiver and for no other or improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, this
28th day of March, 2016



A Commissioner, etc.

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)
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)
)
)



RICHARD CRAWFORD

BETWEEN

ROYAL BANK OF CANADA
Applicant

-and-

2292319 ONTARIO INC.
Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF RICHARD CRAWFORD
(sworn March 28, 2016)**

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Catherine Francis (LSUC# 26900N)
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Tel: 416-369-4137

Mark A. Freake (LSUC# 63656H)
mfreake@mindengross.com
Tel: 416-369-4326

Fax: 416-864-9223

Lawyers for the Applicant,
Royal Bank of Canada

EXHIBIT “A”

Request ID: 018486452
Transaction ID: 59883934
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/01/05
Time Report Produced: 16:40:27
Page: 1

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2292319	2292319 ONTARIO INC.	2011/07/15
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
26 HEATHROW COURT	NOT APPLICABLE	NOT APPLICABLE
MARKHAM ONTARIO CANADA L3R 3T8	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
38 METROPOLITAN ROAD		NOT APPLICABLE
TORONTO ONTARIO CANADA M1R 2T3	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	NOT APPLICABLE	NOT APPLICABLE

Activity Classification
NOT AVAILABLE

This is Exhibit "A" referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

Request ID: 018486452
Transaction ID: 59883934
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/01/05
Time Report Produced: 16:40:27
Page: 2

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CORPORATION PROFILE REPORT

Ontario Corp Number

2292319

Corporation Name

2292319 ONTARIO INC.

Corporate Name History

2292319 ONTARIO INC.

Effective Date

2011/07/15

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator: Name (Individual / Corporation)

SHERON JIE QING
HU

Address

2627 MACCOWAN ROAD

SCARBOROUGH
ONTARIO
CANADA M1S 5T1

Date Began

2014/03/29

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 018486452
Transaction ID: 59883934
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/01/05
Time Report Produced: 16:40:27
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CORPORATION PROFILE REPORT

Ontario Corp Number

2292319

Corporation Name

2292319 ONTARIO INC.

Administrator: Name (Individual / Corporation)

SHERON JIE QING
HU

Address

2627 MACCOWAN ROAD

SCARBOROUGH
ONTARIO
CANADA M1S 5T1

Date Began

2014/03/29

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator: Name (Individual / Corporation)

YUE WEI
JIANG

Address

26 HEATHROW COURT

MARKHAM
ONTARIO
CANADA L3R 3T8

Date Began

2014/03/29

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 018486452
Transaction ID: 59883934
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/01/05
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045

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2292319

2292319 ONTARIO INC.

Administrator:
Name (Individual / Corporation)

Address

YUE WEI
JIANG

26 HEATHROW COURT

MARKHAM
ONTARIO
CANADA L3R 3T8

Date Began

First Director

2014/03/29

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Y

Administrator:
Name (Individual / Corporation)

Address

WEN QING
SU

36 PETTIGREW COURT

MARKHAM
ONTARIO
CANADA L3S 1K4

Date Began

First Director

2014/03/29

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 018486452
Transaction ID: 59883934
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/01/05
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046

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2292319

2292319 ONTARIO INC.

Administrator:
Name (Individual / Corporation)

Address

WEN QING
SU

36 PETTIGREW COURT

MARKHAM
ONTARIO
CANADA L3S 1K4

Date Began

First Director

2014/03/29

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:
Name (Individual / Corporation)

Address

DAN RUI
WENG

61 TAMBROOK DR

SCARBOROUGH
ONTARIO
CANADA M1W 3L8

Date Began

First Director

2014/03/29

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 018486452
Transaction ID: 59883934
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/01/05
Time Report Produced: 16:40:27
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CORPORATION PROFILE REPORT

Ontario Corp Number

2292319

Corporation Name

2292319 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

DAN RUI

WENG

Address

61 TAMBROOK DR

SCARBOROUGH
ONTARIO
CANADA M1W 3L8

Date Began

2014/03/29

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

GENERAL MANAGER

Resident Canadian

Y

Request ID: 018486452
Transaction ID: 59883934
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/01/05
Time Report Produced: 16:40:27
Page: 7

043

CORPORATION PROFILE REPORT

Ontario Corp Number

2292319

Corporation Name

2292319 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2015/11/18

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

EXHIBIT “B”

This is Exhibit B referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016

M. J. F.
A COMMISSIONER FOR TAKING AFFIDAVITS



Ontario

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

06154-0004 (LT)

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

PAGE 1 OF 6
PREPARED FOR Vpawlett
ON 2016/01/05 AT 12:08:18

showing deleted

PROPERTY DESCRIPTION: PT BLK E PL 4597 SCARBOROUGH; PT BLK G PL 4597 SCARBOROUGH; METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090 PTS 1 & 2, 64R12578; S/T SC375112
AMENDED BY SC380649; TORONTO, CITY OF TORONTO

PROPERTY REMARKS

ESTATE/QUALIFIER

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY

RE-ENTRY FROM 06154-0078

PIN CREATION DATE

2000/08/28

OWNERS' NAMES

2392319 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2000/08/28 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/08/28 **						
SC345283	1965/10/14	AGREEMENT				C
SC380650	1967/10/30	AGREEMENT		ALLIED INNKEEPERS LIMITED	THE CORPORATION OF THE BOROUGH OF SCARBOROUGH	C
SC583692	1979/03/22	DEBENTURE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
SC598820	1980/02/27	NOTICE OF LEASE		*** COMPLETELY DELETED ***	JULIUS SCHMID OF CANADA LIMITED BY IT'S SOLICITOR DAVID S. MCLEAN	
TB606202	1989/05/30	NOTICE		*** COMPLETELY DELETED ***		
REMARKS: SC380650 // DELETED PURSUANT TO LTCQ GUIDELINES ON 2005/02/14 BY R. WARNER						
64R12578	1989/11/10	PLAN REFERENCE				C
REMARKS: ADDED TO PIN, 91/03/13, BY SMT						

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.



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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
64R14005	1993/10/21	PLAN REFERENCE				C
TB965824	1995/02/23	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	1069363 ONTARIO LIMITED	
REMARKS: UNDER POWER OF SALE IN TB653509						
TR291	1997/03/06	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1069363 ONTARIO LIMITED	HONGKONG BANK OF CANADA	
E489855	2001/12/20	NO SEC INTEREST		*** COMPLETELY DELETED *** COLOURBEST LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	
AT717228	2005/01/27	NO DET/SURR LEASE		*** COMPLETELY DELETED ***	1069363 ONTARIO LIMITED	
REMARKS RE: SC598820						
AT724989	2005/02/04	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	BUSINESS DEVELOPMENT BANK OF CANADA	
REMARKS: RE: E489895						
AT756644	2005/03/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: SC583692						
AT760115	2005/03/23	CHARGE		*** COMPLETELY DELETED *** 1069363 ONTARIO LIMITED	ROYAL TRUST CORPORATION OF CANADA	
AT760116	2005/03/23	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1069363 ONTARIO LIMITED	ROYAL TRUST CORPORATION OF CANADA	
REMARKS: AT760115						
AT760117	2005/03/23	NOTICE OF LEASE		*** COMPLETELY DELETED *** 1069363 ONTARIO LIMITED	WING SON GARMENTS LTD.	
AT760118	2005/03/23	NO ASSG LESSOR INT		*** COMPLETELY DELETED *** 1069363 ONTARIO LIMITED	ROYAL TRUST COPORATION OF CANADA	
REMARKS: AT760117						
AT760119	2005/03/23	CHARGE		*** COMPLETELY DELETED *** 1069363 ONTARIO LIMITED	ROYAL BANK OF CANADA	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT760120	2005/03/23	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1069363 ONTARIO LIMITED	ROYAL BANK OF CANADA	
	REMARKS: AT760119					
AT778999	2005/04/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
	REMARKS: RE: TR291					
AT926350	2005/09/21	TRANSFER		*** COMPLETELY DELETED *** 1069363 ONTARIO LIMITED	COLLEGESCARB HOLDINGS INC.	
	REMARKS: PLANNING ACT STATEMENT					
AT926836	2005/09/21	CHARGE		*** COMPLETELY DELETED *** COLLEGESCARB HOLDINGS INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
AT926872	2005/09/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COLLEGESCARB HOLDINGS INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
	REMARKS: AT926836					
AT931640	2005/09/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: RE: AT760119					
AT1136528	2006/05/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL TRUST CORPORATION OF CANADA		
	REMARKS: RE: AT760115					
AT1136529	2006/05/12	NO DET/SURR LEASE		*** COMPLETELY DELETED ***	WING SON GARMENTS LTD.	
	REMARKS: RE: AT760117					
AT2583675	2010/12/21	TRANSFER		*** COMPLETELY DELETED *** COLLEGESCARB HOLDINGS INC.	2256308 ONTARIO INC.	
	REMARKS: PLANNING ACT STATEMENTS					
AT2583753	2010/12/21	CHARGE		*** COMPLETELY DELETED *** 2256308 ONTARIO INC.	HILLMOUNT CAPITAL INC. THE BANK OF NOVA SCOTIA TRUST COMPANY THE BANK OF NOVA SCOTIA TRUST COMPANY	
AT2583754	2010/12/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				2256308 ONTARIO INC.	HILLMOUNT CAPITAL INC. THE BANK OF NOVA SCOTIA TRUST COMPANY THE BANK OF NOVA SCOTIA TRUST COMPANY	
				REMARKS: RENTS AT2583753		
AT2583755	2010/12/21	CHARGE		*** COMPLETELY DELETED *** 2256308 ONTARIO INC.	HILLMOUNT CAPITAL INC.	
AT2583756	2010/12/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2256308 ONTARIO INC.	HILLMOUNT CAPITAL INC.	
				REMARKS: AT2583755		
AT2583906	2010/12/21	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** HILLMOUNT CAPITAL INC.	MARDER, DEENA ADANAY INVESTMENTS LTD. CHILD, DANIEL REES BURNHAM, DARLENE FEZ FINANCIAL CORPORATION 1376124 ONTARIO LTD. HILLMOUNT GROUP INC. HIRMAR HOLDINGS INC.	
				REMARKS: AT2583753		
AT2583941	2010/12/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HILLMOUNT CAPITAL INC.	MARDER, DEENA ADANAY INVESTMENTS LTD. CHILD, DANIEL REES BURNHAM, DARLENE FEZ FINANCIAL CORPORATION 1376124 ONTARIO LTD. HILLMOUNT GROUP INC. HIRMAR HOLDINGS INC.	
				REMARKS: AT2583753		
AT2584048	2010/12/21	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** HILLMOUNT CAPITAL INC.	HIRSHBERG, HAIM HIRSHBERG, MARDI	
				REMARKS: AT2583755		
AT2584097	2010/12/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HILLMOUNT CAPITAL INC.	HIRSHBERG, HAIM HIRSHBERG, MARDI	
				REMARKS: RE;AT2583755,AT2583756, AT2584048		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2595963	2011/01/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		REMARKS: AT26836.				
AT2672652	2011/04/21	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CHILD, DANIEL REES	CHILD, DANIEL REES	
		REMARKS: AT2583753. AT2583906.				
AT2672653	2011/04/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** CHILD, DANIEL REES	CHILD, DANIEL REES	
		REMARKS: AT2583753. AT2583941.				
AT2624275	2011/09/27	CHARGE		*** COMPLETELY DELETED *** 2256308 ONTARIO INC.	DX FINANCIAL (CANADA) LTD. CHEN, XIAO	
AT2835316	2011/10/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** HIRSHBERG, HAIM HIRSHBERG, MARDI		
		REMARKS: AT2583755.				
AT2945118	2012/02/14	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** HIRMAR HOLDINGS INC.	THE BANK OF NOVA SCOTIA TRUST COMPANY THE BANK OF NOVA SCOTIA TRUST COMPANY	
		REMARKS: AT2583906.				
AT2945136	2012/02/14	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HIRMAR HOLDINGS INC.	THE BANK OF NOVA SCOTIA TRUST COMPANY THE BANK OF NOVA SCOTIA TRUST COMPANY	
		REMARKS: AT2583754				
AT3004661	2012/05/01	TRANSFER	\$6,000,000	2256308 ONTARIO INC.	2292319 ONTARIO INC.	C
AT3004664	2012/05/01	CHARGE	\$4,000,000	2292319 ONTARIO INC.	ROYAL BANK OF CANADA	C
AT3004684	2012/05/01	NO ASSGN RENT GEN		2292319 ONTARIO INC.	ROYAL BANK OF CANADA	C
		REMARKS:)AT3004664				
AT3006293	2012/05/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY THE BANK OF NOVA SCOTIA TRUST COMPANY CHILD, DANIEL REES MARDER, DEENA		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				ADAJAY INVESTMENTS LTD. BURNHAM, DARLENE FEZ FINANCIAL CORPORATION 1376124 ONTARIO LTD. HILLMOUNT GROUP INC. THE BANK OF NOVA SCOTIA TRUST COMPANY THE BANK OF NOVA SCOTIA TRUST COMPANY		
				REMARKS: AT2583753.		
AT3006357	2012/05/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** DX FINANCIAL (CANADA) LTD. CHEN, XIAO		
				REMARKS: AT2824275.		
AT3666613	2014/08/20	RESTRICTIONS ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	HO, WING KAN	
AT3884954	2015/05/19	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	2292319 ONTARIO INC.	
				REMARKS: DELETES AT3666613		

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EXHIBIT “C”



This is Exhibit 4 C referred to in the
affidavit of RICHARD CROWFORD

sworn before me, this 28th

day of March 2016

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

Commercial Mortgages
320 Front Street West
11th Floor
Toronto, Ontario
M5V 3B6
Tel : 416-974-2779
Fax: 416-974-4157

March 7, 2012

2292319 Ontario Inc.
1713-2627 McCowan Road
Scarborough, Ontario
M1S 5T1

Attention: Wen Qing Su, Yue Wei Jiang, Sharon Jie Qing Hu and Dan Rui Weng

Dear Sir/Madam:

We are pleased to confirm that Royal Bank of Canada has approved a **First** mortgage loan (herein the "**Loan**") upon the terms and conditions set out herein and in the attached Schedule of Standard Mortgage Loan Terms.

MORTGAGOR: 2292319 Ontario Inc. ("**you**" or the "**Mortgagor**").

MORTGAGEE: Royal Bank of Canada ("**us**" or "**we**" or the "**Mortgagee**").

LOAN AMOUNT: \$4,000,000.00

LOAN PURPOSE: The proceeds of the Loan will be used to finance the purchase of the Property, as hereinafter defined.

INTEREST RATE AND TERM: You may choose ONE only of the following options: A fixed-rate Loan having a term of 1, 2, 3, 4, or 5 years or a variable-rate Loan having a term of 1 or 2 years, which term shall commence on the interest adjustment date as hereinafter defined. Below are 2 tables, one for fixed rates and one for variable rates for the stated terms. Please have all Mortgagors and guarantors initial the ONE box, in the fixed rate table or variable rate table, that represents the rate type and term selected by you.

FIXED RATE:

A fixed rate of interest will be set on the day of advance and will be equal to Royal Bank of Canada's cost of funds, as determined by us in our sole discretion, for the term of the Loan set out below, plus a spread as indicated in the chart below, per annum, calculated semi-annually not in advance, both before and after maturity, default and judgment.

If you want a **FIXED-RATE** Loan, please have all Mortgagors and guarantors Initial in the "Initial" box of the row that represents the selected Term:

1	1.780%	2.000%	3.780%	<i>May 14</i>	<i>John Doe</i>
2	2.010%	2.000%	4.010%		
3	2.220%	2.000%	4.220%		
4	2.440%	2.000%	4.440%		
5	2.620%	2.000%	4.620%		

***Rates are indication rates only and are subject to change daily. As noted above the interest rate will be set on the day of advance.**

The Term will commence on the interest adjustment date as hereinafter defined.

VARIABLE RATE:

If you select a variable-rate of interest, the interest for the Loan shall be Royal Bank of Canada's Prime Interest Rate per annum in effect from time to time plus the spread for the selected term as stated in the grid below, per annum, calculated and payable monthly not in advance, both before and after maturity, default and judgment.

On the date of this letter, Royal Bank of Canada's Prime Interest Rate per annum, the interest rate applicable to the Loan and the equivalent rate per annum, (calculated semi-annually not in advance) are as stated in the grid below.

"Prime Interest Rate" means the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial Loans in Canada.

If you want a **VARIABLE-RATE** Loan, please have all Mortgagors and guarantors Initial below in the "Initial" box of the row that represents the selected Term:

Term (years)	Prime Interest Rate (%)	Spread (%)	Indication Interest Rate (%)	Equivalent Interest Rate (%)	Mortgagor Initials	Guarantor Initials
1	3.000%	1.500%	4.500%	4.542%		
2	3.000%	1.500%	4.500%	4.542%		

The Term will commence on the interest adjustment date as hereinafter defined.

CONVERTING FROM A VARIABLE RATE TO A FIXED RATE:

If the Loan is not in default, you may request to convert the Loan to a fixed rate of interest at any time during the Term for a further term of 1, 2, 3, 4 or 5 years, subject to us, in our sole discretion, being satisfied that the Property is capable of producing a debt service coverage acceptable to us and that there have been no material adverse changes in the value or condition of the Property. You will provide to us, upon request, updated property information, including without limitation, the current rent roll for the Property as well as your financial statements and those of any guarantor. The interest rate will be our then current commercial mortgage rate for the term selected. The new term, interest rate and payment due date will be indicated in the Conversion Agreement. A processing fee will be charged to convert the Loan to a fixed rate.

AMORTIZATION:**FIXED RATE:**

25 years.

VARIABLE RATE:

The amortization period will vary as the Prime Interest Rate, and therefore the interest rate applicable to the Loan, varies. If the interest rate as at the date of this commitment letter were to remain unchanged, the amortization period based upon the monthly payment amount set forth in the Repayment section below would be 25 years.

REPAYMENT:

Interest shall accrue on the amounts advanced from time to time, from the respective dates of such advances, and be paid monthly by you until the interest adjustment date inclusively, which shall be the first day of the month next following the final advance, unless the date of such final advance is the first day of a month, whereupon that date will be the interest adjustment date.

FIXED RATE:

Thereafter, a blended payment of principal and interest, in an amount set at the advance date of the Loan, shall be paid by you on the 1st day of each month during the term of the Loan and the balance shall be due and payable in full on maturity.

VARIABLE RATE:

Thereafter, the Loan amount together with interest thereon shall be paid by consecutive monthly instalments, in an amount set at the advance date of the Loan, on the 1st day of each month during the term of the Loan, and the balance shall be due and payable in full on maturity.

While the amount of each consecutive monthly instalment to be paid by you on account of the Loan is fixed, the respective portions of interest and principal which comprise each instalment may vary as the Prime Interest Rate, and therefore the interest rate payable on the Loan, varies. While you are not in default, we will apply each monthly instalment (other than the monthly tax portion, if applicable), firstly to interest, calculated as aforesaid on the Loan amount from time to time outstanding, and secondly to the reduction of the Loan amount. As a result, if the Prime Interest Rate rises, a larger portion of any instalment will be applied in payment of interest, thus delaying the reduction of the original Loan amount, and if the Prime Interest Rate falls, a larger portion of any

Instalment will be applied against the principal amount outstanding, thus accelerating the reduction of the original Loan amount. In the event that at any time any monthly instalment is not sufficient to pay all accrued interest on the date of such payment, the unpaid balance of accrued interest will be added to the original Loan amount and will form a charge on the mortgaged premises and shall bear interest at the interest rate applicable to the Loan, provided that we may, at our option, at any such time, without prior notice, in lieu of adding unpaid interest to the original Loan amount, increase the amount of the monthly instalment in increments of one hundred dollars to such amount as will be sufficient to pay all interest that has accrued from the date of the immediately preceding monthly instalment to and including the date of payment. The amount so payable shall become the new monthly instalment payment amount for all future payments until such time as you and we agree to a different monthly instalment payment amount or the monthly instalment payment amount is again increased in accordance with the terms hereof.

PREPAYMENT:

The term of the Loan is stipulated in favour of the Mortgagee.

If the Loan is a fixed rate Loan, it may not be prepaid and bears no right of prepayment prior to the maturity date. This provision takes precedence over any prepayment provision contained in the Mortgagee's mortgage documentation. You hereby expressly waive any right of prepayment you now have or hereafter may have pursuant to Section 10 of the *Interest Act* (Canada) and/or any other federal or provincial legislation permitting prepayment prior to the maturity date.

If the Loan is a variable rate Loan, provided you are not in default under this commitment letter, the Loan or Security, you may prepay the Loan on any payment date without penalty.

PAYMENT AUTHORIZATION:

You authorize us to automatically debit any account maintained by you with Royal Bank of Canada or its affiliates for principal, interest and all other amounts due in respect of the Loan. Alternatively, you will execute such documents as may be required to permit us to automatically debit your account at another financial institution for all amounts owing under this commitment letter.

SECURITY:

The security for the Loan (the "**Security**") shall be:

- (a) a first mortgage and charge (the "**Mortgage**") in the amount of \$4,000,000.00 on the freehold property known municipally as 38 Metropolitan Road, in the City of Toronto, in the province of Ontario, and having a building thereon with not less than 83,000 leasable commercial square feet (the "**Property**");
- (b) a first general assignment of rents and leases from the Property upon terms which will, until default, permit you to continue to receive such rents and revenues;

- (c) a site specific security agreement comprising a first security interest on the personal property now or hereafter situate on, used in connection with or arising from the Property, including, without limitation, accounts receivable;
- (d) the joint and several unconditional guarantees of Wen Qing Su, Yue Wei Jiang, Sheron Jie Qing Hu and Dan Rui Weng, guaranteeing payment of the principal of the Loan, and all other amounts due hereunder, including, without limitation, interest.

All documentation shall be in the forms used by us and must in all respects be satisfactory to us and our solicitors in our and their absolute discretion. Our solicitors in this transaction are Sun and Partners, **Attention: Betty Lal**, Tel: 416-490-0088, who must act exclusively on our behalf in connection with this matter.

**REPORTS/FINANCIAL
INFORMATION:**

Each year during the term of the Loan, within 30 days of receipt of our written request, you shall provide all information requested by us, including but not limited to the following:

- (a) Review Engagement financial statements of 2292319 Ontario Inc. for the fiscal year requested, duly signed and dated;
- (b) Current personal net worth statements for Wen Qing Su, Yue Wei Jiang, Sheron Jie Qing Hu and Dan Rui Weng, duly signed and dated, together with tax returns and Canada Revenue Agency assessment notices;
- (c) Operating statements relating specifically to the Property, for the fiscal year requested including inter alia, reality taxes, repairs and maintenance, utilities, management costs, tenant inducements and leasing commissions;
- (d) A current rent-roll for the Property showing inter alia, the area and location leased, annual payment (specifying gross or net), recovered amounts, any revenue escalation entitlement and/or leasing inducements, as well as expiry date and renewal options for each lease;
- (e) Copies of any new commercial leases signed in the past year or amendments to previous leases provided to us;
- (f) A property tax receipt indicating that taxes are paid;
- (g) A copy of the current insurance policy.

In addition, we may require that you and/or the guarantor provide to us any of the above-described financial statements or statements of net worth, as the case may be, updated to any date subsequent to the end of the last complete fiscal year or the effective date of the last statement of net worth, as the case may be.

We may also require that you provide to us an interim financial statement relating specifically to the operation of the Property, including a current rent roll showing, *inter alia*, base rent, recovered amounts and expenses, updated to any date subsequent to the end of your last complete operating period.

Upon our request, you and/or the guarantor(s) shall provide to us such further reports or statements as may be required from time to time.

Failure to provide any statement when due or within 30 days of a written request will constitute a default under this commitment letter and under the Mortgage.

LEASES:

You represent and warrant to us that the Property is leased in accordance with the non-residential leases set out in Schedule "A" and on the terms and for the rents set out in Schedule "A" to this commitment letter and that no payment by anticipation was, or will be, accepted with respect to these leases and any future leases affecting the Property. You will, at our request, provide executed copies of such leases and all future non-residential leases and all amendments and renewals. You agree that any future non-residential lease with a minimum leasable area in excess of 20% of the rentable area of building(s) on the Property or where the revenue from such lease will be in excess of 20% of the gross income from the Property (a "Major Lease") shall be on terms acceptable to us, acting reasonably. At the time of advance each tenant must be in possession of the whole of its leased premises, be carrying on business thereupon, be paying rent pursuant to the terms of the lease, and you and the tenant shall otherwise have performed all your respective obligations contained in the lease. You agree you shall not, without our prior written consent, terminate any present or future Major Lease, nor amend any of them in a way which, in our opinion, acting reasonably, would adversely affect our rights under the Security. You also agree to advise us if any of the following occur with respect to a Major Lease:

- (i) an event of default by either you or the tenant;
- (ii) bankruptcy or insolvency of the tenant;
- (iii) non-renewal;
- (iv) vacancy of the premises;
- (v) termination of the lease;
- (vi) a subletting of all or part of the premises; or
- (vii) any material adverse change.

TAXES:

All realty taxes and local improvement assessments ("Taxes") pertaining to the Property are to be paid directly by you or your tenants to the municipality when due and you shall provide us with receipted copies of the Tax bills for the Property or other evidence of payment of Taxes satisfactory to us within 30 days after the same has become payable. If at any time you do not pay any Taxes when due or fail to provide us with copies of your receipted Tax bills or other satisfactory evidence of payment, we may pay these Taxes and you shall repay us, on demand, any amount so paid. Any amount paid by us and remaining unpaid by you shall bear interest at the rate set out in this commitment letter. We may, at our option, at any time require that you pay to us in monthly instalments on the dates on which the monthly payments on the Loan are payable hereunder, sums, which in our estimation, will be sufficient to enable us to pay the whole amount of Taxes due, on or before the date for payment thereof or, if such amount of Taxes is payable in instalments, on or before the due date for payment of the first instalment thereof. **Any deficiency on your tax escrow account at any time shall be payable to us immediately upon demand.**

COSTS AND FEES:

Whether or not the transaction contemplated hereby is completed, you will pay all costs incurred by us in connection with this commitment letter and the Loan and Security including, without limitation, the legal fees and disbursements of our solicitors, and the fees and disbursements of our agents or consultants. Such costs may be deducted from the Loan proceeds advanced. In addition, you agree to pay all costs, charges and expenses incurred by us in connection with the operation or enforcement of this commitment letter, the Loan or the Security, or any amendment, extension, variation, discharge or renewal thereof, including, without limitation, costs of registration of financing statements or financing change statements and searches in connection therewith, periodic property inspections and Tax verifications and other similar costs, and any fees or charges of agents or other third parties retained by us for the purpose of conducting such activities on our behalf. In addition, you agree to pay our administration fees in connection with our administration of the Loan, including the provision of mortgage statements, provision of discharges, processing late payments and cheques or automatic debits which are dishonoured or not accepted by the financial institution, the amount of each such administration fee being a liquidated amount to cover administrative costs of the Mortgage and not a penalty. If you fail to pay any such costs, charges or expenses upon demand, the amount of the cost, charge or expense will be added to the outstanding principal amount of the Loan and shall be secured by the Security.

APPLICATION FEE:

A fee of \$8,000.00 is payable at or before the time of your acceptance of this commitment letter to validate your acceptance hereof. This fee is non-refundable and shall have been earned by us at the time of acceptance as compensation for time, effort and expense incurred in processing, approving and providing this commitment, excluding all costs and fees referred to herein. **We acknowledge receipt of the \$8,000.00 application fee.**

**CONDITIONS PRECEDENT TO
ADVANCE:**

Our obligation to advance the Loan is conditional upon receipt by us or our solicitors of the following, all in form and substance satisfactory to us or our solicitors:

- a) a duly executed copy of this commitment letter, on or before the time indicated in the section of this commitment letter entitled "Acceptance";
- b) duly executed copies of the Security and evidence of registration of same, in the manner and with the priorities required by us, in all appropriate governmental offices;
- c) certificate of insurance coverage pursuant to policies as required under the terms hereof, to be delivered to our solicitors within 10 days after execution of the commitment letter;
- d) an original up-to-date survey of the Property prepared for us, at your expense, by a qualified land surveyor, to be delivered to our solicitors. Such survey must show the boundaries of the Property, the location of all rights-of-way and easements, the location of all entrances and exits to and from the Property, the locations and dimensions of all parking areas of the Property and the location of all buildings and other improvements situate on the Property at the date of your acceptance of this commitment letter and the distances of all such buildings and improvements from all lot lines, and the information disclosed by such survey must be acceptable to us in our absolute discretion. If you don't have an original up-to-date survey of the Property as described above, title insurance from First American Title Insurance Company and offered through First Canadian Title Company Limited, or Stewart Title Guaranty Company will be required;
- e) a reliance letter, at your expense, addressed to us from Aims Environmental confirming that we may rely on the Phase II environmental assessment of the property dated August 31, 2010.
- f) an appraisal of the Property prepared for us at your expense by an approved appraiser indicating the present market value of the Property. The assumptions, findings and conclusions of which appraisal must be satisfactory to us in our sole discretion. This report is to be provided electronically in PDF format, with the duly signed original to follow;
- g) a building condition report (including an assessment of the electrical, mechanical and structural components and roof of the building) prepared for us at your expense by an approved engineer, the findings and conclusions of which shall be satisfactory to us in our sole discretion;
- h) evidence of payment of Taxes due and owing in respect of the Property;

- i) evidence of compliance with all applicable laws, by-laws and governmental and municipal regulations, orders or requirements including, without limitation, those dealing with planning, zoning, use, occupancy, environmental matters or fire including, without limitation, all requirements under any applicable fire retrofit provisions, and that there are no outstanding work orders, deficiency notices or like violations outstanding against the Property. If the buildings or improvements situate on the Property were constructed or substantially renovated within 12 months prior to the date of this commitment letter, we require evidence the buildings and improvements on the Property may be lawfully occupied, which evidence shall include an occupancy certificate / permit, if applicable;
- j) directors' resolutions, certificates of officers and opinions of counsel to the Mortgagee and the Mortgagor and any guarantor, confirming corporate capacity and the due authorization, execution, delivery, enforceability and priority of the Security, as may be required by us;
- k) any other information and documentation as we may reasonably request.

RIGHT OF TERMINATION:

We shall have the right to terminate our agreement to provide the Loan to you and be relieved of all obligations in connection therewith in the event any of the following events occur prior to the time of the advance (or any final advance) of the Loan hereunder:

- a) you fail or are unable or unwilling for any reason whatsoever to comply with any of the terms and conditions set out in this commitment letter within the time indicated for such compliance;
- b) you fail or refuse to execute and deliver any documentation required by this commitment letter or requested by us or our solicitors in connection herewith;
- c) you refuse to accept any funds when advanced;
- d) you or any guarantor or any tenant of the Property with a Major Lease shall become insolvent or bankrupt, or subject to proceedings under the Companies' Creditors Arrangement Act or other similar legislation, or subject to any other bankruptcy, receivership, insolvency, winding-up or other similar proceedings, whether voluntary or involuntary;
- e) there has been in our sole opinion a material adverse change in your financial condition or the condition of the Property or in the actual or anticipated revenues from the Property from the amounts set out in Schedule "A" hereto, or a lease referenced in Schedule "A" has been amended or terminated without our prior written consent, or any event has occurred that could reasonably be expected to result in any of the foregoing;

- f) we are advised of or are made aware that any material containing asbestos or other substances considered harmful by us been used, or will be used in the Property, or there is in, on or about the Property any product or substance (including PCB's), contaminants or hazardous materials, equipment, or any other thing which, in our opinion, constitutes or may constitute an environmental hazard or contravenes any environmental law, regulation, order or directive;
- g) you have not complied with all the provisions of applicable provincial construction / builders / mechanics lien legislation to our or our solicitor's satisfaction or you have not paid any sum or complied with any obligation that may confer right on a third party in respect of the Property or in the actual or anticipated revenues from the Property;
- h) any representation or warranty made by you in this commitment letter is not true and accurate as of the date of advance;
- i) we or our solicitors are not satisfied with any of the matters set out in the section entitled "Title" in the attached Schedule of Standard Mortgage Loan Terms;
- j) the net proceeds of the Loan have not been fully advanced on or before May 7, 2012. We require 3 business days prior written notice to advance funds from the date that all Conditions Precedent to Advance have been fulfilled;
- k) if any person, including a federal, provincial or municipal authority, other than you, requires or claims from us the full or partial amount of any sums advanced hereunder.

If, in accordance with the foregoing, we elect to terminate our agreement to provide the Loan to you prior to the advance of the entire Loan amount, the amount advanced on the Loan, if any, together with interest thereon at the rate set out herein shall become immediately due and payable and we shall, whether or not any amount has been advanced on the Loan, and without prejudice to our right to recover from you all costs and fees incurred by us, be entitled to retain the holding deposit as compensation for all damages sustained by us, it being agreed that the amount of such holding deposit is a fair estimate of the damages which will be suffered by us in such event.

MORTGAGE RATE:

FIXED RATE:

For registration purposes only, the mortgage will provide for an interest rate of 18.0% per annum, calculated semi-annually, not in advance, and the payment terms of the Mortgage will be based on that rate.

VARIABLE RATE:

For registration purposes, the mortgage will provide for an interest rate of the Prime Interest Rate plus 10.0% per annum, calculated monthly, not in advance, and the payment terms of the Mortgage will be based on that rate.

Notwithstanding the foregoing or any other provisions of this commitment letter or the Security, the actual interest rate and payment terms applicable to the Loan during the term will be determined in accordance with the sections of this letter entitled "Interest Rate And Term" and "Repayment".

SCHEDULES:

The attached schedules are incorporated into this commitment letter by reference and form a part hereof.

ASSIGNMENT:

You and any guarantors cannot assign any of your rights or obligations under this commitment letter or the Loan to a third party. You agree that we may transfer and assign, without your consent and without notice to you, our rights and obligations under this commitment letter, the Loan, the Security and any related documentation (the "Mortgage Loan and Security") to any affiliate or other third party. We may also syndicate, securitize or grant participation interests in the Mortgage Loan and Security, without your consent or notice to you. You agree that we may disclose confidential information relating to the Mortgage Loan and Security, including any financial information provided by you or any guarantor at any time or otherwise relating to you, or any guarantor, or to the Property and any plans, drawings or other documentation or information regarding the Property, to any associate or third party in connection with any of the transactions contemplated in this section.

TIME:

Time is of the essence hereof.

AMENDMENT:

No amendment or waiver of any provision of this agreement will be effective unless it is in writing and signed by the Mortgagor and the Mortgagee. No failure or delay, on the part of the Mortgagee, in exercising any right or power hereunder shall operate as a waiver thereof. All other parties to this commitment letter hereby agree that the amendment or waiver of any provision of this commitment letter (other than agreements, covenants or representations expressly made by such other party hereunder, if any) may be made without and do not require the consent or agreement of, or notice to, such other parties.

GOVERNING LAW:

The agreement constituted by your acceptance of this commitment letter shall be governed by the laws of the province in which the Property is situated.

SURVIVAL:

The terms and conditions of this commitment letter shall, after acceptance by you, survive the execution and registration of the Security and there shall be no merger of these provisions or conditions in the Mortgage or other Security; provided that in the event of any conflict between the provisions of this commitment letter and the provisions of the Security, we may elect which provisions shall prevail.

JOINT AND SEVERAL:

Where more than one person is liable as Mortgagor or as a guarantor or otherwise for any obligation under or pursuant to this commitment letter, then the liability of each such person for such obligation is joint and several with each other such person.

E-MAIL AND FAX TRANSMISSION:

The Mortgagee is entitled to rely on any agreement, document, instrument, report or certificate provided to the Mortgagee by the Mortgagor or any Guarantor by way of e-mail or fax transmission as though it were an originally signed agreement, document, instrument, report or certificate. The Mortgagee is further entitled to assume that any communication from the Mortgagor or any Guarantor received by e-mail or fax transmission is a reliable communication from the Mortgagor or Guarantor.

ELECTRONIC IMAGING:

The parties hereto agree that, at any time, the Mortgagee may convert paper records of this commitment letter and all other documentation delivered to the Mortgagee (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Mortgagee's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

ACCEPTANCE:

The terms of this commitment letter are open for acceptance by you and all guarantors by your executing the original of this letter where indicated below and returning the original of this letter, to our office at 320 Front Street West, 11th Floor, Toronto, Ontario, **Attention: Benjamin Tang** on or before 2:00 p.m. on **April 6, 2012**, after which date and time this commitment letter shall lapse and be of no further force or effect, unless it is extended by the Mortgagee in its sole discretion.

USE OF LOAN PROCEEDS BY MORTGAGOR

The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will not use the proceeds of the Loan for the benefit or on behalf of any Person other than the Mortgagor. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

LANGUAGE:

The parties acknowledge that they have requested that the present agreement, as well as all notices and communications contemplated hereby, be drafted in the English language.

Les parties aux présentes reconnaissent qu'elles ont demandé que la présente convention ainsi que tous avis et communications en résultant soient rédigés dans la langue anglaise.

Yours very truly,

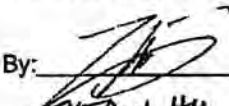
Royal Bank of Canada

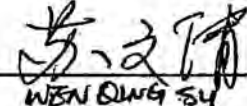

Benjamin Tang
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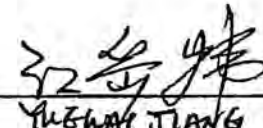
ACCEPTED on MARCH 15, 2012


The undersigned borrowers have read, understand and accept the terms and conditions of this commitment letter and acknowledge receiving a copy of it, including Schedule "A" and the Schedule of Standard Mortgage Loan Terms.

2292319 Ontario Inc.

By: 
SHARON HU
Title: PRESIDENT


WEN QING SU
Title: SECRETARY

By: 
YUE WEI JIANG
Title: DIRECTOR



DAN RUI WENG
Title: DIRECTOR

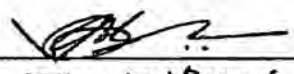
I / We have the authority to bind the Corporation

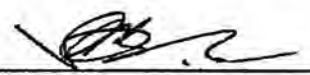
The undersigned guarantors have read, understand and accept the terms and conditions of this commitment letter and acknowledge receiving a copy of it, including Schedule "A" and the Schedule of Standard Mortgage Loan Terms. Each of the guarantors authorizes the Mortgagor to provide, and the Mortgagee to obtain, all information relating to each such guarantor referred to in the "Reports/Financial Information" clause.

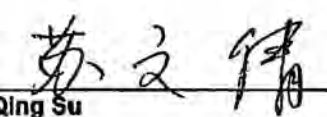
Signed on MARCH 15, 2012.



WITNESS: THOMAS YOUNG


WITNESS: THOMAS YOUNG

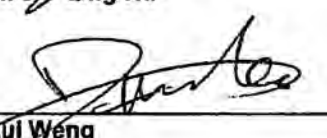

WITNESS: THOMAS YOUNG


WITNESS: THOMAS YOUNG


Wen Qing Su


Yue Wei Jiang


Sharon Jie Qing Hu


Dan Rui Weng

REALTY TAX INFORMATION

(to be completed by the Mortgagor)

Amount of Realty Taxes for the year ended December 31, 2011 \$ _____ *

Amount of Realty Taxes billed for the month ended January 31, 2012 \$ _____ *

*Please attach a copy of the relevant tax bill(s).

Please complete:

My solicitor in this transaction will be:

Firm: JOACHIM M LDH LAW OFFICE
Attention:
Address: 10 - 3880 MIDLAND AVE
Phone number: SCARBOROUGH, ON M1V 5K4
Fax number: 416-609-8289 (P)
e-mail address: 416-609-8857 (F)

SCHEDULE "A"
(Non -Residential)
(To be completed by the Mortgagor)

<u>Name of Lessee</u>	<u>Date of Lease</u>	<u>Term of Lease</u>	<u>Monthly Base Rent</u>	<u>Proportionate Share of Monthly Operating Costs</u>
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SEE RENT ROLL PREVIOUSLY PROVIDED



Royal Bank of Canada

Commercial Mortgages
11th Floor, 320 Front Street West, Toronto, Ontario M5V 3B6
Attention: Patrick Wang Tel: (416) 974-1955

MORTGAGE AMENDMENT AND EXTENSION AGREEMENT

DATE: July 30, 2013 MORTGAGE NO.: 03039401 - 001
2292319 ONTARIO INC.
38 METROPOLITAN RD.
SCARBOROUGH ON
M1R 2T6
PROPERTY ADDRESS: 38 METROPOLITAN RD.
TORONTO, ON

We are pleased to offer you an extension of your mortgage loan maturing on May 1, 2013 and extended to July 1, 2013 ("Maturity Date").

The extension of your mortgage loan will be for the term selected by you from the options listed below and will be subject to all of the other provisions of this agreement. The provisions of this agreement supplement the provisions of your registered Mortgage/Charge/Deed of Inseparable Hypothec and the Commitment Letter and all other documents relating to your mortgage loan. The terms "we", "you", "mortgage" and "property" used in this agreement correspond to the terms "Mortgage", "Charge" or "Loan", "Mortgage", "Charge", "Borrower" or "Omnibus", "Charge", "Mortgage", "Loan" or "Indebtedness" and "Lender", "Charged Parties", "Mortgaged Premises", "Property" or "the property" in the registered mortgage, charge or Deed of Inseparable Hypothec.

CURRENT DETAILS OF YOUR MORTGAGE			
Projected Maturity Balance:	\$3,886,947.37	(provided all payments are made up to and including the Maturity Date)	
Remaining Amortization (in months):	285	Payment Frequency:	MONTHLY
Interest Rate:	3.92	Principal & Interest Payment:	\$ 20,867.70
Loan Type:	COMMERCIAL	Tax Payment:	\$ -
Term:	12 MONTHS		
Rate Type:	FIXED	TOTAL PAYMENT:	\$ 20,867.70

Please select one of the terms in the table below by initialing in the space provided. If you require assistance in completing the agreement or would like to discuss the options offered, please contact our mortgage analyst at the above telephone number.

FIXED RATE MORTGAGES

Please Initial Term Selection	Available Term	Royal Bank of Canada Cost of Funds*	Spread	Indication Interest Rate*	New Maturity Date	Estimated Principal & Interest Payment (\$)	Tax Payment (indication only)	Revised Total Payment (\$)	Remaining Amortization At New Maturity Date (in months)	Estimated Balance Owed At New Maturity Date (\$)
<i>SA 1008</i>	1 YEAR FIXED	1.550%	2.000%	3.550%	Jul 01 2014	\$18,106.61	\$0.00	\$18,106.61	274	\$3,780,843.82
—	2 YEAR FIXED	1.780%	2.000%	3.780%	Jul 01 2015	\$18,578.01	\$0.00	\$18,578.01	263	\$3,677,190.89
—	3 YEAR FIXED	2.030%	2.000%	4.030%	Jul 01 2016	\$21,138.53	\$0.00	\$21,138.53	250	\$2,878,477.68
—	4 YEAR FIXED	2.340%	2.000%	4.340%	Jul 01 2017	\$21,749.10	\$0.00	\$21,749.10	238	\$2,478,328.28
—	5 YEAR FIXED	2.650%	2.000%	4.650%	Jul 01 2018	\$22,411.38	\$0.00	\$22,411.38	226	\$2,382,485.99

*Indication Rates Only - subject to change daily.

All calculations are based on the current details of your mortgage and Indication Rates and are subject to change depending on the rate at the later of maturity date or date of receipt of signed agreement. Your first new payment date will be August 1, 2013.

Interest Rate will be based on Royal Bank of Canada's Cost of Funds, as determined by us at our sole discretion, the later of maturity date or date of receipt of signed agreement for the term set out in the table above and selected by you, plus a spread as indicated in the table above, per annum.

VARIABLE RATE MORTGAGES

Please Initial Term Selection	Available Term	RBP	Spread	New Interest Rate	New Maturity Date	Estimated Principal & Interest Payment (\$)	Tax Payment (indication only)	Revised Total Payment (\$)
—	2 YR VARIABLE	1.000%	1.500%	4.500%	Jul 01 2015	\$22,180.34	\$0.00	\$22,180.34

All calculations are based on the current details of your mortgage and the current Prime Interest Rate. Your first new payment date will be August 1, 2013.

The interest rate, amortization period, and balance owing at maturity are subject to change depending on fluctuations in the Prime Interest Rate. "Prime Interest Rate" means the annual rate of interest announced by Royal Bank of Canada from time to time as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. On the date of this Mortgage Amendment and Extension Agreement, the Prime Interest Rate ("RBP") is as stated in the grid above. The interest rate applicable to your mortgage loan shall be the Prime Interest Rate, plus the spread for the selected term, as stated above, per annum.

EXTENSION FEE

This extension is subject to payment of an extension fee of \$5,830. Please enclose your cheque for this amount or check ☒ if you wish us to debit your mortgage payment account.

IMPORTANT:

We bring to your attention the terms and conditions set out on the reverse side hereof. Please read them carefully before signing this agreement. You acknowledge receiving copies of both sides of this Mortgage Amendment and Extension Agreement and confirm that you and the guarantor(s) have read both sides before signing the Mortgage Amendment and Extension Agreement and have kept copies of both sides. All the terms and conditions of your mortgage or Commitment Letter will remain in effect except as amended by this Mortgage Amendment and Extension Agreement. If any of the terms of this agreement are inconsistent with the terms of the mortgage or the Commitment Letter, the terms of this agreement will prevail in respect of the interest rate, term, term, payments and prepayments and the mortgage or Commitment Letter, as the case may be, shall prevail in respect of all other matters.

The guarantor(s) have(s) guaranteed the loan and agree(s) that the guarantor extends to the mortgage or Commitment Letter as amended or extended by this Mortgage Amendment and Extension Agreement. The guarantor(s) further acknowledge(s) that we may provide any notice or other document or information regarding the loan to the mortgage without giving such notice or other document or information to, or obtaining the concurrence of, the guarantor(s) and without in any way lessening, hindering or otherwise affecting the obligations or liabilities of the guarantor(s).

We accept this offer of extension and agree to the terms and conditions herein and on the reverse hereof.

July 31, 2013 *SA 1008*
DATE MORTGAGOR - 2292319 ONTARIO INC.
DATE MORTGAGOR -
DATE MORTGAGOR -
DATE MORTGAGOR -

July 31, 2013 *SA 1008*
DATE GUARANTOR - WEN JING GU
July 31, 2013 *SA 1008*
DATE GUARANTOR - YUE JIE JIANG
July 31, 2013 *SA 1008*
DATE GUARANTOR - SHIGEN HE QIAO JIE
July 31, 2013 *SA 1008*
DATE GUARANTOR - DAN BUI WENG

(THIS AGREEMENT MUST BE SIGNED BY ALL THE MORTGAGORS AND GUARANTORS TO THE MORTGAGE).

TERMS AND CONDITIONS OF EXTENSION**NEW TERM AND PAYMENT**

The new term of your mortgage loan will begin on the day after the Maturity Date and will mature on the new maturity date indicated for the term you have selected. You will pay the Total Payments set forth in this agreement on each payment due date during the new term you have selected. The balance of your mortgage loan will become due and payable on the new maturity date.

RESERVATION OF RIGHTS

This agreement amends and extends your mortgage loan and the mortgage. It is granted without any novation, is not meant to create an entirely new mortgage loan or mortgage or to amend or prejudice any rights we may have with respect to the property or to any security collateral to the mortgage or with respect to any other parties not a party to this agreement, whether such parties are an original or previous borrower, guarantor, surety or subsequent encumbrancer or anyone interested in the property, or to amend the rights of any such person. Your mortgage is deemed to be dated as of the Maturity Date.

INTEREST CALCULATION

- (a) **Fixed Rate Mortgage:** Interest is calculated semi-annually (not in advance, as well after as before maturity, default and judgment and payable with the same frequency as the Payment Frequency indicated in this agreement).
- (b) **Variable Rate Mortgage:** Interest is calculated and payable monthly (not in advance, as well after as before maturity, default and judgment. If you select a variable rate, a table of equivalent rates calculated semi-annually, not in advance will be sent to you. The rate table will be deemed to be part of this agreement).

REPAYMENT UNDER VARIABLE RATE MORTGAGES

While the amount of each consecutive monthly installment to be paid by you in respect of the mortgage loan is fixed, the respective portions of interest and principal that comprise each installment will vary as the Prime Interest Rate and, therefore, the interest rate varies. While you are not in default, we will apply each monthly installment, and any other payment that you may make from time to time (other than the monthly tax portion, if any), firstly to interest at the interest rate set out in this agreement, calculated on the principal amount from time to time outstanding, and secondly to the reduction of the principal amount. In the event that any monthly installment is not sufficient to pay all accrued interest on the date of such payment, the unpaid balance of accrued interest will be added to the principal amount secured by the mortgage and shall bear interest at the interest rate set out herein.

As a result, if the Prime Interest Rate rises, a larger portion of any installment will be applied in payment of interest and if the Prime Interest Rate falls, a larger portion of any installment will be applied against the principal amount outstanding, thus accelerating the reduction of the principal amount.

PREPAYMENT RIGHTS - FIXED RATE

This mortgage loan may not be prepaid and bears no right of prepayment prior to the new maturity date. You expressly waive any right of prepayment you now have or hereafter may have pursuant to section 10 (1) of the Interest Act (Canada) and for any similar federal or provincial legislation permitting prepayment prior to the new maturity date.

PREPAYMENT RIGHTS - VARIABLE RATE

If you are not in default under the mortgage loan, you may prepay the whole or any part of the original loan amount on any payment date without penalty provided that any prepayment shall not be less than \$1,000.00.

FEES AND EXPENSES

You agree to pay our costs, charges and expenses incidental to this extension, and to any and all other documents required in connection herewith and of anything done in connection with the enforcement of the security granted. If those costs and fees are not paid, we may, at our option, add them to the principal of the mortgage.

GUARANTORS

Each guarantor agrees that his, her or their guarantee extends to the terms and conditions set forth in this agreement as primary debtor(s).

ENVIRONMENTAL HAZARDS

You represent and warrant that: (a) no environmental hazard, or circumstances which might give rise to an environmental hazard, exists on the property or, to the best of your knowledge, has existed on the property or exists or has existed on any adjacent land; (b) no claim, complaint, investigation or notice of any action or proceeding of any kind has been made or issued relating to the environmental condition of the property; (c) the property is being used in compliance with all applicable statutes, regulations, orders, by-laws and directions relating to the protection of the environment; and (d) you have obtained any and all certificates, permits and / or approvals required to permit the conduct of business on the property. You agree to give us immediate notice of any change in circumstances which would make any of the foregoing representations untrue, or materially affect our security.

You will not create, nor will you allow anyone else to create, any environmental hazard on the property. If an environmental hazard is discovered on the property, you will notify us immediately in writing. You shall, at your cost, retain an environmental consultant, acceptable to us. You shall deliver to us copies of all reports, studies or other documents prepared by the consultant. You will also appropriate remedial action on the property with respect to any violation of any applicable statute, regulation, order or by-law relating to the protection of the environment. You will permit us at any time to conduct an environmental inspection and will provide us with all information about the property required by us from time to time to determine compliance with this section. You will defend and indemnify us and our directors, officers, employees and agents against all liabilities, costs or damages arising out of any hazard caused by use of the property by anyone or by contamination of or from the property. Failure to comply with this section in any respect will constitute a default under the mortgage.

REPORTING

You agree to provide us during the term of this extension or any further extension herewith your financial statements and those of the guarantor(s) and income and expense statements of the property for each fiscal year within 120 days of the end of each fiscal year. Where you or the guarantor(s) is a company the statements must be Notice To Reader prepared by an accountant and shall include a balance sheet and a detailed statement of income and expenditures with supporting notes and schedules. Where you or the guarantor(s) is an individual, the statements shall include a net worth statement and income tax returns together with relevant Canada Customs and Revenue Agency ("CCRA") Assessment Notices. You also agree to provide us with copies of all leases not previously provided and a comprehensive list of all current leases and rentals within 120 days of the end of your fiscal year. In addition to the foregoing, we may require that you and the guarantor(s) provide any of the aforesaid financial statements updated to any date subsequent to the end of your or the guarantor(s)' last complete fiscal year/last net worth statement.

Where the income from the property is subject to Goods and Services Tax ("GST") you agree, at our request, to provide a letter from CCRA confirming the GST is in good standing or, at our request, a signed third party authorization to CCRA.

Failure to provide any statements hereunder within thirty (30) days of written request will constitute a default under the mortgage.

CROSS DEFAULT

If you do not perform any provisions of the mortgage, this agreement, the Commitment Letter or any other agreement to which we and you are parties, such event shall constitute an event of default under the mortgage.

INSURANCE

You agree to provide us with the evidence of continuation of all insurance on the property at least fifteen (15) days before the expiration of terms. The mortgage and Commitment Letter detail the types of insurance that you are required to maintain.

ASSIGNMENT

You and any guarantor agree that we may transfer and assign, without your/their consent and without notice to you/them, our rights and obligations under this agreement, the mortgage, collateral security and related documentation in support of the mortgage ("the Mortgage Security") to a subsidiary, or to any other third party. We may also syndicate, securitize or grant participation interests in the Mortgage Security. In addition, you/they also agree that we may disclose any information relating to the Mortgage Security, including any financial information in support of this agreement or your original application for financing, to a third party as required in order to carry out these transactions.

SALE OF THE PROPERTY

The entire unpaid balance of the mortgage loan together with accrued interest, may at our option, become immediately due and payable in the event you (i) sell, convey or transfer the property, or (ii) if you are a corporation, you undergo a change in control. Details of your obligations in this regard, including the applicable prepayment and indemnity, are contained in the mortgage and Commitment Letter.

ACCESS TO THE PROPERTY

We shall have the right at any reasonable time to fully inspect the interior and exterior of the property, as long as any monies remain outstanding under the mortgage.

SUBSEQUENT ENCUMBRANCES

You agree that there will be no subsequent encumbrances on the property other than those consented to by us in writing.

LANGUAGE

The parties acknowledge that they have requested that the present agreement as well as all notices and communications contemplated hereby be drafted in the English language. Les parties aux présentes reconnaissent qu'elles ont demandé que la présente convention ainsi que tous avis et communications en résultant soient rédigés dans la langue anglaise.

INTERPRETATION

For the purposes of this agreement, the word mortgage includes hypothec, and the word mortgagor includes the grantor of the hypothec.

EQUIVALENT RATE TABLE

For the purpose of the Interest Act of Canada, it is understood, agreed and declared that the amount of principal money hereby secured is the Principal Amount and the rate of interest chargeable thereon, calculated half-yearly, not in advance, is the rate set forth in the table below:

Interest Rate Calculated Monthly Not In Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not In Advance (%)	Interest Rate Calculated Monthly Not In Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not In Advance (%)
1.000	1.002	10.500	10.732
1.125	1.128	10.625	10.863
1.250	1.253	10.750	10.994
1.375	1.379	10.875	11.124
1.500	1.503	11.000	11.255
1.625	1.631	11.125	11.386
1.750	1.756	11.250	11.517
1.875	1.882	11.375	11.648
2.000	2.008	11.500	11.779
2.125	2.134	11.625	11.910
2.250	2.261	11.750	12.041
2.375	2.387	11.875	12.173
2.500	2.513	12.000	12.304
2.625	2.639	12.125	12.435
2.750	2.766	12.250	12.567
2.875	2.892	12.375	12.698
3.000	3.019	12.500	12.830
3.125	3.145	12.625	12.962
3.250	3.272	12.750	13.094
3.375	3.399	12.875	13.225
3.500	3.526	13.000	13.357
3.625	3.652	13.125	13.489
3.750	3.779	13.250	13.621
3.875	3.906	13.375	13.753
4.000	4.033	13.500	13.885
4.125	4.161	13.625	14.018
4.250	4.288	13.750	14.150
4.375	4.415	13.875	14.282
4.500	4.542	14.000	14.415
4.625	4.670	14.125	14.547
4.750	4.797	14.250	14.680
4.875	4.923	14.375	14.812
5.000	5.052	14.500	14.945
5.125	5.180	14.625	15.078
5.250	5.308	14.750	15.211
5.375	5.436	14.875	15.344
5.500	5.563	15.000	15.477
5.625	5.691	15.125	15.610
5.750	5.819	15.250	15.743
5.875	5.947	15.375	15.876
6.000	6.076	15.500	16.009
6.125	6.204	15.625	16.143
6.250	6.332	15.750	16.276
6.375	6.460	15.875	16.409
6.500	6.589	16.000	16.543
6.625	6.717	16.125	16.677
6.750	6.846	16.250	16.810
6.875	6.974	16.375	16.944
7.000	7.103	16.500	17.078
7.125	7.232	16.625	17.212
7.250	7.360	16.750	17.345
7.375	7.489	16.875	17.480
7.500	7.618	17.000	17.614
7.625	7.747	17.125	17.748
7.750	7.876	17.250	17.882
7.875	8.005	17.375	18.016
8.000	8.135	17.500	18.151
8.125	8.264	17.625	18.285
8.250	8.393	17.750	18.419
8.375	8.522	17.875	18.554
8.500	8.652	18.000	18.689
8.625	8.781	18.125	18.823
8.750	8.911	18.250	18.958
8.875	9.041	18.375	19.093
9.000	9.170	18.500	19.228
9.125	9.300	18.625	19.363
9.250	9.430	18.750	19.498
9.375	9.560	18.875	19.633
9.500	9.690	19.000	19.768
9.625	9.820	19.125	19.903
9.750	9.950	19.250	20.039
9.875	10.080	19.375	20.174
10.000	10.211	19.500	20.310
10.125	10.341	19.625	20.445
10.250	10.471	19.750	20.581
10.375	10.602	19.875	20.716

EXHIBIT “D”

"D"

This is Exhibit referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016

[Signature]
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

LRO # 80 Charge/Mortgage

Received as AT3004664 on 2012 05 01 at 11:30

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

yyyy mm dd Page 1 of 3

Properties

PIN 06154 - 0004 LT **Interest/Estate** Fee Simple

Description PT BLK E PL 4597 SCARBOROUGH; PT BLK G PL 4597 SCARBOROUGH;
METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090 PTS 1 & 2,
64R12578; S/T SC375112 AMENDED BY SC380649; TORONTO, CITY OF TORONTO

Address 38 METROPOLITAN ROAD
TORONTO

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 2292319 ONTARIO INC.

Address for Service 38 Metropolitan Road, Toronto, Ontario

I, Yue Wei Jiang, the President, have the authority to bind the corporation.

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

Chargee(s)**Capacity****Share**

Name ROYAL BANK OF CANADA

Address for Service 180 Wellington Street West, 10th Floor, Toronto, Ontario M5J 1J1

Provisions

Principal \$ 4,000,000.00 **Currency** CDN

Calculation Period See Schedule attach

Balance Due Date See Schedule attach

Interest Rate See Schedule attach

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms 9912

Insurance Amount See standard charge terms

Guarantor Wen Qing Su, Yue Wei Jiang, Sharon
Jie Qing Hu, Dan Rui Weng

Additional Provisions

See Schedules

Signed By

Betty Suk Fun Lai 301-3650 Victoria Park Ave. acting for Signed 2012 05 01
Toronto
M2H 3P7
Chargor(s)

Tel 4164900088

Fax 4164900008

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

LRO # 80 Charge/Mortgage

Received as AT3004664 on 2012 05 01 at 11:30

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

yyyy mm dd Page 2 of 3

Submitted By

SUN & PARTNERS PROFESSIONAL
CORPORATION

301-3650 Victoria Park Ave.
Toronto
M2H 3P7

2012 05 01

Tel 4164900088

Fax 4164900008

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Chargee Client File Number :

BL/AQ1203038

Schedule
Form 5 - Land Registration Reform Act
Fixed Rate

Page 1

Additional Property Identifier(s) and/or Other information

The amount of principal money secured by this Charge is the sum of FOUR MILLION Dollars (\$4,000,000.00) (the "Principal Amount") and any additional principal amounts advanced by the Chargee to the Chargor from time to time under this Charge, and the rate of interest chargeable thereon is Eighteen per centum (18.00%) per annum (the "Charge Rate") calculated half-yearly not in advance, as well after as before maturity of this Charge, and both before and after default and judgment until paid.

Defeasance:

PROVIDED, this Charge to be void upon the Chargor, his heirs, executors, administrators, successors or assigns or any of them paying to the Chargee, its successors or assigns in lawful money of Canada, the Principal Amount with interest thereon at the Charge Rate, calculated half-yearly, not in advance, as well after as before maturity and both before and after default and judgment until paid, as follows:

Interest at the Charge Rate on the amounts from time to time advanced, computed from the respective dates of such advances until May 1, 2012
(Month) (Day) (Year)

shall become due and be paid on the date last mentioned (hereinafter referred to as the "date for adjustment of interest"). Provided that the Chargee may require such interest at the Charge Rate on the principal advances from time to time, computed from the respective dates of such advances, to become due and payable in monthly instalments on the 1st day of the month next following the first advance, and on the 1st day of each and every month thereafter and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the date for adjustment of interest. At the option of the Chargee, interest so due and payable may be deducted from such advances. Thereafter, the Principal Amount, together with interest thereon at the Charge Rate computed from the date for adjustment of interest, shall become due and be paid by monthly instalments of Fifty Eight Thousand Six Hundred Fifty Five 20/100 Dollars (\$58,655.20) each (which include principal and interest) on the 1st day of each and every month in each and every year from and including

June 1, 2012 to and including May 1, 2013
(Month) (Day) (Year) (Month) (Day) (Year)

and the balance, if any, of the Principal Amount and interest thereon shall become due and payable on the date last mentioned; and also paying to the Chargee, its successors or assigns in lawful money of Canada, any additional principal amounts advanced by the Chargee to the Chargor from time to time under this Charge with interest thereon; and paying any taxes, rates, levies, charges or assessments upon the Charged Premises no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions contained in this Charge.

FOR OFFICE
USE ONLY

D ii) 077

LRO # 80 Notice Of Assignment Of Rents-General

In preparation on 2012 04 28 at 11:54

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN 06154 - 0004 LT

Description PT BLK E PL 4597 SCARBOROUGH; PT BLK G PL 4597 SCARBOROUGH;
METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090 PTS 1 & 2,
64R12578; S/T SC375112 AMENDED BY SC380648; TORONTO, CITY OF TORONTO

Address 38 METROPOLITAN ROAD
TORONTO

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 2292319 ONTARIO INC.
Acting as a company

Address for Service 38 Metropolitan Road, Toronto, Ontario

I, Yue Wei Jiang, the President,, have the authority to bind the corporation.

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

Party To(s)**Capacity****Share**

Name ROYAL BANK OF CANADA
Acting as a company

Address for Service 180 Wellington Street West, 10th Floor, Toronto, Ontario M5J 1J1
(File No. BL/AQ1203038)

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, INST NO.____ to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration no.(s)____ RBC 1st Charge

Signed By

Betty Suk Fun Lal	301-3650 Victoria Park Ave. Toronto M2H 3P7	acting for Applicant(s)	Signed	2012 04 28
Tel 4164900088				
Fax 4164900008				

I have the authority to sign and register the document on behalf of all parties to the document.

Betty Suk Fun Lal	301-3650 Victoria Park Ave. Toronto M2H 3P7	acting for Party To(s)	Signed	2012 04 28
Tel 4164900088				
Fax 4164900008				

I have the authority to sign and register the document on behalf of all parties to the document.

ASSIGNMENT OF RENTS

THIS INDENTURE made this day of April, 2012

BETWEEN:

2292319 ONTARIO INC.

hereinafter called the "Assignor"

OF THE FIRST PART,

and

ROYAL BANK OF CANADA

hereinafter called the "Assignee"

OF THE SECOND PART.

WHEREAS, by a Mortgage dated the day of April, 2012 and registered in the Land Registry Office for the Land (Registry/Titles) Division of The Toronto Registry Office No. 80 as Instrument No. the Assignor herein did grant and mortgage unto the Assignee herein the lands and premises more particularly described in Schedule "A" hereto annexed which Mortgage secures payment of the sum of FOUR MILLION DOLLARS (\$4,000,000.00) and interest as therein mentioned and which Mortgage is hereinafter referred to as "the Mortgage". Whenever in this Indenture reference is made to the Mortgage, it shall be deemed to include any renewals or extensions thereof and any Mortgage taken in substitution therefor either in whole or in part;

AND WHEREAS it is a condition of the lending of the monies secured or to be secured by the Mortgage, that the Assignor should assign to the Assignee, its successors and assigns, the rents reserved and payable and/or intended to be reserved and payable under, and all advantages and benefits to be derived from, leases of premises erected on the lands and premises more particularly described in Schedule "A" hereto (the "Leases") now or hereafter entered into by the Assignor as landlord with tenants thereof (Lessees) and including without limitation the specific leases referred to in Schedule "B" hereto annexed, as additional security for the payment of the money secured by the Mortgage, and for the performance of the covenants contained therein;

AND WHEREAS it is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be bound to advance the said mortgage monies or any unadvanced portion thereof;

NOW THEREFORE THIS INDENTURE WITNESSETH that the Assignor in consideration of the premises, the making of the said Mortgage, and the sum of One (\$1.00) Dollar now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged), doth covenant and agree with the Assignee as follows:

1. The Assignor hereby irrevocably transfers, assigns, and sets over to the Assignee all rents reserved and payable under the Leases (including without limitation the specific leases referred to in Schedule "B" hereto annexed) and all benefits and advantages to be derived therefrom, to hold and receive the same unto the said Assignee, its successors and assigns.
2. The Assignor covenants and agrees with the Assignee that the Assignor will not, without the consent in writing of the Assignee, permit any prepayment of rents payable under any of the Leases that will result in more than two months' of such rents being prepaid under such Leases, or variation, cancellation or surrender of any of the Leases, or of the terms, covenants, provisos or conditions thereof.
3. The Assignor covenants with the Assignee to perform and observe all the covenants, conditions and obligations binding upon it under the Leases.
4. The Assignor covenants and agrees irrevocably with the Assignee that the Assignee shall have the right to sue for payment and/or for enforcing anything in this Indenture herein contained in any or all of the following ways:
 - (a) in its own name;
 - (b) in the name of the Assignor, and
 - (c) in the names of both the Assignor and the Assignee jointly.
5. The Assignor agrees to assign any of the said Leases to the Assignee upon request should the Assignee deem such assignment advisable for the protection of its security, such assignment to be on a form to be prepared by the Assignee's solicitors in such case.

6. PROVIDED, however, that until notified to the contrary in writing the Lessees shall pay the rent reserved under the Leases, (but only to the extent that the same may be due and payable under the Leases) to the said Assignor and any notice to the contrary required by this proviso may be effectively given by sending the same by registered mail to any Lessee at its premises on the lands and premises described in Schedule "A" hereto or by delivering the same personally to any Lessee, or an officer of such Lessee.

7. The Assignor does hereby declare that any direction or request from the Assignee to pay the rents reserved to the Assignee shall be sufficient warrant and authority to the said Lessee to make such payments, and the payments of the said rentals to the Assignee shall be and operate as a discharge of the said rents to the said Lessee.

8. The Assignor covenants and agrees with the Assignee not to renew nor extend any of the Leases at rentals reserved and payable of lesser amounts than are now reserved and payable under such Leases unless compelled to do so as the result of an Arbitration Award, or with the consent of the Assignee.

9. The Assignee covenants and agrees with the Assignor to release this Assignment of Rents upon payment in full of the Mortgage in accordance with the terms thereof and that the Assignee will, at the request and cost of the Assignor, reassign any unmatured rents to the Assignor. In the absence of such a request the delivery to the Assignor of a discharge or cessation of the Mortgage shall operate as a release and reassignment of such rents.

10. The Assignor hereby covenants and agrees to and with the Assignee that this Assignment and everything herein contained shall be irrevocable without the consent of the Assignee.

11. PROVIDED that nothing in this indenture contained shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof or for the performance of any covenants, terms or conditions either by the Assignor or by the Lessees contained in any of the said Leases, and that the Assignee shall not by virtue of these presents be deemed a mortgagee in possession of the lands and premises described in Schedule "A" hereto and the Assignee shall not be liable to account for any monies other than those actually received by it by virtue of these presents.

12. IT IS AGREED that waiver of or failure to enforce at any time or from time to time any of the rights of the Assignee under or by virtue of this indenture shall not prejudice the Assignee's rights in the event of the breach, default or other occasion for the exercise of such rights again occurring.

13. IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.


IN WITNESS WHEREOF the Assignor has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

2292319 ONTARIO INC.

Per:

x


Yue Wei Jiang, President
I have authority to bind the Corporation

SCHEDULE "A"**Description of Property**

LEGAL DESCRIPTION: Pt Blk E Pl 4597 Scarborough; Pt Blk G Pl 4597 Scarborough; Metropolitan Rd Pl 4597 Scarborough closed by SC190090 Pts 1 & 2, 64R12578; S/T SC375112 amended by SC380649; Toronto, City of Toronto

PIN NO.: 06154-0004 (LT)

MUNICIPAL ADDRESS: 38 Metropolitan Road, Toronto, Ontario

SCHEDULE "B"

LESSEE

LEASE DATE
(MM/DD/YYYY)EXPIRY DATE
(MM/DD/YYYY)

REGISTRATION NO.

083
D iii)

SITE SPECIFIC SECURITY AGREEMENT**1. SECURITY INTEREST**

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** (the "Lender"), having a place of business at 180 Wellington Street West, 10th Floor, Toronto, Ontario, M5J 1J1, a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property consisting of all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) now or hereafter situate on, used in connection with or arising from the business or affairs carried on, at or about the real property located at or about **38 METROPOLITAN ROAD, TORONTO, ONTARIO** (the "Mortgaged Property") and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and as further general and continuing security for the Debtor's indebtedness to the Lender the Debtor hereby assigns the Collateral to the Lender and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Lender. The Security Interest hereby created shall include such assignment, mortgage and charge. Without limiting the generality of the foregoing, the Collateral includes all of the following now owned or hereafter owned or acquired by or on behalf of Debtor now or hereafter situate on, used in connection with or arising from the business or affairs carried on at the Mortgaged Property or the business or operations of the Debtor related to the Mortgaged Property:

- (i) all inventory of whatever kind;
- (ii) all equipment (other than inventory) of whatever kind, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents or Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (v) all lists, records and files relating to Debtor's customers, clients and patients; and
- (vi) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Security Interest; nor shall the Security Interest render the Lender liable to observe or perform any term, covenant or condition of any agreement, documents or instrument to which the Debtor is a party or by which it is bound.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "proceed", "inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A.. Any reference herein to "collateral" shall, unless the context

otherwise requires, be deemed a reference to "Collateral or any part thereof".

(d) The Debtor and the Lender acknowledge and agree that the Security Interest is taken over all of the Debtor's present and after acquired personal property except: (i) Goods not ordinarily located on the Mortgaged Property; and (ii) Accounts, Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities not used in connection with, or not arising from, the Mortgaged Property or the business or affairs carried on at the Mortgaged Property.

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to the Lender (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Lender shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by the Lender, prior to their creation or assumption;

(b) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to the Lender from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against the Lender, whether in any proceeding to enforce Collateral or otherwise;

(c) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations;

(d) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to the Lender will not result in a breach of any agreement to which Debtor is a party; and

(e) None of the Collateral in existence on the date hereof (i) is incapable of being assigned or otherwise secured in favour of the Lender in accordance with the provisions of this Security Agreement; (ii) is incapable of further assignment or security granted by the Lender or by any Receiver (as that term is defined in section 13(b) herein) after default; or (iii) requires the consent of any third party to the security interest granted hereby, except for any consent that has already been obtained. The Debtor covenants with the Lender that no

Collateral will be hereafter obtained or agreed to by the Debtor which is not secured in favour of the Lender in accordance with the provisions hereof or which requires the consent of any third party to any such security.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by the Lender, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of the Lender; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify the Lender promptly of:

- (i) any change in the Information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Lender of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure Collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as the Lender may from time to time direct, with loss payable to the Lender and Debtor, as insured, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to the Lender on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Lender's request so as to indicate the Security Interest;

(i) to deliver to the Lender from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as the Lender may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES

If Collateral at any time includes Securities, Debtor authorizes the Lender to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Lender or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, the Lender shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by the Lender or its nominee(s) as such registered owner and agrees that no proxy issued by the Lender to Debtor or its order as aforesaid shall thereafter be effective.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, the Lender may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Lender. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for the Lender and shall be turned over to the Lender upon request.

Debtor authorizes the Lender to take such action or proceedings in Debtor's name and at Debtor's expense as may be necessary to collect and recover any rents.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if the Lender receives any such Money prior to default, the Lender shall either credit the same against the indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on

Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to the Lender.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes the Lender:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the Issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to the Lender to be held by the Lender as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by the Lender pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and the Lender;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter

furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Lender to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Lender at or prior to the time of such execution.

12. ACCELERATION

The Lender, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if the Lender considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of the Lender with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, the Security Interest granted hereby will at the option of the Lender in its sole discretion become immediately enforceable.

(b) Upon default, the Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not the Lender, and the Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow Money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Lender, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.

(c) Upon default, the Lender may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (b).

(d) The Lender may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Lender may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Lender may seem reasonable.

(e) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any

proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.

(f) Debtor acknowledges that the Lender or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from the Lender or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(g) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Lender or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(h) The Lender will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.

(i) Debtor appoints any officer or director or branch manager of the Lender upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign or transfer, and to record any assignment or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes the Lender to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as the Lender may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of a branch of the Lender, in the province in which the Mortgaged Property is situate, the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of the Lender, whenever indebtedness is immediately due and payable or the Lender has the right to declare indebtedness to be immediately due and payable (whether or not it has so declared), the Lender may, in its sole discretion, set off against indebtedness any and all amounts then owed to Debtor by the Lender in any capacity, whether or not due, and the Lender shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Lender's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to the Lender, forthwith upon written demand therefor, an amount equal to the expense incurred by the Lender in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as the Lender may see fit without prejudice to the liability of Debtor or the Lender's right to hold and realize the Security Interest. Furthermore, the Lender may demand, collect and sue on Collateral in either Debtor's or the Lender's name, at

the Lender's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may remedy any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by the Lender on which Debtor is in any way liable and, subject to Clause 13(h) hereof, notice of any other action taken by the Lender.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against the Lender. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) The Lender may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Lender or any one acting on behalf of the Lender.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(h) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of the Lender, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to the Lender. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Lender and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the place of business of the Lender mentioned in section 1(a) shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by the Lender, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to the Lender.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with the Lender that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of Province of Ontario, as those laws may from time to time be in effect, including where applicable, the P.P.S.A.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by the Lender or of any verification statement with respect to any financing statement or financing change statement registered by the Lender. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE: YR / MO / DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE: YR / MO / DAY

ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR 2292319 ONTARIO INC.			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
38 Metropolitan Road	Toronto	Ontario	M1R 2T6
NAME OF BUSINESS DEBTOR			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
NAME OF BUSINESS DEBTOR			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 27 day of April, 2012.

2292319 ONTARIO INC.

By: 

Yue Wei Jiang

Title: President

I have the authority to bind the Corporation

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

NONE

SCHEDULE "B"

1. Locations of Debtor's Business Operations

38 Metropolitan Road, Toronto, Ontario M1R 2T6

2. Locations of Records relating to Collateral (if different from 1. above)

1713-2627 McCowan Road, Scarborough, Ontario M1R 2T6
26 Heathrow Court, Markham, Ontario L3R 3T8

3. Locations of Collateral (if different from 1. above)

38 Metropolitan Road, Toronto, Ontario M1R 2T6

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

LEGAL DESCRIPTION: Pt Blk E Pl 4597 Scarborough; Pt Blk G Pl 4597 Scarborough;
Metropolitan Rd Pl 4597 Scarborough closed by SC190090 Pts 1 & 2,
64R12578; S/T SC375112 amended by SC380649; Toronto, City of
Toronto

Div)

GUARANTEE OF CHARGE

IN CONSIDERATION of **ROYAL BANK OF CANADA** (the "Chargee") making loans, advances or other extensions of credit (collectively, a "Loan") to:

2292319 ONTARIO INC.

(individually or collectively, as the context may require, the "Chargor") secured by a charge the particulars of which are set out in Schedule "A" hereto (as the same may be amended, supplemented, modified, varied, extended, renewed or replaced at any time and from time to time, the "Charge") charging the lands and premises more particularly described in the Charge (the "Charged Premises"), and for other good and valuable consideration, each of the undersigned (each, a "Guarantor") hereby agrees with the Chargee as follows.

1. Guarantee and Covenant. Each Guarantor hereby:

- (a) guarantees the payment by the Chargor to the Chargee of all debts and liabilities of the Chargor secured by or payable under the Charge and/or under any other agreement or instrument, if any, evidencing a Loan (each, a "Loan Document"), present or future, direct or indirect, absolute or contingent, matured or not, including without limitation principal, interest, taxes, fees and expenses, as and when the same are due and payable under the Charge, (the "Guaranteed Amounts"); and
- (b) covenants and agrees to observe and perform all other covenants and obligations of the Chargor under the Charge as and when the same are required to be observed or performed under the Charge (the "Guaranteed Covenants");

in each case without any demand required to be made. The obligations of the Chargor to pay the Guaranteed Amounts and perform and observe the Guaranteed Covenants are hereinafter collectively referred to as the "Guaranteed Obligations."

- 2. Obligations Joint and Several.** If there is more than one Guarantor, the obligations of the Guarantors hereunder shall be joint and several; and any reference herein to the "Guarantor" is to each and every such Guarantor.
- 3. Principal Debtor.** If any moneys or amounts expressed to be owing or payable under this Guarantee by the Guarantor are not recoverable from the Guarantor or any of them on the footing of a guarantee for any reason whatever, such moneys or amounts may be recovered from the Guarantor or any of them as a primary obligor and principal debtor in respect of such moneys or amounts regardless of whether such moneys or amounts are recoverable from the Chargor or would be payable by the Chargor to the Chargee. For greater certainty, but without restricting the generality of the foregoing, if the Chargee is prevented or restricted from exercising its rights or remedies with respect to any of the Guaranteed Obligations including without limitation the right of acceleration, the right to be paid interest at the rate or rates agreed to by the Chargor in respect of the Guaranteed Obligations or the right to enforce or exercise any other right or remedy with respect to the Guaranteed Obligations, the Guarantor agrees to pay the amount that would otherwise have been due and payable had the Chargee been permitted to exercise such rights and remedies in accordance with the terms agreed to between the Chargor and the Chargee. Provided however that the foregoing characterization of the liability of the Guarantor as that of a primary obligor and principal debtor is not intended and shall not be interpreted to confer on the

Guarantor or any of them any right, benefit or advantage that the Guarantor would not otherwise have in the absence of such characterization.

4. **Right to Prepay.** The Interest Act (Canada) and the Mortgages Act (Ontario) each permits the prepayment of charges with three (3) months further interest once five (5) years have elapsed from the date of the charge. Each Guarantor acknowledges and agrees that:

- (1) the Guarantor, if an individual, waives such statutory rights and agrees that he or she shall not be considered a "person liable to pay or entitled to redeem" the Charge within the meaning of subsection 10(1) of the Interest Act (Canada) or subsection 18(1) of the Mortgages Act (Ontario); and
- (2) if it is determined by a court of competent jurisdiction that notwithstanding subsection (a) the Guarantor is entitled to exercise these statutory rights, then for purposes of these statutory rights only, the date of the Charge, if renewed or extended, will be the renewal or extension date stipulated in the applicable renewal or extension agreement relating to the most recent renewal or extension of the Charge and not the original date of the Charge or some other earlier date.

5. **Actions Not to Affect Liability.** Without giving notice to or obtaining the consent or concurrence of any Guarantor, the Chargee may:

- (1) grant any time, indulgences, waivers or extensions of time for payment or performance of any of the Guaranteed Obligations;
- (2) grant any renewals or extensions of the Charge, with or without a change in the rate of interest or in any other term or condition of the Charge and whether by express agreement signed by the Chargor or otherwise (including without limitation by way of an automatic renewal or extension);
- (3) change the rate or rates of interest provided in the Charge, either during the initial term thereof or in any subsequent extension or renewal term, whether by way of increase, decrease, change in the reference rate by which such rate is calculated or determined, change from a fixed rate to a variable or floating rate or from a variable or floating rate to a fixed rate, or otherwise;
- (4) shorten or lengthen the amortization period of the Charge;
- (5) otherwise amend, supplement, modify, vary, or otherwise change any of the terms or conditions of the Charge in any manner whatever;
- (6) release or discharge from the mortgage or charge constituted by the Charge the whole or any part of the Charged Premises or any other security for the Loan;
- (7) advance additional principal amounts to the Chargor pursuant to any provision of the Charge or any Loan Document that permits the Chargor to borrow such additional principal amounts from the Chargee, including without limitation, principal amounts borrowed or re-borrowed under a revolving line of credit or other revolving credit facility;
- (8) permit the Chargor to prepay the Loan in whole or in part or to skip one or more scheduled instalments of principal and interest or to pay more than one such scheduled instalment on a scheduled payment date under the Charge, whether pursuant to a

provision of the Charge or Loan Document that permits such prepayment, skipping or multiple payments or otherwise;

- (9) accept compositions, compromises or proposals from the Chargor or otherwise deal with the Chargor or any other person (including without limitation the Guarantor or any other guarantor of the Guaranteed Obligations), any security (including without limitation the Charge) or the Charged Premises or any security as the Chargee sees fit, including without limitation, realizing on, releasing, accepting substitutions for or replacing any of the security for the Loan;
- (10) release or discharge any Guarantor or one or more other co-covenantors or guarantors or Chargors in respect of the Charge whether under this Guarantee or otherwise; or
- (11) release any subsequent legal or beneficial owner of the Charged Premises from any liability for the Guaranteed Obligations or any of them or refrain from requiring any such owner to assume any such liability;

and none of the foregoing actions shall in any way lessen, limit or otherwise affect the obligations or liability of any Guarantor under this Guarantee, regardless of whether any such action has the effect of amending or varying the Charge or increasing, expanding or otherwise altering the nature, effect, term extent or scope of the Guaranteed Obligations. The Guaranteed Obligations and the liability of each Guarantor hereunder shall extend to and include the obligations of the Chargor under the Charge as so amended, renewed, extended or varied and the Guaranteed Obligations as so increased, expanded or altered without further action on the part of the Chargee or the consent or concurrence of any Guarantor; and for greater certainty and without limiting the foregoing, if any rate of interest provided in the Charge is increased or otherwise altered, the Guaranteed Obligations and the liability of each Guarantor hereunder shall be extend to and include the obligation of the Chargor to pay interest at such increased or altered rate.

6. Obligations Unaffected. The obligations of the Guarantor hereunder shall be unaffected by:

- (1) any lack or limitation of status or power, disability, incapacity, death, dissolution or other circumstances relating to the Chargor or any Guarantor or any other party;
- (2) any irregularity, defect, unenforceability or invalidity in respect of the Loan or the Charge or any indebtedness, liability or other obligation of the Chargor or any other party, including without limitation any defect in title to the Charged Premises;
- (3) any release or discharge of the Guaranteed Obligations except by reason of their irrevocable payment and satisfaction in full;
- (4) any judgment obtained against the Chargor, or the taking, enforcing, exercising or realizing on, or refusing or neglecting to take, enforce, exercise or realize on, or negligence in taking, enforcing, exercising or realizing on, any security (including without limitation the Charge and any money on deposit and any guarantee) or any right or remedy, from or against the Chargor or any other party or their respective assets or releasing or discharging, or failing, refusing or neglecting to maintain, protect, renew or perfect any security (including without limitation any money on deposit or any guarantee) or any right or remedy;
- (5) any change in the name, control, objects, business, assets, capital structure, or constitution of the Chargor or any Guarantor or any merger or amalgamation of the

Chargor or any Guarantor with any party or parties, any continuance of the Chargor or any Guarantor under the laws of a jurisdiction other than the jurisdiction under which the Chargor or Guarantor was originally formed, or any change in the membership of the Chargor or any Guarantor, if a partnership, through the death, retirement or introduction of one or more partners, or otherwise; and each reference to the "Chargor" or the "Guarantor" in this Guarantee will be deemed to include each corporation and each partnership resulting from any of the foregoing;

- (6) any law, regulation or decree now or hereafter in effect which might in any manner affect any of the terms or provisions of the Charge or this Guarantee or the Chargor or any Guarantor;
- (7) any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to its default, negligence or otherwise on the part of the Chargee with respect to the Charge, or any other security granted to the Chargee relating to the Charge or the Loan; and
- (8) any other circumstances whatsoever (with or without notice to or the knowledge of the Guarantor) which may or might in any manner or to any extent vary the risk of the Guarantor hereunder, or might otherwise constitute a legal or equitable discharge of a surety or guarantor;

it being the purpose and intent of each Guarantor that the liabilities and obligations of each Guarantor under this Guarantee shall be absolute and unconditional under any and all circumstances.

- 7. **Waiver of Subrogation.** Unless and until all the Guaranteed Obligations have been irrevocably paid and satisfied in full, the Guarantor shall not be subrogated to any of the rights or claims of the Chargee in respect of any of the Guaranteed Obligations, or under any security agreement or guarantee or other instrument which may at any time be held by or on behalf of the Chargee, and the Guarantor shall not seek any reimbursement from the Chargor.
- 8. **Continued Effectiveness and Reinstatement of Obligations.** The obligations of the Guarantor under this Guarantee shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment which would otherwise have reduced the obligations of the Guarantor or any of them under this Guarantee (whether such payment shall have been made by or on behalf of the Chargor or the Guarantor or any of them) is rescinded, or is reclaimed from the Chargee, upon the insolvency, bankruptcy, liquidation, dissolution or reorganization of the Chargor or the Guarantor or any of them, or for any other reason. For greater certainty, if the Guaranteed Obligations include obligations of the Chargor under a revolving line of credit or other revolving facility, this Guarantee shall cover all obligations of the Chargor outstanding thereunder from time to time, whether or not the Chargor has increased or reduced the same by borrowing, repaying and reborrowing all or any portion of a Loan; and the obligations of the Guarantor under this Guarantee shall not be discharged or extinguished by reason only of the fact that the outstanding principal balance of the Loan under such revolving line of credit or facility shall have been repaid in full and additional amounts are subsequently reborrowed.
- 9. **No Obligation to Enforce.** The Chargee shall have no obligation to enforce any rights or remedies or security or guarantees or to take any other steps against the Chargor or any other party or any assets of the Chargor (including without limitation the Charged Premises) or of any other party before being entitled to demand payment or performance by any Guarantor of its obligations under this Guarantee.

10. **Termination of Liabilities.** Any Guarantor may, by notice in writing delivered to the manager of the branch or agency of the Chargee receiving this instrument, terminate his, her or its liability under this Guarantee with effect from and after the date (the "termination date") that is 30 days following the date of such notice, in respect of Guaranteed Obligations incurred or arising at any time on or after the termination date but not in respect of any Guaranteed Obligations incurred, arising or existing before the termination date, even though not then matured; provided that such termination of liability shall extend only to Guaranteed Obligations that relate to the payment of principal of and interest on Loans made to the Chargor on or after the termination date but not to any other Guaranteed Obligations, whensoever incurred, arising or existing. Notwithstanding the foregoing, the Chargee may fulfil any requirements of the Chargor under the Charge or any Loan Document requested by the Chargor prior to the receipt of such notice, and any liabilities of the Chargor resulting from such fulfillment shall be added to the Guaranteed Obligations and shall be covered by this Guarantee. Termination of the liability of one or more of the Guarantors shall not affect the liability of any other Guarantor.
11. **Indemnity.** Each Guarantor shall indemnify and save harmless the Chargee from and against all losses, damages, costs and expenses which the Chargee may sustain, incur or become liable for by reason of:
 - (1) the failure, for any reason whatever, of the Chargor to pay any amounts expressed to be payable pursuant to the provisions of the Charge or any Loan Document, regardless of whether the Chargor's obligation to pay such amounts is valid or enforceable against the Chargor;
 - (2) the failure, for any reason whatever of the Chargor to perform any other obligation under the Charge, any Loan Document or any other security for the Loan; or
 - (3) any act, action or proceeding of or by the Chargee for or in connection with the recovery of such amounts or the performance of such obligations.
12. **Non-Execution by Other Parties.** This Guarantee shall be operative and binding upon every signatory hereto upon its execution and delivery by such signatory regardless of whether it has been executed by any other proposed signatory or signatories.
13. **Successors and Assigns.** This Guarantee shall extend to and enure to the benefit of the Chargee and its successors and assigns and shall be binding upon each Guarantor and his/her heirs, executors, administrators, legal representatives, successors and assigns.
14. **Choice of Law and Submission to Jurisdiction.** This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario. Each Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.
15. **Severability.** If any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Guarantee, or the legality, validity or enforceability of that provision in any other jurisdiction.
16. **Headings.** The division of this Guarantee into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Guarantee. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

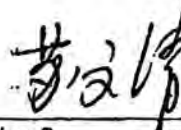
17. **Receipt of Copy.** Each Guarantor hereby acknowledges receipt of a copy of this Guarantee, the Charge and the Standard Charge Terms referred to in Schedule "A" hereto.

IN WITNESS WHEREOF each Guarantor has executed this Guarantee under seal on


April 27 2012
(month) (day) (year)

Witness:
(As to all signatures)

x 
William H. Fysh

x 
Wen Qing Su

x 
Yue Wei Jiang

x 
Sheron Jie Qing Hu

+ 
Dan Rui Weng

Schedule "A"

Description of Charge

Note: The following is a summary of the terms of the Charge as of the date of this Guarantee. These terms may be amended or modified without notice to the Guarantor without affecting the obligations of the Guarantor under this Guarantee, as is more particularly provided in the Guarantee. The definition of "Charge" in the Guarantee includes any such amendments or modifications.

Chargee: ☒ Royal Bank of Canada
☐ Royal Trust Corporation of Canada
☐ The Royal Trust Company trustee under Plan No.

Chargor(s): 2292319 Ontario Inc.
Principal amount: \$4,000,000.00
Initial Term: One (1)
Amortization Period: Twenty-five (25) years

Interest rate (Charge Rate):
☒ Fixed, at 18.00% per annum
☐ Variable:
☐ Prime Rate* plus % per annum

Charged Premises:
Municipal address: 38 Metropolitan Road, Toronto, Ontario
Legal description: Pt Blk E Pl 4597 Scarborough; Pt Blk G Pl 4597 Scarborough; Metropolitan Rd Pl 4597 Scarborough closed by SC190090 Pts 1 & 2, 64R12578; S/T SC375112 amended by SC380649; Toronto, City of Toronto

Standard Charge Terms incorporated by reference in the Charge:
Filed by: Royal Bank of Canada / Royal Trust Corporation of Canada

Filing No.: ☒ 9912
Filing No.: ☐ 976

*As defined in the Charge.

EXHIBIT “E”

Properties

PIN 06154 - 0004 LT Interest/Estate Fee Simple
Description PT BLK E PL 4597 SCARBOROUGH; PT BLK G PL 4597 SCARBOROUGH;
METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090 PTS 1 & 2,
64R12578; S/T SC375112 AMENDED BY SC380649; TORONTO . CITY OF TORONTO
Address 38 METROPOLITAN ROAD
TORONTO

Party From(s)

Name ONTARIO SUPERIOR COURT OF JUSTICE
Address for Service 393 UNIVERSITY AVENUE,
TENTH FLOOR,
TORONTO, ONTARIO
M5G 1E6

This is Exhibit E referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

Applicant(s)

Capacity

Share

Name HO, WING KAN
Address for Service C/O MICHAEL KATZMAN
BARRISTER AND SOLICITOR,
393 UNIVERSITY AVENUE, SUITE 2000
TORONTO, ONTARIO
M5G 1E6

Statements

The applicant applies to register the following order That 2292319 Ontario Inc., Heron Jie Qing Hu, Danrui Weng, and So How Fong shall not sell, dispose, mortgage or otherwise encumber the lands and premises municipally known as 38 Metropolitan Road, Toronto, Ontario. The Land Registrar for the Land Registry Office of Toronto (#86), Ontario, is directed to permit registration of the within Order against title to the property municipally known as 38 Metropolitan Road, Toronto, Ontario. The order is still in full force and effect

The court order contains the following title related restriction: That 2292319 Ontario Inc., Heron Jie Qing Hu, Danrui Weng, and So How Fong shall not sell, dispose, mortgage or otherwise encumber the lands and premises municipally known as 38 Metropolitan Road, Toronto, Ontario

Schedule: See Schedules

Signed By

Geary Byron Shorser 2000-393 University Ave. acting for Signed 2014 08 20
Toronto Applicant(s)
M5G 1E6

Tel 416-977-7749

Fax 4165931352

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

Submitted By

GEARY B. SHORSER LAW OFFICE 2000-393 University Ave. 2014 08 20
Toronto
M5G 1E6

Tel 416-977-7749

Fax 4165931352

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Party From Client File Number : CV-13 490090
Applicant Client File Number : 3584-AUG 20 2014

Court File No. CV-13-490090

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MADAM)	MONDAY, THE 18 th DAY OF
)	
JUSTICE W. MATHESON)	AUGUST, 2014

BETWEEN:

WING KANG HO

Applicant

- and -



2292319 ONTARIO INC. and HERON JIE QING HU,
DANRUI WENG, and SO HOW FONG

Respondents

ORDER

THIS MOTION, made by the Applicant for an Order granting leave to amend the notice of application and for an Order granting leave to issue and register a certificate of pending litigation against title to the property municipally known as 38 Metropolitan Road, Toronto, more particularly described as **Schedule "A"** hereto, was ^{*scheduled to be*} heard this day at the Courthouse at 330 University Avenue, Toronto, Ontario;

ON READING the motion record of the applicant, the affidavit of Wing Kang Ho and exhibits annexed thereto, filed, and on reading the factum and authorities of the applicant, filed, and on hearing submissions from counsel for the parties, counsel for the respondent⁵ attending and requesting an adjournment of the hearing;

1. **THIS COURT ORDERS** that the respondents shall not sell, dispose, mortgage or otherwise encumber the lands and premise municipally known as 38 Metropolitan Road, Toronto, Ontario, more particularly described at **Schedule "A"** hereto until disposition of the within motion, consent of the parties, or further Order of this Honourable Court;

2. **THIS COURT ORDERS** that the Land Registrar for the Land Registry Office of Toronto (#66), Ontario is directed to permit registration the within Order against title to the property municipally known as 38 Metropolitan Road, Toronto, Ontario, more particularly described at **Schedule "A"** hereto;
3. **THIS COURT ORDERS** that the motion be, and the same hereby is adjourned to Oct. 8, 2014, a date cleared with the Commercial List Scheduling Office,

4. **THIS COURT ORDERS** that costs of the motion are reserved to the Commercial List Judge hearing the motion upon its return.

ENTERED IN THE COURT OF COMMON PLEAS
ON 10/1/14
CLERK OF THE COURT



AUG 10 2014



SCHEDULE "A"

MUNICIPAL ADDRESS: 38 Metropolitan Road, Toronto

PIN:

06154-0004 (LT)

PROPERTY DESCRIPTION:

PT BLK E PL 4597 SCARBOROUGH; PT BLK G PL 4597 SCARBOROUGH; METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090 PTS 1 & 2, 64R12578; S/T SC375112
AMENDED BY SC380649; TORONTO, CITY OF TORONTO

WING KANG HO
Applicant

and

2292319 ONTARIO INC. et. al.
Respondents

(Short title of proceeding)

Court File No. CV-13-490090

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

ORDER

MICHAEL A. KATZMAN
Barrister & Solicitor
393 University Avenue, Suite 2000
Toronto, ON M5G 1E6

LSUC No.: 54021R
Tel: (416) 593-7604
Fax: (416) 628-2224

Lawyer for the Applicant

EXHIBIT “F”

Properties

PIN 06154 - 0004 LT Interest/Estate Fee Simple
Description PT BLK E PL 4597 SCARBOROUGH, PT BLK G PL 4597 SCARBOROUGH,
METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090 PTS 1 & 2,
64R12578, S/T SC375112 AMENDED BY SC380649, TORONTO, CITY OF TORONTO
Address 38 METROPOLITAN ROAD
TORONTO

Party From(s)

Name ONTARIO SUPERIOR COURT OF JUSTICE
Address for Service 393 University Avenue
Tenth Floor, Toronto, Ontario
M5G 1E8

This is Exhibit 1 F referred to in the
affidavit of Richard Lawford
sworn before me, this 2nd
day of March 2016

A COMMISSIONER FOR TAKING AFFIDAVITS

Applicant(s)

Capacity

Share

Name 2292319 ONTARIO INC.
Address for Service 38 Metropolitan Road, Toronto ON
M1R 2T6

Statements

The applicant who is authorized by court order file no. FILE NO.CV-13-490090 dated 2014/10/08, which is still in full force and effect, applies to have the register amended as follows: to delete the following restrictions order: "That 2292319 Ontario Inc., Heron Jie Qing Hu, Danrui Weng, and So How Fong shall not sell, dispose, mortgage or otherwise encumber the lands and premises municipally known as 38 Metropolitan Road, Toronto, Ontario."

The court order contains that the restrictions order obtained through order of this court on August 18, 2014 and registered as instrument number AT3666613 against the property at 38 Metropolitan Road, Toronto, Ontario shall be vacated.
The Land Register for the Land Registry Office of Toronto (#66), Ontario is directed to permit the deletion of the restrictions order obtained through order of this court on August 18, 2014 and registered as instrument number AT3666613 from the property at 38 Metropolitan Road, Toronto, Ontario.

Schedule: See Schedules

This document relates to registration no.(s) INSTRUMENT NOS AT3666613

Signed By

Tung-Chieh Wu PH03-4168 Finch Ave. East acting for Signed 2015 05 19
Scarborough Applicant(s)
M1S 5H6

Tel 416-298-9892

Fax 416-298-9802

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

Submitted By

TUNG-CHIEH WU BARRISTER & SOLICITOR PH03-4168 Finch Ave. East 2015 05 19
Scarborough
M1S 5H6

Tel 416-298-9892

Fax 416-298-9802

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Party From Client File Number CV-13490090
Applicant Client File Number 2292319 ONTARIO INC. 2015

Court File No. CV-13-490090

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	Wednesday, the 8 th day of
JUSTICE L. A. PATTILLO)	October, 2014
)	

BETWEEN:



WING KANG HO

Applicant

- and -

2292319 ONTARIO INC. and HERON JIE QING HU,
DANRUI WENG, and SO HOW FONG

Respondents

ORDER

<http://www.v>

THIS MOTION, made by Applicant (moving party), was heard on October 8, 2014 at the Court House, 330 University Avenue, Toronto, Ontario M5G 1E6;

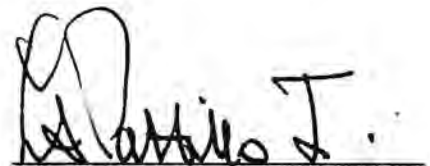
ON READING the Motion Record of the moving party and the Motion Record of the responding parties, and on reading the Factum and Books of Authorities, filed; and upon the undertaking of the respondents pending resolution of the dispute between the parties that they will

take no steps concerning the property municipally known as 38 Metropolitan Road including listing for sale, selling, mortgaging or otherwise encumbering the property without first giving the moving party 30 days' notice; and upon being advised of the consent of the parties:

1. **THIS COURT ORDERS** that Justice W. Matheson's Order of August 18, 2014 ordering that the respondents shall not to sell, dispose, mortgage, or otherwise encumber the lands and premises municipally known as 38 Metropolitan Road, Toronto, Ontario is vacated (except for costs);
2. **THIS COURT ORDERS** that the restrictions order obtained through Order of this Court on August 18, 2014 and registered as instrument number AT3666613 against the property at 38 Metropolitan Road, Toronto, Ontario, and legally described as at Schedule "A" hereto, shall be vacated;
3. **THIS COURT ORDERS** that the Land Register for the Land Registry Office of Toronto (#66), Ontario is directed to permit the deletion of the restrictions order obtained through Order of this Court on August 18, 2014 and registered as instrument number AT3666613 from the property at 38 Metropolitan Road, Toronto, Ontario, and legally described as at Schedule "A" hereto;
4. **THIS COURT ORDERS** the costs of the motion fixed in the amount of \$4,500.00 be in the cause.

ENTERED AT - INSCRIT A TORONTO
ON / BOOK NO
LE / DANS LE REGISTRE NO.

MAY - 3 2015



SCHEDULE "B"

MUNICIPAL ADDRESS: 38 Metropolitan Road, Toronto

PIN:

06154-0004 (LT)

PROPERTY DESCRIPTION:

PT BLK E PL 4597 SCARBOROUGH; PT BLK G PL 4597 SCARBOROUGH; METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090 PTS 1 & 2, 64R12578; S/T SC375112
AMENDED BY SC380649; TORONTO, CITY OF TORONTO

WING KANG HO

Applicant

and

2292319 Ontario Inc. et al.

Respondents

Court File No.: CR-13-490090

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

ORDER

TUNG-CHIEH WU

Barrister and Solicitor

PH03 – 4168 Finch Avenue East

Scarborough, Ontario M1S 5H6

Tung-Chieh Wu (LSUC#: 52725B)

Tel: 416.298.9892

Fax: 416.298-9802

Solicitor for the Respondents

EXHIBIT “G”



114
MINDEN GROSS LLP
BARRISTERS AND SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL. 416-362-3711 FAX 416-864-9223
www.mindengross.com

DIRECT DIAL 416-369-4114
E-MAIL rmolson@mindengross.com
FILE NUMBER 4097961

January 8, 2016

BY REGULAR AND REGISTERED MAIL

2292319 Ontario Inc.
38 Metropolitan Road
Toronto, Ontario M1R 2T6

2292319 Ontario Inc.
1713-2627 McCowan Road
Scarborough, Ontario M1S 5T1

2292319 Ontario Inc.
28 Heathrow Court
Markham, Ontario L3R 3T8

This is Exhibit ^v ^G referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

Dear Sirs:

**RE: ROYAL BANK OF CANADA ("Royal Bank") \$4,000,000.00
mortgage loan to 2292319 Ontario Inc. (the "Loan")
38 Metropolitan Road, Toronto, Ontario (the "Property")
Loan No. 03039401-001**

We are the solicitors acting on behalf of Royal Bank in connection with the above-noted matter.

Our client has advised that although the Loan did mature on July 1, 2014 (after which date a further payment was received on August 1, 2014), it continues to remain unpaid in full notwithstanding such maturity.

As a result of the Loan currently remaining unpaid in full from and including the aforementioned maturity date, Royal Bank is now requiring such payment in full to be made **immediately**.

On behalf of Royal Bank, we hereby make formal demand upon you for **immediate** payment of the following, **together with all accrued interest thereon until the date of payment in full**:

Outstanding principal balance (as at August 1, 2014):	\$3,812,273.69
Accrued interest as at January 7, 2016:	\$176,688.52
Administration fee:	<u>\$350.00</u>

Total due as of January 8, 2016:	<u>\$3,989,312.21</u>
(per diem interest: \$383.24)	

E. & O.E.

In the event that the following are not received by our firm by no later than 5:00 p.m. on **January 18, 2016**:

1. the amount of the total debt outstanding of **\$3,989,312.21 together with accrued interest at the daily per diem rate until the date payment is received by our firm to be forwarded by wire or electronic funds transfer only (as we will not accept direct deposit or certified funds)** to Minden Gross LLP, in Trust in accordance with the attached trust account particulars) (please ensure that an additional day's interest is calculated to the next business day if payment is made after 12:00 noon.); and
2. the amount of **\$4,339.20** (Fees: \$2,740.00; Disbursements: \$350.00; Discharge fee: \$750.00; HST: \$499.20) on account of legal services incurred to date with respect to this matter **to be forwarded by wire or electronic funds transfer only (as we will not accept direct deposit or certified funds)** to Minden Gross LLP, in Trust in accordance with the attached trust account particulars;

we must advise you that it is the intention of Royal Bank to take such further steps as are necessary to recover the indebtedness and liabilities owed by you to Royal Bank. These steps will include, but may not be limited to, exercise by Royal Bank of its rights under the mortgage registered for the original principal amount of \$4,000,000.00 against the title to the Property.

We further advise you that Royal Bank expressly reserves its rights to take such further steps as are necessary at any time without further notice to you.

We are enclosing a Notice of Intention to Enforce Security which has been issued under the *Bankruptcy and Insolvency Act*.

Please govern yourself accordingly.

Yours truly,

MINDEN GROSS LLP

Per:

Ronald J. Molson*

RJM/vlp

*on behalf of **RONALD MOLSON PROFESSIONAL CORPORATION**

Encl.

cc: Royal Bank of Canada

#2464997 v1 | 4097961

116

BANKRUPTCY AND INSOLVENCY ACT
NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: 2292319 Ontario Inc., an insolvent person

TAKE NOTICE THAT:

1. **ROYAL BANK OF CANADA**, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - (a) Real Property municipally known as: 38 Metropolitan Road
Toronto, Ontario M1R 2T6

and legally described as:

PT BLK E PL 4597 SCARBOROUGH; PT BLK G PL 4597 SCARBOROUGH;
METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090
PTS 1 & 2, 64R12578; S/T SC375112 AMENDED BY SC380649; TORONTO,
CITY OF TORONTO
PIN No. 06154-0004
 - (b) Personal Property described in Schedule "A" annexed hereto.
2. The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage of Land registered in the Land Titles Office for the Registry Division of Toronto (No. 66) on May 1, 2012 as Instrument No. AT3004664.
 - (b) an Assignment of Rents in respect of which a Notice of Assignment of Rents – General has been registered in the Land Titles Office for the Registry Division of Toronto (No. 66) on May 1, 2012 as Instrument No. AT3004684, and a Financing Statement has been registered under the Personal Property Security System.
 - (c) a Site Specific Security Agreement dated April 27, 2012, in respect of which a Financing Statement has been registered under the Personal Property Security System.
3. The total outstanding indebtedness secured by the security is \$3,989,312.21 as at the 8th day of January, 2016
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 8th day of January, 2016.

ROYAL BANK OF CANADA, by its solicitors,
MINDEN GROSS LLP

Per: _____

Ronald J. Molson

EXHIBIT “H”



117
MINDEN GROSS LLP
BARRISTERS AND SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL. 416-362-3711 FAX 416-864-9223
www.mindengross.com

DIRECT DIAL 416-369-4114
E-MAIL rmolson@mindengross.com
FILE NUMBER 4097961

January 8, 2016

BY REGULAR AND REGISTERED MAIL

Wen Qing Su
36 Pettigrew Court
Markham, Ontario L3S 1K4

Dear Sir:

**RE: ROYAL BANK OF CANADA ("Royal Bank") \$4,000,000.00
mortgage loan to (the "Loan")
38 Metropolitan Road, Toronto, Ontario (the "Property")
Loan No. SRF: 535803621**

We are the solicitors acting on behalf of Royal Bank in connection with the above-noted loan.

We are enclosing a copy of a Demand Letter which has on this date been sent to 2292319 Ontario Inc. (the "Demand Letter"). As you have guaranteed this debt in favour of Royal Bank, we are providing a copy of the said Demand Letter to your attention. In accordance with the guarantee received by Royal Bank, you are hereby **immediately** demanded to:

1. Provide the total outstanding debt by wire or electronic funds transfer to Minden Gross LLP in the amount of **\$3,989,312.21** as more particularly set out in the attached Demand Letter; and
2. Provide our legal costs by wire or electronic funds transfer to **Minden Gross LLP** in the amount of **\$4,339.20** as more particularly set out in the attached Demand Letter;

In the event the above amounts are not received by our firm by no later than **5:00 p.m., January 18, 2016**, our client will have no alternative but to take all steps as may be necessary in order to protect its interest, including proceeding to realize on the mortgage security and guarantee.

Please govern yourself accordingly.

Yours truly,
MINDEN GROSS LLP

Per:

Ronald J. Molson*

RJM/vlp

*on behalf of **RONALD MOLSON PROFESSIONAL CORPORATION**

Encl.cc: Royal Bank of Canada

#2465007 v1 | 4097961

This is Exhibit H referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS



MINDEN GROSS LLP
BARRISTERS AND SOLICITORS
 145 KING STREET WEST, SUITE 2200
 TORONTO, ON, CANADA M5H 4G2
 TEL. 416 362-3711 FAX 416 864-9223
 www.mindengross.com

DIRECT DIAL 416-369-4114
 E-MAIL rmolson@mindengross.com
 FILE NUMBER 4097961

January 8, 2016

BY REGULAR AND REGISTERED MAIL

Yue Wei Jiang
 51 Coverdale Crescent
 Toronto, Ontario M1V 2S6

Dear Sir:

**RE: ROYAL BANK OF CANADA ("Royal Bank") \$4,000,000.00
 mortgage loan to (the "Loan")
 38 Metropolitan Road, Toronto, Ontario (the "Property")
 Loan No. SRF: 535803621**

We are the solicitors acting on behalf of Royal Bank in connection with the above-noted loan.

We are enclosing a copy of a Demand Letter which has on this date been sent to 2292319 Ontario Inc. (the "Demand Letter"). As you have guaranteed this debt in favour of Royal Bank, we are providing a copy of the said Demand Letter to your attention. In accordance with the guarantee received by Royal Bank, you are hereby **immediately** demanded to:

1. Provide the total outstanding debt by wire or electronic funds transfer to **Minden Gross LLP** in the amount of **\$3,989,312.21** as more particularly set out in the attached Demand Letter; and
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Please govern yourself accordingly.

Yours truly,
MINDEN GROSS LLP

Per:

Ronald J. Molson*

RJM/vlp

*on behalf of **RONALD MOLSON PROFESSIONAL CORPORATION**

Encl.cc: Royal Bank of Canada

#2465007 v1 | 4097961



119

MINDEN GROSS LLP
BARRISTERS AND SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL. 416-362-3711 FAX 416-864-9223
www.mindengross.com

DIRECT DIAL 416-369-4114
E-MAIL rmolson@mindengross.com
FILE NUMBER 4097961

January 8, 2016

BY REGULAR AND REGISTERED MAIL

Dan Rui Weng
61 Tambrook Drive
Toronto, Ontario M1W 3L8

Dear Sir:

**RE: ROYAL BANK OF CANADA ("Royal Bank") \$4,000,000.00
mortgage loan to (the "Loan")
38 Metropolitan Road, Toronto, Ontario (the "Property")
Loan No. SRF: 535803621**

We are the solicitors acting on behalf of Royal Bank in connection with the above-noted loan.

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Please govern yourself accordingly.

Yours truly,
MINDEN GROSS LLP

Per:

Ronald J. Molson*

RJM/vlp

*on behalf of **RONALD MOLSON PROFESSIONAL CORPORATION**

Encl.cc: Royal Bank of Canada

#2465007 v1 | 4097961



120

MINDEN GROSS LLP
BARRISTERS AND SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL. 416-362-3711 FAX 416-864-9223
www.mindengross.com

DIRECT DIAL 416-369-4114
E-MAIL rmolson@mindengross.com
FILE NUMBER 4097961

January 8, 2016

BY REGULAR AND REGISTERED MAIL

Sheron Jie Qing Hu
2627 McCowan Road, Suite 1713
Scarborough, Ontario M1S 5T1

Dear Sir:

**RE: ROYAL BANK OF CANADA ("Royal Bank") \$4,000,000.00
mortgage loan to (the "Loan")
38 Metropolitan Road, Toronto, Ontario (the "Property")
Loan No. SRF: 535803621**

We are the solicitors acting on behalf of Royal Bank in connection with the above-noted loan.

We are enclosing a copy of a Demand Letter which has on this date been sent to 2292319 Ontario Inc. (the "Demand Letter"). As you have guaranteed this debt in favour of Royal Bank, we are providing a copy of the said Demand Letter to your attention. In accordance with the guarantee received by Royal Bank, you are hereby **immediately** demanded to:

1. Provide the total outstanding debt by wire or electronic funds transfer to **Minden Gross LLP** in the amount of **\$3,989,312.21** as more particularly set out in the attached Demand Letter; and
2. Provide our legal costs by wire or electronic funds transfer to **Minden Gross LLP** in the amount of **\$4,339.20** as more particularly set out in the attached Demand Letter;

In the event the above amounts are not received by our firm by no later than **5:00 p.m., January 18, 2016**, our client will have no alternative but to take all steps as may be necessary in order to protect its interest, including proceeding to realize on the mortgage security and guarantee.

Please govern yourself accordingly.

Yours truly,

MINDEN GROSS LLP

Per:

Ronald J. Molson*

RJM/vlp

*on behalf of **RONALD MOLSON PROFESSIONAL CORPORATION**

Encl. cc: Royal Bank of Canada

#2465036 v1 | 409796

EXHIBIT “I”

NOTICE OF SALE UNDER MORTGAGE

121

O: (SEE SCHEDULE "A")

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage signed May 1, 2012 made between

2292319 ONTARIO INC.

- and -

as Mortgagor,

ROYAL BANK OF CANADA

as Mortgagee,

- and -

WEN QING SU, YUE WEI JIANG, SHERON JIE QING HU AND DAN RUI WENG

as Guarantors,

upon the following property, namely:

PT BLK E PL 4597 SCARBOROUGH; PT BLK G PL 4597 SCARBOROUGH;
METROPOLITAN RD PL 4597 SCARBOROUGH CLOSED BY SC190090 PTS 1 & 2,
64R12578; S/T SC375112 AMENDED BY SC380649; TORONTO, CITY OF TORONTO

PIN No. 06154-0004 LT

which mortgage was registered in the Land Registry Office for the Land Titles Division of Toronto (No. 80) on May 1, 2012 as Instrument No. AT3004664.

AND we hereby give you notice that the amount now due on the mortgage for principal money, interest, administration fees and costs, respectively, are as follows:

for principal	\$3,812,273.69
for interest	183,203.60
for administration fees	350.00
for costs (inclusive of HST)	6,661.80
	<u>\$4,002,489.09</u>

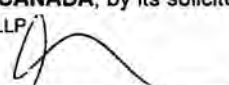
(such amount for costs being up to and including service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of 3.550 % per annum, on the principal and interest hereinbefore mentioned, from January 25, 2016 to the date of payment.

AND unless the said sums are paid on or before March 6, 2016, we shall sell the property covered by the said mortgage under the provisions contained in it.

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


DATED at TORONTO the 25th day of January, 2016.

ROYAL BANK OF CANADA, by its solicitors,
MINDEN, GROSS LLP

Per: 
Ronald J. Molson
145 King Street West, Suite 2200
Toronto, Ontario M5H 4G2
Tel: (416)416-369-4114

File No: 4097961
#2474659 v1 | 4097961

This is Exhibit 1 referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016


A COMMISSIONER FOR TAKING AFFIDAVITS

2292319 Ontario Inc.
38 Metropolitan Road
Toronto, ON M1R 2T6

2292319 Ontario Inc.
1713-2627 McCowan Road
Scarborough, ON M1S 5T1

2292319 Ontario Inc.
26 Heathrow Court
Markham, ON L3R 3T8

2292319 Ontario Inc.
c/o Joachim M. Loh Professional Corporation
3880 Midland Avenue, Unit 10
Toronto, ON M1V 5K4
Attention: Joachim M Loh

2292319 Ontario Inc.
c/o William H Fysh Law Office
Attention: William Hughes Fysh
350 Harry Walker Pkwy N, Suite 14
Newmarket, ON L3Y 8L3

Yue Wei Jiang
51 Coverdale Crescent
Toronto, ON M1V 2S6

Yue Wei Jiang
26 Heathrow Court
Markham, ON L3R 3T8

Yue Wei Jiang
c/o Joachim M. Loh Professional Corporation
3880 Midland Avenue, Unit 10
Toronto, ON M1V 5K4
Attention: Joachim M Loh

Yue Wei Jiang
c/o William H Fysh Law Office
Attention: William Hughes Fysh
350 Harry Walker Pkwy N, Suite 14
Newmarket, ON L3Y 8L3

Wen Qing Su
36 Pettigrew Court
Markham, ON L3S 1K4

Wen Qing Su
c/o Joachim M. Loh Professional Corporation
3880 Midland Avenue, Unit 10
Toronto, ON M1V 5K4
Attention: Joachim M Loh

Wen Qing Su
c/o William H Fysh Law Office
Attention: William Hughes Fysh
350 Harry Walker Pkwy N, Suite 14
Newmarket, ON L3Y 8L3

Dan Rui Weng
61 Tambrook Drive
Toronto, ON M1W 3L8

Dan Rui Weng
c/o Joachim M. Loh Professional Corporation
3880 Midland Avenue, Unit 10
Toronto, ON M1V 5K4
Attention: Joachim M Loh

Dan Rui Weng
c/o William H Fysh Law Office
Attention: William Hughes Fysh
350 Harry Walker Pkwy N, Suite 14
Newmarket, ON L3Y 8L3

Sheron Jie Qing Hu
2627 McCowan Road, Suite 1713
Scarborough, ON M1S 5T1

Sheron Jie Qing Hu
c/o Joachim M. Loh Professional Corporation
3880 Midland Avenue, Unit 10
Toronto, ON M1V 5K4
Attention: Joachim M Loh

Sheron Jie Qing Hu
c/o William H Fysh Law Office
Attention: William Hughes Fysh
350 Harry Walker Pkwy N, Suite 14
Newmarket, ON L3Y 8L3

Royal Bank of Canada
180 Wellington Street West
10th Floor
Toronto, ON M5J 1J1

Royal Bank of Canada
c/o Minden Gross LLP
Attention: Ronald J Molson
145 King Street West, Suite 2200
Toronto, ON M5H 4G2

EXHIBIT “J”

**TAX CERTIFICATE**

5100 Yonge Street, Toronto ON M2N 5V7

Tel: (416) 338-4829 Fax: (416) 696-3840

Page 1 of 2

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(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND Assessment Roll Number
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11) 19-01-03-3-470-00650-0000-0 4**Issued to:**D+H
Attention: JOCELYN NATIVIDAD
2 ROBERT SPECK PARKWAY FL15
MISSISSAUGA ON L4Z 1H6**DESCRIPTION OF PROPERTY**38 METROPOLITAN RD
PLAN 4597 PT BLK E PT BLK G
PT ROAD (CLOSED BY BY-LAW
7169) RP 64R12578 PARTS 1 &
2**TAX SUMMARY**

2016	Interim	78,970.11
2015	Taxes	157,940.21

Your Ref. No.: 5726858

Statement Showing Taxes as at: January 20, 2016

MESSAGESThis property is in a position to have a tax arrears certificate registered on the title of the property. Please contact Frank Tersigni,
Pre-Registration at 416-395-0420**OUTSTANDING TAXES**

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2015	Real Estate 2015	157,940.21	15,877.47	.00	173,817.68	
2015	Ins. Fees JUN 2015	318.66	27.86	52.05	398.57	
2015	Ins. Fees JUL 2015	106.22	7.98	52.05	166.25	
2015	WATER-040915	28,329.88	2,124.72	36.40	30,491.00	
2015	WATER-061115	2,173.72	108.68	36.40	2,318.80	
2015	WATER-081315	2,039.95	51.00	36.40	2,127.35	
2014	Real Estate 2014	161,273.91	40,374.72	.00	201,848.63	
2014	Ins. Fees APR 2014	212.44	55.86	51.00	319.30	
2013	Real Estate 2013	163,523.60	65,491.33	.00	229,014.93	
2013	Fire NOV 2013	1,291.52	419.64	50.00	1,761.16	
2013	Ins. Fees DEC 2013	212.44	63.84	50.00	326.28	
2012	Real Estate 2012	78,287.14	13,700.26	66.45	92,053.85	
	Total:	595,709.89	138,303.36	430.75	734,443.80	

Important Notice:**PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE****FUTURE INSTALMENTS**

Due Date	Amount Due	Description	Related Roll Number
March 1, 2016	26,324.11	Real Estate 2016	
April 1, 2016	26,323.00	Real Estate 2016	
May 2, 2016	26,323.00	Real Estate 2016	
February 5, 2016	2,076.35	WATER-100815	
	Total:	81,046.46	

This is Exhibit 5 referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

**CHANGE OF OWNERSHIP NOTICE**

Cullera

RCS-G16

Return to: City of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5Assessment Roll Number
19-01-03-3-470-00650-0000-0 4**Issued to:**D+H
Attention: JOCELYN NATIVIDAD
2 ROBERT SPECK PARKWAY FL15
MISSISSAUGA ON L4Z 1H6

Your Ref. No.: 5726858

DESCRIPTION OF PROPERTY38 METROPOLITAN RD
PLAN 4597 PT BLK E PT BLK G
PT ROAD (CLOSED BY BY-LAW
7169) RP 64R12578 PARTS 1 &
2**MESSAGES****CHANGES****Owner(s)**

Surname Given Name

Surname Given Name

Surname Given Name

Mailing Address**Postal Code****Property Address**

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU ***

Closing Date

Signature

TAXCER003A



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7

Tel: (416) 338-4829 Fax: (416) 696-3640

Page 2 of 2

(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND Assessment Roll Number
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11) 19-01-03-3-470-00850-0000-0 4

Issued to:

D+H
Attention: JOCELYN NATIVIDAD
2 ROBERT SPECK PARKWAY FL15
MISSISSAUGA ON L4Z 1H8

DESCRIPTION OF PROPERTY

38 METROPOLITAN RD
PLAN 4597 PT BLK E PT BLK G
PT ROAD (CLOSED BY BY-LAW
7169) RP 64R12578 PARTS 1 &
2

TAX SUMMARY

2016	Interim	78,970.11
2015	Taxes	157,940.21

Your Ref. No.: 5720858

Statement Showing Taxes as at: January 20, 2018

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the *Municipal Tax Sales Act*, 1990 or the *Municipal Act*, 2001, S.O. 2001, C.25, as amended and the *City of Toronto Act* 2006 S.O. 2006, C.11, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED
IN PAYMENT OF TAXES BEING HONOURED BY THE BANK

FEE PAID 65.00 for each separate parcel

Treasurer, City of Toronto

Important Notes:

1. This Certificate covers levied Tax Arrears or Current Taxes.
2. There are a variety of services which may be added to the Collector's Roll and collected as Taxes. The most common are Water Services and Current Weeding. For further information you should contact Collectors (416) 395-0174 for Water arrears; (416) 338-0338 for work orders arrears. For Building and Inspection Charges please call (416) 338-0338. For Fire Charges, please call Fire Services at (416) 338-6625.
3. The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the Assessment Act, R.S.O. 1990, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the *Municipal Act*, 2001 S.O. 2001, C.25, as amended, Sections 323, 325 and 326 of the *City of Toronto Act*, 2006, S.O. 2006, C. 11, Section 40 of the *Assessment Act*, R.S.O. as amended, or any legislative amendments that provide for further adjustments. It is recommended that you contact the Municipal Property Assessment Corporation (MPAC) at 1-866-306-0722 to determine potential changes in assessment.
4. This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification. Additional information may be obtained by call (416) 395-6738.
5. This certificate is subject to any apportionment which may be made pursuant to Section 356 of the *Municipal Act*, 2001, S.O. 2001, C.25, as amended or Section 322 of the *City of Toronto Act*, 2006, S.O. 2006, C. 11.
6. This certificate is subject to any phase-investing recalculation made pursuant to Section 318 of the *Municipal Act*, 2001, S.O. 2001, C.25, as amended or Section 382 of the *City of Toronto Act*, 2006, S.O. 2006, C. 11.
7. An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/tax/property_tax and click to our fee page for current charges.



CHANGE OF OWNERSHIP NOTICE

RCS-G18

Return to: City of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5

Assessment Roll Number
19-01-03-3-470-00850-0000-0 4

Issued to:

D+H
Attention: JOCELYN NATIVIDAD
2 ROBERT SPECK PARKWAY FL15
MISSISSAUGA ON L4Z 1H8

Your Ref. No.: 5720858

DESCRIPTION OF PROPERTY

38 METROPOLITAN RD
PLAN 4597 PT BLK E PT BLK G
PT ROAD (CLOSED BY BY-LAW
7169) RP 64R12578 PARTS 1 &
2

MESSAGES

CHANGES

Owner(s)

Surname	Given Name
Surname	Given Name
Surname	Given Name

Mailing Address

Postal Code

Property Address

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU ***

Closing Date

Signature

EXHIBIT “K”

ALLAN B. SHUSTERMAN

Barrister, Solicitor & Notary

3320 MIDLAND AVENUE, SUITE 207, SCARBOROUGH, ONTARIO M1V 5E6
TEL: (416) 291-6176 FAX: (416) 291-6047

Delivered via fax 905-764-4448

January 26, 2016

Royal Bank of Canada
260 East Beaver Creek Road
Richmond Hill, Ontario
L4B 3M3

Attention: Mortgage Statements/Mr. Thomas Yeung

Dear Sir or Madam:

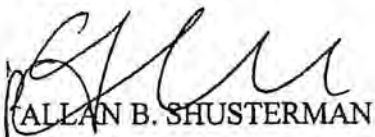
Re: 2292319 Ontario Inc. m/t Royal Bank of Canada
Existing first mortgage of 38 Metropolitan Road, Toronto
Mortgage No.155833
My File No.: 94277

I, ALLAN B. SHUSTERMAN, am the solicitor acting on behalf of Dan Rui Weng, being one of the shareholders and guarantor referred to above. The above Corporation would like to discharge the above mortgage on January 29, 2016.

Would you therefore kindly provide my office with a mortgage statement for discharge purposes setting out all amounts payable so as to obtain a discharge of the mortgage as at such date, and confirming the balance in the tax account and your discharge fee, if applicable.

Kindly provide the statement to my office as soon as possible.

Yours very truly,


ALLAN B. SHUSTERMAN

ABS:sy

⁴
K"
This is Exhibit referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016


A COMMISSIONER FOR TAKING AFFIDAVITS

MEMORY TRANSMISSION REPORT

TIME : 26-01-2016 14:55
 FAX NO.1 : 4162916047
 NAME : ALLAN SHUSTERMAN

FILE NO. : 629
 DATE : 26.01 14:55
 TO : 9057644448
 DOCUMENT PAGES : 1
 START TIME : 26.01 14:55
 END TIME : 26.01 14:55
 PAGES SENT : 1
 STATUS : OK

SUCCESSFUL TX NOTICE

ALLAN B. SHUSTERMAN
Barrister, Solicitor & Notary

3320 MIDLAND AVENUE, SUITE 207, SCARBOROUGH, ONTARIO M1V 5E6
 TEL: (416) 291-8176 FAX: (416) 291-8047

Delivered via fax 905-764-4448

January 26, 2016

Royal Bank of Canada
 260 East Beaver Creek Road
 Richmond Hill, Ontario
 L4B 3M3

Attention: Mortgage Statements/Mr. Thomas Yeung

Dear Sir or Madam:

Re: 2292319 Ontario Inc. m/t Royal Bank of Canada
 Existing first mortgage of 38 Metropolitan Road, Toronto
 Mortgage No. 155833
 My File No.: 94277

I, ALLAN B. SHUSTERMAN, am the solicitor acting on behalf of Dan Rui Weng, being one of the shareholders and guarantor referred to above. The above Corporation would like to discharge the above mortgage on January 29, 2016.

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Kindly provide the statement to my office as soon as possible.

Yours very truly,


 ALLAN B. SHUSTERMAN

ABS:sy

EXHIBIT “L”


MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL 416-369-4114
E-MAIL rmolson@mindengross.com
FILE NUMBER 4097961

January 28, 2016

BY EMAIL

Allan B. Shusterman
3320 Midland Avenue
Suite 207
Toronto, ON M1V 5E6

4 L 11
This is Exhibit referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016

A COMMISSIONER FOR TAKING AFFIDAVITS

Dear Sir:

Re: Royal Bank of Canada loan to 2292319 Ontario Inc. (the "Loan")
38 Metropolitan Road, Toronto, Ontario
Loan No. 03039401-001

We are the solicitors for Royal Bank of Canada and your letter dated January 26, 2016 addressed to our client has been forwarded to us for reply.

We confirm that the following is the amount required to obtain a discharge of the Loan:

Principal balance as at August 1, 2014:	\$3,812,273.69
Accrued interest to January 29, 2016:	\$ 184,736.56
Administration fee:	\$ 350.00
Current and anticipated legal fees to closing (including preparation and issuance of discharge documents):	\$ <u>8,072.49</u>
Total outstanding as at January 29, 2016:	<u>\$4,005,432.74</u>
Per diem: \$383.11	

E. & O.E.

*****Please note as follows:**

(a) that the above funds are to be forwarded by wire or electronic funds transfer only (as we will not accept direct deposit or certified funds) to Minden Gross LLP, in Trust in accordance with the attached trust account particulars.

**MINDEN
GROSS LLP**

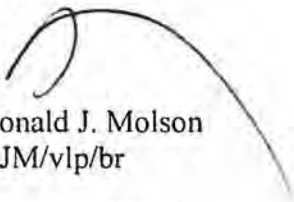
(b) If the above payments are not received by our firm by **12:00 p.m.** on the date payment is made, additional per diem interest is to be calculated to the next business day.

(c) This statement is being provided on a without prejudice basis and our client reserves the right to continue to take all steps as may be deemed necessary for the protection of its security.

(d) This statement is effective until **5:00 p.m. January 29, 2016** after which time it may no longer be relied upon.

If you have any questions, please do not hesitate to contact the writer.

Yours truly,
MINDEN GROSS LLP
Per:



Ronald J. Molson
RJM/vlp/br

#2477781 v1 | 4097961

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 King Street West, Suite 2200
Toronto, Ontario, Canada
M5H 4G2

WIRE INSTRUCTION

DATE: 28/01/2016

RE: **ROYAL BANK OF CANADA
(CANADIAN FUNDS)
TRUST ACCOUNT**

SWIFT CODE	ROYCCAT2
TRANSIT NUMBER:	06012
BANK ACCOUNT NUMBER:	1022227
ADDRESS:	ROYAL BANK OF CANADA 20 KING STREET WEST, TORONTO
NAME OF SOLICITOR EXPECTING FUNDS:	Ronald J. Molson
BENEFICIARY:	MINDEN GROSS LLP
CONTACT NAME:	JOY CUNNINGHAM
EMAIL ADDRESS:	<u>JCUNNINGHAM@MINDENGROSS.COM</u>
PHONE NUMBER:	(416) 362-3711 EXT 304

EXHIBIT “M”

Y M V

This is Exhibit referred to in the
 affidavit of Richard Crawford
 sworn before me, this 28th
 day of March 20 16


 A COMMISSIONER FOR TAKING AFFIDAVITS

From: Bradley George [mailto:bgeorge@yigalrifkind.com]
Sent: 2016, January, 28 3:52 PM
To: Crawford, Richard
Cc: yigal@yigalrifkind.com
Subject: RE: 2292319 Ontario Inc. & 38 Metropolitan Road, Toronto

Good afternoon Richard,

Further to our phone conversation, we represent Mr. Tran, a shareholder of the corporation who is looking to buyout the shares of the other shareholders and refinance the property. We are looking to obtain a statement of account from RBC that includes all amounts owing that would allow for a full discharge of the registered RBC mortgage on 38 Metropolitan.

Best regards,
Bradley George
 Litigation & Real Estate Clerk | Yigal Rifkind, Barrister & Solicitor
Phone: 416-222-4597 | **Fax:** 647-723-0546 | **Email:** bgeorge@yigalrifkind.com
Office: 5001 Yonge St, Suite 301, Toronto, Ontario, M2N 6P6.

Please note that though we take precautions to protect communication with our client pursuant to our obligations with respect to confidentiality and solicitor client privileged information, there is an inherent risk to communication over email in that there may be an unauthorized disclosure or the interception of this communication or others. Should you wish our office to refrain from using email - please notify us immediately.

Please note that this transmission (including any attachments) originates from a solicitors office and may contain confidential information, privileged material (including material protected by the solicitor-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients whether intentional or otherwise is not authorized and may be unlawful.

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

EXHIBIT “N”

AGREEMENT TO PURCHASE/TRANSFER OWNERSHIP

This Agreement of Purchase/Transfer Ownership dated this 5th day of June, 2015

Buyer : DAI HOA TRAN

Seller : DAN RUI WENG

Corporation : 2292319 ONTARIO INC. (25% of Ownership)

Latest completion date : June 18, 2015

Purchase Price : Two Hundred Seventy Thousands Canadian Dollars (CAD \$270,000.00)

Deposit : Buyer submits herewith Fifty Thousands Canadian Dollars (CAD \$50,000.00) by bank draft payable to the seller as Non-refundable deposit.

We, the Buyer and Seller in the above noted, hereby agree and acknowledge the following:

1. The Seller agrees to sell and transfer 25% of Ownership of the Corporation to the Buyer at a net value of Two Hundred Seventy Thousands Canadian Dollars (CAD \$270,000.00)
2. Buyer agrees to pay the balance of Purchase Price (CAD \$ 220,000 by bank draft) on or before the 18th day of June, 2015 (the latest completion date).
3. Seller agrees to transfer 25% of the ownership of the corporation and surrender all stock certificate(s) to the Buyer on the date the Seller receives the full amount of the purchase price.
4. If Seller doesn't receive the balance of the purchase price on or before 18th day of June, 2015, both Seller and Buyer agree that this agreement shall be null and void and the Seller's liability under this agreement will be released and the deposit will become property of the seller.
5. Both Buyer and Seller agree that the purchase price is including the goodwill, all debt, claims and liability of the corporation and there will be no adjustment of the Purchase Price. Both Buyer and Seller further agree that the purchase price is including the ownership, rental business and fixtures of property known as 38 Metropolitan Road in the City of Toronto, Province of Ontario M1R2T6
6. Buyer acknowledges and satisfies that currently there is no net cash in the account of the company and there will be no financial statement be provided by The Seller.

This is Exhibit N referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of march 2016


A COMMISSIONER FOR TAKING AFFIDAVITS

 Buyer


 Seller

7. Buyer acknowledges and agrees to pay and discharge the mortgage executed by RBC Royal Bank (mortgagor) to the corporation (mortgagee), secured by the property known as 38 Metropolitan Road in the City of Toronto, Province of Ontario M1R2T6, on or before the 18th day of June, 2015, and all the fees, expenses and charges incurred will be at Buyer's own expenses. Both Buyer and Seller agree that there will be no adjustment of the Purchase Price for the execution of this clause of condition.
8. Buyer agrees to pay all outstanding and upcoming tax payments, including all penalty, interest and charges, due to the corporation, which include but not limited to Property Tax, Corporate Income Tax. Buyer further agrees that Buyer is responsible to file and to pay all taxes for year 2014 and year 2015. Both Buyer and Seller agree that there will be no adjustment of the Purchase Price for the execution of this clause of condition.
9. Buyer agrees to pay all outstanding and upcoming charges and payments due to the corporation, including all claims, penalty, interest and charges. Both Buyer and Seller agree that there will be no adjustment of the Purchase Price for the execution of this clause of condition.
10. When the ownership of the corporation was transferred to the Buyer, the Seller agrees to resign all position(s) in the corporation, and the Buyer agrees to release the Seller all liability, claim and debt owe to the corporation. Buyer further agrees that the transfer of ownership will include transfer all the responsibility, liability of the Seller signed or agreed on behalf of the corporation on or before the date of transfer ownership.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 8 day of June, 2015.

SIGNED, SEALED, AND DELIVERED, This 8 day of June, 2015

BUYER: TRAN, DAI HOA

per 

Seller: WENG, DAN RUI
Shareholders of 2292319 ONTARIO INC.

per 

WITNESS:

per _____

For whom it may concern,

Confirmation Letter of Mr. Tran Dai Hoa Purchased 100% Common Shares from
1. Sharon Jie Qing, Hu 2. Wen Qing, Su 3. Yue Wei, Jiang 4. Dan Rui, Weng

Confirmation Letter of Proof of Sales :

2292319 Ontario Inc.
 38 Metropolitan Road, Scarborough, Ontario.


This is an official Letter of Proof. Mr. Tran Dai Hoa, Markham Resident at 5 Calbeck Ave.
 purchased the ownership of 2292319 Ontario Inc, 38 Metropolitan Road Plan 4597 PT BLK E
 PT BLK G PT Road, city of Toronto M1R 2T6.

The owner of 25 % common shareholder of each vendor below the list sold the ownership of the
 property to Mr. Tran Dai Hoa, on Sept 14, 2013.

1. Sharon Jie Qing, Hu
2. Wen Qing, Su
3. Yue Wei, Jiang
4. Dan Rui, Weng

IN CONSIDERATION of the property, of the transaction, the undersigned, being the vendor of
 the subject property, does hereby sell, transfer and convey to the purchaser the chattels, all
 existing rental business and fixtures in the purchase price as specified in the Agreement of
 Purchase and Sales, and the undersigned covenants that it is the lawful owners thereof and that
 the undersigned has the right to transfer and convey the same and that such chattels and fixtures
 are free of all encumbrances, liens and claims of any kind whatsoever.

DATED at Markham this 14th Sept, 2013

1. Sharon Jie Qing, Hu per 

2. Wen Qing, Su per 

3. Yue Wei, Jiang per 

4. Dan Rui, Weng per 

Shareholders of 2292319 Ontario Inc

INDEMNIFICATION & ACKNOWLEDGMENT

I, the undersigned, principal of the Corporation Yuan Yuan Qing Quang Health and Fitness Club, buyer of the shares of 22902319 Ontario Inc hereby acknowledge that I am satisfied that the value of the business the corporation is purchasing is a reasonable value and accept it as such. I therefore have no concerns about the bona fides of the business being purchased.

I acknowledge that I have had the opportunity to seek independent legal advice through Osborne G Barnwell, Barrister & Solicitor, Notary Public, and as well I have had the opportunity to consult and seek independent accounting and finance advice and thus, that there is no reason whatsoever for me to have any concerns about the purchase of the said shares.

I absolve Osborne G Barnwell from any liability or claim that may flow out of the purchase of the business. He has advised me of my rights of ensuring that all representations about the business are true and to exercise my due diligence concerning the particulars of the business. I therefore have no issue whatsoever about the nature and the particulars of the business.

Dated at Toronto Ontario, this 14th day of September 2013

SIGNED SEALED AND DELIVERED by


DAI-HOA TRAN


Witness

I HAVE AUTHORITY TO BIND THE CORPORATION

EXHIBIT “O”

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

2292319 ONTARIO INC.

Respondent

CONSENT

MSI SPERGEL INC. hereby agrees to act as Receiver in the above-noted matter.

DATED at TORONTO, Ontario this 24th day of March, 2016.


MSI SPERGEL INC.

PER: 

Name: Philip H. Gennis, J.D., CIRP
Title: Senior Principal

#2505226 | 4097961

This is Exhibit 0 referred to in the
affidavit of Richard Crawford
sworn before me, this 28th
day of March 2016


A COMMISSIONER FOR TAKING AFFIDAVITS

B E T W E E N

ROYAL BANK OF CANADA
Applicant

-and-

2292319 ONTARIO INC.
Respondent

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CONSENT

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
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Mark A. Freake (LSUC# 63656H)
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Lawyers for the Applicant

BETWEEN

ROYAL BANK OF CANADA
Applicant

-and-

2292319 ONTARIO INC.
Respondent

Court File No. CV16-11331-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

APPLICATION RECORD

MINDEN GROSS LLP
Barristers and Solicitors
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Toronto, ON M5H 4G2

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Lawyers for the Applicant