

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

PEAKHILL CAPITAL INC.

Applicant

- and -

1000093910 ONTARIO INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, C.B-3, AS AMENDED AND SECTION 101 OF
THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

RESPONDING MOTION RECORD OF 20 REGINA JV LTD

Date: June 6, 2024

Tan, He & Co. LLP
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TO: ATTACHED SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

PEAKHILL CAPITAL INC.

Applicant

- and -

1000093910 ONTARIO INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION
101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**Service List
(as at May 13, 2024)**

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**RESPONDING MOTION RECORD OF 20 REGINA JV LTD
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TAB 1

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**AFFIDAVIT OF JOHNSON CHING FUNG YU
(SWORN JUNE 5, 2024)**

Overview

1. I am a director and officer of 20 Regina JV Ltd. (“**20 Regina JV**”), a corporation organized under the law of Ontario. As such, I have personal knowledge of the facts set out in my affidavit, except where I say they are based on information and belief.
2. In this motion, 20 Regina JV requests the sale proceeds of the property located at 20 Regina Rd, Vaughan, L4L 8L6 (the “**Regina Property**”) not be distributed to the purported second mortgagee, Zaherali Visram (the “**Undisclosed Lender**”). Rather, any

proceeds that were proposed to be distributed to the Undisclosed Lender ought to be held by the Accountant of the Superior Court of Justice on account of the proceeding before this Honourable Court with the Court File No. CV-23-00003825-0000 (the “**20 Regina JV Action**”) pending its resolution.

3. 20 Regina JV was a 50% equitable owner of the Regina Property before its sale.
4. In the 20 Regina JV Action, 20 Regina JV claims that the Respondent, 1000093910 Ontario Inc., which is the owner of the Regina Property (the “**Owner Corporation**”) and its owners and directors, Ravi Aurora, Nick Aurora and Akash Aurora (collectively, the “**Regina Directors**”) conspired with the Undisclosed Lender in hiding the loan purportedly provided by the Undisclosed Lender to the Regina Directors (the “**Undisclosed Loan**”), in an effort to intentionally cause damages to 20 Regina JV.
5. Because of the Receivership Order dated September 13, 2023 in this Receivership Application, 20 Regina JV could not add the Owner Corporation into the 20 Regina JV Action and could not commence an injunction in the 20 Regina JV Action with respect to the Undisclosed Loan. That is the reason why 20 Regina JV is seeking relief freezing the payout to the Undisclosed Lender in the course of this Receivership Proceeding and this Motion.
6. The current evidence showed a *prima facie* scheme perpetrated by the Undisclosed Lender and the Owner Corporation that is designed to harm 20 Regina JV. 20 Regina JV and the Owner Corporation had previously reached an agreement to each contribute approximately \$3.5 million of their own funds to jointly purchase the Regina Property.

However, instead of using its own funds, the Owner Corporation appears to have borrowed the Undisclosed Loan for a principal amount of \$4,000,000 from the Undisclosed Lender and paid its contribution to purchase the Regina Property.

7. The transaction is particularly suspicious because the Undisclosed Lender acted against its own interest and common sense in not securing the Undisclosed Loan against title to the Regina Property for over 15 months after the purported advancement. On April 26, 2023, 20 Regina JV registered a caution against the Regina Property to protect its interest. *On the first business day* after the deletion of the caution, the Undisclosed Lender rushed to register the Undisclosed Loan as a charge against the Regina Property. The only reasonable inference is that the Undisclosed Lender was working with the Owner Corporation to hide the Undisclosed Loan from 20 Regina JV. It also raised doubt as to the validity of the Undisclosed Loan, as to the validity of the charge registered by the Undisclosed Lender 15 months after the alleged advance under the Undisclosed Loan, and as to the right to register this charge against the registry of the Regina Property.

8. In addition, the registration of the Undisclosed Loan happened less than one month before this Receivership Application was brought. At that time, the Owner Corporation appeared to have been insolvent as it had already defaulted under the first mortgage against 20 Regina JV, which resulted in this Receivership Application. The registration of the Undisclosed Loan appears to be a fraudulent preference in which the Owner Corporation preferred the Undisclosed Lender over and above other creditors.

9. The Regina Property is the only asset of the Owner Corporation. If the remainder of the sale proceeds were to be paid to the Undisclosed Lender, the Owner Corporation

would have no assets to enforce any judgment in the 20 Regina JV Action. As a result, 20 Regina JV would likely lose all of its investment in the amount of \$3,464,989.03.

The Relevant Parties

10. 20 Regina JV is a corporation organized under the law of Ontario. Attached hereto and marked as **Exhibit “A”** is a copy of the corporate profile report of 20 Regina JV.

11. The Undisclosed Lender, Zaherali Visram, is a resident of Toronto, Ontario. The Undisclosed Lender is the purported lender of the Undisclosed Loan.

12. The Owner Corporation, 1000093910 Ontario Inc., is a corporation organized under the law of Ontario. Attached hereto and marked as **Exhibit “B”** is a copy of the corporate profile report of Owner Corporation.

13. In the 20 Regina JV Action, 20 Regina JV is suing the Undisclosed Lender, Ravi Aurora, Nick Aurora and Akash Aurora (collectively, the **Regina Directors**), and Aurora Holdings Ontario Inc. (“**Aurora Inc.**”). The Regina Directors used Aurora Inc. as the vehicle for making their purported 50% investment in the Owner Corporation and the Regina Property. Attached hereto and marked as **Exhibit “C”** is a copy of the Statement of Claim in the 20 Regina JV Action.

14. Attached hereto and marked as **Exhibit “D”** is a copy of the corporate profile report of Aurora Inc.

15. The Regina Directors are the directors, shareholders and controlling minds of the Owner Corporation and Aurora Inc. They are siblings of each other.

Background

16. In early 2022, I was introduced to the Regina Directors through a common friend, Angie. The Regina Directors invited me to make investments in a commercial property. The investments did not go through.

17. During the process, the Regina Directors advised me that they owned many commercial real properties and had a family net worth of hundreds of millions of dollars. They also told me that because they owned many commercial properties, they were able to obtain preferable mortgages (including preferable interest rates, terms, and amounts) for future investments. They invited me to keep a “long-term relationship” with them.

18. Toward the end of April 2022, the Regina Directors found me and told me that they were going to close a purchase of a factory building very soon and invited me to make an investment of approximately \$3.5 million in a few days in exchange for 50% interest in the investment. In order to persuade me into making the investment, the Regina Directors represented:

- (a) they would make an equal contribution of approximately \$3.5 million into the investment using their own funds;
- (b) they have made arrangements to obtain a first mortgage for \$19,000,000 at a very preferable rate;

(c) they would replace the first mortgage with a more favourable rate mortgage from the Business Development Bank of Canada (“**BDC**”) in a few months;

(d) they would lease the building out, and the rent would be self-sustaining;

(e) *if 20 Regina JV is not completely satisfied with the investment, it may terminate the investment at any time and receive its investment back, together with interest at eight (8) percent per annum commencing the date of the investment.*
[emphasis added]

(the “**Aurora Representations**”)

19. Attached hereto and marked as **Exhibit “E”** is a copy of the picture of the whiteboard that the Regina Directors wrote during our meeting. Relying upon the Aurora Representations, 20 Regina JV decided to make the investment.

20. At the end of April 2022, the Plaintiff, Aurora Inc. and 1000093910 Ontario Inc. (the “**Owner Corporation**”) entered into a co-ownership arrangement, pursuant to which:

(a) the Owner Corporation would purchase the property legally described PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN, with PIN No. 03221-0039 and municipal address of 20 Regina Rd, Vaughan, L4L 8L6 (i.e., the **Regina Property**) and assume the title to the Regina Property upon completion of the purchase;

(b) 20 Regina JV and Aurora Inc. would each acquire 50% of the shares in the Owner Corporation and a 50% beneficial ownership interest in the Regina Property by each making a capital contribution of \$3,464,989.03 (the “**Contribution**”); and

(c) 20 Regina JV and Aurora Inc. would negotiate and execute a Co-Ownership Agreement and/or a Shareholder Agreement within a reasonable period of time.

(the “**Co-Ownership Agreement**”)

21. Pursuant to the Co-Ownership Agreement, 20 Regina JV acquired 50% interest in the joint investment in the Regina Property. 20 Regina JV also became a 50% equitable owner in the Regina Property.

22. On April 25, 2022, May 9, 2022, and May 16, 2022, I duly instructed 20 Regina JV to pay its contribution in the aggregated amount of \$3,464,989.03 by way of three payments in the amounts of \$3,000,000 (paid to the trust account of the legal Counsel for the Owner Corporation by wire transfer), \$300,000 (paid to Aurora Inc. by bank draft) and \$164,989.03 (paid to Aurora Inc. by cheque), respectively.

Deceit and the Undisclosed Loan

23. Throughout the negotiation of the Co-Ownership Agreement, the Regina Directors repeatedly confirmed that they would invest their *own* capital into Aurora Inc. Neither 20 Regina JV nor I was advised nor led to believe that the Regina Directors would use

borrowed money to fund Aurora Inc.'s share of the capital contribution. Further, I never agreed that the Regina Directors could use the Regina Property itself as security for the Undisclosed Loan. Had I known that the Regina Directors intended to borrow their capital contribution and then encumber the Regina Property to secure that borrowing, I would not have participated in this transaction at all.

24. For the purchase of the Regina Property, I learned that Aurora Inc. arranged for a first mortgage from Peakhill Capital Inc. (the "**First Lender**") registered against the Regina Property in the principal amount of \$19,000,000 (the "**First Mortgage**") with an interest rate of the RBC prime interest rate plus 3.5% per annum for a term of one year.

25. However, without any notice or disclosure to 20 Regina JV or to me, the Regina Directors secured another purported secured loan from the Undisclosed Lender (i.e., the **Undisclosed Loan**) to pay for their share of the investment to the Owner Corporation. I did not learn about the Undisclosed Loan until after its registration on the title of the Regina Property on August 8, 2023.

26. The Undisclosed Loan is a loan purportedly secured against all of the existing and future assets owned by the Owner Corporation, including the Regina Property. Attached hereto and marked as **Exhibit "F"** is a copy of the Postponement and Subordination agreement for the Undisclosed Loan that was included in the material of this Receivership Proceeding. I had never seen this document until I received a copy from my Counsel during the course of this Receivership Proceeding.

27. 20 Regina JV would have never made any investment in the Owner Corporation and the Regina Property had I known any of the following:

- (a) the Regina Directors did not make any investment in the Owner Corporation and the Regina Property with their own funds;
- (b) the Regina Directors borrowed funds, under the credit of the Owner Corporation, to pay for their shares in the investment in the Owner Corporation and the Regina Property; and
- (c) the Undisclosed Loan would be secured against the Regina Property.

28. After May 1, 2022, the Regina Directors prepared a draft Shareholders' Agreement for the Owner Corporation and a Co-Owners Agreement regarding the 20 Regina Property. Our solicitor reviewed the draft agreement and proposed some revisions, together with a draft co-ownership agreement which stipulates that the Plaintiff is a co-owner of the Regina Property. However, after that, the Regina Directors started a never-ending delay tactic to postpone the preparation and execution of the Co-Ownership Agreement, Shareholder Agreement and related agreements regarding the Joint Investment.

29. In or around February 2023, seeing no hope of getting the Regina Directors to sign the documents regarding the joint investment, 20 Regina JV proposed a "business divorce" with respect to the Owner Corporation and the Regina Property by which Aurora Inc. shall buyout 20 Regina JV's 50% beneficial interest in the Owner Corporation and the Regina

Property by returning the contribution plus interest at 8% per annum from April 2022, in accordance with the Aurora Representations (“**Buyout Arrangement**”).

30. On April 26, 2023, in order to preserve our interest in the Regina Property, 20 Regina JV registered a caution against the Regina Property with Instrument No. YR3544746 (the “**Caution**”). Attached hereto and marked as **Exhibit “G”** is a copy of the Caution.

31. Around the same time, Counsel for the parties agreed to the Buyout Arrangement. Counsel for the Regina Directors also expressly advised 20 Regina JV that “the Auroras do not dispute that JV Ltd has a 50% interest in the Joint Venture”. Attached hereto and marked as **Exhibit “H”** is a copy of the correspondence between the Counsel for the Plaintiff and the Counsel for the Regina Directors between April 25, 2023 and April 28, 2023.

32. Believing that the Regina Directors would buy out 20 Regina JV, we did not apply for a certificate of pending litigation. The Caution was deleted by the Land Registry Office on August 4, 2024. Attached hereto and marked as **Exhibit “I”** is a copy of the land registry of the Regina Property.

33. After the deletion of the Caution, the Defendants continued their endless delay tactics. Despite numerous correspondence from our solicitor to counsel for the Defendants, the Defendants made no effort to finalize and execute the agreement.

34. When we decided to bring a motion for a certificate of pending litigation against the Regina Property, we surprisingly found that the Owner Corporation and the Undisclosed Lender registered the Undisclosed Loan against title to the Regina Property *on the first business day after the discharge of our Caution* (i.e., August 8, 2023). As a note, August 4, 2023 (the date on which the Caution was deleted) is a Friday and August 5-7, 2023 is the Civic Day long weekend in Ontario. Attached hereto and marked as **Exhibit “J”** is a copy of the registration of the Undisclosed Loan.

35. The registration of the Undisclosed Loan is signed by Counsel for the Owner Corporation, indicating that the registration is an orchestrated effort of both the Owner Corporation and the Undisclosed Lender and not the unilateral action of the Undisclosed Lender. This signals a covin between the Owner Corporation and the Undisclosed Lender in which they acted together to injure or cause damage to me and to 20 Regina JV.

36. On September 18, 2023, without any notice or disclosure to 20 Regina JV and me, the Undisclosed Lender registered a Notice against the land registry of the Regina Property, purporting to increase the principal balance owing under the Undisclosed Loan from \$4,000,000.00 to \$8,000,000.00 (the “**Undisclosed Notice**”). Attached hereto and marked as **Exhibit “K”** is a copy of the registration of the Undisclosed Notice.

37. Despite the fact that counsel for the parties were in active discussion regarding the Buyout Arrangement, between May 2023 and October 2023, neither the Owner Corporation nor the Regina Directors made any disclosure to the Plaintiff regarding (1) the registration of a charge against title to the Regina Property to secure the Undisclosed

Loan; (2) the purported increase of the principal amount on the Undisclosed Loan; and (3) this Receivership Application.

38. According to the report of the Receiver dated May 31, 2024 in this Receivership Application, the Receiver “does not expect to have sufficient proceeds to repay Zaherali Visram in full”, and it is apparent that the Owner Corporation would not receive anything upon the distribution of the sale proceeds of the Regina Property. Therefore, 20 Regina JV would likely lose its entire Investment Amount (i.e., \$3,464,989.03) and suffer substantial losses without an order to preserve the payment to the Undisclosed Lender under the Undisclosed Loan.

39. Attached hereto and marked as **Exhibit “L”** is a copy of the Receivership Order in this Receivership Proceeding. According to the Order, 20 Regina JV could not add the Owner Corporation into the 20 Regina JV Action and could not commence an injunction in the 20 Regina JV Action with respect to the Undisclosed Loan. That is the reason why 20 Regina JV is seeking relief freezing the payout to the Undisclosed Lender in the course of this Receivership Proceeding and this Motion.

SWORN BEFORE ME by video conference)
By Johnson Ching Fung Yu, of the City of)
Richmond Hill, in the Province of Ontario,)
before me at the City of Toronto, in the)
Province of Ontario on June 5, 2024,)
in accordance with O. Reg. 431/20,)
Administering Oath or Declaration Remotely)



A Commissioner for Taking Affidavits
Ran He (LSO #72243P)



JOHNSON CHING FUNG YU

20 REGINA JV LTD.
Plaintiff

v.

AURORA HOLDINGS ONTARIO INC.. *et al.*
Defendants

Court File No. CV-23-00003825-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT MILTON

AFFIDAVIT OF JOHNSON CHING FUNG YU

(SWORN JUNE 5, 2024)

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Dr. Ran He (LSO #72243P)
rhe@thcllp.com

Tel: 647-792-7798
Fax: 647-560-6547
Lawyers for the Plaintiff

This is Exhibit "A" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

Ministry of Public and
Business Service Delivery

Profile Report

20 REGINA JV LTD. as of November 26, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	20 REGINA JV LTD.
Ontario Corporation Number (OCN)	1000182465
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 21, 2022
Registered or Head Office Address	550 Highway 7 East, Suite 102, Richmond Hill, Ontario, Canada, L4B 3Z4

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	JOHNSON CHING FUNG YU
Address for Service	550 Highway 7 E, Unit 335, Richmond Hill, Ontario, Canada, L4B 3Z4
Resident Canadian	Yes
Date Began	April 21, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name JOHNSON CHING FUNG YU
Position President
Address for Service 550 Highway 7 E, Unit 335, Richmond Hill, Ontario, Canada,
L4B 3Z4
Date Began April 21, 2022

Name JOHNSON CHING FUNG YU
Position Treasurer
Address for Service 550 Highway 7 E, Unit 335, Richmond Hill, Ontario, Canada,
L4B 3Z4
Date Began April 21, 2022

Name JOHNSON CHING FUNG YU
Position Secretary
Address for Service 550 Highway 7 E, Unit 335, Richmond Hill, Ontario, Canada,
L4B 3Z4
Date Began April 21, 2022

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Corporate Name History

Name

20 REGINA JV LTD.

Effective Date

May 24, 2022

Previous Name

1000182465 ONTARIO LTD.

Effective Date

April 21, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Expired or Cancelled Business Names

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: JOHNSON CHING FUNG YU	September 12, 2023
BCA - Articles of Amendment	May 24, 2022
CIA - Initial Return PAF: Johnson YU	May 20, 2022
BCA - Articles of Incorporation	April 21, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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This is Exhibit "B" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

Ministry of Public and
Business Service Delivery

Profile Report

1000093910 ONTARIO INC. as of November 21, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1000093910 ONTARIO INC.
Ontario Corporation Number (OCN)	1000093910
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	January 25, 2022
Registered or Head Office Address	20 Caldari Road, Concord, Ontario, Canada, L4K 4N8

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Active Director(s)**Minimum Number of Directors**
Maximum Number of Directors1
10**Name**

RAVI AURORA

Address for Service

20 Caldari Road, Concord, Ontario, Canada, L4K 4N8

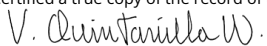
Resident Canadian

Yes

Date Began

January 25, 2022

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Active Officer(s)

Name	RAVI AURORA
Position	President
Address for Service	20 Caldari Road, Concord, Ontario, Canada, L4K 4N8
Date Began	January 25, 2022

Name	RAVI AURORA
Position	Secretary
Address for Service	20 Caldari Road, Concord, Ontario, Canada, L4K 4N8
Date Began	January 25, 2022

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Corporate Name History

Name

1000093910 ONTARIO INC.

Effective Date

January 25, 2022

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Document List

Filing Name	Effective Date
CIA - Initial Return PAF: Ravi AURORA	April 12, 2022
BCA - Articles of Incorporation	January 25, 2022

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This is Exhibit "C" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

20 REGINA JV LTD.

Plaintiff

- and -

**AURORA HOLDINGS ONTARIO INC., RAVI AURORA, NICK AURORA,
AKASH AURORA and ZAHERALI VISRAM**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. 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 Plaintiffs' lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, 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: December 8, 2023

Issued by _____
Registrar

Address of court office:
491 Steeles Ave E.
Milton, Ontario L9T 1Y7

TO: AURORA HOLDINGS ONTARIO INC.
61 Beckenridge Drive
Markham, Ontario
L3S 2V3

Defendant

AND TO: RAVI AURORA
20 Caldari Road
Concord, Ontario
L4K 4N8

Defendant

AND TO: NICK AURORA
20 Caldari Road
Concord, Ontario
L4K 4N8

Defendant

AND TO: AKASH AURORA
61 Beckenridge Drive
Markham, Ontario
L3S 2V3

Defendant

RMR-041
- 3 -

AND TO: ZAHERALI VISRAM

7 Laredo Court
Toronto, Ontario
M2M 4H7

Defendant

CLAIM

1. The Plaintiff claims:

(a) a declaration that the Defendants, Ravi Aurora, Nick Aurora and Akash Aurora (collectively, the “**Individual Defendants**”), Aurora Holdings Ontario Inc. (“**Aurora Inc.**”, and collectively with the Individual Defendant, the “**Aurora Defendants**”), committed fraud against the Plaintiff in inducing the Plaintiff to make an investment in 1000093910 Ontario Inc. (the “**Owner Corporation**”) and property legally described PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN, with PIN No. 03221-0039 and municipal address of 20 Regina Rd, Vaughan, L4L 8L6 (the “**Regina Property**”)in the amount of \$3,464,989.03 (the “**Investment Amount**”);

(b) a declaration that the Aurora Defendants made fraudulent and material misrepresentations to the Plaintiff in inducing the Plaintiff to make an investment in the Owner Corporation and the Regina Property for the Investment Amount (i.e., \$3,464,989.03);

(c) an order directing and requiring the Aurora Defendants, jointly and severally, to pay to the Plaintiff damages in the amount of \$3,464,989.03;

(d) an order for accounting and disgorgement of all benefits and profits received by the Aurora Defendants in respect of the Investment Amount;

(e) an interim and interlocutory injunction in the nature of a *Mareva* Injunction restraining the Aurora Defendants from depleting, disposing of,

transferring, or encumbering any monetary funds property under the control of the Defendants, an order requiring the preservation and safekeeping of all such monetary funds or property, and a direction that such an order be registered on title to any property under the control of the Defendants pending a trial of this action;

(f) an order requiring the Aurora Defendants, within 10 days of any Order, to produce to the Plaintiff, all documents, records, accounts, in whatever form, evidencing any transactions or negotiations that have taken place since 2022 to date, including but not limited to;

(1) financial records, including financial statements and banking records (including bank statements, transaction summaries, deposit and withdrawal records and cancelled cheques) of any bank account that the Aurora Defendants have power, possession, control or signing authority for;

(2) An order requiring the Defendants to provide a list of all bank and investment accounts (including bank accounts and investment accounts that have been closed) presently or previously owned or controlled in whole or in part by the Aurora Defendants, including any bank or investment account

(g) an order in the nature of a *Norwich* Order against all major banks in Canada to forthwith freeze and prevent any removal or transfer of monies or assets of the Aurora Defendants held in any account or on credit on behalf of the

Aurora Defendants and to forthwith disclose and deliver up bank statements for the period of January 1, 2022 to the date of any such order on deposit accounts, credit facilities, investment products whether held jointly with another person, safe deposit box information and records of transfers into and out of the Aurora Defendants' accounts including the location and account numbers into which such transfers have been made, if know, as well as the existence, nature, value and location of any monies or assets or credit, wherever situated, held on behalf of the Aurora Defendants by the banks;

(h) a declaration that any judgment against the Aurora Defendants survives any bankruptcy or insolvency filing under section 178(1)(e) of the *Bankruptcy and Insolvency Act*, RSC , 1985, c. B-3;

(i) a declaration that the purported loan provided by Zaherali Visram (the “**Undisclosed Lender**”) to the Owner Corporation, purportedly registered against the land registry of Regina Property as a charge with the Instrument No. YR3582894 (the “**Undisclosed Mortgage**”), is subordinate to the Plaintiff's interest in the Regina Property;

(j) a declaration that the Notice regarding the Undisclosed Mortgage, purportedly registered against the land registry of the Regina Property as Instrument No. YR3598469, and any subsequent registration of the Undisclosed Mortgage against the land registry of the Regina Property, are subordinate to the Plaintiff's interest in the Regina Property;

- (k) a declaration that the Undisclosed Lender and the Aurora Defendants co-conspired for the purpose of depleting the equity and the Plaintiff's interest in the Regina Property;
- (l) an interim and interlocutory injunction against the Undisclosed Lender to pay any purported payment for the Undisclosed Mortgage into the Court until the final disposition of this Action;
- (m) pre-judgment and post-judgment interest at 8 percent per annum, as against the Aurora Defendants, starting April 25, 2022;
- (n) in the alternative to (t), pre-judgment and post-judgment interest pursuant to sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as against the Aurora Defendants, starting April 25, 2022;
- (o) costs of this Action on a substantial indemnity basis, together with post-judgment interest pursuant to section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and HST thereon, as against the Aurora Defendants;
- (p) costs of this Action on a substantial indemnity basis, together with post-judgment interest pursuant to section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 and HST thereon, as against the Undisclosed Lender, if any relief sought by the Plaintiff in this action is opposed by the Undisclosed Lender;
- (q) such further and other relief as to this Honourable Court may seem just.

The Parties and Relevant Individuals

2. The Plaintiff, 20 Regina JV Ltd., is a corporation organized under the law of Ontario.
3. Johnson Ching Fung Yu (“**Johnson**”) is a director and officer of the Plaintiff.
4. The Defendants, Aurora Holdings Ontario Inc. (i.e., **Aurora Inc.**), is a corporation organized under the law of Ontario.
5. The Defendants, Ravi Aurora, Nick Aurora and Akash Aurora (i.e., the **Individual Defendants**), are the directors, shareholders and controlling minds of the Owner Corporation and Aurora Inc. The Individual Defendants are siblings.
6. The Defendant, Zaherali Visram (i.e., the **Undisclosed Lender**), is a resident of Toronto, Ontario. The Undisclosed Lender is the purported lender of the Undisclosed Mortgage.
7. 1000093910 Ontario Inc. (i.e., the **Owner Corporation**), is a corporation organized under the law of Ontario. At all material times, the Owner Corporation is the registered owner of the Regina Property.
8. Peakhill Capital Inc. (the “**First Lender**”) is a corporation organized under the law of Ontario. It is the lender of the first mortgage charged against the Regina Property with the Instrument No. YR3416767 (the “**First Mortgage**”).

9. KSV Restructuring Inc. (“KSV”) is a corporation organized under the law of Ontario. It is the receiver appointed by the Court for the purpose of managing and selling the Regina Property after the Owner Corporation defaulted on the First Mortgage.

Background

10. In early 2022, Johnson was introduced to the Individual Defendants through a common friend, Angie.

11. The Individual Defendants invited Johnson to make investments in a commercial property, which did not go through.

12. During the process, the Individual Defendants advised Johnson that they owned many commercial real properties and had a family net worth of hundreds of millions of dollars or billions. They also told Johnson that because they owned many commercial properties, they were able to obtain preferable mortgages (including preferable interest rates, terms, and amounts) for future investments. They invited Johnson to keep a “long-term relationship” with them.

13. Toward the end of April 2022, the Individual Defendants found Johnson and told him that they were going to close a purchase of a factory building very soon and invited Johnson to make an investment of approximately \$3.5 million in few days in exchange for 50% interest in the investment. In order to persuade Johnson into making the investment, the Individual Defendants represented:

- (a) they would make an equal contribution of approximately \$3.5 million into the investment using their funds;
- (b) they have made arrangements to obtain a first mortgage for \$19,000,000 at a very preferable rate;
- (c) they would replace the first mortgage with a mortgage with better rate from the Business Development Bank of Canada (“**BDC**”) in a few months;
- (d) they would lease the building out, and the rent would be self-sustaining;
- (e) if Johnson’s company is not completely satisfied with the investment, it may terminate the investment at any time and receive their investment back, together with interest at eight (8) percent per annum commencing the date of the investment.

(the “**Aurora Representations**”)

14. In order to show their “good faith”, the Individual Defendants provided Johnson with a draft promissory for the amount of the proposed investment.

15. Relying upon the Aurora Representations, the Plaintiff corporation decided to make the investment.

16. At the end of April 2022, the Plaintiff, Aurora Inc. and the Owner Corporation entered into a co-ownership arrangement, pursuant to which:

(a) the Owner Corporation would purchase the property legally described PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN, with PIN No. 03221-0039 and municipal address of 20 Regina Rd, Vaughan, L4L 8L6 (i.e., the **Regina Property**) and assume the title to the Regina Property upon completion of the purchase;

(b) the Plaintiff and Aurora Inc. would each acquire 50% shares in the Owner Corporation and a 50% beneficial ownership interest in the Regina Property by making a capital contribution of \$3,464,989.03 (the “**Contribution**”); and

(c) the Plaintiff and Aurora Inc. would negotiate and execute a Co-Ownership Agreement and/or a Shareholder Agreement within a reasonable period of time.

(the “**Co-Ownership Agreement**”)

17. Pursuant to the Co-Ownership Agreement, the Plaintiff acquires 50% interest in the joint investment in the Regina Property. It also becomes a 50% shareholder in the Owner Corporation and a 50% equitable and legal owner in the Regina Property.

18. On April 25, 2022, May 9, 2022 and May 16, 2022, the Plaintiff duly paid its Contribution in the aggregated amount of \$3,464,989.03 by way of three payments in the amounts of \$3,000,000 (paid to the trust account of the legal counsel for the Owner Corporation by wire transfer), \$300,000 (paid to Aurora Inc. by bank draft) and \$164,989.03 (paid to Aurora Inc. by cheque), respectively.

Fraud and Fraudulent Misrepresentation by the Aurora Defendants

19. Throughout the negotiation toward the Co-Ownership Agreement, the Aurora Defendants never advised the Plaintiff that they would use borrowed money to fund Aurora Inc.'s share of the Contribution. Rather, the Individual Aurora Defendants repeatedly confirmed that they would invest through Aurora Inc. with their own capital.

20. For the purchase of the Regina Property, Aurora Inc. arranged for a first mortgage from Peakhill Capital Inc. (i.e., "**First Lender**") against the Regina Property in the principal amount of \$19,000,000 (the "**First Mortgage**") with an interest rate of the RBC prime interest rate plus 3.5% per annum for a term of one year.

21. However, without any notice or disclosure to the Plaintiff, the Aurora Defendants did not make any investment into the Owner Corporation with their own money. Instead, before the closing of the purchase of the Regina Property, the Aurora Defendants secured another purported secured loan from the Undisclosed Lender (i.e., the **Undisclosed Mortgage**) to pay for their share of the investment to the Owner Corporation.

22. The Undisclosed Mortgage is a loan purportedly secured against all of the existing and future assets owned by the Owner Corporation, including the Regina Property.

23. The Plaintiff would have never made any investment in the Owner Corporation and the Regina Property had they known any of the following:

- (a) the Aurora Defendants did not make any investment in the Owner Corporation and the Regina Property with their own funds;
- (b) the Aurora Defendants borrowed funds, under the credit of the Owner Corporation, to pay for their shares in the investment in the Owner Corporation and the Regina Property; and
- (c) the Undisclosed Mortgage would be secured against the Regina Property.

24. Therefore, by investing nothing in the purchase of the Regina Property and obtaining the Undisclosed Mortgage without any notice or disclosure to the Plaintiff, the Aurora Defendants committed fraud and made fraudulent and material misrepresentations regarding the name and source of their initial investment in an attempt to induce the Plaintiff into the investment in the Owner Corporation and the Regina Property.

25. After May 1, 2022, the Aurora Defendants prepared a draft shareholder agreement for the Owner Corporation. Counsel for the Plaintiff reviewed the draft agreement and proposed some revisions, together with a draft formal co-ownership agreement which stipulates that the Plaintiff is a co-owner of the Regina Property. However, after that, the Aurora Defendants started a never-ending delay tactic to delay the preparation and execution of the Co-Ownership Agreement, Shareholder Agreement and related agreements regarding the Joint Investment.

26. At the same time, Aurora Inc. and Individual Aurora Defendants engaged in various acts that are oppressive or unfairly prejudicial to or that unfairly disregard the interests of the Plaintiff, including but not limited to:

- (a) the Owner Corporation leased the Regina Property to a cabinet manufacturer operated by the Individual Defendants, under which the tenant only pays the interest on the First Mortgage, utility, and the Real Property Taxes of the Regina Property (the “**Lease**”). The effective rent was significantly lower than the fair market rent, thus benefiting the Individual Defendants at the price of the Owner Corporation and the Plaintiff;
- (b) the Aurora Defendants refused to provide any documentation regarding the Lease to the Plaintiff, including but not limited to the Lease Agreement, rent payment record, payment of utility, etc.;
- (c) the Aurora Defendants never provided any corporate record of the Owner Corporation to the Plaintiff, including but not limited to financial statements, tax documents, bank statements and minutes book; and
- (d) around the end of 2022, contrary to their promise that the tenant would cover all the expenses relating to the Regina Premises, the Aurora Defendants started to ask the Plaintiff to make contributions to the payment of interest.

27. It turned out that the Aurora Defendants made no attempt to refinance the First Mortgage with a loan from BDC in accordance with their original promise. Rather,

when the interest rate on the First Mortgage raised sharply, they took no action to control the interest on the First Mortgage or to refinance it.

28. In or around February 2023, seeing no hope of getting the Aurora Defendants to sign the documents regarding the joint investment, the Plaintiff proposed a “business divorce” with respect to the Owner Corporation and the Regina Property by which Aurora Inc. shall buyout the Plaintiff’s 50% beneficial interest in the Owner Corporation and the Regina Property by returning the Contribution plus interest at 8% per annum from April, 2022, in accordance with the Aurora Representations (“**Buyout Arrangement**”). Counsel for parties agreed to the Buyout Arrangement. Counsel for the Aurora Defendants also expressly advised the Plaintiff that “the Auroras do not dispute that JV Ltd has a 50% interest in the Joint Venture”.

29. However, after counsel for the Plaintiff prepared the detailed agreement for the Buyout Arrangement, the Defendants continued their endless delay tactics and made no effort to finalize and execute the agreement, despite numerous correspondence from counsel for the Plaintiff to counsel for the Defendants. On November 3, 2023, counsel for the Plaintiff advised the Plaintiff that he “no longer act for Aurora Group or its principals”.

30. On or around April 30, 2023, the First Mortgage matured. The Plaintiff advised the Aurora Defendants that it has secured a lender for the renewal of the First Mortgage to avoid default or paying a higher interest rate. The Plaintiff also advised the Aurora Defendants that it secured a potential purchaser for the Regina Property. Both proposals were ignored by the Aurora Defendants.

31. Instead, the Aurora Defendants did nothing to renew or refinance the First Mortgage. Rather, the Owner Corporation signed a forbearance agreement with the First Lender on July 7, 2023. Under the forbearance agreement, the Owner Corporation agreed to an exorbitant interest of 16.7% (RBC Prime Rate plus 10%), despite the fact that the Plaintiff was able to secure a new First Mortgage with a lower interest rate (the “**Forbearance Agreement**”).

32. Upon the expiry of the Forbearance Agreement, the Aurora Defendants were unable to renew or refinance the First Mortgage. On August 23, 2023, the First Lender commenced an application against the Owner Corporation for the appointment of a receiver for the purpose of selling the Regina Property with the Court File No. CV-23-00004031-0000 (the “**Receivership Application**”).

33. The Receivership Application was unopposed by the Owner Corporation. On September 13, 2023, the Honourable Justice Lavine granted an order for the appointment of KSV as the receiver and manager over the Owner Corporation regarding all its properties, including the Regina Property (the “**Receivership Order**”). The Receivership Order was registered against the land registry of the Regina Property on October 11, 2023.

34. On August 8, 2023, without any notice or disclosure to the Plaintiff, the Undisclosed Lender registered the Undisclosed Mortgage against the land registry of the Regina Property for a principal amount of \$4,000,000.

35. On September 18, 2023, without any notice or disclosure to the Plaintiff, the Undisclosed Lender registered a Notice against the land registry of the Regina Property, increasing the Principal of the Undisclosed Mortgage from \$4,000,000.00 to \$8,000,000.00 (the “**Undisclosed Notice**”).

36. Despite the fact that counsel for the parties are in active discussion regarding the Buyout Arrangement, between May 2023 and October 2023, the Aurora Defendants made no disclosure to the Plaintiff regarding (1) the effort to renew or refinance the First Mortgage; (2) the Forbearance Agreement; (3) registration of the Undisclosed Mortgage; (4) increase of the principal amount on the Undisclosed Mortgage; and (5) the Receivership Application.

37. The Aurora Defendants’ concealment of these events is an outright and blatant infringement on the Plaintiff’s right as a shareholder of the Owner Corporation and a co-inventor and co-owner of the Regina Property.

38. As such, the Aurora Defendants committed further fraud and breached fiduciary duty, duty of care and trust to the Plaintiff for the concealment of (1) the Forbearance Agreement; (2) registration of the Undisclosed Mortgage; (3) increase of the principal amount on the Undisclosed Mortgage; and (4) the Receivership Application.

39. Because the Regina Property has been subject to a receivership proceeding and because the Undisclosed Lender increased the principal amount on the Undisclosed Mortgage to \$8,000,000, it is probable that any equity in the Regina Property would be fully depleted after the sale by KSV as court-appointed receiver and monitor.

40. Therefore, it is probable that the Plaintiff would lose its entire Investment Amount (i.e., \$3,464,989.03) as a result of the fraud, fraudulent and material misrepresentation, breach of fiduciary duty, breach of duty of care and breach of trust made by the Aurora Defendants. The Plaintiff is entitled to the recovery of the Investment Amount (i.e., \$3,464,989.03), as well as the promised return of 8% per annum from April 25, 2022, until the date of the Judgment.

41. As a result of the fraud, fraudulent misrepresentation, breach of fiduciary duty and breach of trust made by the Aurora Defendants, any damages awarded to the Plaintiffs survive any bankruptcy filings of the Aurora Defendants.

42. The Plaintiff pleads and requests an interim and permanent injunction restraining the Aurora Defendants from disposing of any of their assets, wherever located, to the extent of satisfying the potential Judgment of this Action because:

- (a) the Plaintiff has a strong *prima facie* case against the Aurora Defendants for fraud, fraudulent and material misrepresentation, breach of fiduciary duty, breach of duty of care and breach of trust;
- (b) the Plaintiff would suffer irreparable harm if the Aurora Defendants are allowed to dissipate their assets and become judgment-proof; and
- (c) balance of convenience favours perseverance of the Aurora Defendants' asset to the extent of satisfying the potential Judgment of this Action.

RELIEF AGAINST THE UNDISCLOSED LENDER

43. The Undisclosed Mortgage is a highly suspicious arrangement between the Aurora Defendants and the Undisclosed Lender for the following reasons:

- (a) despite being a purported secured interest against the Regina Property, the Undisclosed Lender did not register it against the Regina Property for over a year; and
- (b) the Undisclosed Notice is unreasonable and suspicious because it is unreasonable and unbelievable for the principal amount of the Undisclosed Mortgage to increase by 100% within approximately one year's time.

44. Therefore, the Plaintiff pleads that the Aurora Defendants and the Undisclosed Lender conspired with respect to the Undisclosed Mortgage and the Undisclosed Notice for the purpose of using them as vehicles to deplete the equity in the Regina Property and perpetrate the fraudulent scheme against the Plaintiff. As such, the Plaintiff request a declaration that the Undisclosed Mortgage and the Undisclosed Notice are subordinate to the Plaintiff's interest in the Regina Property.

45. In addition, by the time of the registration of the Undisclosed Mortgage and the Undisclosed Notice, respectively (i.e., August 8, 2023 and September 21, 2023, respectively), the Plaintiff has registered its claim for interest in the Regina Property by way of a caution on April 26, 2023. Therefore, the Undisclosed Lender already had the notice of the Plaintiff's interest in the Regina Property before the registration of the Undisclosed Loan and Undisclosed Notice against the land registry of the Regina

Property. Therefore, the Undisclosed Loan and the Undisclosed Notice are subordinate to the Plaintiff's interest in the Regina Property.

46. The damages of the Plaintiffs, not including interests and costs, exceed \$200,000.

47. The Plaintiffs propose that this Action be tried in the City of Milton.

Date: December 8, 2023

Tan, He & Co. LLP
100 Wellington Street West,
Suite 2130, PO Box 321
Toronto, ON M5K 1K7

Dr. Ran He (LSO #72243P)
rhe@thcllp.com

Tel: 647-792-7798
Fax: 647-560-6547
Lawyers for the Plaintiffs

20 REGINA JV LTD.
Plaintiff

v.

AURORA HOLDINGS ONTARIO INC.. *et al.*
Defendants

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT MILTON

STATEMENT OF CLAIM

Tan, He & Co. LLP
100 Wellington Street W,
Suite 2130, P.O. Box 321
Toronto, Ontario
M5K 1K7

Dr. Ran He (LSO #72243P)
rhe@thcllp.com

Tel: 647-792-7798
Fax: 647-560-6547
Lawyers for the Plaintiff

RMR-059

This is Exhibit “D” referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

Ministry of Public and
Business Service Delivery

Profile Report

AURORA HOLDINGS ONTARIO INC. as of November 21, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	AURORA HOLDINGS ONTARIO INC.
Ontario Corporation Number (OCN)	2476539
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 27, 2015
Registered or Head Office Address	61 Beckenridge Drive, Markham, Ontario, Canada, L3S 2V3

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

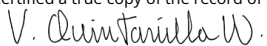
A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)**Minimum Number of Directors**
Maximum Number of Directors1
10**Name**
Address for Service
Resident Canadian
Date BeganAKASH AURORA
61 Beckenridge Drive, Markham, Ontario, Canada, L3S 2V3
Yes
July 27, 2015

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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Active Officer(s)

Name

Position

Address for Service

Date Began

AKASH AURORA

President

61 Beckenridge Drive, Markham, Ontario, Canada, L3S 2V3

July 27, 2015

Name

Position

Address for Service

Date Began

AKASH AURORA

Secretary

61 Beckenridge Drive, Markham, Ontario, Canada, L3S 2V3

July 27, 2015

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

AURORA HOLDINGS ONTARIO INC.

Effective Date

July 27, 2015

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Director/Registrar

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Active Business Names

Name

PINESTONE RESORT CONFERENCE CENTRE

Business Identification Number (BIN)

1000395031

Registration Date

December 21, 2022

Expiry Date

December 20, 2027

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: AKASH AURORA - DIRECTOR	May 16, 2017
BCA - Articles of Incorporation	July 27, 2015

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

This is Exhibit "E" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

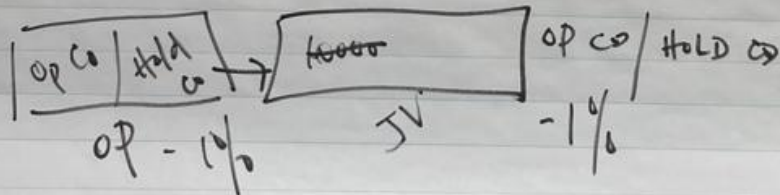
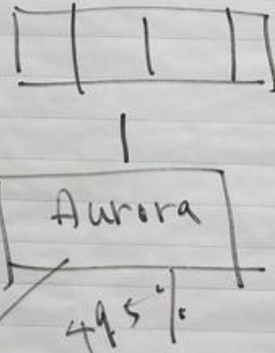
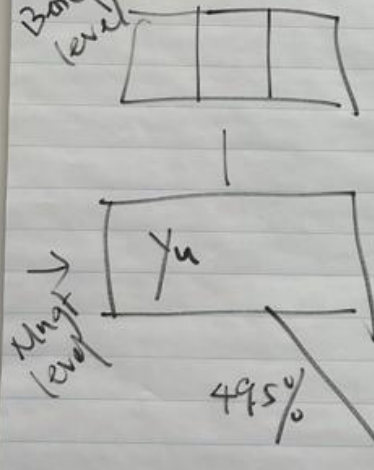
Promissory Note PG All 3. Bros.

\$ 3,000,000 -

15 BODAYS := WORK DATE Trigger 1
 → Potential and Maturity Dots.
 → Condition - Completion

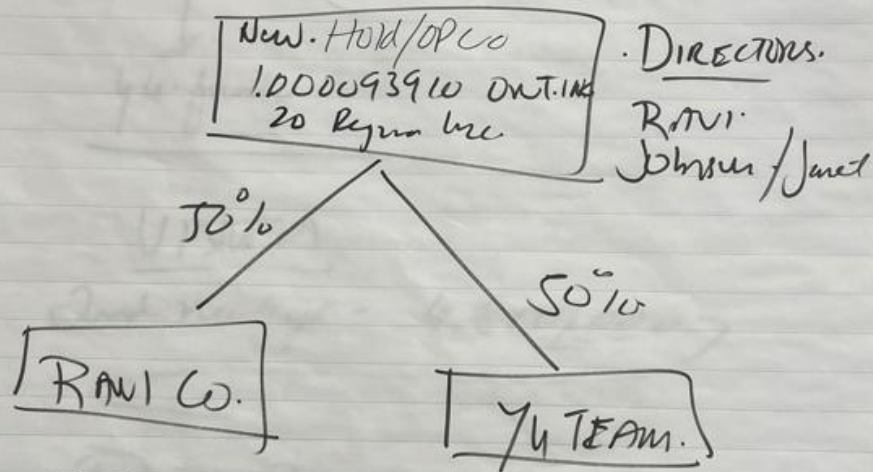
- of Shareholder agreement
 JV Agreement
 Approval of Center
 Issue of Shares.

Bonding
level:



HOLDING - STRUCTURE.
 1000093910 ONT INC.
 HIST

Shareholder- Ravi Awana



\$287000 - NO Approval.
 +

DIRECTOR - Ravi

Guarantors - Ravi

AKASH

NAKUL

+ Yuttam Johnsons.

50% lender

HUDBack - of \$290,000.00

Shareholders Agreement

Issue the Shares - in TRUST
until Approval -

Money - 2nd mortgage.

the price of.

PRIME + Fixed.

Floor RATE. 4.70%

Purchase Price: 24,710,000

Downpay: 850,000

Ext. Deposit 500,000

Commitment fee 190,000

1,540,000

Due on Closig. 23,170,000.00

Closing Cost:

CTT	500,000.
Legals	75,000.
Commitment fee	190,000
Broker fee	50,000.
Stamps	- 20,000.
Jr.	

835,000.00

24,005,000

19,000,000

5,000,000

Mortgage

Rent Roll.

63,000 SQFT TOTAL.

9,000 office space - 32,00.

54,000 - Industrial

12,000
~~29,000~~
 TENANT A - STONE CON = 14.50 + TM ✓

20,000 19/sqft
~~25,000~~
 TENANT B - VINYL CO. = 19/sqft.

TENANT C - CAMERON - 22.25/sqft

TENANT D - Lipskin media - 34/sq.

TENANT E - 13,000 @

AMC.

Anti-Money Laundry.

3,000,000 -

↓

44 family 52%

UISNAM

2nd mortgage - 4,500,000

Purchase Price 24,710,000
Closing Cost 835,000

Mortgage 25,545,000
- 19,000,000

50% = 6,545,000
3,272,500

This is Exhibit "F" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

POSTPONEMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT made as of April 27, 2022.

AMONG:

PEAKHILL CAPITAL INC. ("First Lender")

- and -

ZAHERALI VISRAM ("Second Lender")

- and -

1000093910 ONTARIO INC. (the "Borrower")

RECITALS:

- A. The Borrower is indebted to, *inter alia*, First Lender and have issued to First Lender certain security over all of its existing and future assets, undertaking and property to stand as continuing security for the existing and future indebtedness, liabilities and obligations of the Borrower to First Lender howsoever and whosoever incurred and whether direct or indirect, contingent or not contingent, and any ultimate unpaid balance thereof together with all professional fees, charges, expenses and protective disbursements payable by the Borrower to First Lender (collectively, the "**First Lender Indebtedness**"), which security together with all other security documents of every description presently existing or hereafter issued by the Borrower are collectively referred to herein as the "**First Lender Security**";
- B. The Borrower is indebted to Second Lender and the Borrower has issued to Second Lender certain security over all of its existing and future assets, undertaking and property to stand as continuing security for the existing and future indebtedness, liabilities and obligations of the Borrower to Second Lender (collectively, the "**Second Lender Indebtedness**"), which security together with all other security documents of every description presently existing or hereafter issued by the Borrower to Second Lender are collectively referred to herein as the "**Second Lender Security**";
- C. Second Lender has agreed to postpone and subordinate payment of the Second Lender Indebtedness and the Second Lender Security to the First Lender Indebtedness and the First Lender Security in accordance with the terms and conditions of this Agreement; and
- D. The Borrower has entered into this Agreement solely for the purpose of evidencing its consent to the terms and provisions of this Agreement.

IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Agreement, the parties hereto agree as follows:

**ARTICLE ONE
DEFINITIONS**

- 1.1 **Definitions.** The following terms shall have the meanings set forth below:

- (a) **“Collateral”** means all of the existing and future undertaking and assets of the Borrower of every description and kind and all proceeds thereof, however derived;
- (b) **“Enforcement”** means any step taken by a Lender to realize on its Security after default by the Borrower under such Lender’s Security;
- (c) **“Indebtedness”** means the First Lender Indebtedness and the Second Lender Indebtedness or any one or both of them as the context may require;
- (d) **“Interest and Costs”** means, with respect to the Lenders, the aggregate of:
 - (i) all accrued interest which has not been paid to a Lender in respect of its Indebtedness both before and after default, maturity, demand and judgment;
 - (ii) all costs, fees, charges and other expenses required to be paid to a Lender under its Security or any agreement between the Borrower and such Lender and which have not yet been paid;
 - (iii) all costs, fees, charges and other expenses incurred by a Lender in enforcing all or part of its Security; and
 - (iv) interest on all of the amounts specified in sections (a), (b) and (c) above at the highest rate per annum payable by the Borrower on its obligations to a Lender, from the date of demand on the Borrower until paid in full;
- (e) **“Lender(s)”** means in the singular either First Lender or Second Lender and in the plural both First Lender and Second Lender;
- (f) **“Lender’s Security”** means the security given to each Lender individually;
- (g) **“Notice”** means notice in writing delivered in accordance with Section 11.2 of this agreement;
- (h) **“PPSA”** means the *Personal Property Security Act* (Ontario), and any amendments thereto;
- (i) **“Realization Proceeds”** means all payments, proceeds, amounts, monies or monies worth received by a Lender from the Borrower or derived from the assets of the Borrower after such Lender has commenced Enforcement of its Security; and
- (j) **“Security”** means the First Lender Security and the Second Lender Security or any one or both of them, or any part thereof.

ARTICLE TWO

CONSENT

- 2.1 **First Lender Consent.** First Lender hereby consents to the existence of the Second Lender Indebtedness and to the creation, execution, delivery and registration, filing and perfection of the Second Lender Security.

- 2.2 **Second Lender Consent.** Second Lender hereby consents to the existence of the First Lender Indebtedness and to the creation, execution, delivery and registration, filing and perfection of the First Lender Security.
- 2.3 **Borrower's Consent.** The Borrower consents to the priority arrangements set forth in this Agreement and agrees that such arrangements shall be without prejudice to the liability of the Borrower to First Lender and Second Lender respectively and to the rights and remedies of the Lenders under the Security. The Borrower further agrees to maintain and deal with the respective assets and undertakings in accordance with this Agreement.

ARTICLE THREE PRIORITY PROVISIONS

- 3.1 **Collateral.** As against the Collateral, the Security shall rank, in all respects and for all purposes, in descending order of priority as follows:
- (a) Firstly, the First Lender Security to the extent of the First Lender Indebtedness; and
 - (b) Secondly, the Second Lender Security, to the extent of the Second Lender Indebtedness.
- 3.2 **Security Postponed.** Second Lender postpones and subordinates the Second Lender Security to the First Lender Security to give effect to the priority provisions set forth in Section 3.1 of this Agreement.
- 3.3 **Priority Provisions to Operate in All Circumstances.** The priority provisions of this Agreement shall operate notwithstanding:
- (a) the time or order of creation, execution, delivery, attachment or perfection of the Security;
 - (b) the method of perfection of the Security;
 - (c) the time or order of registration or filing of financing statements, real estate charges or other recording or registration of the Security under any provincial registration regime;
 - (d) the giving of or failure to give notice of the acquisition of any additional Security;
 - (e) the date or dates on which any existing or future liability of the Borrower or any of them to either First Lender or Second Lender was created or incurred;
 - (f) the date or dates of any default by any Borrower under the Security;
 - (g) the date of crystallization of any floating charge contained in the Security; or
 - (h) the date of Enforcement.
- 3.4 **Payments to the Second Lender.** Subject to the provisions of paragraph 3.5 herein and notwithstanding any provision of the Security to the contrary, until the First Lender Indebtedness has been repaid in full, whether or not any Enforcement has been commenced by or against the Borrower, the Second Lender shall not be entitled to receive any payments from the Borrower under the Second Lender Indebtedness, save and except for, Interest and Costs.

- 3.5 **Repayment of Second Lender.** Notwithstanding the provisions of s. 3.4 herein, provided that the First Lender Indebtedness is in good standing, the Borrower shall be entitled to repay the Second Lender Indebtedness, in full, at any time.

ARTICLE FOUR REALIZATION PROCEEDS

- 4.1 **Application of Realization Proceeds.** Notwithstanding any provision of the Security to the contrary, Realization Proceeds shall be applied and distributed as follows:

- (a) Realization Proceeds derived from the Collateral shall be applied:
 - (i) firstly, on account of the costs and expenses of the sale, collection and realization of the First Lender Security including, without limitation, the costs and expenses incurred by any agent, receiver or receiver and manager appointed by First Lender and the legal fees and disbursements incurred by First Lender or any agent, receiver or receiver and manager appointed by First Lender;
 - (ii) secondly, on account of the First Lender Indebtedness to the extent of the First Lender Indebtedness;
 - (iii) thirdly, on account of the Second Lender Indebtedness to the extent of the Second Lender Indebtedness; and
 - (iv) fourthly, to the Borrower.

- 4.2 **Payment into Court.** Notwithstanding the provisions of Sections 4.1(a)(iv), in the event that:

- (a) Section 4.1(a)(iv) shall apply to remaining Realization Proceeds to be paid; and
- (b) the Lender holding such Realization Proceeds is aware of any competing claims made or which the Lender believes could be made to the Realization Proceeds otherwise payable to the Borrower under Sections 4.1(a)(iv),

then such Lender shall be at liberty to pay such Realization Proceeds into court rather than to the Borrower.

- 4.3 **Costs.** If any allocation of Interest and Costs is required to be made in connection with the distribution of Realization Proceeds such allocation shall be made by the Lenders, after discussion, in a fair and equitable manner.

ARTICLE FIVE LIMITATION ON RIGHTS TO PROCEEDS

- 5.1 **Enforcement.**

- (a) Until the First Lender Indebtedness has been repaid in full, whether or not any Enforcement has been commenced by or against the Borrower, the First Lender shall have the exclusive right (i) to take, take over and continue any Enforcement action with respect to the Collateral in such order and manner as the First Lender may determine in

its sole discretion, and (ii) to refrain from taking or continuing any such Enforcement action, in each case, without any consultation with or consent of the Second Lender.

- (b) The Borrower waives any right to claim, and agrees not to claim in any legal proceeding arising out of this Agreement or otherwise, that as a result of this Section or any other provision of this Agreement, the exercise by the Second Lender of any of its rights under the Second Lender Security or under applicable law for the enforcement of payment of the Second Lender Indebtedness has been waived, or is untimely, or is otherwise not commercially reasonable.
- (c) Until the First Lender Indebtedness has been repaid in full, the Second Lender shall not, without the prior written consent of the First Lender, which may be withheld in its sole and absolute discretion, take any Enforcement action whatsoever.
- (d) Notwithstanding paragraph (c) above, if an event of default has occurred under the Second Lender Security and is continuing, the Second Lender shall have the right to issue a notice to the First Lender (the “**Enforcement Action Request Notice**”) requesting the First Lender to take and continue an Enforcement action within a period of 120 days from the receipt of the Enforcement Action Request Notice by the Second Lender, failing which, subject to the application of proceeds required under this Agreement, the Second Lender may take and continue an Enforcement action against the Borrower in respect of the Second Lender Indebtedness in such order and manner as it may so determine in its sole discretion, provided there shall have occurred and be continuing at all times during such period an event of default under the Second Lender Security (which has not been waived or cured in accordance with the Second Lender Security).
- (e) Notwithstanding anything contained herein, until the First Lender Indebtedness has been repaid in full, any receiver appointed by the First Lender or by a court of competent jurisdiction shall be entitled to exclusive possession, custody and control of the Collateral or any applicable portion thereof. If the First Lender makes application to a court of competent jurisdiction for a court-appointed receiver in respect of the Collateral, then the Second Lender agrees that it shall not challenge, obstruct, delay or otherwise interfere with the application proceedings.

ARTICLE SIX

PROCEEDS OF INSURANCE AND DISPOSITION

- 6.1 **How Proceeds to be Paid.** If any of the assets of the Borrower is disposed of, dealt with, lost or damaged so as to give rise to proceeds (including amounts payable under insurance policies), the relative priority of claims of the Lenders against such proceeds shall be determined in accordance with Article 4 as if such claims were made against the original collateral which gave rise to such proceeds.

**ARTICLE SEVEN
TRUST FUNDS**

- 7.1 **Trust of Realization Proceeds.** Subject to Article 8, the Lenders agree that, to the extent that a Lender receives Realization Proceeds which are payable to the other Lender pursuant to this Agreement, such proceeds shall be deemed to be received or held by it in trust for such other Lender and shall be paid over to the other pursuant to the terms of this Agreement as soon as is reasonably practical.

**ARTICLE EIGHT
OPERATION OF ACCOUNT**

- 8.1 **Operation of Borrower' First Lender Accounts.** Notwithstanding anything else contained in this Agreement upon commencement of Enforcement proceedings by the First Lender:
- (a) First Lender may:
 - (i) continue to operate the Borrower' accounts with First Lender in the ordinary course; and
 - (ii) appropriate money from time to time deposited to the Borrower's accounts with First Lender to the First Lender Indebtedness regardless of the source or origin of such money, free and clear from any claim or trust that might otherwise be imposed upon such money; and
 - (b) First Lender shall have no duty or liability to:
 - (i) account to Second Lender for any appropriations made by First Lender occurring prior to First Lender's receipt of such Notice or prior to First Lender giving such Notice; or
 - (ii) investigate the source or origin of any money then on deposit or previously deposited by the Borrower into their accounts with First Lender.

**ARTICLE NINE
RIGHTS OF BORROWERS AND OTHERS**

- 9.1 **Confers Rights on Lenders Only.** Nothing in this agreement shall be construed so as to:
- (a) entitle any party not a signatory to this agreement to receive any Realization Proceeds; or
 - (b) confer any rights upon the Borrower or any person not a party to this Agreement.
- 9.2 **Competing Claims to Realization Proceeds.** If any person other than the Lenders shall have any valid claim to Realization Proceeds in priority to or on parity with the Lenders, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for this agreement) of each of the Lenders to the Realization Proceeds.

**ARTICLE TEN
NO COMPULSORY ENFORCEMENT**

- 10.1 **Lenders Not Obligated to Enforce Security.** Nothing contained in this agreement shall require or obligate a Lender to enforce its security or realize upon the assets of the Borrower.

ARTICLE ELEVEN GENERAL MATTERS

- 11.1 **Further Assurances.** The parties agree that they shall at all times do, execute, acknowledge and deliver all such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to this agreement including any and all acts, deeds or agreements as may be necessary for the purpose of registering or filing notice of the terms and provisions of this Agreement.
- 11.2 **Non-Waiver of Rights.** Nothing contained in this agreement is intended to or shall impair the obligations of the Borrower to pay to the Lenders the Indebtedness as and when the same shall become due and payable in accordance with the terms of the Indebtedness, nor shall anything contained in this agreement prevent any of the Lenders from exercising any or all remedies otherwise permitted by applicable law upon default under the terms of any of the Security, subject only to the priorities created by this Agreement.
- 11.3 **Notice.** Any Notice required or permitted to be given pursuant to this agreement shall be given in writing and delivered by courier or sent by email or facsimile transmission addressed as set out in the relevant First Lender Security or Second Lender Security and any such Notice given as provided in this Section 11.23 shall be deemed to have been given and to be effective on the day of delivery, if delivered, or on the day of transmission and receipt of confirmation thereof, in the case of email or facsimile transmission. Any party to this agreement may change its address for Notice by means of a Notice given as provided in this Section 11.23.
- 11.4 **Termination.** This agreement shall continue in full force until the earlier of the date on which it is terminated by the mutual consent of the Lenders and the date on which payment in full is made of either of the First Lender Indebtedness or the Second Lender Indebtedness.
- 11.5 **Entire Agreement.** This agreement contains the entire agreement among First Lender, Second Lender and the Borrower with respect to the matters dealt with in this agreement and supersedes any prior agreements, undertakings, declarations, or representations, written or oral, in respect such matters.
- 11.6 **Successors and Assigns.** This agreement is binding upon and enures to the benefit of all parties and their respective successors and assigns.
- 11.7 **Governing Law.** This agreement is governed by and shall be interpreted in accordance with the laws of Ontario and shall be treated in all respects as an Ontario contract. The parties to this agreement submit to the exclusive jurisdiction of the courts of Ontario. Notwithstanding the foregoing, it is agreed that the provisions of this agreement shall apply to all property and assets of the Borrower wherever situate and that this agreement shall govern the priorities as between the First Lender Security and the Second Lender Security in all other Canadian jurisdictions.
- 11.8 **Assignment.** The Lenders agree not to assign any of their claims against the Borrower including, without limitation, the Indebtedness or the Security without providing the assignee with a copy of this agreement. Provided that such assignee is not a guarantor to any Borrower, the Lenders agree that they shall obtain from such assignee a written acknowledgment that such assignee will be bound by this agreement. In such event the Lender making such assignment shall provide the

remaining Lender and the Borrower with written notice of and a copy of such assignment and the address of the assignee.

- 11.9 **Notice of Agreement.** Second Lender agrees to execute and register, if necessary postponements of the Second Lender Security and execute and register such other documentation that may be required to give effect to terms and provisions of this agreement, including without limitation, the postponement of its real property security registered against any real property assets of the Borrower. Second Lender further agrees, to file Financing Change Statements amending all of its PPSA filings or such similar provincial filings in all other Canadian jurisdictions in which any of the security has been registered against the Borrower as soon as possible after execution of this agreement by all parties so as to give notice of the existence of this agreement to parties conducting searches against the Borrower under the PPSA or such similar provincial legislation in other Canadian jurisdictions. .
- 11.10 **Exchange of Information.** Each Lender agrees to advise the other in writing of the particulars of the Indebtedness and Security and whether or not such Indebtedness is in good standing upon receipt of a request in writing for such information from a Lender. The Borrower consent to the disclosure of this information and irrevocably direct the Lender receiving such request to provide such information to the Lender making such request.
- 11.11 **Agreement Severable.** In the event that any part of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such part shall be severed from this agreement and this agreement thereafter shall be read and interpreted without reference to such part so severed and the invalidity or unenforceability of such part shall not affect the validity or enforceability of the remainder of this agreement.
- 11.12 **Time of the Essence.** Time is of the essence of this agreement.
- 11.13 **Headings.** The insertion of headings in this agreement is for convenience of reference only and shall not affect the construction or interpretation of this agreement.
- 11.14 **Number and Gender.** Where the context requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to both genders.
- 11.15 **Execution by Counterpart.** This Agreement may be executed: (i) by facsimile or email and facsimile or email signatures shall be treated as originals for all purposes and (ii) in counterparts and all counterparts taken together shall constitute an executed copy of this Agreement.
- 11.16 **English Language.** The parties acknowledge that they have required that this priority agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la presente convention et tous les documents connexent soient rédigés en anglais.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above mentioned.

PEAKHILL CAPITAL INC.

Per: 
Name: Harley Gold
Title: Managing Director

I have authority to bind the corporation

ZAHERALI VISRAM

1000093910 ONTARIO INC.

Per: _____
Name: Ravi Aurora
Title: President

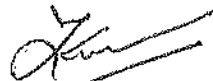
I have authority to bind the corporation

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above mentioned.

PEAKHILL CAPITAL INC.


Per: _____
Name: _____
Title: _____

I have authority to bind the corporation



ZAHERALI VISRAM

1000093910 ONTARIO INC.

Per: 
Name: Ravi Aurora
Title: President

I have authority to bind the corporation

This is Exhibit "G" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

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

Properties

PIN 03221 - 0039 LT Interest/Estate Fee Simple
Description PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN
Address 20 REGINA ROAD
 VAUGHAN

Consideration

Consideration \$2.00

Owner(s)

Name 1000093910 ONTARIO INC.
Address for Service 20 Caldari Road
 Concord, Ontario, L4K 4N8

Cautioner(s)	Capacity	Share
--------------	----------	-------

Name 20 REGINA JV LTD.
Address for Service co. 903-505 Consumers Road, Toronto, ON M2J 4V8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Statements

The applicant is entitled to register a caution to prevent any dealing with the land without the applicant's consent. The nature of the interest is beneficial co-ownership of 50% fee simple interest of the property.
The Land Registrar is authorized to delete this caution 60 days from the date of registration.
Schedule: See Schedules
I Yihua Hu solicitor make the following law statement This caution is registered pursuant to 1) half of the equity funds required for the closing of the most recent purchase transaction of the subject property (i.e. by 10000093910 Ontario Inc. from 1392893 Ontario Inc.), including half of the equity portion of the purchase price and half of the closing costs, in the total amount of CAD\$3,463,989.03, contributed by Johnson Ching Fung Yu in trust for 20 Regina JV Ltd., at the time of closing; 2) numerous draft co-ownership agreements and draft unanimous shareholders agreements, and related correspondences, shared between the registered owner (i.e. 10000093910 Ontario Inc. and/or its principals) and the cautioner.

Signed By

Yihua Hu	505 Consumers Rd, Suite 903 Toronto M2J 4Z2	acting for Cautioner(s)	Signed	2023 04 26
----------	---	----------------------------	--------	------------

Tel 647-617-7779
Fax 647-699-7270

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

Submitted By

JH Law Professional Corporation	505 Consumers Rd, Suite 903 Toronto M2J 4Z2	2023 04 26
---------------------------------	---	------------

Tel 647-617-7779
Fax 647-699-7270

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
Total Paid	\$69.00

File Number

Cautioner Client File Number : 2023-R007

20 REGINA RD CLOSING FUNDS

DESCRIPTION	AMOUNT	
PURCHASE PRICE	\$ 24,710,000.00	
LTT	\$ 490,675.00	
THIRD PARTY STUDIES	\$ 30,000.00	
BROKER/LENDER FEES	\$ 237,500.00	
LEGAL FEES	\$ 80,000.00	(APPROX. WITH
OPERATING CAPITAL	\$ 100,000.00	(TO BE USED T
HOLDBACK/INTEREST RESERVE	\$ 285,000.00	
SOA ADJUSTMENT	\$ 11,678.01	
	<u>\$ 25,944,853.01</u>	
CREDITS TO PURCHASER		
MORTGAGE	\$ 19,000,000.00	
CREDIT TO PURCHASER FOR TAXES	\$ 14,874.96	
	<u>\$ 19,014,874.96</u>	
TOTAL DUE	\$ 25,944,853.01	
TOTAL CREDITS	\$ 19,014,874.96	
TOTAL DOWNPAYMENT	\$ 6,929,978.05	
AURORA	\$ 3,464,989.03	
YU FAMILY	\$ 3,464,989.03	

closing fee 464,989.03
 (we paid 300,000 + 164,989.03)

PROMISSORY NOTE

Principal: \$3,000,000.00 (CAD)

DUE: May 16, 2022

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay Johnson Ching Fung Yu (the "Promisee") the principal amount of \$3,000,000.00 of lawful money of Canada, together with no interest, on or before May 16, 2022.

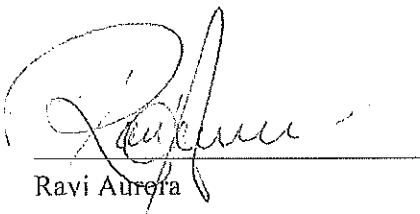
THE UNDERSIGNED hereby, waive demand, presentment, protest, notice of protest and notice of dishonour.

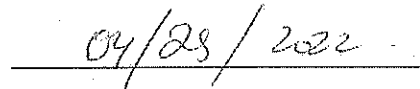
THE UNDERSIGNED AGREES that the statutory limitation period under the *Limitations Act*, 2002 (Ontario) (the "Act"), or any successor or replacement legislation, during which the Promisee may demand and enforce repayment of this Promissory Note shall be suspended and shall not commence until the receipt by the undersigned of a written demand for repayment of the balance of the principal due pursuant to this Promissory Note. This agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.

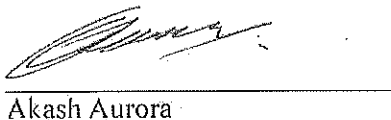
IF ANY PROVISION of this Promissory Note is held invalid or unenforceable, such invalidity or unenforceability shall attach only to such portion and shall not affect or render invalid or unenforceable any other provision of this Promissory Note.

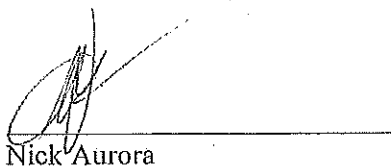
THIS PROMISSORY NOTE is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereto hereby irrevocably attorn and submit to the jurisdiction of the Courts of the Province of Ontario.

DATED AT the City of Toronto, in the Province of Ontario, as of the 25th day of April, 2022.


Ravi Aurora


04/28/2022


Akash Aurora


Nick Aurora

BAKER & COMPANY

Barristers ~ Solicitors

130 Adelaide Street West

Suite 3300

Toronto, Ontario, Canada M5H 3P5

Tel (416) 777-0100

Fax (416) 366-3992

mbaker@bakerlawyers.com

Receipt

25 APR 2022

AURORA

AURORA, RAVI

22/028

PURCHASE OF 2 REGINA ROAD, VAUGHAN, ONTARIO

Receipt number: 15377
MGB

*Received into trust from Mr. Johnson Ching Fung Yu re
down payment received via TD Canada wire transfer*

Received as: Electronic tsfr

***** Received the sum of \$3000000.00 (**THREE MILLION AND ---XX/100
DOLLARS**) *****

Baker & Company

per: _____

Branch: 0868 RICHMOND HILL TIMES
SQUA
550 HIGHWAY 7 E UNIT 55
RICHMOND HILL, ON

Date: May 7, 2022, 02:56 PM
Reprint Date: Jul 29, 2022, 07:34 PM
Ref #: 000456074 - ZTAB

From: 1085-54***05
Debit Memo

300,009.95

To: Draft AURORA
HOLDINGS ONTARIO
INC. 03140593 AFX Ref #
221290018

300,000.00

To: 868-470 Draft Commercial
Fee

9.95

Customer Signature

X

Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

003

DATE 2022-05-17
Y Y Y Y M M D D

1000182465 Ontario Ltd

CO NAME

ADDRESS

CITY, PROVINCE, POSTAL CODE

PAY to the order of Aurora Holdings Ontario Inc.

One Hundred Sixty Four Thousand Nine Hundred and Eighty Nine 03 DOLLARS ☒ Security Features Included

100

TD CANADA TRUST
BEAVER CREEK COMMERCIAL BANKING CENTRE
220 COMMERCE VALLEY DR. W. UNIT 100
MARKHAM, ONTARIO L3T 0A8

PER [Signature]

RE 20 Regina

0003 10852004 10855471705

SK STUDENT VERSION

This is Exhibit “H” referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

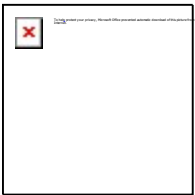
Ran He

From: Jessica Hu <jessica.hu@jhlaw.ca>
Sent: Wednesday, October 4, 2023 3:32 AM
To: Ran He
Subject: Fwd: FW: 20 Regina Rd._Demand for Immediate Signing of the Co-Owners Agreement and Unanimous Shareholders Agreement or Full Repayment of Funds together with Interests [IWOV-LEGAL.FID4307442]
Attachments: image003.png; YR3544746 - Caution.PDF

FYI.

Best regards,

Yihua (Jessica) Hu, LL.B., LL.M.
JH Law Professional Corporation, Barrister & Solicitor
505 Consumers Rd., Suite 903
Toronto, ON, Canada M2J 4V8
T. +1 416-546-3638
F. +1 647-699-7270
E. jessica.hu@jhlaw.ca
W. www.jhlaw.ca



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----- Forwarded message -----

From: Cohen, Robert <rcohen@cassels.com>
Date: Fri, Apr 28, 2023 at 10:27 AM
Subject: FW: 20 Regina Rd._Demand for Immediate Signing of the Co-Owners Agreement and Unanimous Shareholders Agreement or Full Repayment of Funds together with Interests [IWOV-LEGAL.FID4307442]
To: jessica.hu@jhlaw.ca <jessica.hu@jhlaw.ca>
Cc: Akash Aurora <akash@aurora-group.ca>, Nick Aurora <nick@aurora-group.ca>, avi@aurora-group.ca <avi@aurora-group.ca>

Dear Ms. Hu,

Please be advised that I have been retained as litigation counsel for each of Ravi Aurora, Akash Aurora, and Nick Aurora (the “**Auroras**”) in respect of the joint venture (the “**Joint Venture**”) with your client, 20 Regina JV Ltd. (“**JV Ltd**”) and its principals, in the property municipally known as 20 Regina Road, Vaughan, Ontario (the “**Property**”).

I have reviewed the exchange of email correspondence between you and the Auroras (and others) on April 25, 2023. As is abundantly clear from that exchange, the Auroras do not dispute that JV Ltd has a 50% interest in the Joint Venture. What is at dispute are the terms of an acceptable Joint Venture Agreement and Shareholders Agreement. If your clients were prepared to advance their share of the Joint Venture without first negotiating and executing an acceptable Joint Venture Agreement and Shareholders Agreement, they did so at their own peril. Having said that, the Auroras remain ready, willing and able to continue good faith negotiation of acceptable agreements with your clients.

What is not acceptable, however, is your clients’ registration of the attached Caution (the “**Caution**”) on title to the Property on April 26, 2023 (through your office). As you and your clients know, the Joint Venture is currently negotiating re-financing for the Property as the existing financing comes due on Monday, May 1, 2023. The registration of a Caution by you and your clients has been done in bad faith and in an effort to coerce the Auroras into executing a Joint Venture Agreement and Shareholders Agreement which does not reflect the prior discussions or agreements of the parties, or to compel the return of your clients’ funds on unacceptable and unreasonable terms. Your clients have no need to register a Caution (as your clients’ interest in the Property has never been in question), and the registration thereof has now put the interests of all joint venturers in peril as the Caution will surely impair the ability of the Joint Venture to obtain timely re-financing on or before May 1, 2023.

Accordingly, we are hereby putting your firm and your clients on notice that the Auroras demand that you forthwith discharge the Caution. Should you fail to do so by end of business on **Friday, April 28, 2023**, the Auroras will hold each of you fully accountable for any and all damages that may ensue. All of the Auroras’ rights are fully reserved in any event, including the right to bring such legal proceedings against you without further notice.

We trust that you will govern yourselves accordingly.

Sincerely,

Robert B. Cohen



ROBERT COHEN

t: +1 416 869 5425

e: rcohen@cassels.com

Cassels Brock & Blackwell LLP | cassels.com

Suite 2100, Scotia Plaza, 40 King St. W.

Toronto, ON M5H 3C2 Canada

From: Ravi Aurora <ravi@aurora-group.ca>

Sent: Tuesday, April 25, 2023 6:14:48 PM

To: Jessica Hu <jessica.hu@jhlaw.ca>; rhe@thcllp.com <rhe@thcllp.com>

Cc: Akash Aurora <akash@aurora-group.ca>; Janet Yu <janet@remaxpartners.ca>; Johnson Yu

<johnson@remaxpartners.ca>; amvisioncs@gmail.com <amvisioncs@gmail.com>; Nick Aurora <nick@aurora-group.ca>

Subject: Re: 20 Regina Rd._Demand for Immediate Signing of the Co-Owners Agreement and Unanimous Shareholders Agreement or Full Repayment of Funds together with Interests

Hi Jessica,

without prejudice,

the correspondence is not true and you're not comparing market rates, you are using retail/office/warehousing units that are extremely small. I can get a full market study from Colliers regarding rent rates in this area at your expense.

Johnson agreed to our rent rate for areas we use, the empty spaces we can rent at market rate, I brought them in this deal at cost, and the deal was that the rent will be favorable for us for the spaces we are occupying. I don't lie, I am very honest and I don't hide anything. Your client had a copy of the loan agreement from the get go, so interest rates were never miss represented.

Either way we won't have this by tomorrow, and going forward I will give you a lawyer to deal with from our end to handle the agreement, as well as monies owed to us that are accruing interest. My brother is not our legal representative, and nor is he practicing we made that very clear.

We can do this amicably or waste tons of legal fees for no reason with the same outcome, up to you.

I don't appreciate lies and false accusations, that is a direct hit to my honesty and integrity. Please refrain from lying or giving false accusations, or I don't mind starting litigation from my end to last degree. I have treated the Yu family, like my own brother and sister, even gave them advise on other property purchases like my own family, I even let them come any time to show the property to potential investors to help them profit and grow, while interrupting my active businesses.

This is not nice, we are honest people we don't treat people like this. we have trust amongst each other.

Please govern yourself accordingly.

Ravi Aurora

Chief Executive Officer

Aurora Group of Companies

o. [416.362.1700](tel:416.362.1700) ext. 4407 | c. [416.824.6190](tel:416.824.6190)

20 Caldari Rd, Suite #2

Vaughan, ON, L4K 4N8

www.aurora-group.ca



From: Jessica Hu <jessica.hu@jhlaw.ca>

Sent: Tuesday, April 25, 2023 5:23 PM

To: Ravi Aurora <ravi@aurora-group.ca>; rhe@thcllp.com <rhe@thcllp.com>

Cc: Akash Aurora <akash@aurora-group.ca>; Janet Yu <janet@remaxpartners.ca>; Johnson Yu

<johnson@remaxpartners.ca>; amvisioncs@gmail.com <amvisioncs@gmail.com>; Nick Aurora <nick@aurora-group.ca>

Subject: Re: 20 Regina Rd. _Demand for Immediate Signing of the Co-Owners Agreement and Unanimous Shareholders Agreement or Full Repayment of Funds together with Interests

Caution: This email is not from Aurora Group of companies and has been sent from EXTERNAL sender. Please be careful and do not click on any links or attachments if you are not expecting this email. If there are any doubts, contact IT.

Hi Ravi, Akash and Nick,

Please send us the contact information of your counsel at your earliest convenience. Kindly note that I have copied our clients' litigation lawyer to this email thread.

I would like to make clear that the arrangement among the parties had always been a 50% - 50% co-ownership in the subject property. However, our clients waited a full year in good faith to get the agreements signed and basic information provided but were in vain. Without prejudice to our client's co-ownership interest in the property, it was out of loss of hope for a fair result and out of efforts of trying not to elevate any dispute that my client requested for the quick alternative redemption of their co-ownership interest. Yet you still had shown no intention to comply with your verbal promises and to resolve the issues in either direction with good faith.

You had over a year to retain counsel and review the draft agreements. In fact, one of your brothers who is a shareholder of your co-ownership interest holding company is a solicitor himself. Like you mentioned, we have gone through the majority of the terms during our Christmas holiday zoom call in great detail, with your solicitor-brother present, so you are in fact more than familiar with those terms. The reason I could not circulate a revised version as per our discussion then was because shortly after that zoom meeting, our client found out that you had misrepresented critical terms of the First Mortgage, such as the interest rate, and significantly forced down the rental income of the subject property, well below the market rate, with your own non-arm-length tenant company, and you went even further to request my client to "share the deficit". Not to mention that a list of basic documents (including but not limited to the minutes book, leases, the articles of your co-ownership interest holding company, all bookkeeping records in connection with the subject property, etc.) promised to be promptly provided after that zoom meeting was never provided. This was when our clients had completely lost hopes for a fruitful negotiation along the old amicable route.

Please be expressly advised that the final versions of Co-Ownership Agreement and Unanimous Shareholders Agreement are NOT the same as all verbal conclusions during our Christmas zoom meeting, for clear reasons as explained above. Out of utmost good faith for a last try of non-litigation resolution and for your quick and convenient reference, I have highlighted all critical terms that diverted from our zoom-meeting conclusions in light of the new devastating information our clients obtained afterward. Since the trust among the parties had been fundamentally and unilaterally breached by you, these are the only acceptable terms to our clients now. With those easy mark-ups of critical changes provided, we reiterate that you have until tomorrow morning at 8:00am to sign them back to avoid our further enforcement actions. You are far from an unsophisticated party who could be coerced into an inequitable deal "without legal representation". (In fact, a year ago, you were the one who pressed my clients to inject half of the required equity toward the purchase of the subject property under about two or three business days prior to closing without a chance for them to obtain legal representation, leaving no opportunity for these fundamental agreements to be properly negotiated and signed prior to closing.) Having said that, I will make myself available to respond throughout the rest of the evening and night should you request any reasonable adjustment of the Agreements terms hereto attached.

As a 50% de-facto co-owner of the subject property, our clients now have great concerns over the following urgent issues:

1) The rental price for the property had been non-transparent and unjustifiably depreciated by you and there were clear conflicts of interest. In one of the earlier versions of the draft shareholders agreement provided by you, you included the following term yourself: "Notwithstanding the foregoing, with respect to any leases or dealings with corporations or businesses that are associates or affiliates of any Shareholder ("Associated Entity"): (a) Unless approved by both Shareholders or both directors, all those leases, contracts, and dealing must be on normal commercial terms consistent with then current market conditions; and (b) If an Associate Entity is in default under any lease, contract, or obligation to the Nominee Company, the associated Shareholder and its director shall be deemed to have a conflict of interest and will not have any voting or decision-making rights with respect to the matter in default, and the non-associated Shareholder and its director will have sole decision-making on behalf of the Nominee Company with respect to the matter." You have not been observing this procedure at all and have fundamentally harmed the income, valuation and financing options of the subject property while unjustifiably inflated your own affiliate tenant company's profit. Please be advised that our client will not pay such arbitrary, bad-faith "deficits" and therefore demand to exercise their sole decision-making of the lease terms if the co-owners are to continue entertaining in leasing the property to the existing tenant(s), especially your affiliated company or your own company. Please see attached for a quick reference of the market rental rate for similar industrial warehouses in the region, which is between \$22 per sq ft to \$30 per sq ft. Your calculated total rental income of \$73,500 per month is ridiculous for a property with at least 63000 sq ft of rentable area.

2) Our client disapproves of the renewal of the existing First Mortgage without prior full disclosure and consultation. The current rate and terms are based on arbitrarily depreciated rental income forecast. An initial consultation by our clients with main-stream mortgage platform consultants had shown much more and better options. Given the urgency of time, if the Co-Ownership Agreement and Unanimous Shareholders Agreement are properly executed by the time and date specified and that our clients are fully engaged and pre-consulted in the entire negotiation process of the commitment letter, our client may consider approving a bridging renewal of no more than three months of the existing financing while correcting the depressed rental income and fully exploring better financing options.

All in all, our clients would not rectify any further financing and leases, including renewals, unless the attached Co-Ownership Agreement and Unanimous Shareholders Agreement are timely executed and their prior written approval had been obtained accordingly. Failing which, our client shall forthwith take legal actions and seek remedies without further notice.

Time is of essence for this matter.

Best regards,

Yihua (Jessica) Hu, LL.B., LL.M.

505 Consumers Rd., Suite 903

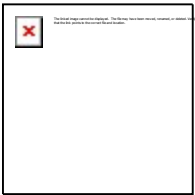
Toronto, ON, Canada M2J 4V8

T. +1 416-546-3638

F. +1 647-699-7270

E. jessica.hu@jhlaw.ca

W. www.jhlaw.ca



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On Tue, Apr 25, 2023 at 1:54 AM Ravi Aurora <ravi@aurora-group.ca> wrote:

Hello Jessica,

without prejudice;

as I find this email a surprise, since we have always been very amicable with yourself and your client and very open book.

as your client has retained counsel, we will be doing the same to review this share agreement to ensure it is unanimous and fair to both sides and is also our right, we will not be coerced into signing an agreement under pressure, without having legal representation review the agreement to advise us, and I know this our legal right.

please see my responses below in red to your red;

Hi Ravi and Akash,

We represent 20 Regina JV Ltd., a company controlled by Johnson Yu and Janet Yu, with respect to their co-ownership interest in 20 Regina Rd, Vaughan, Ontario (the "Property").

The negotiation of the Co-Ownership Agreement and Unanimous Shareholders Agreement between my clients and you with respect to the Property had been going on for a year now. To this date, we have not yet received the signed-back or commented co-owners' agreement, the signed-back or commented unanimous shareholders agreement, the minutes book for the nominee company, the name of your co-owner 1 company, nor the lease entered into between the nominee company and your non-arm-length tenant company, etc.

- We reviewed the agreement together if you recall, on zoom while you were in Italy and we asked for changes to be made, I have yet to receive those. Does the attached reflect this? Let me know so we can send it to our counsel.
- the tenant(s) company is arm's length, that was known from inception of the purchase, it was always supposed to be owner occupied in majority.

All decisions with respect to the Property, including but not limited to all financing, management of the Property and the lease terms, had been made by you unilaterally without prior consultation nor pre-approval by our clients. Our clients now are at complete dismay and have lost confidence that this matter could be resolved amicably.

- When your clients entered into this venture, we brought them at our cost value, and it was explicitly understood that we would be the property managers, and charge of all the financing, this was said and agreed by your clients Infront of witnesses, such as Angie who is cc'd in this email. We have been transparent with your clients on all steps of the way, and I have text messages to prove all of that.

We herewith attach the final version of the co-owners agreement and the unanimous shareholders agreement that are acceptable by our clients. Please insert the name of your co-ownership holding company and sign them back before 8:00am on Wednesday, April 26, 2023.

- This is definitely not enough time for us to attain counsel and have this reviewed and signed.

- We will need some time to do this, I will appoint counsel tomorrow at some point, once I find out which counsel is available.

Alternatively, without prejudice to our client's rights to take legal actions to preserve and declare their co-ownership interests in the Property, please make repayment of our client's shareholder's loan in the full amount of \$3,464,989.03, together with accrued interest at 15% per annum (as you have previously agreed to verbally), by 8:00am on Wednesday, April 26, 2023. In which event, our clients may consider negotiation for full redemption of their co-ownership interest.

- I am sorry, we never agreed to pay your client their partnership portion out, they mentioned they're in a tight situation and cannot afford to keep the investment, and asked if we can help, We never agreed to pay 15% interested in writing or verbally, Your client advised that's what they paid in interest on that amount to access their equity to make this investment. Your client owns 50% of this asset, at no time did we say we want to buy them out.

Should we not hear from you or receive either of the above by the time and date specified, we are instructed to take all necessary legal actions to preserve their interests and rights, and hold you responsible for all damages and costs.

- There is no reason we need to go down this road, we have a great working relationship with you client, and we want to work with them to help them in anyway.
- I want you to take note that we have repeatedly requested your client to pay their portion of the mortgage delta, which is still outstanding and accruing interest. I have attached the spreadsheet of the calculation.
- We have also arranged for financing to take out the current mortgage which comes due May 1st, 2023.
- I will send copies of these commitment letters this week once I receive them, unfortunately based on the current market we are unable to attain conventional bank financing due to the increased interest rates in the market and debt service ratios.

I suggest going forward we do all communication through counsel, as it will be more straight forward.

Thank you,

Ravi Aurora

Chief Executive Officer

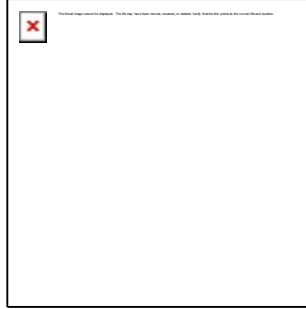
Aurora Group of Companies

o. [416.362.1700](tel:416.362.1700) ext. 4407 | c. [416.824.6190](tel:416.824.6190)

20 Caldari Rd, Suite #2

Vaughan, ON, L4K 4N8

www.aurora-group.ca



From: Jessica Hu <jessica.hu@jhlaw.ca>

Sent: Tuesday, April 25, 2023 12:24 AM

To: Ravi Aurora <ravi@aurora-group.ca>; Akash Aurora <akash@aurora-group.ca>; Janet Yu <janet@remaxpartners.ca>; Johnson Yu <johnson@remaxpartners.ca>

Subject: Re: 20 Regina Rd._Demand for Immediate Signing of the Co-Owners Agreement and Unanimous Shareholders Agreement or Full Repayment of Funds together with Interests

Caution: This email is not from Aurora Group of companies and has been sent from EXTERNAL sender. Please be careful and do not click on any links or attachments if you are not expecting this email. If there are any doubts, contact IT.

Hi Ravi and Akash,

We represent 20 Regina JV Ltd., a company controlled by Johnson Yu and Janet Yu, with respect to their co-ownership interest in 20 Regina Rd, Vaughan, Ontario (the "Property").

The negotiation of the Co-Ownership Agreement and Unanimous Shareholders Agreement between my clients and you with respect to the Property had been going on for a year now. To this date, we have not yet received the signed-back or commented co-owners agreement, the signed-back or commented unanimous shareholders agreement, the minutes book for the nominee company, the name of your co-owner 1 company, nor the lease entered into between the nominee company and your non-arm-length tenant company, etc.

All decisions with respect to the Property, including but not limited to all financing, management of the Property and the lease terms, had been made by you unilaterally without prior consultation nor pre-approval by our clients. Our clients now are at complete dismay and have lost confidence that this matter could be resolved amicably.

We herewith attach the final version of the co-owners agreement and the unanimous shareholders agreement that are acceptable by our clients. Please insert the name of your co-ownership holding company and sign them back before 8:00am on Wednesday, April 26, 2023.

Alternatively, without prejudice to our client's rights to take legal actions to preserve and declare their co-ownership interests in the Property, please make repayment of our client's shareholder's loan in the full amount of \$3,464,989.03, together with accrued interest at 15% per annum (as you have previously agreed to verbally), by 8:00am on Wednesday, April 26, 2023. In which event, our clients may consider negotiation for full redemption of their co-ownership interest.

Should we not hear from you or receive either of the above by the time and date specified, we are instructed to take all necessary legal actions to preserve their interests and rights, and hold you responsible for all damages and costs.

We look forward to finally receiving your executed agreements and all related documentation.

Best regards,

Yihua (Jessica) Hu, LL.B., LL.M.

JH Law Professional Corporation, Barrister & Solicitor

505 Consumers Rd., Suite 903

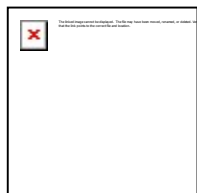
Toronto, ON, Canada M2J 4V8

T. +1 416-546-3638

F. +1 647-699-7270

E. jessica.hu@jhlaw.ca

W. www.jhlaw.ca



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This is Exhibit "T" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

PROPERTY DESCRIPTION: PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/04/07

OWNERS' NAMES
1000093910 ONTARIO INC.

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 1997/04/07 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE"	OF 1997/04/07				
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1997/04/04 **			
R442781	1987/08/11	CHARGE		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
LT500542	1988/07/14	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF VAUGHAN	C
65M2720	1989/02/17	PLAN SUBDIVISION				C
REMARKS: LT559286						
65R13041	1989/04/10	PLAN REFERENCE				C
LT576260	1989/04/25	TRANSFER EASEMENT			THE CORPORATION OF THE TOWN OF VAUGHAN	C
LT576261	1989/04/25	POSTPONEMENT		*** COMPLETELY DELETED ***		
REMARKS: R442781, LT576260 DELETED 2009/03/19 BY D/M LT1176931 DCW ADLR						
LT576262	1989/04/25	TRANSFER EASEMENT			VAUGHAN HYDRO-ELECTRIC COMMISSION	C
LT576265	1989/04/25	POSTPONEMENT		*** COMPLETELY DELETED ***		
REMARKS: R442781, LT576264						
65R13262	1989/06/06	PLAN REFERENCE				C
LT643826	1990/01/12	BYLAW EX PART LOT				C
LT1173792	1997/05/01	TRANSFER		*** COMPLETELY DELETED *** 714583 ONTARIO INC.	ROYBRIDGE INVESTMENTS LIMITED	

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
LT1176931	1997/05/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: RE: R442781					
LT1259800	1998/04/02	NOTICE AGREEMENT		ROYBRIDGE INVESTMENTS LIMITED	THE CORPORATION OF THE CITY OF VAUGHAN	C
LT1451191	2000/02/07	TRANSFER		*** COMPLETELY DELETED *** ROYBRIDGE INVESTMENTS LIMITED	GRAFE, MIKE GRAFE, ANNE	
LT1451192	2000/02/07	CHARGE		*** COMPLETELY DELETED *** GRAFE, MIKE GRAFE, ANNE	ROYAL BANK OF CANADA	
YR237157	2002/11/27	TRANSFER		*** COMPLETELY DELETED *** GRAFE, ANNE GRAFE, MIKE	1392893 ONTARIO INC.	
YR237158	2002/11/27	CHARGE		*** COMPLETELY DELETED *** 1392893 ONTARIO INC.	GRAFE, MIKE GRAFE, ANNE	
YR666060	2005/07/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: RE: LT1451192					
YR733354	2005/11/17	CHARGE		*** COMPLETELY DELETED *** 1392893 ONTARIO INC.	ROYAL BANK OF CANADA	
YR1292059	2009/03/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** GRAFE, MIKE GRAFE, ANNE		
	REMARKS: RE: YR237158					
YR1296498	2009/03/18	CHARGE		*** COMPLETELY DELETED *** 1392893 ONTARIO INC.	ROYAL BANK OF CANADA	
YR1354381	2009/08/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: RE: YR733354					
YR3392682	2022/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		

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
YR3416766	2022/04/29	TRANSFER	\$24,710,000	1392893 ONTARIO INC.	1000093910 ONTARIO INC.	C
YR3416767	2022/04/29	CHARGE	\$19,000,000	1000093910 ONTARIO INC.	PEAKHILL CAPITAL INC.	C
YR3416768	2022/04/29	NO ASSGN RENT GEN		1000093910 ONTARIO INC.	PEAKHILL CAPITAL INC.	C
YR3544746	2023/04/26	CAUTION-LAND		*** COMPLETELY DELETED *** 1000093910 ONTARIO INC.	20 REGINA JV LTD.	
YR3582894	2023/08/08	CHARGE	\$4,000,000	1000093910 ONTARIO INC.	VISRAM, ZAHERALI	C
YR3582895	2023/08/08	NO ASSGN RENT GEN		1000093910 ONTARIO INC.	VISRAM, ZAHERALI	C
YR3598469	2023/09/18	NOTICE		1000093910 ONTARIO INC.	VISRAM, ZAHERALI	C
YR3600078	2023/09/21	NOTICE		1000093910 ONTARIO INC.	PEAKHILL CAPITAL INC.	C
YR3606992	2023/10/11	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	KSV RESTRUCTURING INC.	

This is Exhibit "J" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

Properties

PIN 03221 - 0039 LT Interest/Estate Fee Simple
Description PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN
Address 20 REGINA ROAD
VAUGHAN

Chargor(s)

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

Name 1000093910 ONTARIO INC.
Address for Service 20 Caldari Road
Concord, Ontario
L4K 4N8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Chargee(s) Capacity Share

Name VISRAM, ZAHERALI Registered Owner
Address for Service 7 Laredo Court
Toronto, Ontario
M2M 4H7

Statements

Schedule: See Schedules

Provisions

Principal \$4,000,000.00 Currency CDN
Calculation Period monthly
Balance Due Date
Interest Rate 12.25%
Payments
Interest Adjustment Date 2022 04 14
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount See standard charge terms
Guarantor RAVI AURORA, AKASH AURORA, NAKUL AURORA

Signed By

Philip Warren Thompson 417 Mary St. N acting for Signed 2023 08 08
Oshawa
L1G 5E2
Chargor(s)

Tel 416-816-4479

Fax

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

Submitted By

PHIL THOMPSON PROFESSIONAL CORPORATION 417 Mary St. N 2023 08 08
Oshawa
L1G 5E2

Tel 416-816-4479

Fax

Fees/Taxes/Payment

Statutory Registration Fee \$69.00

Fees/Taxes/Payment

<i>Total Paid</i>	\$69.00
-------------------	---------

File Number

Chargee Client File Number : 6330

SCHEDULE "A"

ADDITIONAL PROVISIONS/CLAUSES

For the purpose of this Mortgage (the "Mortgage"), the terms "Charge", "Chargor" and "Chargee" shall also mean "Mortgage", "Mortgagor" and "Mortgagee". "Property" or "Lands" shall mean the lands (which term shall include all buildings situate thereon, now or in the future) and premises secured hereunder and, if applicable, are the premises described in Box 5 of page 1 of the Charge/Mortgage herein. Headings in this Charge do not form part of the Charge but are used only for easy reference.

COLLATERAL SECURITY

This Charge secures all liabilities or obligations of the Chargor to the Chargee(s) of any kind whatsoever now or hereafter owing under and pursuant to the Loan Agreement between them dated March 28, 2022 ("Loan Document").

CONFLICT/AMBIGUITY

In the event of conflict between Loan Document and the provisions of this Charge, the provisions in the Loan Document shall prevail.

In the event of any conflict between the interest rate and payments terms provided for in this Charge and any Loan Document, the provisions in the Loan Document shall prevail.

STANDARD CHARGE TERMS

The Chargor acknowledges a receipt of a copy of the standard charge terms set out in the attached Charge.

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall prevail.

DUE ON DEMAND

Except as otherwise set out in the Loan Document all sums secured by this Mortgage are due and payable on demand.

NON-TRANSFERABLE/NON-ASSUMABLE

This Charge is non-transferable and non-assumable. In the event of the Chargor selling, transferring or conveying title to all or any part of the Lands, or if there is a change in the beneficial ownership of the Chargor or the Lands, this Charge and all sums secured hereby will become due and payable.

It is understood and agreed that any such a transfer shall not relieve the Chargor from any of its obligations hereunder.

PREPAYMENT PRIVILEGE

The Chargor may repay the loan in full at any time on one month's prior written notice and with one month's interest on the principal amount of the loan.

APPLICATION OF PAYMENTS

All payments received hereunder shall be applied in the following order: (i) all reasonable recoverable costs, expenses and third-party payments of the Chargee in relation to this Charge and the Lands including reasonable legal fees on a solicitor and his own client basis; (ii) administration and other fees due to the Chargee; (iii) interest owing; and (iv) principal owing.

FURTHER ENCUMBRANCES

The Chargor shall not grant or permit any further Charges, charges, or encumbrances of any nature to be registered against the Lands without the prior consent in writing of Chargee, which may not be unreasonably withheld, and in the event of breach of this covenant the Chargee shall be entitled to commence default proceedings.

NOT PERMIT OTHER DEFAULTS

The Chargor shall not (i) default in payment of any other charge, mortgage or encumbrance of any nature registered against the Land; (ii) default in payment of any liability, obligation, payable, remittance, or withholding of the Chargor that will because of such non-payment become a lien, charge, or encumbrance on the Land whether in priority to this Charge or not, including but not limited to municipal taxes, utilities, priority payables, and construction liens; nor (iii) default in performance of any obligation, covenant, representation, or warranty under any other security or security document provided to the Chargor under the Loan Document.

NON-TENANCY

The Chargor covenants not to enter into a tenancy agreement prior to registration hereof and agrees with respect to any tenancy agreement entered into prior to discharge of this Charge to incorporate an acknowledgment of priority by the lessee of the terms and provisions of this Charge including without limitation to generality an acknowledgment by the lessee thereunder that the Chargee's right to possession will not be bound by or subject to the residential tenancy provisions of the *Residential Tenancies Act*, as amended from time to time.

ASSIGNMENT OF RENTS

As additional security, in consideration of the sum of One Dollar and other good and valuable consideration now paid by the Chargee to the Chargor (the receipt whereof is hereby acknowledged) the Chargor hereby gives, grants, assigns, transfers and sets over unto the Chargee all rents, both present and future, payable under any leases and agreements now or hereafter affecting the Property together with all rights, benefit and advantage to be derived therefrom to have and to hold the same unto the Chargee, its successors and assigns, absolutely.

The Chargor will provide the Chargee with an up-to-date rent roll in a form reasonably required by the Chargee, and copies of all lease or written tenancy documents, on request.

SECURITY INTEREST IN CHATTELS

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Property and owned by the Chargor, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the indebtedness hereinbefore mentioned.

The Chargor covenants and agrees to execute and deliver to the Chargee, on demand, a security interest in all chattels, furnishings, equipment, appliances and all other personal property owned now or in the future by the Chargor and situate in or about the Property. The form and content of such security interest shall be acceptable to the Chargee. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of the security interest and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charged hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.

POST-DATED CHEQUES

It is a condition of this Charge that the Chargor provide annual series of post-dated cheques for all regular payments falling due hereunder. Failure to provide post-dated cheques will result in default and the Chargee will be entitled to commence default proceedings.

NSF FEE

The Chargee shall be entitled to an administrative fee of \$350.00 plus HST in the event any payment hereunder shall be returned unpaid by the Chargor's bank for any reason or payments not received on payments date(s).

TAX RECEIPTS

Proof of payment of property taxes are to be provided to the Chargee on a yearly basis. The Chargee shall have the option, to be exercised in its sole discretion, to pay the property taxes directly and have the Chargor reimburse the amount of such payment forthwith after payment by the Chargee. In the event of the failure of the Chargor to comply with this covenant as aforementioned the Chargee shall be entitled to charge a reasonable administration fee for each written enquiry directed to such taxing authority, or the relevant taxation office for the purpose of ascertaining the status of the tax account pertaining to the Property, together with any costs payable to the said taxing authority for such information. Such administration fee is hereby agreed to be a fair and equitable one under the circumstances and is intended to cover the Chargee's administrative costs and shall not be deemed a penalty.

CHARGE STATEMENTS

In the event the Chargee is required to provide a Charge statement, there shall be an administrative fee of \$350.00 plus HST for each such statement.

DISCHARGE

The Chargee shall be entitled to prepare or have its solicitors prepare a discharge or assignment of Charge and any other documents necessary to release or assign any security held by the Chargee and shall have a reasonable time after payment of the Charge debt in full within which to prepare, execute and deliver such documents. A discharge fee in the amount of \$500.00 plus HST, in addition to all other expenses in connection with the preparation, review, execution and delivery of such documents shall be paid by the Chargor to the Chargee.

ADMINISTRATION FEES

In the event of non-payment of the foregoing administrative fees, the amount due shall be added to the principal balance outstanding and shall earn interest pursuant to the provisions herein set out. HST will be charged on all administrative fees.

INSURANCE

Chargee to be loss payee in accordance with standard mortgage insurance clause on the Lands as confirmed by certificates for coverage satisfactory to the Lender including property, casualty, and liability for an amount no less than the amount owing under the Charge and all prior mortgages, charges, liens or encumbrances; such insurance to be maintained in good standing and proof thereof to be provided on request.

The Chargor will at the option of the Chargee and at the Chargee's expense purchase title insurance in favour of the Chargee on the Lands for an amount no less than the principal sum secured hereunder and will provide proof of coverage and payment on request from the Chargee.

In the event that the Chargee deems it necessary to arrange for insurance to be placed for the Lands, any amount paid by the Chargee therefore shall be forthwith payable by the Chargor(s) to the Chargee with interest and shall be part of the indebtedness secured by the Charge bearing interest at the rate set out in the Charge. The Chargor(s) shall also pay to the Chargee a fee in the amount

of \$350.00 plus HST on each occasion on which the Chargee so arranges the placement of Insurance.

INSPECTION

The Chargee may, in the event of default by the Chargor(s) of any obligation under the Charge, or whenever the Chargee deems it necessary, itself or by its agent enter upon the subject property and inspect the same and the reasonable costs of such inspection including without limitation an inspection fee of \$350.00 plus HST each time shall be forthwith payable by the Chargor(s) to the Chargee

ADDITIONAL INTEREST

For the purpose of calculation of interest, any payment of principal received after 2:00 p.m. shall be deemed to have been received on the next following banking day.

“PRIME” OR “PRIME RATE”

Except as otherwise set out in any promissory note, loan agreement or other instrument or agreement between the Chargor and the Chargee(s), “Prime” or “Prime Rate” when used in relation to this Charge or any sum secured hereunder means the prime commercial lending rate of the The Toronto-Dominion Bank as quoted to its customers in Toronto, Ontario from time to time fluctuating as and when the said bank changes that rate.

DUE ON DEFAULT

It is understood and agreed by the Chargor that should the Chargor be in default under the existing Charges registered against title to the Property and should the property taxes be in arrears and written notice has been provided to the borrower within the time specified in the notice and if the borrower does not comply, borrower shall be in default, then the Chargor shall be in default hereunder this Charge.

ADMINISTRATION FEE ON DEFAULT

If the Chargee takes any proceeding pursuant to the Charge by reason of the Chargor’s default, the Chargee shall be entitled to add to the Charge debt a service and administration fee of \$500.00 plus HST in addition to all other fees, claims or demands to which the Chargee is also entitled.

ASSIGNMENT, TRANSFER, SALE BY CHARGE

The Chargee has the right to assign, transfer or sell this Charge to any bank, trust company, company or other person without the consent of the Chargor.

ADDITIONAL COVENANTS

The Chargor shall diligently defend its title to the Property against the claims of all persons whomsoever. The Chargor will diligently maintain, repair and keep in good order and condition the Property and all buildings situate thereon and will carry on and conduct or will cause to be carried on and conducted its business as presently carried on in a proper and efficient manner.

POSSESSION

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the Property free from all manner of former conveyances, Charges, charges or encumbrances without the suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

RECEIVERSHIP

If the Chargee becomes entitled to enter into possession of the Property the Chargee may in its discretion with or without entering the Property or any part thereof, by writing, appoint a receiver

of the Property or any part thereof and of the rents and profits thereof and with or without security and may from time to time remove any receiver with or without appointing another in its stead, and in making such appointment or appointments the Chargee shall be deemed to be acting for the Chargor. Upon the appointment of any such receiver or receivers from time to time, and subject to the provisions of the instruments appointing such receiver, the following provisions shall apply:

- (a) Every such receiver may, in the discretion of the Chargee and by writing, be vested with all or any of the powers and discretions of the Chargee;
- (b) Every such receiver, so far as concerns the responsibility of its acts or omissions, be deemed the agent or attorney of the Chargor and not the agent of the Chargee (unless specifically appointed by the Chargee as the agent of the Chargee);
- (c) The appointment of every such receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver shall not have the effect of constituting the Chargee a Chargee in possession in respect of the Property or any part thereof;
- (d) Every receiver shall be the irrevocable agent or attorney of the Chargor (unless the Chargee specifically appoints such receiver as the agent for the Chargee) for the collection of all rents falling due in respect of the Property or any part thereof whether in respect of any tenancies created in priority to the Charge or subsequent thereto;
- (e) Every such receiver shall from time to time have the power to lease any portion of the Property which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent for the Chargor (unless specifically appointed by the Chargee as the agent or the Chargee) and such receiver shall have authority to execute under seal any lease of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the Property;
- (f) Every such receiver shall have full power to manage, operate, amend, repair, alter or extend the Property or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the Property or any part thereof; and
- (g) The Chargee may from time to time by writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the receipts from the Property or the proceeds thereof. No such receiver shall be liable to the Chargor to account for monies or damages other than cash received by him in respect of the Property or any part thereof and every such receiver shall apply such cash so received to pay in the following order:
 - i. Its commission or remuneration as receiver;
 - ii. All expenses properly made or incurred by the receiver in connection with the management, operation, amendment, repair, alteration or extension of the Property or any part thereof;
 - iii. Money which may from time to time be or become charged on the Property in priority to this Charge, and all taxes, rates, assessments, insurance premiums and every other proper expenditure made or incurred by it in respect of the Property or any part thereof;
 - iv. In keeping in good standing all charges on the Property prior to this Charge;
 - v. The Chargee in payment of all interest due or falling due under this Charge and the balance to be applied upon principal due and payable and secured by this Charge;
 - vi. The Charge balance should be all sums now or hereafter at any time owing to the Chargee or any other shareholders of the Chargor.

- vii. Thereafter any surplus remaining in the hands of every such receiver to the Chargor or its assigns.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee acting reasonably, enter upon the Property to inspect the Property and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Property to conduct any environmental testing, site assessment, investigation or study deemed necessary the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Charge rate, shall be payable by the Chargor forthwith and shall be a charge upon the Property. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the Property.

In consideration of the advance of funds by the Chargee, the Chargor and the Guarantor (if applicable) hereby agree that, in addition to any liability imposed on the Chargor and Guarantor under any instrument evidencing or securing the loan indebtedness, the Chargor and Guarantor shall be jointly and severally liable for any and all of the cost, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the loan and any other existing obligations of the Chargor and Guarantor to the Chargee in respect of the loan and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

Except as disclosed in writing to the Chargee, the Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Property or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever (including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee with the consent of the Chargor (which consent shall not be unreasonably withheld) which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of; the presence on or under, or the discharge, emission, spill or disposal from, the Property or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Property. The provisions of and undertakings and indemnification set out in this section shall survive the satisfaction and release of the security documents delivered by the Chargor in connection with this Charge and payment and satisfaction of the Charge and liability of the Chargor to the Chargee pursuant to this Agreement. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assignees of the Charge. For the purposes of this section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Charge and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

BREACH OF COVENANT

A breach of any covenant contained in this Charge shall constitute a default hereunder and at the option of the Chargee, it may avail itself of the remedies contained in this Charge or available at law.

SEVERABILITY

If any covenant, obligation or provision contained in this Charge, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Charge or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of this Charge shall be separately valid and enforceable to the fullest extent permitted by law.

**NOTE: THE CHARGEES RESERVES THE RIGHT TO CHARGE REASONABLE FEES
FOR OTHER ADMINISTRATIVE SERVICES.**

This is Exhibit “K” referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

Properties

PIN 03221 - 0039 LT
Description PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262 VAUGHAN
Address 20 REGINA ROAD
VAUGHAN

Consideration

Consideration \$0.00

Applicant(s)

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

Name 1000093910 ONTARIO INC.
Address for Service 20 Caldari Road
Concord, Ontario
L4K 4N8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Party To(s) Capacity Share

Name VISRAM, ZAHERALI
Address for Service 7 Laredo Court, Toronto, ON M2M 4H7

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
This notice may be deleted by the Land Registrar when the registered instrument, YR3582894 registered on 2023/08/08 to which this notice relates is deleted
Schedule: The Applicant requests an amendment to Charge No. YR35828984 as follows: the Principal is increased from \$4,000,000.00 to \$8,000,000.00; the Charge secures all liabilities or obligations of the Chargor to the Chargee of any kind whatsoever now or hereafter owing including but not limited to under and pursuant to the Loan Agreement March 28, 2022, the Guarantee dated September 15, 2023 and the Security Amending Agreement dated September 15, 2023.

Signed By

Philip Warren Thompson 417 Mary St. N acting for Signed 2023 09 15
Oshawa
L1G 5E2 Applicant(s)
Tel 416-816-4479
Fax
I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

PHIL THOMPSON PROFESSIONAL CORPORATION 417 Mary St. N 2023 09 18
Oshawa
L1G 5E2
Tel 416-816-4479
Fax

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

File Number

Party To Client File Number : 6330

This is Exhibit "L" referred to in the
Affidavit of Johnson Ching Fung Yu
sworn before me on June 5, 2024 via video conference

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

A Commissioner for Taking Affidavits, etc.
Ran He (LSO #72243P)

Court File No.: CV-23-00004031-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

WEDNESDAY, THE 13TH

)

JUSTICE LAVINE

)

DAY OF SEPTEMBER, 2023

BETWEEN:



PEAKHILL CAPITAL INC.

Applicant

-and-

1000093910 ONTARIO INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c.B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Peakhill Capital Inc. ("Peakhill" or the "Lender") 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 KSV Restructuring Inc. ("KSV") as receiver and manager (in such capacities, the "Receiver") over the Respondent, 1000093910 Ontario Inc. (the "Debtor"), and all of the assets, undertakings and properties of the Debtor, including the property municipally known as 20 Regina Road, Vaughan, Ontario (the "Property") with the legal description set out in Schedule "A", and all other property, assets and undertakings relating

thereto, acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day by way of video-conference.

ON READING the affidavit of Remy Caruso dated August 29, 2023 and the Exhibits thereto, on consent of the Applicant and the Respondent and on hearing the submissions of counsel acting for the Applicant, the Respondent and such other parties as were present, and on reading the consent of KSV to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, over the Debtor and 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, and including the Property set out in Schedule "A" and all proceeds thereof.

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 undertake environmental assessments of the Property;
- (j) 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;

- (k) 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;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; 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;
- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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;

- (q) 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.
- (t) 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, limited partners and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the 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 \$500,000.00 (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 "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

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: <https://www.ksvadvisory.com/experience/case/1000093910Ontario>.

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.

RETENTION OF LAWYERS

27. **THIS COURT ORDERS** that the Receiver may retain lawyers, including the Applicant's lawyers, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such lawyers may be the lawyers for the Applicant herein, in respect of any aspect, where the Receiver is satisfied that there is no actual or potential conflict of interest.

GENERAL

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

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

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

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

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a 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.

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



The Honourable Justice S. Lavine

SCHEDULE "A" THE PROPERTY

PIN: 03221-0039 (LT)

DESCRIPTION: PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T
LT576260,LT576262 VAUGHAN

Address: 20 Regina Road, Vaughan, Ontario

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the "**Receiver**") over 1000093910 Ontario Inc. (the "**Debtor**") and all of the assets, undertakings and property of the Debtor municipally known as 20 Regina Road, Vaughan, Ontario (the "**Property**"), appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the _____, 2023 (the "**Order**") made in an application having Court file number CV-_____, 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__.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Debtor, and not in its
personal capacity

Per: _____

Name: Noah Goldstein

Title: Managing Director

PEAKHILL CAPITAL INC. - and- 1000093910 ONTARIO INC.

Applicant

Respondent

Court File No.: CV-23-00004031-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT NEWMARKET

ORDER

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Lawyers for the Applicant

PEAKHILL CAPITAL INC.
Applicant

v.

1000093910 ONTARIO INC.
Respondent

Court File No. CV-23-00004031-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
NEWMARKET

**RESPONDING MOTION RECORD OF 20
REGINA JV LTD**

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