

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**HIGHYON ASSETS CORP., HIGHYON REALTY INC.,
BING PU and SHUYAN XU**

Defendants

MOTION RECORD

(Returnable on March 23, 2022
Motion for an Order dispensing with service)

March 18, 2022

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

Rachel Moses (LSO# 42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for Royal Bank of Canada

SERVICE LIST

BY EMAIL

TO: **Minden Gross LLP**
Barristers & Solicitors
2200-145 King Street West
Toronto, Ontario M5H 4G2

Attention: Rachel Moses (LSO #42081V)

Tel: (416) 369-4115

Fax: (416) 864-9223

Email: rmoses@mindengross.com

Lawyers for the Plaintiff, Royal Bank of Canada

AND

TO: **msi Spergel inc.**
505 Consumers Road., Suite 200
Toronto, ON M2J 4V8

Attention: Mukul Manchanda

Tel: (416) 498-4314

Fax: (416) 498-4314

Email: mmanchanda@spergel.ca

Receiver

AND

TO: **Highyon Assets Corp.**
350 Highway 7 East, Suite 310
Richmond Hill, ON L4B 3N2
Email: roger.pu@highyon.com and xushuyan@hotmail.com

Defendant

AND

TO: **Highyon Realty Inc.**
350 Highway 7 East, Suite 310
Richmond Hill, ON L4B 3N2
Email: roger.pu@highyon.com

Defendant

AND

TO: **Bing Pu**
350 Highway 7 East, Suite 310
Richmond Hill, ON L4B 3N2

18 Country Heights Drive
Richmond Hill, ON L4E 3M8

Email: roger.pu@highyon.com

Representative of Highyon Assets Corp. and Highyon Realty Inc.

AND

TO: **Shuyan Xu**
18 Country Heights Drive
Richmond Hill, ON L4E 3M8
Email: xushuyan@hotmail.com

Representative of Highyon Assets Corp.

AND

TO: **Weng Law Firm**
2347 Kennedy Rd., Unit 401
Toronto, ON M1T 3T8
Attention: Scott Weng (LSO #74860A)
Tel: 416-640-2000
Fax: 416-640-5213
Email: scott@wenglawfirm.ca
Lawyers for the Purchaser, 1000002868 Ontario Corporation

AND

TO: **Henry K. Hui & Associates**
Barristers & Solicitors
350 Highway #7 East, Suite 301
Richmond Hill, Ontario L4B 3N2

Attention: Henry K. Hui (LSO #14818C)
Tel: 905-881-7722
Fax: 905-881-1222
Email: henryhui@hkhlawyers.com

Lawyers for the second mortgage holder, Margaret Hui and for the third mortgage holder, Roger Lam

AND

TO: **Tan, He & Co. LLP**
Barristers & Solicitors, Trade-mark Agents
Toronto-Dominion Centre, TD West Tower
100 Wellington Street West
Suite 2130, P.O. Box 321
Toronto ON M5K 1K7

Attention: Ran He
Tel: 647-792-7798
Fax: 647-560-6547
Email: rhe@thcllp.com

Lawyers for the fourth mortgage holder, Guohui Liang

TO: **Canada Revenue Agency**
c/o Department of Justice
Ontario Regional Office
The Exchange Tower, Box 36
130 King Street West, Suite 3400
Toronto, ON M5X 1K6

Attention: Diane Winters
Tel: (416) 952-8563
Email: diane.winters@justice.gc.ca

AND

TO: **Her Majesty the Queen in Right of Ontario**
as represented by Ministry of Finance
Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8E9

Tel: (905) 433-6934
Fax: (905) 436-4510
Email: insolvency.unit@ontario.ca

AND

TO: **City of Richmond Hill**
Tax Department
Revenue Services/Corporate & Financial Services
225 East Beaver Creek
Richmond Hill, ON L4B 3P4

Tel: 905-771-2495
Email: revenue@richmondhill.ca

BY COURIER

TO: **Highyon Assets Corp.**
350 Highway 7 East, Suite 310
Richmond Hill, ON L4B 3N2

18 Country Heights Drive
Richmond Hill, ON L4E 3M8

Defendant

AND

TO: **Highyon Realty Inc.**
350 Highway 7 East, Suite 310
Richmond Hill, ON L4B 3N2

Defendant

AND

TO: **Bing Pu**
350 Highway 7 East, Suite 310
Richmond Hill, ON L4B 3N2

18 Country Heights Drive
Richmond Hill, ON L4E 3M8

Representative of Highyon Assets Corp. and Highyon Realty Inc.

AND

TO: **Shuyan Xu**
18 Country Heights Drive
Richmond Hill, ON L4E 3M8

Representative of Highyon Assets Corp.

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Court File No. CV-20-00648781-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**HIGHYON ASSETS CORP., HIGHYON REALTY INC.,
BING PU and SHUYAN XU**

Defendants

NOTICE OF MOTION

The plaintiff, Royal Bank of Canada ("**RBC**"), will make a motion to a Judge presiding over the Commercial List on Wednesday, March 23, 2022 at 10:30 a.m., or as soon after that time as the motion can be heard by judicial teleconference via Zoom at Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard (*choose appropriate option*)

☐ In writing under subrule 37.12.1(1) because it is without notice;

☐ In writing as an opposed motion under subrule 37.12.1(4);

☐ In person;

[] By telephone conference;

[X] By video conference.

at the following location:

<https://harrisonpensa.zoom.us/j/82153416943?pwd=T2c2bTFuMVlqd2cvNzh2aDNmdUc5dz09>

Meeting ID: 821 5341 6943

Passcode: Conway1!

THE MOTION IS FOR:

1. An order dispensing with service of RBC's motion record, dated October 6, 2020 for the motion that was heard on October 16, 2020 (the "**Motion Record**") and the receivership Order of Justice Gilmour dated October 16, 2020 (the "**Receivership Order**"), *nunc pro tunc*, on Guohui Liang, being the fourth mortgagee in respect of the Property (defined herein).
2. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. RBC brought a motion, returnable on October 16, 2020, for an order appointing msi Spergel inc as receiver of the defendant, Highyon Assets Corp. and all other property, assets and undertakings relating thereto, including the real property municipally known as Suites 302 & 310, 350 Highway 7 East, Richmond Hill, Ontario [PIN 29302-0093, PIN 29302-0094, PIN 29302-0326, and PIN29302-0327] (the "**Property**").

2. A charge/mortgage in favour of Guohui Liang in the amount of \$2,800,000.00 was registered against the Property on July 10, 2020 as Instrument Number YR3117703.

3. Through inadvertence, Guohui Liang was not served with the Motion Record or the Receivership Order.

4. The facts set out in msi Spergel inc.'s First Report to the Court.

5. Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16.04(1) and 37 of the *Rules of Civil Procedure*.

6. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. Affidavit of Samantha Bogoroch sworn March 17, 2022 together with Exhibits attached thereto.

2. Statement of Claim.

3. Such further and other material as counsel may submit and this Honourable Court may permit.

DATE: March 18, 2022

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

Rachel Moses (LSO #42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for the Plaintiff, Royal Bank of
Canada

#51558024119619 v1

B E T W E E N

ROYAL BANK OF CANADA
Plaintiff

-and-

HIGHYON ASSETS CORP., et al
Defendants

Court File No. CV-20-00648781-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

NOTICE OF MOTION

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

Rachel Moses (LSO# 42081V)
[E-Mail: rmoses@mindengross.com](mailto:rmoses@mindengross.com)
Tel: 416-369-4115

Lawyers for the Plaintiff

(File No. 4119619)

Court File No. CV-20-00648781-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**HIGHYON ASSETS CORP., HIGHYON REALTY INC.,
BING PU and SHUYAN XU**

Defendants

**AFFIDAVIT OF SAMANTHA BOGOROCH
(sworn March 17, 2022)**

I, **SAMANTHA BOGOROCH**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a lawyer with law firm Minden Gross LLP, lawyers for Royal Bank of Canada ("**RBC**"), and, as such, I have knowledge of the following matters.
2. I am swearing this affidavit in support of RBC's motion for an order dispensing with service of RBC's motion record, dated October 6, 2020 for the motion that was heard on October 16, 2020 (the "**Motion Record**") and the receivership order of Justice Gilmour dated October 16, 2020 (the "**Receivership Order**"), *nunc pro tunc*, on Guohui Liang, being the fourth mortgagee in respect of the Property (defined herein).

3. RBC brought a motion, returnable on October 16, 2020, for an order appointing msi Spergel inc ("**Spergel**") as receiver of the defendant, Highyon Assets Corp. ("**Debtor**"), and all other property, assets and undertakings relating thereto, including the real property municipally known as Suites 302 & 310, 350 Highway 7 East, Richmond Hill, Ontario [PIN 29302-0093, PIN 29302-0094, PIN 29302-0326, and PIN29302-0327] (the "**Property**").

4. By email sent on October 6, 2020, I served the Motion Record on the service list. A copy of my October 6, 2020 email is attached as **Exhibit "A"**.

5. On October 16, 2020, Justice Gilmour granted RBC the Receivership Order appointing Spergel as receiver. A copy of the endorsement and Receivership Order dated October 16, 2020 is attached as **Exhibit "B"**.

6. By email sent on October 16, 2020, I served the Receivership Order on the service list. A copy of my October 16, 2020 email is attached as **Exhibit "C"**.

7. The parcel register for the Property, a copy of which is attached as **Exhibit "D"**, indicates that a charge/mortgage in favour of Guohui Liang in the amount of \$2,800,000.00 was registered against the Property on July 10, 2020 as Instrument Number YR3117703. This information was set out in the Motion Record at Exhibit "C" to the Affidavit of Jerry Tsao which was filed in support of the Receivership Order.

8. Accordingly, Guohui Liang should have been given notice of RBC's motion to appoint Spergel as receiver. .

9. Through inadvertence, Guohui Liang was not served with the Motion Record or the Receivership Order.

10. I am advised by Rachel Moses, a partner with Minden Gross LLP with carriage of this matter on behalf of RBC, and I believe, that on March 15, 2022 she received an email from Ran He, litigation counsel for Guohui Liang, asking Ms. Moses to confirm whether his client had been served with the receivership materials.

11. I am further advised by Ms. Moses, and I believe, that she confirmed with Mr. He that, through inadvertence, Mr. Liang was not served with the receivership materials as follows:

“---

As advised below, through inadvertence, your client was not served with the motion record or receivership order by Minden Gross LLP on behalf of RBC in October 2020 – 1.5 years ago.

The Court-appointed receiver has been in place for 1.5 years now and the subject property has been marketed for more than one year. The details of the receiver’s marketing efforts are set out in the receiver’s motion record which you have received. The recovery from the sale of the property will not be sufficient to repay the indebtedness owing to RBC, the 1st secured creditor. There is nothing in the receivership for your client, as you have correctly acknowledged. In any event, it is our intention to obtain at the return of the receiver’s motion on March 23, 2022 an order dispensing with service of the motion record and receivership order on your client *nunc pro tunc*. Given the circumstances, we hope that your client will either consent or not oppose the order so as to avoid further unnecessary costs being incurred which are unrecoverable. We look forward to hearing from you”

A copy of the email exchange between Ms. Moses and Mr. He is attached as **Exhibit “E”**.

12. I am advised by Ms. Moses and believe that she left a voice message for Mr. He at 3:12 p.m. on March 17, 2022 to inquire if his client would consent or not oppose the motion dispensing with service. At the time of swearing my affidavit, Ms. Moses has not heard from Mr. He.

13. As at March 10, 2022, RBC is owed \$1,058,435.73 from the Debtor. A copy of the Indication Payout Amount as at March 10, 2022 is attached as **Exhibit "F"**.

14. The receivership has been in place since October 16, 2020 – one and half years ago. The Property has been marketed for sale for more than one year as fully described in Spergel's First Report dated March 14, 2022 at paragraphs 17 to 31. Without repeating the contents of Spergel's First Report, the original list price for the Property was \$1,100,000 on February 23, 2021. Since then the list price has been reduced.as follows:

- April 22, 2021 \$999,000
- June 28, 2021 \$860,000
- November 4, 2021 \$838,,838
- February 16, 2022 \$799,999

15. The Property has been sufficiently exposed to the market. Based on the amount owing to RBC, the Transaction (as defined in Spergel's Report) will be insufficient to repay all indebtedness owing by the Debtor to RBC, let alone the second mortgagee, the third mortgagee or the fourth mortgagee.

16. This Affidavit is made in support of the within motion, and for no other or improper purpose whatsoever.

SWORN by Samantha Bogoroch of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 17, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.


Rachel Moses (Mar 18, 2022 11:42 EDT)

Commissioner for Taking Affidavits
(or as may be)
Rachel Moses / LSO# 42081V)

#51558084119619 v1


SAMANTHA BOGOROCH

Wilfredo Guillermo

From: Samantha Bogoroch
Sent: Tuesday, October 6, 2020 12:42 PM
To: roger.pu@highyon.com; mmanchanda@spergel.ca; thogan@harrisonpensa.com; 'kevin.ohara@fin.gov.on.ca'; 'diane.winters@justice.gc.ca'; 'insolvency.unit@ontario.ca'; revenue@richmondhill.ca
Cc: Rachel Moses; Sage Neufeld; Pauline Leitgeb
Subject: Motion Record of Royal Bank of Canada re: Motion returnable on October 16, 2020 - Court File No. CV-20-00648781-00CL (RBC v. Highyon Assets Corp.)
Attachments: DOCS1-#4389168-v1-MOTION_RECORD_OF_RBC_(PDF)___returnable_October_16__202....pdf

Dear Messrs./Mesdames:

Re: Royal Bank of Canada (plaintiff)
v. Highyon Assets Corp., et al. (defendants)
Court File No. CV-20-00648781-00CL

We act for the plaintiff, **Royal Bank of Canada ("RBC")**, in the above matter.

Attached is the **Motion Record of RBC, dated October 5, 2020**, which we are herewith serving upon you pursuant to the *Rules of Civil Procedure* with respect to **RBC's motion returnable on October 16, 2020** for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, appointing msi Spergel inc. as receiver without security over all of the assets, undertakings and properties of the defendant, **Highyon Assets Corp. (the "Debtor")**, and all other property, assets, and undertakings related thereto, including the real property municipally known as Suites 302 and 310, 350 Highway 7 East, Richmond Hill, Ontario.

Yours truly,

Samantha Bogoroch




SAMANTHA BOGOROCH

Associate T: 416.369.4312 F: 416.864.9223 www.mindengross.com
 145 King St. West, Suite 2200, Toronto, ON M5H 4G2

MERITAS LAW FIRMS WORLDWIDE

This communication is for the use of the individual or entity named herein and contains information that may be privileged and confidential. If you are not the intended recipient, any dissemination, distribution or copying of this message or its contents is strictly prohibited. If you have received this message in error, please advise the sender immediately.

This is Exhibit "A" referred to
 in the Affidavit of Samantha Borogoch
 Sworn this 17th day of March, 2022.


Rachel Moses (Mar 18, 2022 11:42 EDT)

A Commissioner for Taking Affidavits

From: [Gilmore, Madam Justice Cory \(SCJ\)](#)
To: [Rachel Moses; Samantha Borogoch; "thogan@harrisonpensa.com"](#)
Cc: [JUS-G-MAG-CSD-Toronto-SCJ Commercial List](#)
Subject: Royal Bank v. Highyon et al. Court File No. CV-20-00648781-00CL
Date: Friday, October 16, 2020 9:10:52 AM
Attachments: [ORDER APPOINTING RECEIVER \(rbc_highyon\) signed October 16 2020.pdf](#)

Counsel: See my endorsement below.

Endorsement of Gilmore, J.

This motion to appoint msi Spergel as Receiver over the assets of the Debtor is unopposed. The materials have been properly served on the service list and Mr. Pu has not responded. I have signed the draft Order which is attached and in effect immediately.

C. Gilmore, J.

October 16, 2020

Madam Justice Cory A. Gilmore
Ontario Superior Court of Justice
361 University Avenue
4th Floor
Toronto, Ontario
M5G 1T3
cory.gilmore@scj-csj.ca

This is Exhibit "B" referred to in the Affidavit of Samantha Borogoch Sworn this 17th day of March, 2022.


Rachel Moses (Mar 18, 2022 11:42 EDT)

A Commissioner for Taking Affidavits

Court File No. CV-20-00648781-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

FRIDAY, THE 16th DAY

JUSTICE GILMORE

)

OF OCTOBER, 2020

B E T W E E N :

ROYAL BANK OF CANADA

Plaintiff

and

**HIGHYON ASSETS CORP., HIGHYON REALTY INC.,
BING PU and SHUYAN XU**

Defendants

**ORDER
(appointing Receiver)**

THIS MOTION made by the Plaintiff 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 Highyon Assets Corp. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day via Zoom video conference as a result of the COVID-19 pandemic.

ON READING the affidavit of Jerry C. Tsao sworn October 5, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Receiver, no one appearing for the Debtor although duly served as appears from the affidavit of service of Samantha

Bogoroch sworn October 7, 2020 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 the application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, 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 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 \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$75,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required,
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including against title to the following real property: Suites 302 & 310, 350 Highway 7 East, Richmond Hill, Ontario [PIN 29302-0093, PIN 29302-0094, PIN 29302-0326 and PIN 29302-0327];
- (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, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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 \$100,000.00 (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/scj/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.spergelcorporate.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 Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.

33. **THIS COURT ORDERS** that this Order is effective from today's date and is hereby enforceable without the need for entry and filing.



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 Highyon Assets Corp. 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 ____ day of _____, 2020 (the "**Order**") made in an action having Court file number CV-20-00648781-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

B E T W E E N:

29

ROYAL BANK OF CANADA

- and -

HIGHYON ASSETS CORP., HIGHYON REALTY INC.,

BING PU and SHUYAN XU

Defendants

Plaintiff

Court File No. CV-20-00648781-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

O R D E R

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

Rachel Moses (LSO#42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for the Plaintiff

(File No. 4119619)

From: [Samantha Bogoroch](#)
To: ["roger.pu@highyon.com"; "mmanchanda@spergel.ca"; "thogan@harrisonpensa.com"; "kevin.ohara@fin.gov.on.ca"; "diane.winters@justice.gc.ca"; "insolvency.unit@ontario.ca"; "revenue@richmondhill.ca"](#)
Cc: [Rachel Moses; Sage Neufeld; Christine Cavarzan](#)
Subject: RE: Motion Record of Royal Bank of Canada re: Motion returnable on October 16, 2020 - Court File No. CV-20-00648781-00CL (RBC v. Highyon Assets Corp.)
Date: Friday, October 16, 2020 10:24:53 AM
Attachments: [ORDER APPOINTING RECEIVER \(rbc highyon\) signed October 16 2020.pdf](#)
[image001.jpg](#)
[image003.jpg](#)

Good morning,

Please find attached the Order of Madam Justice Gilmore dated October 16, 2020, which is served on you pursuant to the *Rules of Civil Procedure*.

Samantha Bogoroch | Associate | T: 416.369.4312 | F: 416.864.9223 | www.mindengross.com
 MERITAS LAW FIRMS WORLDWIDE

From: Samantha Bogoroch
Sent: Tuesday, October 6, 2020 12:42 PM
To: roger.pu@highyon.com; mmanchanda@spergel.ca; thogan@harrisonpensa.com; 'kevin.ohara@fin.gov.on.ca'; 'diane.winters@justice.gc.ca'; 'insolvency.unit@ontario.ca'; revenue@richmondhill.ca
Cc: Rachel Moses ; Sage Neufeld ; Pauline Leitgeb
Subject: Motion Record of Royal Bank of Canada re: Motion returnable on October 16, 2020 - Court File No. CV-20-00648781-00CL (RBC v. Highyon Assets Corp.)

Dear Messrs./Mesdames:

Re: **Royal Bank of Canada (plaintiff)**
v. Highyon Assets Corp., et al. (defendants)
Court File No. CV-20-00648781-00CL

We act for the plaintiff, **Royal Bank of Canada ("RBC")**, in the above matter.

Attached is the **Motion Record of RBC, dated October 5, 2020**, which we are herewith serving upon you pursuant to the *Rules of Civil Procedure* with respect to **RBC's motion returnable on October 16, 2020** for an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, appointing msi Spergel inc. as receiver without security over all of the assets, undertakings and properties of the defendant, **Highyon Assets Corp. (the "Debtor")**, and all other property, assets, and undertakings related thereto, including the real property municipally known as Suites 302 and 310, 350 Highway 7 East, Richmond Hill, Ontario.

Yours truly,

Samantha Bogoroch

Minden Gross LLP




SAMANTHA BOGOROCH

Associate T: 416.369.4312 F: 416.864.9223 www.mindengross.com
 145 King St. West, Suite 2200, Toronto, ON M5H 4G2

MERITAS LAW FIRMS WORLDWIDE

This communication is for the use of the individual or entity named herein and contains information that may be privileged and confidential. If you are not the intended recipient, any dissemination, distribution or copying of this message or its contents is strictly prohibited. If you have received this message in error, please advise the sender immediately.

This is Exhibit "C" referred to
 in the Affidavit of Samantha Borogoch Sworn this
 17th day of March, 2022.


 Rachel Moses (Mar 18, 2022 11:42 EDT)

A Commissioner for Taking Affidavits

PROPERTY DESCRIPTION: UNIT 18, LEVEL 3, YORK REGION CONDOMINIUM PLAN NO. 771 ; PT LTS 20 & 21 PL 2607, PTS 1 TO 8 & 10 65R14620, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT712904 AS AMENDED BY LT720186 ; S/T TEMP EASE OVER PT 3 EXPROP PL YR1373973; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1995/12/18

OWNERS' NAMES
HIGHYON ASSETS CORP.

CAPACITY SHARE
ROWN

This is **Exhibit C** referred to in the Affidavit of **JERRY C. TSAO**
Sworn before me by video conference
This 5th day of October, 2020

A COMMISSIONER FOR TAKING AFFIDAVITS
Samantha Borogoch LSO# 775750

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/12/18 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/12/18**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/12/12 **</p>						
R488826	1988/11/15	NOTICE				C
		REMARKS: AIRPORT ZONING REGULATIONS				
R505310	1989/04/26	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
R510516	1989/06/07	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
R542751	1990/05/17	AGREEMENT				C
LT712904	1990/11/21	DECLARATION CONDO			735373 ONTARIO LTD.	C
LT718291	1990/12/07	BYLAW				C
		REMARKS: NO. 1				
LT718292	1990/12/07	BYLAW				C
		REMARKS: NO. 2				
LT718293	1990/12/07	BYLAW				C
		REMARKS: NO. 3				
LT719295	1990/12/10	BYLAW				C
		REMARKS: NO. 4				
LT720186	1990/12/12	DECLARATION				C
		REMARKS: AMENDING LT712904				
LT722320	1990/12/18	BYLAW				C
		REMARKS: NO. 5				

This is Exhibit "D" referred to in the Affidavit of Samantha Borogoch Sworn this 17th day of March, 2022.


Samantha Borogoch LSO# 775750

A Commissioner for Taking Affidavits

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
65R15192	1991/05/13	PLAN REFERENCE				C
LT876092	1992/11/03	BYLAW				C
	REMARKS: NO. 6	SPECIAL NO. 6				
LT929391	1993/08/16	BYLAW				C
	REMARKS: NO. 7					
LT941283	1993/10/22	BYLAW				C
	REMARKS: SPECIAL NO. 7					
LT968662	1994/04/11	BYLAW				C
	REMARKS: SPECIAL NO. 9					
LT1059097	1995/09/12	BYLAW				C
	REMARKS: SPECIAL NO. 7					
LT1293064	1998/08/20	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
LT1507736	2000/07/31	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
LT1523073	2000/09/06	CHARGE		*** COMPLETELY DELETED *** OWNERS	HSBC BANK CANADA	
LT1523074	2000/09/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 735373 ONTARIO LTD.	HSBC BANK CANADA	
	REMARKS: LT1523073					
YR1089753	2007/11/20	CONDO BYLAW/98		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
	REMARKS: BY-LAW #6					
65R31704	2009/06/12	PLAN REFERENCE				C
YR1373973	2009/09/14	PLAN EXPROPRIATION			THE REGIONAL MUNICIPALITY OF YORK	C
	REMARKS: PT COMMON ELEMENTS					
YR1564335	2010/10/21	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	YORK REGION CONDOMINIUM CORPORATION NO. 771	C
	REMARKS: LT720186					
YR2090043	2014/01/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
	REMARKS: LT1523073.					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2100855	2014/02/28	TRANSFER	\$230,000	735373 ONTARIO LTD.	HIGHYON ASSETS CORP.	C
YR2100856	2014/02/28	CHARGE		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HSBC BANK CANADA	
YR2100930	2014/02/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HSBC BANK CANADA	
REMARKS: YR2100856						
YR2502522	2016/07/07	CHARGE		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	JADA, GEORGE NAIM JADA, NAIM GEORGE JADA, RAWAN GEORGE	C
YR2838183	2018/06/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** JADA, GEORGE NAIM JADA, NAIM GEORGE JADA, RAWAN GEORGE		
REMARKS: YR2502522.						
YR2840572	2018/06/22	CHARGE	\$900,000	HIGHYON ASSETS CORP.	ROYAL BANK OF CANADA	
YR2850217	2018/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		C
REMARKS: YR2100856.						
YR2904645	2018/12/03	CHARGE	\$150,000	HIGHYON ASSETS CORP.	HUI, MARGARET	
YR3052188	2020/01/02	CHARGE	\$200,000	HIGHYON ASSETS CORP.	LAM, ROGER	
YR3117703	2020/07/10	CHARGE	\$2,800,000	HIGHYON ASSETS CORP.	LIANG, GUOHUI	C

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

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PROPERTY DESCRIPTION:

UNIT 19, LEVEL 3, YORK REGION CONDOMINIUM PLAN NO. 771 ; PT LTS 20 & 21 PL 2607, PTS 1 TO 8 & 10 65R14620, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT712904 AS AMENDED BY LT720186 ; RICHMOND HILL; S/T TEMP EASE OVER PT 3 EXPROP PL YR1373973

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1995/12/18

OWNERS' NAMES

HIGHYON ASSETS CORP.

CAPACITY SHARE

ROWN

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WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/12/18						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/12/12 **						
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REMARKS: AIRPORT ZONING REGULATIONS						
R505310	1989/04/26	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
R510516	1989/06/07	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
R542751	1990/05/17	AGREEMENT				C
LT712904	1990/11/21	DECLARATION CONDO			735373 ONTARIO LTD.	C
LT718291	1990/12/07	BYLAW				C
REMARKS: NO. 1						
LT718292	1990/12/07	BYLAW				C
REMARKS: NO. 2						
LT718293	1990/12/07	BYLAW				C
REMARKS: NO. 3						
LT719295	1990/12/10	BYLAW				C
REMARKS: NO. 4						
LT720186	1990/12/12	DECLARATION				C
REMARKS: AMENDING LT712904						
LT722320	1990/12/18	BYLAW				C
REMARKS: NO. 5						

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

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	REMARKS: NO. 6	SPECIAL NO. 6				
LT929391	1993/08/16	BYLAW				C
	REMARKS: NO. 7					
LT941283	1993/10/22	BYLAW				C
	REMARKS: SPECIAL NO. 7					
LT954890	1994/01/06	TRANSFER		*** COMPLETELY DELETED ***	RASKINA, LLOYD CURRAN, JAMES TAM, PETER GOSBEE, ROGER ALTON	
LT954891	1994/01/06	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
LT954892	1994/01/06	CHARGE		*** COMPLETELY DELETED ***	735373 ONTARIO LTD.	
LT954893	1994/01/06	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***	CANADIAN IMPERIAL BANK OF COMMERCE	
	REMARKS: LT954892					
LT968662	1994/04/11	BYLAW				C
	REMARKS: SPECIAL NO. 9					
LT1059097	1995/09/12	BYLAW				C
	REMARKS: SPECIAL NO. 7					
LT1243930	1998/01/22	TRANSFER		*** COMPLETELY DELETED *** RASKINA, LLOYD CURRAN, JAMES TAM, PETER GOSBEE, ROGER ALTON	RASKINA, LLOYD CURRAN, JAMES GOSBEE, ROGER ALTON	
	REMARKS: S/T EXEC. NO.97-02655, AND 97-03205 - TAM, PETER, IF APPLICABLE. DELETED UNDER YR749998. DELETED 08/12/11 AS TRANSFERRED.				EXECUTION DELETED AND LAND SINCE	
LT1243931	1998/01/22	TRANSFER		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT1243932	1998/01/22	TRANSFER		GOSBEE, ROGER ALTON *** COMPLETELY DELETED *** RASKINA, LLOYD CURRAN, JAMES	RASKINA, LLOYD CURRAN, JAMES RASKINA, PATTI LYNN CURRAN, GWEN	C
LT1293064	1998/08/20	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 771		
LT1440602	1999/12/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: LT954892						
LT1440603	1999/12/29	CHARGE		*** COMPLETELY DELETED *** RASKINA, PATTI LYNN CURRAN, GWEN	BOLET INVESTMENTS LIMITED	C
LT1450871	2000/02/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: LT954891						
LT1507736	2000/07/31	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 771		
YR88102	2001/12/18	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BOLET INVESTMENTS LIMITED	POLYZOIS, JOHN	
REMARKS: LT1440603						
YR107686	2002/02/15	CHARGE		*** COMPLETELY DELETED *** CURRAN, GWEN RASKINA, PATTI LYNN	BANK OF MONTREAL	
YR108206	2002/02/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** POLYZOIS, JOHN		
REMARKS: RE: LT1440603						
YR749998	2005/12/15	APL DEL EXECUTION		*** COMPLETELY DELETED *** RASKINA, PATTI LYNN CURRAN, GWEN		
REMARKS: DELETE EXECUTION NOS. 97-02655 & 97-03205.						
YR750054	2005/12/15	TRANSFER		*** COMPLETELY DELETED *** CURRAN, GWEN RASKINA, PATTI LYNN	1656958 ONTARIO INC.	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR750065	2005/12/15	CHARGE		*** COMPLETELY DELETED *** 1656958 ONTARIO INC.	THE BANK OF EAST ASIA (CANADA)	
		REMARKS: DELETED 08/12/11 AS IT WAS DISCHARGED BY YR831355.				
YR750067	2005/12/15	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1656958 ONTARIO INC.	THE BANK OF EAST ASIA (CANADA)	
		REMARKS: YR750065 DELETED 08/12/11 AS CHARGE DISCHARGED BY YR831355.				
YR797703	2006/03/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: YR107686				
YR828380	2006/06/05	CHARGE		*** COMPLETELY DELETED *** 1656958 ONTARIO INC.	STATE BANK OF INDIA (CANADA)	
YR828381	2006/06/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1656958 ONTARIO INC.	STATE BANK OF INDIA (CANADA)	
		REMARKS: YR828380				
YR831355	2006/06/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF EAST ASIA (CANADA)		
		REMARKS: RE: YR750065 DELETED 08/12/11				
YR1089753	2007/11/20	CONDO BYLAW/98		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
		REMARKS: BY-LAW #6				
YR1174137	2008/06/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** STATE BANK OF INDIA (CANADA)		
		REMARKS: RE: YR828380				
YR1273139	2008/12/31	CHARGE		*** COMPLETELY DELETED *** 1656958 ONTARIO INC.	THE BANK OF EAST ASIA (CANADA)	
YR1273141	2008/12/31	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1656958 ONTARIO INC.	THE BANK OF EAST ASIA (CANADA)	
		REMARKS: YR1273139				
65R31704	2009/06/12	PLAN REFERENCE				C
YR1373973	2009/09/14	PLAN EXPROPRIATION			THE REGIONAL MUNICIPALITY OF YORK	C
		REMARKS: PT COMMON ELEMENTS				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1564335	2010/10/21	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	YORK REGION CONDOMINIUM CORPORATION NO. 771	C
	REMARKS: LT7201	86				
YR1640019	2011/04/29	TRANSFER	\$450,000	1656958 ONTARIO INC.	HIGHYON ASSETS CORP.	C
YR1640061	2011/04/29	CHARGE		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HSBC BANK CANADA	
YR1640067	2011/04/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HSBC BANK CANADA	
	REMARKS: YR1640	061				
YR1645892	2011/05/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)		
	REMARKS: YR1273	139.				
YR1829183	2012/05/29	CHARGE		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	JADA, GEORGE N. JADA, NAIM G. JADA, RAWAN	
YR2502514	2016/07/07	CHARGE		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	JADA, GEORGE NAIM JADA, NAIM GEORGE JADA, RAWAN GEORGE	
YR2838202	2018/06/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** JADA, GEORGE N. JADA, NAIM G. JADA, RAWAN		
	REMARKS: YR1829	183.				
YR2838203	2018/06/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** JADA, GEORGE NAIM JADA, NAIM GEORGE JADA, RAWAN GEORGE		
	REMARKS: YR2502	514.				
YR2840572	2018/06/22	CHARGE	\$900,000	HIGHYON ASSETS CORP.	ROYAL BANK OF CANADA	C
YR2850218	2018/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
	REMARKS: YR1640	061.				

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2879064	2018/09/27	CHARGE		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HIGHYON MORTGAGE INVESTMENT CORPORATION	
YR2904615	2018/12/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** HIGHYON MORTGAGE INVESTMENT CORPORATION		
	REMARKS: YR2879064.					
YR2904645	2018/12/03	CHARGE	\$150,000	HIGHYON ASSETS CORP.	HUI, MARGARET	C
YR3052188	2020/01/02	CHARGE	\$200,000	HIGHYON ASSETS CORP.	LAM, ROGER	C
YR3117703	2020/07/10	CHARGE	\$2,800,000	HIGHYON ASSETS CORP.	LIANG, GUOHUI	C

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

PROPERTY DESCRIPTION:

UNIT 186, LEVEL A, YORK REGION CONDOMINIUM PLAN NO. 771 ; PT LTS 20 & 21 PL 2607, PTS 1 TO 8 & 10 65R14620, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT712904 AS AMENDED BY LT720186 ; RICHMOND HILL; S/T TEMP EASE OVER PT 3 EXPROP PL YR1373973

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1995/12/18

OWNERS' NAMES

HIGHYON ASSETS CORP.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/12/18 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/12/18						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/12/12 **						
R488826	1988/11/15	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
R505310	1989/04/26	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
R510516	1989/06/07	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
R542751	1990/05/17	AGREEMENT				C
LT712904	1990/11/21	DECLARATION CONDO			735373 ONTARIO LTD.	C
LT718291	1990/12/07	BYLAW				C
REMARKS: NO. 1						
LT718292	1990/12/07	BYLAW				C
REMARKS: NO. 2						
LT718293	1990/12/07	BYLAW				C
REMARKS: NO. 3						
LT719295	1990/12/10	BYLAW				C
REMARKS: NO. 4						
LT720186	1990/12/12	DECLARATION				C
REMARKS: AMENDING LT712904						
LT722320	1990/12/18	BYLAW				C
REMARKS: NO. 5						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
65R15192	1991/05/13	PLAN REFERENCE				C
LT876092	1992/11/03	BYLAW				C
	REMARKS: NO. 6	SPECIAL NO. 6				
LT929391	1993/08/16	BYLAW				C
	REMARKS: NO. 7					
LT941283	1993/10/22	BYLAW				C
	REMARKS: SPECIAL NO. 7					
LT968662	1994/04/11	BYLAW				C
	REMARKS: SPECIAL NO. 9					
LT1059097	1995/09/12	BYLAW				C
	REMARKS: SPECIAL NO. 7					
LT1293064	1998/08/20	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
LT1507736	2000/07/31	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
LT1523073	2000/09/06	CHARGE		*** COMPLETELY DELETED *** OWNERS	HSBC BANK CANADA	
LT1523074	2000/09/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 735373 ONTARIO LTD.	HSBC BANK CANADA	
	REMARKS: LT1523073					
YR1089753	2007/11/20	CONDO BYLAW/98		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
	REMARKS: BY-LAW #6					
65R31704	2009/06/12	PLAN REFERENCE				C
YR1373973	2009/09/14	PLAN EXPROPRIATION			THE REGIONAL MUNICIPALITY OF YORK	C
	REMARKS: PT COMMON ELEMENTS					
YR1564335	2010/10/21	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	YORK REGION CONDOMINIUM CORPORATION NO. 771	C
	REMARKS: LT720186					
YR2090043	2014/01/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
	REMARKS: LT1523073.					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2100855	2014/02/28	TRANSFER	\$230,000	735373 ONTARIO LTD.	HIGHYON ASSETS CORP.	C
YR2100856	2014/02/28	CHARGE		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HSBC BANK CANADA	
YR2100930	2014/02/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HSBC BANK CANADA	
REMARKS: YR2100856						
YR2840572	2018/06/22	CHARGE	\$900,000	HIGHYON ASSETS CORP.	ROYAL BANK OF CANADA	C
YR2850217	2018/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
REMARKS: YR2100856.						
YR2904645	2018/12/03	CHARGE	\$150,000	HIGHYON ASSETS CORP.	HUI, MARGARET	C
YR3052188	2020/01/02	CHARGE	\$200,000	HIGHYON ASSETS CORP.	LAM, ROGER	C
YR3117703	2020/07/10	CHARGE	\$2,800,000	HIGHYON ASSETS CORP.	LIANG, GUOHUI	C

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PROPERTY DESCRIPTION:

UNIT 187, LEVEL A, YORK REGION CONDOMINIUM PLAN NO. 771 ; PT LTS 20 & 21 PL 2607, PTS 1 TO 8 & 10 65R14620, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT712904 AS AMENDED BY LT720186 ; RICHMOND HILL; S/T TEMP EASE OVER PT 3 EXPROP PL YR1373973

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LT712904	1990/11/21	DECLARATION CONDO			735373 ONTARIO LTD.	C
LT718291	1990/12/07	BYLAW				C
REMARKS: NO. 1						
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REMARKS: NO. 4						
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REMARKS: AMENDING LT712904						
LT722320	1990/12/18	BYLAW				C
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	REMARKS: NO. 6	SPECIAL NO. 6				
LT929391	1993/08/16	BYLAW				C
	REMARKS: NO. 7					
LT941283	1993/10/22	BYLAW				C
	REMARKS: SPECIAL NO. 7					
LT968662	1994/04/11	BYLAW				C
	REMARKS: SPECIAL NO. 9					
LT1059097	1995/09/12	BYLAW				C
	REMARKS: SPECIAL NO. 7					
LT1293064	1998/08/20	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
LT1507736	2000/07/31	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
LT1523073	2000/09/06	CHARGE		*** COMPLETELY DELETED *** OWNERS	HSBC BANK CANADA	
LT1523074	2000/09/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 735373 ONTARIO LTD.	HSBC BANK CANADA	
	REMARKS: LT1523073					
YR1089753	2007/11/20	CONDO BYLAW/98		YORK REGION CONDOMINIUM CORPORATION NO. 771		C
	REMARKS: BY-LAW #6					
65R31704	2009/06/12	PLAN REFERENCE				C
YR1373973	2009/09/14	PLAN EXPROPRIATION			THE REGIONAL MUNICIPALITY OF YORK	C
	REMARKS: PT COMMON ELEMENTS					
YR1564335	2010/10/21	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	YORK REGION CONDOMINIUM CORPORATION NO. 771	C
	REMARKS: LT720186					
YR2090043	2014/01/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
	REMARKS: LT1523073.					

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YR2100855	2014/02/28	TRANSFER	\$230,000	735373 ONTARIO LTD.	HIGHYON ASSETS CORP.	C
YR2100856	2014/02/28	CHARGE		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HSBC BANK CANADA	
YR2100930	2014/02/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HIGHYON ASSETS CORP.	HSBC BANK CANADA	
REMARKS: YR2100856						
YR2840572	2018/06/22	CHARGE	\$900,000	HIGHYON ASSETS CORP.	ROYAL BANK OF CANADA	C
YR2850217	2018/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
REMARKS: YR2100856.						
YR2904645	2018/12/03	CHARGE	\$150,000	HIGHYON ASSETS CORP.	HUI, MARGARET	C
YR3052188	2020/01/02	CHARGE	\$200,000	HIGHYON ASSETS CORP.	LAM, ROGER	C
YR3117703	2020/07/10	CHARGE	\$2,800,000	HIGHYON ASSETS CORP.	LIANG, GUOHUI	C

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

This is Exhibit "E" referred to
in the Affidavit of Samantha Borogoch Sworn this
17th day of March, 2022.


Rachel Moses (Mar 18, 2022 11:42 EDT)

A Commissioner for Taking Affidavits

From: Rachel Moses
Sent: Thursday, March 17, 2022 8:59 AM
To: 'Ran He' <rhe@thcllp.com>; rdanter@harrisonpensa.com; thogan@harrisonpensa.com
Cc: mmanchanda@spergel.ca
Subject: RE: Royal Bank of Canada v. Highyon Assets Corp., et al [IWOV-HPMain.FID516986]

Hello Ran,

As advised below, through inadvertence, your client was not served with the motion record or receivership order by Minden Gross LLP on behalf of RBC in October 2020 – 1.5 years ago.

The Court-appointed receiver has been in place for 1.5 years now and the subject property has been marketed for more than one year. The details of the receiver's marketing efforts are set out in the receiver's motion record which you have received. The recovery from the sale of the property will not be sufficient to repay the indebtedness owing to RBC, the 1st secured creditor. There is nothing in the receivership for your client, as you have correctly acknowledged. In any event, it is our intention to obtain at the return of the receiver's motion on March 23, 2022 an order dispensing with service of the motion record and receivership order on your client *nunc pro tunc*. Given the circumstances, we hope that your client will either consent or not oppose the order so as to avoid further unnecessary costs being incurred which are unrecoverable. We look forward to hearing from you



RACHEL MOSES

T: [416.369.4115](tel:416.369.4115) **F:** 416.864.9223 www.mindengross.com
145 King St. West, Suite 2200, Toronto, ON M5H 4G2
Save contact details: [Rachel Moses](#)

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From: Ran He [<mailto:rhe@thcllp.com>]
Sent: Wednesday, March 16, 2022 8:53 PM
To: Rachel Moses <RMoses@mindengross.com>; rdanter@harrisonpensa.com; thogan@harrisonpensa.com
Cc: mmanchanda@spiegel.ca
Subject: RE: Royal Bank of Canada v. Highyon Assets Corp., et al [IWOV-HPMain.FID516986]
Importance: High

Rachel,

Would you and counsel for the receiver check if any notice of the proceeding has been provided to my client (or Mr. Zhao)? While I would probably agree that my client will likely be wiped out as a mortgagee in any event, the lack of notice deprived my client of the opportunity to participate in the sale of the property, and we know the final listing price is fairly low (and I guess the final purchase price might be low as well). On the other hand, if a notice has been sent to Mr. Zhao's office but not conveyed to my client, there might be a negligence claim.

Thanks,

Ran He, JD, PhD | THC Lawyers
 Tan, He & Co. LLP
 Barristers & Solicitors, Trade-mark Agents
 Attorneys at law, New York/California

Toronto-Dominion Centre, TD West Tower
 100 Wellington Street West
 Suite 2130, P.O. Box 321
 Toronto ON M5K 1K7
 Tel.: +1.647.792.7798
 Fax: +1.647.560.6547

rhe@thcllp.com
www.thcllp.com

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From: Rachel Moses <RMoses@mindengross.com>
Sent: Wednesday, March 16, 2022 9:09 AM
To: Ran He <rhe@thcllp.com>; rdanter@harrisonpensa.com; thogan@harrisonpensa.com

Cc: mmanchanda@spergel.ca

Subject: RE: Royal Bank of Canada v. Highyon Assets Corp., et al [IWOV-HPMain.FID516986]

Hi Ran,

It appears that your client was not served – this of course was through inadvertence.



Rachel Moses

T: [416.369.4115](tel:416.369.4115) **F:** 416.864.9223 www.mindengross.com

145 King St. West, Suite 2200, Toronto, ON M5H 4G2

Save contact details: [Rachel Moses](#)

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From: Ran He [<mailto:rhe@thcllp.com>]

Sent: Tuesday, March 15, 2022 3:36 PM

To: Rachel Moses <RMoses@mindengross.com>; rdanter@harrisonpensa.com;

thogan@harrisonpensa.com

Cc: mmanchanda@spergel.ca

Subject: RE: Royal Bank of Canada v. Highyon Assets Corp., et al [IWOV-HPMain.FID516986]

Yes please.

Ran He, JD, PhD | THC Lawyers

Tan, He & Co. LLP

Barristers & Solicitors, Trade-mark Agents

Attorneys at law, New York/California

Toronto-Dominion Centre, TD West Tower

100 Wellington Street West

Suite 2130, P.O. Box 321

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rhe@thcllp.com

www.thcllp.com

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From: Rachel Moses <RMoses@mindengross.com>
Sent: Tuesday, March 15, 2022 3:12 PM
To: Ran He <rhe@thcllp.com>; rdanter@harrisonpensa.com; thogan@harrisonpensa.com
Cc: mmanchanda@spergel.ca
Subject: RE: Royal Bank of Canada v. Highyon Assets Corp., et al [IWOV-HPMain.FID516986]

Ran,

Are you asking for an affidavit of service re the motion to appoint a receiver?



Rachel Moses

T: [416.369.4115](tel:416.369.4115) **F:** 416.864.9223 www.mindengross.com
 145 King St. West, Suite 2200, Toronto, ON M5H 4G2
 Save contact details: [Rachel Moses](#)

MERITAS LAW FIRMS WORLDWIDE

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From: Ran He [<mailto:rhe@thcllp.com>]
Sent: Tuesday, March 15, 2022 1:27 PM
To: rdanter@harrisonpensa.com; thogan@harrisonpensa.com; Rachel Moses <RMoses@mindengross.com>
Cc: mmanchanda@spergel.ca
Subject: Re: Royal Bank of Canada v. Highyon Assets Corp., et al [IWOV-HPMain.FID516986]
Importance: High

Counsel,

I am the litigation counsel for the fourth mortgage holder, Guohui Liang. We received the enclosed document from my client's solicitor, Dong Shan Zhao, earlier today. Please include me in the communication list. At this moment, I do not plan to attend the hearing next week or take any positions.

I was wondering if you or counsel for Royal Bank may search your record of this proceeding and let me

know that, prior to this motion record, whether you have provided any notice regarding this proceeding to my client (perhaps through Mr. Zhao). If a notice has been provided, can you please provide me a copy of the transmission of the correspondence?

Thanks,

Ran He, JD, PhD | THC Lawyers
Tan, He & Co. LLP
Barristers & Solicitors, Trade-mark Agents
Attorneys at law, New York/California

Toronto-Dominion Centre, TD West Tower
100 Wellington Street West
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HIGHYON ASSETS CORP. Indication Payout amount as at March 10, 2022								
Borrower	Facility	Principal	Accrued Interest	Breakage	Total	Per Diem	Comment	
HIGHYON ASSETS CORP.	07512 29040616 001	\$764,184.92	\$60,931.71	\$88,442.68	\$913,559.31	\$114.10	As at Mar 10/22, subject to change	TERM LOAN
HIGHYON ASSETS CORP.	07512 29040616 003	\$80,475.64	\$199.21	\$0.00	\$80,674.85	\$20.09	As at Mar 10/22, subject to change	LOC
HIGHYON ASSETS CORP.	FEES	\$64,201.57	\$0.00	\$0.00	\$64,201.57	\$0.00	As at Mar 10/22, subject to change	FEES
	Sub Totals	\$908,862.13	\$61,130.92	\$88,442.68	\$1,058,435.73	\$134.19		
	Total CAD Payout Amount (E.&O.E.)				\$1,058,435.73	\$134.19		

FEES:	\$	3,142.71
	\$	5,395.52
	\$	30,000.00
	\$	9,704.30
	\$	279.68
	\$	2,318.23
	\$	4,093.43
	\$	4,093.43
	\$	1,606.86
	\$	2,767.37
	\$	800.04
TOTAL	\$	64,201.57

This is Exhibit "F" referred to
in the Affidavit of Samantha Borogoch Sworn this
17th day of March, 2022.


Rachel Moses (Mar 18, 2022 11:42 EDT)

A Commissioner for Taking Affidavits

B E T W E N

ROYAL BANK OF CANADA
Plaintiff

-and-

HIGHYON ASSETS CORP. et al.
Defendants
Court File No. CV-20-00648781-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT OF SAMANTHA BOGOROCH

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

Rachel Moses (LSO#42081V)
rmoses@mindengross.com
Tel: 416-369-4115

Lawyers for the Plaintiff



Electronically issued
Délivré par voie électronique : 05-Oct-2020
Toronto

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**HIGHYON ASSETS CORP., HIGHYON REALTY INC.,
BING PU and SHUYAN XU**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date October 5, 2020

Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 7th Floor
Toronto ON M5G 1R7

TO: HIGHYON ASSETS CORP.
350 Highway 7 East, Suite 310
Richmond Hill, Ontario
L4B 3N2

AND TO: HIGHYON REALTY INC.
350 Highway 7 East, Suite 310
Richmond Hill, Ontario
L4B 3N2

AND TO: BING PU
18 Country Heights Drive
Richmond Hill, Ontario
L4E 3M8

AND TO: SHUYAN XU
18 Country Heights Drive
Richmond Hill, Ontario
L4E 3M8

CLAIM

1. The Plaintiff, Royal Bank of Canada ("**RBC**") claims against the defendant, Highyon Assets Corp. ("**Highyon Assets**):

- (a) An order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, appointing msi Spergel inc. ("**Spergel**") as receiver (in such capacity, the "**Receiver**"), without security, over all of the assets, undertakings, and property of Highyon Assets, including the real property municipally known as Suites 302 and 310, 350 Highway 7 East, Richmond Hill, Ontario [PIN 29302-0093, PIN 29302-0094, PIN 29302-0326, and PIN29302-0327] (the "**Property**"), and all other property, assets, and undertakings relating thereto.

2. RBC claims against the defendant, Highyon Realty Inc. ("**Highyon Realty**):

- (a) Payment in the sum of \$839,537.61 under Highyon Realty's guarantee of the debts of Highyon Assets to RBC, together with interest thereon from July 14, 2020 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5.00%, both before and after judgment.

3. RBC claims against the defendants Bing Pu ("**Roger**") and Shuyan Xu ("**Shuyan**):

- (a) Payment in the sum of \$839,537.61 under Roger and Shuyan's guarantee of the debts of Highyon Assets owing to RBC, together with interest thereon from July 14, 2020 to the date of judgment at RBC's prime rate of interest per annum in effect from time to time plus 5.00%, both before and after judgment.

4. RBC claims against the defendants collectively:

- (a) Payment in the sum of \$5,395.52 in respect of legal fees incurred by RBC;
- (b) In the alternative to the interest claimed above, pre-judgment and post-judgment interest in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O., c. C.43, as amended;
- (c) The costs of this proceeding on a solicitor and client basis; and
- (d) Such further and other relief as this Honourable Court may deem just.

The Parties

5. RBC is a chartered bank with offices in Toronto, Ontario.

6. Highyon Assets is a corporation incorporated pursuant to the laws of Ontario. Its registered office is at 350 Highway 7 East, Suite 310, Richmond Hill, Ontario.

7. Highyon Realty is a corporation incorporated pursuant to the laws of Ontario. Its registered office is at 350 Highway 7 East, Suite 310, Richmond Hill, Ontario.

8. The defendant, Roger, is an individual residing in Richmond Hill, Ontario. Roger is an officer and director of Highyon Assets and Highyon Realty.

9. The defendant, Shuyan, is an individual residing in Richmond Hill, Ontario. Shuyan is an officer Roger and Shuyan jointly and severally guaranteed the debts, liabilities and obligations of Highyon Assets and Highyon Realty to RBC.

Highyon Assets' Indebtedness

10. Pursuant to a commitment letter dated March 4, 2020 and accepted by Highyon Assets on April 6, 2020, as amended and extended from time to time (collectively, the "**Loan Agreement**"), RBC extended the following to Highyon Assets:

- (a) a \$774,167.35 fixed rate term loan (non-revolving) ("**Term Loan**");
- (b) a \$75,000.00 revolving demand facility available by way of RBP based loans ("**LOC**"); and
- (c) a Visa Facility to a maximum of \$15,000.00.

11. In support of the Loan Agreement, Highyon Assets extended, among other things:

- (a) a general security agreement in favor of RBC constituting a first ranking security interest on all personal property of Highyon Assets;
- (b) a collateral mortgage in the amount of \$900,000 signed by Highyon Assets constituting a first fixed charge on the lands and improvements located at

Suites 302 and 310, 350 Highway 7 East, Richmond Hill, Ontario (the “**Mortgage**”);

- (c) a guarantee and postponement of claim in the amount of \$900,000 signed by Roger and Shuyan in support of the Term Facility; and
- (d) a guarantee and postponement of claim in the amount of \$900,000 signed by Highyon Realty, supported by a general security agreement constituting a first ranking security interest in all personal property of Highyon Realty;

(Collectively, the “**Security**”).

12. Pursuant to the Loan Agreement, Highyon Assets covenanted among other things, that it would not, without prior written consent of RBC, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights (the “**Charge Covenant**”).

13. The Loan Agreement provides, among other things that:

- (a) the failure to abide by any of the covenants, including the Charge Covenant, will constitute an event of default under the Loan Agreement; and
- (b) upon an event of default, RBC may, at its sole discretion, cancel any facilities under the Loan Agreement, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with

respect to any term facility, and to realize on all or any portion of any security.

14. By written guarantee and postponement of claim on RBC's standard Form 812 dated June 14, 2018, Highyon Realty guaranteed payment to RBC of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Highyon Assets to RBC, limited to the principal sum of \$900,000 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment (the **"Highyon Realty Guarantee"**).

15. By written guarantee and postponement of claim on RBC's standard Form 812 dated June 14, 2018, Roger and Shuyan guaranteed payment to RBC of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Highyon Assets to RBC, limited to the principal sum of \$900,000 together with interest from the date of demand at a rate equal to RBC's prime interest rate per annum in effect from time to time plus 5.00%, both before and after judgment (the **"Pu and Xu Guarantee"**).

16. The Highyon Realty Guarantee and Pu and Xu Guarantee are collectively referred to as the **"Highyon Assets Guarantees"**.

17. The Highyon Assets Guarantees provide that:

- (a) Highyon Realty and Roger and Shuyan, as guarantors, waive any right to require RBC to first exhaust its recourse against Highyon Assets or any securities held by RBC;
- (b) Highyon Realty and Roger and Shuyan's liability to make payment under the Highyon Assets Guarantees arise on receiving a demand for payment from RBC;
- (c) Highyon Realty and Roger and Shuyan will pay all of RBC's legal costs on a solicitor and own client basis incurred by or on behalf of RBC as a result of any action instituted on the basis of the Highyon Assets Guarantees; and
- (d) The Highyon Assets Guarantees cover all liabilities and shall apply to secure any ultimate balance due or remaining unpaid to RBC.

The Demands

18. A title search on the Property was conducted in or about May 2020 which revealed the following:

- (a) the Mortgage in favour of RBC, as described in paragraph 12(b) above;
- (b) a mortgage in the amount of \$150,000 made between Highyon Assets, as mortgagor, and Margaret Hui, as mortgagee, registered on title to the Property as instrument YR2904645 on December 3, 2018; and

- (c) a mortgage in the amount of \$200,000 made between Highyon Assets, as mortgagor, and Roger Lam, as mortgagee, registered on title to the Property as instrument YR3052188 on January 2, 2020.

19. Highyon Assets breached the Loan Agreement and in particular, the Charge Covenant, by granting the charges described in paragraphs 19(b) and (c) above without the authorization or consent of RBC. As a result of this breach, the accounts of Highyon Assets were transferred to RBC's Special Loans and Advisory Services Group in or about July 2020.

20. By letter dated June 16, 2020, RBC informed Highyon Assets that it was in breach of the Charge Covenant and required that Highyon Assets remedy the breach by no later than June 30, 2020. Highyon Assets failed to remedy the breach.

21. On or about July 13, 2020, RBC conducted a further title search on the Property which revealed an additional mortgage in the amount of \$2,800,000 made between Highyon Assets, as mortgagor, and Guohui Liang, as mortgagee, registered on title to the Property as instrument YR3117703 on July 10, 2020.

22. By way of demand letter sent on July 14, 2020, RBC made demand on Highyon Assets for repayment of indebtedness owed to RBC. The demand letter provides as follows:

Pursuant to the terms of the Loan Agreement, the Company covenanted that, among other things, it would not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other

encumbrance affecting any of its properties, assets or other rights (the “**Charge Covenant**”). The Bank informed the Company by letter dated June 16, 2020, that the Company is in breach of the Charge Covenant and required that the Company remedy such breach by no later than June 30, 2020. The Company has failed to remedy its breach of the Charge Covenant and, as result, the Bank is hereby demanding payment of the outstanding indebtedness owing by the Company to the Bank.

We have been informed by the Bank that, as at July 13, 2020, the Company is indebted to it in the following amounts:

1. in respect of a fixed rate term loan (non-revolving Loan No. 07512-290406-001), in the amount of \$859,168.81, comprising principal in the amount of \$768,316.98, a breakage fee in the amount of \$88,442.68 and accrued interest to and including July 13, 2020 in the amount of \$2,409.15. Interest continues to accrue on the aforesaid principal amount at the rate of 5.45% per annum. The *per diem* amount on the aforesaid principal amount is \$114.72;
 2. in respect of a revolving demand facility (Loan No. 07512-29040616-003), in the amount of \$62,243.22, comprising principal in the amount of \$62,000 and accrued interest to and including July 13, 2020, in the amount of \$243.22. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate of interest plus 6.41% per annum. The *per diem* amount on the aforesaid principal amount, given the Bank's current prime rate, is \$15.05; and
 3. in respect of Visa account number 4514 xxxx xxxx 9010 in the amount of \$50.00 as at July 13, 2020. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.
23. As part of the demand letter, RBC also gave notice of its intentions to enforce its security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.
24. By way of demand letter dated July 14, 2020, RBC made demand on Highyon Realty, Roger and Shuyan in accordance with the Highyon Assets Guarantees.

25. The demands expired on July 24, 2020 and Highyon Assets, Highyon Realty, Roger and Shuyan have failed to repay in full the indebtedness owing to RBC pursuant to the terms of the Loan Agreement, Security and Highyon Assets Guarantees delivered to RBC, as applicable.

26. The amount outstanding and owing by Highyon Assets to RBC as at October 2, 2020 is as follows:

Term Loan	\$853,768.64
LOC	\$71,068.94
Visa Facility	\$0.00

Relief Sought

27. RBC has provided the defendants with more than sufficient time to repay the indebtedness and comply with their obligations under the Loan Agreement and Security. The defendants have been unable to fulfil their obligations to RBC.

28. The appointment of a receiver is provided for in the Security.

29. RBC specifically pleads and relies upon the terms of the Loan Agreement, Highyon Assets Guarantees, and the Security.

30. At the time of pleading, the indebtedness remains outstanding by the defendants.

31. RBC therefore pleads that the defendants are liable to it for the relief sought herein.

October 5, 2020

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

Rachel Moses (LSO#42081V)
rmoses@mindengross.com
Tel: 416-369-4115
Fax: 416-864-9223

Lawyers for the Plaintiff

#4292820 | 4119619

B E T W E E N

ROYAL BANK OF CANADA
Plaintiff

-and-

HIGHYON ASSETS CORP., et al.
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

STATEMENT OF CLAIM

MINDEN GROSS LLP

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

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Lawyers for the Plaintiff

B E T W E E N

ROYAL BANK OF CANADA
Plaintiff

-and-

HIGHYON ASSETS CORP., et al.
Defendants

Court File No. CV-20-00648781-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

MOTION RECORD
(Returnable on March 23, 2022
Motion for an Order dispensing with service)

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

Rachel Moses (LSO# 42081V)
rmoses@mindengross.com
Tel: 416-369-4115

Lawyers for the Plaintiff, Royal Bank of Canada
(File No. 4119619)

DOCS1-#5158511-v1-Motion_Record_Plaintiff_18-March-22

Final Audit Report

2022-03-18

Created:	2022-03-18
By:	Trish OHearn (TOhearn@mindengross.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWcwq85dvBjv2XZ1YL86NbI7J67FcVHXY

"DOCS1-#5158511-v1-Motion_Record_Plaintiff_18-March-22" History



Document created by Trish OHearn (TOhearn@mindengross.com)

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Document emailed to Rachel Moses (rmoses@mindengross.com) for signature

2022-03-18 - 3:23:01 PM GMT



Email viewed by Rachel Moses (rmoses@mindengross.com)

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Document e-signed by Rachel Moses (rmoses@mindengross.com)

Signature Date: 2022-03-18 - 3:42:25 PM GMT - Time Source: server



Agreement completed.

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Adobe Sign