

Court File No.: 31-2610052

Estate No. 31-2610052

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF **YUAN HUA (MIKE) WANG**

APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

Court File No. CV-18-608313-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **FORME DEVELOPMENT GROUP INC.** AND OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDE

**MOTION RECORD OF**  
**FERINA CONSTRUCTION LIMITED**  
**(Motion returnable February 20, 2020)**

February 19, 2020

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**TO: THIS HONOURABLE COURT**

**AND TO: THE PARTIES ON THE SERVICE LIST ATTACHED**

**ONTARIO  
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ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
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THE OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO

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## INDEX

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### DOCUMENT

- 1 Notice of Motion dated February 19, 2020
- 2 Affidavit of Gloria Kalkounis sworn February 19, 2020

### Exhibits

- A Copy of e-mail from Johnathan Joffe to Alexander Soutter dated January 7, 2020
  - B Copy of Affidavit of Gloria Kalkounis sworn June 28, 2019 (with exhibits “B” and “C”)
  - C Copy of e-mail from Sean Zweig of Bennett Jones to D.J. Miller and to Alexander Soutter of Thornton Grout Finnigan LLP dated February 4, 2020
- 3 Draft Order

# TAB 1

Court File No.: 31-2610052  
Estate No. 31-2610052

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF **YUAN HUA (MIKE) WANG**

APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

Court File No. CV-18-608313-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **FORME DEVELOPMENT GROUP INC.** AND OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**NOTICE OF MOTION**

The moving party, Ferina Construction Limited ("**Ferina**"), will make a Motion to a Judge presiding over the Commercial List, on Thursday, February 20, 2020 at 10:00 a.m., or as soon after that time as the motion can be heard at 330 University Avenue, Toronto.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

1. A declaration that the period during which a proposal may be filed in the Matter of the Notice of Intention to Make a Proposal of Yuan Hua (Mike) Wang (the “**BIA Proceeding**”) is terminated;
2. An order substituting KSV Kofman Inc. (“**KSV**”) as trustee of the bankruptcy estate of Yuan Hua (Mike) Wang (“**Wang**”) with Bennett Jones LLP as the trustee’s counsel;
3. An order that any Proof of Claim in respect of Wang Claims (as defined in the Claims Procedure Order dated October 22, 2019) (the “**Claims Procedure Order**”) delivered to the Monitor on or before January 10, 2020 within the CCAA Proceeding (as hereinafter defined) be deemed to be a Proof of Claim filed in the BIA Proceeding;
4. Such further and other relief as to this Honourable Court may seem just.

**THE GROUNDS FOR THE MOTION ARE:**

5. On November 30, 2018, Forme Development Group Inc. and a number of affiliated entities were granted protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”).
6. The stay of proceedings in the CCAA Proceeding (the “**CCAA Proceeding**”) was expanded to include claims against Wang personally. Wang sought the benefit of a stay of proceedings in order to prevent creditors from pursuing their individual rights against him, and

purportedly to use the proceeds of sale generated within the CCAA Proceeding to repay his creditors, including creditors with guarantee claims against him;

7. The Initial Order dated November 30, 2018 in the CCAA Proceeding appointed KSV as “super” Monitor in order to respond to concerns raised by mortgagees of the Applicants, including with respect to Wang’s management of the Applicants;

8. Ferina was a secured creditor of one of the Applicants in the CCAA Proceeding, 3310 Kingston Development Inc., pursuant to a mortgage. The property subject to the mortgage was sold within the CCAA proceeding, and nominal proceeds of sale were received by Ferina as second mortgagee, after payment of amounts owing to the prior-ranking mortgagee on the property;

9. Ferina is also an unsecured creditor of Wang pursuant to a written guarantee.

*The Undertaking*

10. In March 2019, in response to concerns raised by the Monitor regarding the conduct of Wang and certain companies affiliated with the Applicants (the “**Non-Applicants**”), Wang and the Non-Applicants executed an undertaking in favour of the Court (the “**Undertaking**”). The concerns identified by the Monitor included the level of communication, transparency, and lack of respect for the CCAA Proceeding displayed by Wang and other members of the Forme Group, and a risk that Wang could move funds out of the reach of his creditors;

11. The Undertaking was negotiated as between Wang, the Non-Applicants, the Monitor, and their respective counsel and was attached to and formed part of an Order issued by the Court in the CCAA proceeding;



12. The Undertaking provided, among other things, that
- (a) the real property of the Non-Applicants would be sold, and that the proceeds of such sales would be held in trust by the Non-Applicants' counsel, Cassels Brock & Blackwell LLP ("**CBB**");
  - (b) the sale proceeds would be used to repay the mortgagees of each Non-Applicant, and that any balance remaining would be paid to each Non-Applicant's other creditors pursuant to a Court-approved claims process conducted by the Monitor;
  - (c) the aggregate of any remaining surplus (the "**Surplus**") following such claims process would be used to pay all claims guaranteed by Wang, and that no amount of the Surplus would be received by Wang or any other entity without the consent of the Monitor or order of the Court;

*First Motion to Amend the Undertaking - Refused*

13. In June 2019, Wang brought a motion to amend the Undertaking to provide for the use of the Surplus to pay his personal litigation and insolvency counsel. After opposition from the Monitor and several mortgagees, Wang's motion was adjourned *sine die* pursuant to an endorsement of the Honourable Justice Hailey dated August 7, 2019. That endorsement required that Wang provide full financial disclosure of all of his assets, income and interests in order for the Monitor to consider any request that the Surplus be used to fund Wang's counsel;

14. Wang provided some financial disclosure, on a confidential basis, to the Monitor, however, the Monitor was unable to conclude that Wang lacked sufficient resources to pay for his own

counsel. Wang refused to submit to an examination by the Monitor and has never done so to this date;

*The Claims Process*

15. Pursuant to the Claims Procedure Order, a claims process was established in the CCAA Proceeding (the “**Claims Process**”). It was clearly contemplated that the Claims Process would be the sole mechanism by which all claims against Wang would be determined, and that was the stated purpose of calling for claims to be filed against Wang;

16. The Claims Process was the result of extensive negotiations between the Monitor, Wang (and his counsel at the time), and the stakeholders in the CCAA Proceeding;

17. Ferina participated in the discussions with the Monitor leading to the Claims Procedure Order and relied upon the terms of same in not taking other steps including a motion to lift the stay of proceedings in order to have its claim against Wang addressed;

18. The Claims Process required the Monitor and Wang to jointly accept, revise, or disallow a claim made against Wang (whether pursuant to a guarantee, or otherwise) by January 27, 2020. If Wang and the Monitor could not reach such a joint determination regarding a claim against him, Wang was required to bring a motion for such a determination;

19. Ferina filed a claim against Wang in the Claims Process;

20. On Friday, January 24, 2020, one business day before the deadline provided for in the Claims Process, Wang filed a Notice of Intention to Make a Proposal (the “**NOI**”);

21. Despite being aware of Ferina’s claim against him, Wang did not list Ferina as a creditor in the Statement of Affairs filed as part of the NOI;

22. On Monday, January 27, 2020, Wang wrote to the Monitor and advised that in his view all claims against him should be disallowed. Wang did not advise of any intention to comply with the Claims Process by bringing a motion to have any claim against him adjudicated by the Court or a claims officer (as provided for in the Claims Process);

23. Wang did not advise the Monitor that on Friday, January 24, 2020 he had filed an NOI;

*Second Attempt to Amend the Undertaking – Without Notice*

24. On January 30, 2020, without notice to the Monitor or Ferina or any other stakeholders in the proceeding, existing counsel and intended new counsel to the Non-Applicants and intended counsel to the NOI trustee attended before this Honourable Court on a 9:30 chambers appointment. Without any Notice of Motion or supporting Affidavit being provided to the Court, counsel requested an order amending the Undertaking;

25. The following day, still without notice to the Monitor or any stakeholder, counsel to the Non-Applicants (Larry Ellis of CBB) delivered a Motion Record to the Court and counsel from that firm re-attended to obtain the requested order. The Motion Record for this *ex parte* Order failed to disclose that, just one week earlier: (i) four of the Non-Applicants had filed assignments in bankruptcy, (i) Wang had filed an NOI, and that (iii) each of these facts remained hidden from the Monitor and all stakeholders on the Service List;

26. Larry Ellis moved from CBB (previously counsel to the Non-Applicants) and now practices with Miller Thompson LLP. Miller Thompson LLP now purports to act as counsel to Grant Thornton in its capacity as: (i) trustee in bankruptcy of the 4 Non-Applicants who filed assignments, and (ii) Proposal Trustee of Wang;

27. The amendment to the Undertaking obtained on an *ex parte* basis provided that the Surplus would be transferred from CBB and be held in trust by new counsel to the Non-Applicants, Gardiner Roberts LLP, with all professional fees to be paid from the Surplus;

*Wang Bankruptcy is Appropriate and Necessary*

28. The NOI Proceeding by Wang is merely the latest device employed by Wang to put his creditors to further inconvenience and expense, in an effort to avoid responsibility for claims against him. It is an attempt to assume control of all aspects of the determination of claims and distributions to creditors with *bona fide* claims – evidenced by an attempt to ignore and not include on the Statement of Affairs all creditors with claims filed in accordance with the Claims Procedure Order;

29. With the benefit of counsel, Wang participated in the negotiation of both the Undertaking and the Claims Process, and the related orders. The NOI Proceeding undermines the spirit and purpose of those orders, and is a thinly-veiled attempt to circumvent their underlying purpose, which is to: a) preserve the Surplus for the benefit of his creditors; and b) require a proper court-supervised determination of the claims against Wang;

30. The *ex parte* motion to amend the Undertaking and attempted transfer of the funds held by CBB to new counsel to the Non-Applicants was an attempt to put such funds in the hands of advisors who Wang believes would be more likely to implement his requests for any access to such funds;

31. Wang has a history of attempting to remove assets from the reach of his creditors and of failing to meet his disclosure obligations. The conduct detailed in the Third and Ninth Reports of the Monitor are clear examples of this;

32. A bankruptcy of Wang, with KSV as trustee, is the most appropriate forum for the transparent and proper determination of claims and distributions to creditors in these circumstances. It will ring-fence all insolvency and bankruptcy proceedings “under one roof”, is most consistent with the single-proceeding model for insolvency matters, will ensure that creditors have one source to go to for information and reporting, and ensure that the court officer and counsel undertaking the role of trustee and counsel to the trustee have the confidence of creditors. KSV is most familiar with Wang’s affairs and his relationship with the Applicants and Non-Applicants, is most familiar with the Undertaking which the parties are bound by, and is the most cost-effective party to act as trustee in bankruptcy;

33. There is no proposal that Wang can put forward that would provide a viable proposal that would provide more recovery for his creditors than would be available in a bankruptcy – a requirement for a proposal to be successful. Wang’s own evidence is that his only assets are the equity in the Non-Applicant companies, which will form part of the Surplus. The Surplus is already ear-marked by Court Order to be distributed to Wang’s creditors;

34. To the extent that Wang might have other assets, Wang has refused to submit to an examination by the Monitor that would reveal same. Upon bankruptcy, Wang can be examined pursuant to s.163 of the *Bankruptcy and Insolvency Act* to ensure that there is full disclosure of all assets and available sources of recovery for his creditors;

35. Wang cannot put forward a proposal that would be accepted by his creditors, as Ferina is not prepared to support any proposal put forward by Wang. The quantum of Ferina’s claim (alone) against Wang represents a veto over any proposal that might be presented, based on the claims of creditors listed in Wang’s Statement of Affairs;

*KSV Consents to Act as Trustee*

36. KSV has advised Ferina that it is prepared to act as the trustee in Wang's bankruptcy if the Order sought by Ferina is granted, and Bennett Jones has advised Ferina that it is prepared to act as the trustee's counsel in Wang's bankruptcy;

**Statutory Provisions**

37. Sections 4.02, 14.04, and 50.4(11) of the *Bankruptcy and Insolvency Act*;

38. Rules 2.03 and 37.14(1)(a) of the *Rules of Civil Procedure*; and,

39. Such further and other grounds as this Honourable Court may permit.

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

40. The Affidavit of Gloria Kalkounis, sworn on February 19, 2020;

41. The Reports of the Monitor filed in the CCAA Proceeding, including but not limited to the Third, Ninth and Twelfth Reports of the Monitor;

42. Such further and other evidence as this Honourable Court may permit.

February 19, 2020

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Lawyers for the Moving Party,  
Ferina Construction Limited

**TO: THE SERVICE LIST**

**SCHEDULE "A"**  
**THE APPLICANTS**

3310 Kingston Development Inc.

1296 Kennedy Development Inc.

1326 Wilson Development Inc.

5507 River Development Inc.

4439 John Development Inc.

2358825 Ontario Ltd.

250 Danforth Development Inc.

159 Carrville Development Inc.

169 Carrville Development Inc.

189 Carrville Development Inc.

27 Anglin Development Inc.

29 Anglin Development Inc.



APPLICATION UNDER the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c C-36, as amended  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **FORME DEVELOPMENT GROUP INC. et al**

Court File No.: CV-18-608313-00CL

APPLICATION UNDER the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c C-36, as amended  
AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF **YUAN HUA (MIKE) WANG**

Court File No.: 31-2610052  
Estate No. 31-2610052

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceedings commenced at Toronto

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**NOTICE OF MOTION**

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Lawyers for Ferina Construction Limited

# **TAB 2**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF **YUAN HUA (MIKE) WANG**

APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

Court File No. CV-18-608313-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **FORME DEVELOPMENT GROUP INC.** AND OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**AFFIDAVIT OF GLORIA KALKOUNIS**  
**(Sworn February 19, 2020)**

I, **GLORIA KALKOUNIS**, of the City of Toronto, in the Province of Ontario, **MAKE**

**OATH AND SAY AS FOLLOWS:**

1. I am a legal assistant with the law firm of Thornton Grout Finnigan LLP ("**TGF**"), counsel for Ferina Construction Limited ("**Ferina**") in this proceeding, and as such I have

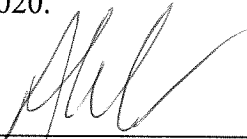
knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge I am advised by others so identified, and verily believe it to be true.

2. On January 7, 2020 Alexander Soutter, a lawyer with TGF, submitted a Proof of Claim on behalf of Ferina against Mike Wang in the proceedings commenced by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA Proceeding**") in accordance with the Claims Procedure Order dated October 22, 2019. The Proof of Claim filed by Ferina against Mr. Wang personally is in the amount of \$2,284,336.94. Now shown to me and marked as **Exhibit "A"** is a copy of the e-mail exchange between Mr. Soutter and the Monitor in the CCAA Proceeding (without attachments) confirming receipt of Ferina's Proof of Claim.
3. The written guarantee dated July 20, 2016 that forms the basis for Ferina's proof of claim against Mike Wang was previously filed with the Court as Exhibit "B" to an Affidavit I swore in this proceeding on June 28, 2019. The Monitor's position as to the validity and enforceability of the written guarantee held by Ferina was included as Exhibit "C" in that same Affidavit previously filed with the Court. A copy of my June 28, 2019 affidavit, together with Exhibits B and C thereto, are attached collectively as **Exhibit "B"**. (Exhibit "A" to my prior Affidavit was the mortgage in favour of Ferina, which is no longer relevant as the property over which it was registered has been sold in the CCAA Proceeding, and accordingly is not included again.)
4. I am advised by Mr. Soutter, and believe that on February 4, 2020, he was copied on an e-mail from counsel to the Monitor to the Service List in the CCAA Proceeding whereby Ferina and TGF learned for the first time that Mike Wang had filed a Notice of Intention

to Make a Proposal under the BIA. Now shown to me and marked as **Exhibit “C”** is a copy of that February 4<sup>th</sup> e-mail, together with a copy of Mr. Wang’s Notice of Intention to Make a Proposal. Other attachments to that email are not attached to this Affidavit.

5. I swear this affidavit in support of (i) the motion brought by the Monitor in the CCAA proceeding returnable February 20, 2020; and (ii) Ferina’s motion returnable on February 20, 2020 in respect of Mr. Wang’s Notice of Intention to Make a Proposal, and for no other or improper purpose.

**SWORN** before me at the City of Toronto,  
in the Province of Ontario, this 19<sup>th</sup> day of  
February, 2020.



\_\_\_\_\_  
Commissioner for Taking Affidavits, etc.

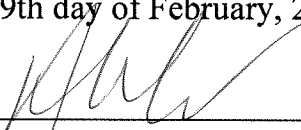
Alexander Soutter  
Barrister and Solicitor



\_\_\_\_\_  
**GLORIA KALKOUNIS**

# TAB A

This is Exhibit "A" referred to in the  
Affidavit of Gloria Kalkounis sworn before me  
this 19th day of February, 2020.



---

A Commissioner for taking affidavits

Alexander Soutter  
Barrister and Solicitor

## Gloria Kalkounis

---

**From:** Jonathan Joffe <jjoffe@ksvadvisory.com>  
**Sent:** January-07-20 5:50 PM  
**To:** Alexander Soutter  
**Cc:** 'NelmsA@bennettjones.com'; zweigs@bennettjones.com; D. J. Miller  
**Subject:** RE: Re Forme Development Group Inc, et al, CCAA Proceeding [IWOV-Client.FID121504]

Thanks Alexander, receipt confirmed.

---

**From:** Alexander Soutter [mailto:ASoutter@tgf.ca]  
**Sent:** January 7, 2020 5:48 PM  
**To:** Jonathan Joffe  
**Cc:** 'NelmsA@bennettjones.com'; zweigs@bennettjones.com; D. J. Miller  
**Subject:** Re Forme Development Group Inc, et al, CCAA Proceeding [IWOV-Client.FID121504]

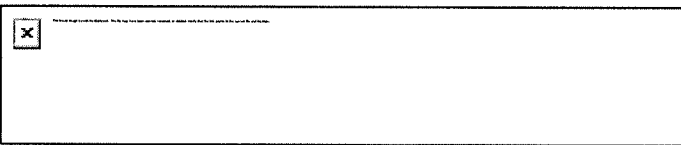
Dear Mr. Joffe,

We are the lawyers for Ferina Construction Limited (“**Ferina**”) in respect of the above matter.

Please find enclosed: Ferina’s Proof of Claim; an account statement dated December 30, 2019; and a copy of Mr. Wang’s guarantee in Ferina’s favour. Ferina’s Proof of Claim was not witnessed, however, we are familiar with Ms. Kudlac’s (Ferina’s President) signature and confirm it is hers. If you require a witnessed Proof of Claim, please let us know.

A copy of Ferina’s mortgage is not enclosed. We assume that enclosing a copy is not necessary as the Monitor already received one in advance of paying the proceeds of the sale of the Kingston Road property to Ferina.

Yours truly,



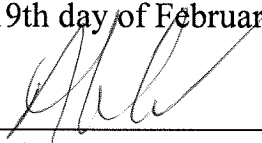
Alexander Soutter | [ASoutter@tgf.ca](mailto:ASoutter@tgf.ca) | Direct Line: +1 416-304-0595 | Thornton Grout Finnigan LLP | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | [www.tgf.ca](http://www.tgf.ca)

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# **TAB B**

This is Exhibit "B" referred to in the  
Affidavit of Gloria Kalkounis sworn before me  
this 19th day of February, 2020.



---

A Commissioner for taking affidavits

Alexander Soutter  
Barrister and Solicitor

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

BETWEEN:

**IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF FORME DEVELOPMENT GROUP INC.  
AND THE OTHER COMPANIES LISTED ON SCHEDULE "A"  
HERETO**

**APPLICATION UNDER THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AFFIDAVIT OF GLORIA KALKOUNIS  
(Sworn June 28, 2019)**

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

1. I am a legal assistant with the law firm of Thornton Grout Finnigan LLP ("**TGF**"), insolvency counsel for Ferina Construction Limited ("**Ferina**") in this proceeding, and as such I have knowledge of the matters to which I hereinafter depose.
2. Ferina holds a second-ranking mortgage (the "**Ferina Mortgage**") granted by 3310 Kingston Development Inc., an Applicant in the within proceedings, over properties municipally known as 3310, 3312, and 3314 Kingston Road, Toronto, Ontario (the "**Kingston Road Property**"). Attached hereto and marked as Exhibit "**A**" is a true copy of the Ferina Mortgage.

3. I am advised by Rose Kudlac, a director of Ferina, and do verily believe, that Yuan Hua Wang, also known as Mike Wang, executed and delivered a personal guarantee of the obligations of the mortgagor under the Ferina Mortgage by separate written guarantee, assignment and postponement dated July 20, 2016 in the principal amount of \$2,000,000 plus interest and costs (the “**Wang Guarantee**”). Delivery of the Wang Guarantee was a condition to Ferina advancing funds pursuant to the Ferina Mortgage. Attached hereto and marked as Exhibit “**B**” is a true copy of the Wang Guarantee.
  
4. I am advised by D.J. Miller, a partner of TGF, and do verily believe that on June 26, 2019, she had an email exchange with Sean Zweig of Bennett Jones LLP, counsel for the Monitor in these proceedings, regarding the Wang Guarantee. Now shown to me and marked as Exhibit “**C**” is a true copy of such email exchange.
  
5. I make this affidavit in response to Mr. Wang’s motion returnable on July 2, 2019.

SWORN before me at the City of Toronto,  
in the Province of Ontario, this 28<sup>th</sup> day of  
June, 2019.



\_\_\_\_\_  
Commissioner for Taking Affidavits, etc.

Roxana Gabriela Manea, a Commissioner, etc.,  
Province of Ontario, for  
Thornton Grout Finnigan LLP,  
Barristers and Solicitors.  
Expires June 6, 2021.



\_\_\_\_\_  
GLORIA KALKOUNIS

"B"

This is Exhibit.....referred to in the affidavit of Gloria Kalkonius sworn before me, this 28<sup>th</sup> day of June, 2019

*[Signature]*  
 A COMMISSIONER FOR TAKING AFFIDAVITS

**GUARANTEE**

TO: FERINA CONSTRUCTION LIMITED

AND TO: SCHNEIDER RUGGIERO LLP, its solicitors herein

FROM: YUAN HUA WANG (aka Mike Wang)

RE: Ferina Construction Limited (the "Ferina" or the "Lender") loan/mortgage to Kingston Development Inc. (the "Borrower") as guaranteed by Yuan Hua Wang (the "Guarantor"), pursuant to a Commitment Letter dated July 7, 2016 as it may be amended from time to time (the "Commitment") on the security of a second mortgage against those lands and premises municipally known as 3310-3312 and 3314 Kingston Road, Toronto, Ontario (the "Real Property")

Roxana Gabriela Manca, a Commissioner, etc.,  
 Province of Ontario, for  
 Thornton Groat Finnigan LLP,  
 Barristers and Solicitors.  
 Expires June 5, 2021.

IN CONSIDERATION of Ferina Construction Limited (the "Lender") dealing with 3310 Kingston Development Inc. (the "Borrower"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Lender of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Lender or remaining unpaid by the Borrower to the Lender, whether arising from dealings between the Borrower and the Lender or from any other dealings by which the Borrower may become in any manner whatever liable to the Lender either alone or jointly with any other corporation, person or persons or otherwise including all costs and disbursements incurred by the Lender with a view to recovering or attempting to recover said debts and liabilities (such debts and liabilities being herein called the "Guaranteed Liabilities") provided that the liability of the undersigned and of each of them, if more than one, is limited to \$2,000,000.00 of the loan amounts together with all costs, charges, expenses and interest accruing from date of demand for payment at the Prime Lending Rate plus 8.25% per annum. The Prime Lending Rate means the annual rate of interest which the Lender establishes and quotes from time to time as the reference rate of interest to determine interest rates it will charge at such time for variable rate commercial loans in Canadian dollars to its Borrowers in Canada and to which it may refer as its "prime rate" or "prime lending rate"; upon any change in the Prime Lending Rate, the rate of interest hereunder shall be adjusted automatically and without the necessity of any notice to the undersigned.

AND THE UNDERSIGNED and each of them, if more than one, hereby, jointly and severally agrees with the Lender as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them. For purposes of this Guarantee, Mike Wang is one and the same person as Yuan Hua Wang
2. This guarantee shall be a continuing guarantee of one hundred percent (100%) of the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Lender and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender.
3. The Lender shall not be bound to exhaust its recourse against the Borrower or others or any security or other guarantees before being entitled to payment from the Guarantor of the Guaranteed Liabilities and it shall not be obliged to deliver its security before its whole claim has been paid.
4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been duly made when delivered to or served at the address of the undersigned or such one of them last known to the Lender, on the third business day following posting if sent by regular mail, postage prepaid, to such address, or on the business day next following if sent by facsimile transmission.
5. In addition to the Lender's right to demand payment at any time, upon default in payment of any sum owing by the Borrower to the Lender at any time, the Lender may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account. A written

statement of the Lender as to the amount remaining unpaid to the Lender at any time by the Borrower shall, if agreed to by the Borrower, be conclusive evidence and shall, in any event, be prima facie evidence against the Guarantor as to the amount remaining unpaid to the Lender at such time by the Borrower.

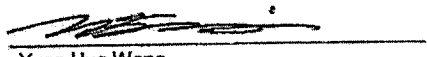
6. This guarantee shall be in addition to and not in substitution for any other guarantees or other security which the Lender may now or hereafter hold in respect of the Guaranteed Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other security or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon and no loss of or in respect of or unenforceability of any other guarantees or other security which the Lender may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Lender or otherwise, shall in any way limit or lessen the Guarantor's liability.
7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Lender may discontinue, reduce, increase or otherwise vary the credit of the Borrower, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Borrower and others, including the Guarantor and any other guarantor as the Lender may see fit, and the Lender may apply all money received from the Borrower or others or from security or guarantees upon such parts of the Guaranteed Liabilities as the Lender may see fit and change any such application in whole or in part from time to time.
8. Until repayment in full of all the Guaranteed Liabilities, all dividends, compositions, proceeds of security, security valued or payments received by the Lender from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the Bankruptcy or insolvency of the Borrower in competition with the Lender or have any right to be subrogated to the Lender.
9. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation, or by the sale of the Borrower's business or any part thereof or by the Borrower amalgamating with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether heretofore or thereafter incurred and in the case of a change in the membership of a Borrower which is a partnership or in the case of liabilities of the resulting partnership or corporation, the term "Borrower" shall include each such resulting partnership and corporation.
10. The Guarantor represents and warrants to the Lender that it is fully aware of the financial condition of the Borrower and agrees to monitor changes in the financial condition of the Borrower. The Guarantor acknowledges that the Lender has made no representations or warranties regarding the financial condition of the Borrower, that the Lender expressly disclaims any obligation to advise the Guarantor of any changes in the financial condition of the Borrower and hereby releases the Lender from any liability arising therefrom.
11. All advances, renewals and credits made or granted by the Lender to or for the Borrower after the death, loss of capacity, Bankruptcy or insolvency of the Borrower, but before the Lender has received notice thereof shall be deemed to form part of the Guaranteed Liabilities and all advances, renewals and credits obtained from the Lender by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Lender had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Lender on demand.
12. All debts and liabilities, present and future, of the Borrower to the Guarantor are hereby assigned to the Lender and postponed to the Guaranteed Liabilities and all money

received by the Guarantor in respect thereof shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Lender of all the Guaranteed Liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

13. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein and it is specifically agreed that the Lender shall not be bound by any representations or promises made by the Borrower to the Guarantor. Possession of this instrument by the Lender shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been fulfilled.
14. This guarantee shall be binding upon every signatory hereof notwithstanding the non-execution hereof or of a similar guarantee by any other proposed signatory or signatories.
15. This guarantee shall not be discharged or affected by the death of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Lender, its successors and assigns, and the Guarantor, its heirs, executors, administrators, successors and assigns.
16. This guarantee shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.
17. The undersigned is domiciled at 65 Ingram Road, Markham, Ontario L3S 4J9 (insert complete address) and will not change such domicile without providing the Lender with prior written notice setting forth its new domicile and the effective date of the change.
18. The Guarantor acknowledges having read this guarantee before signing it and declares that he/she/it understands the terms, conditions and undertakings contained herein. The Guarantor acknowledges receipt of a fully executed copy of this guarantee hereby waives any right to receive a copy of any financing statement, financing change statement or verification statement filed at any time in connection with this guarantee.

SIGNED by the Guarantor at Markham, this 20 day of July, 2016.

  
Witness:

  
Yuan Hua Wang

**Gloria Kalkounis**

This is Exhibit <sup>104</sup> referred to in the affidavit of Gloria Kalkounis sworn before me, this 26th day of June, 2019  
.....  
A COMMISSIONER FOR TAKING AFFIDAVITS

**From:** D. J. Miller  
**Sent:** June-26-19 9:14 PM  
**To:** Sean Zweig  
**Cc:** Alexander Soutter; Aiden Nelms; Robert D. Kofman (bkofman@ksvadvisory.com); David Sieradzki (dsieradzki@ksvadvisory.com)  
**Subject:** Re: Ferina Second Mortgage / Wang guarantee

Roxana Gabriela Manea, a Commissioner of the Province of Ontario, for Thornton Grout Finnigan LLP, Barristers and Solicitors. Expires June 5, 2021.

Thanks, Sean.

*D.J.*

D.J. Miller | [djmiller@tgf.ca](mailto:djmiller@tgf.ca) | Direct Line: 416-304-0559 | Thornton Grout Finnigan LLP | [www.tgf.ca](http://www.tgf.ca)



D. J. Miller | Direct Line: +1 416 304-0559 | Thornton Grout Finnigan LLP | [www.tgf.ca](http://www.tgf.ca)

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On Jun 26, 2019, at 8:30 PM, Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)> wrote:

D.J.,

We have reviewed the guarantee provided, and we have no issue with it. It appears to be valid and enforceable, subject to its terms (including the cap of \$2M, plus interest).

As we discussed, Mr. Wang will still be entitled to assert defences with respect to the guarantee if he so chooses, but based solely on the document provided, it appears to the Monitor that your client has a valid and enforceable guarantee.

<image001.png> **Sean Zweig**  
*Partner, Bennett Jones LLP*

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**From:** D. J. Miller <[DJMiller@tgf.ca](mailto:DJMiller@tgf.ca)>  
**Sent:** 26 June 2019 1:27 PM  
**To:** Sean Zweig <[ZweigS@bennettjones.com](mailto:ZweigS@bennettjones.com)>  
**Cc:** Alexander Soutter <[ASoutter@tgf.ca](mailto:ASoutter@tgf.ca)>  
**Subject:** Fwd: Ferina Second Mortgage / Wang guarantee

Sean: As discussed, attached please find the personal guarantee delivered by Mike Wang in favour of our client Ferina.



Could you please advise as to the Monitor's view on the validity and enforceability of the attached as against Mike Wang. Please advise if you require anything further in order to do so.

Thank you,

*D.J.*

**D.J. Miller** | [djmiller@tgf.ca](mailto:djmiller@tgf.ca) | Direct Line: 416-304-0559 | **Thornton Grout Finnigan LLP** | [www.tgf.ca](http://www.tgf.ca)



D. J. Miller | [DJMiller@tgf.ca](mailto:DJMiller@tgf.ca) | Direct Line: +1 416 304-0559 | Thornton Grout Finnigan LLP | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | [www.tgf.ca](http://www.tgf.ca)

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APPLICATION UNDER the Companies' Creditors Arrangement Act, R.S.C. 1985, c C-36, as amended  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FORME DEVELOPMENT GROUP INC. et  
al

Court File No.: CV-18-608313-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**AFFIDAVIT OF GLORIA KALKOUNIS  
(Sworn June 28, 2019)**

**Thornton Grout Finnigan LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Fax: (416) 304-1313

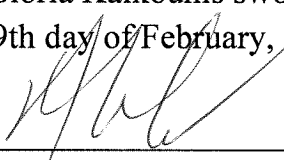
**D.J. Miller (LSO# 34393P)**  
Tel: (416) 304-0559  
Email: [djmillier@tgf.ca](mailto:djmillier@tgf.ca)

**Alexander Soutter (LSO# 74203T)**  
Tel: (416) 304-0595  
Email: [asoutter@tgf.ca](mailto:asoutter@tgf.ca)

Lawyers for Ferina Construction Limited

# TAB C

This is Exhibit "C" referred to in the  
Affidavit of Gloria Kalkounis sworn before me  
this 19th day of February, 2020.



---

A Commissioner for taking affidavits

Alexander Soutter  
Barrister and Solicitor

## Gloria Kalkounis

---

**From:** Sean Zweig <ZweigS@bennettjones.com>  
**Sent:** February-04-20 12:19 PM  
**To:** forte@gsnh.com; stam@gsnh.com; parent@gsnh.com; diane.winters@justice.gc.ca; Rakhee.bhandari@justice.gc.ca; kevin.ohara@ontario.ca; jeffreywlem@gmail.com; jeff.larry@paliarerland.com; max.starnino@paliarerland.com; irving@ontlaw.com; harvey@harveymandel.com; info@ocwlaw.com; george@chaitons.com; David.Cohen@gowlingwlg.com; clifton.prophet@gowlingwlg.com; dmichaud@robapp.com; jpreece@robapp.com; yuce@knightslpc.com; jmaclellan@blg.com; VCalvano@blg.com; tony@potestiolaw.com; scott@rflaw.ca; andrew@ungerlaw.ca; eli@ungerlaw.ca; ywang@hwlawyers.ca; D. J. Miller; sweisz@btzlaw.ca; Aiden Nelms; cfell@btzlaw.ca; jcarhart@millerthomson.com; jfried@mwb.ca; waseem@abrahamsllp.com; pingt.tan@gmail.com; cxu@moneybroker.ca; noah@vectorfinancialservices.com; mitchell@vectorfinancialservices.com; gruggiero@SRLawpractice.com; yizhoulawoffice@yahoo.ca; mark.hemingway@hometruster.ca; bpolisuk@garfinkle.com; rkwan@garfinkle.com; papaikonomou@sympatico.ca; KYason@CommunityTrust.ca; dmorrison@morrisonfinancial.com; aemer@morrisonfinancial.com; davidbyon2007@gmail.com; Devon@cransoncapital.com; robertx@dxfinance.ca; aslavens@torys.com; novamckay@msn.com; deltanica1968@gmail.com; jcmhope@gmail.com; beverleyb\_99@yahoo.com; aiyg88@hotmail.com; z\_henry@hotmail.com; Hu\_0201@Hotmail.com; meiminh@hotmail.com; celine7325@gmail.com; minglan@hotmail.com; lihary@yahoo.com; jameszhan71@gmail.com; gumin4218@gmail.com; xu\_huijuan@yahoo.ca; IvyChen168@gmail.com; trust.secure@gmail.com; whhk111@gmail.com; ray88xu@gmail.com; haibinhu6@hotmail.com; whsu2002@yahoo.ca; hchtrieu@gmail.com; rommiewen@hotmail.com; jameszhan71@gmail.com; janice\_zhang@hotmail.com; angelcj2012@gmail.com; yuanceci@yahoo.ca; catherinewang789@gmail.com; karenkingconsulting@gmail.com; dominic.amann@gmail.com; karenmcnair4@gmail.com; verakevic@gmail.com; mrjking@gmail.com; krish.nair.nh@gmail.com; maushirn@gmail.com; shar.champ@hotmail.com; timeless1515@gmail.com; darteh@yahoo.com; huiw775@hotmail.com; hanjie7963@gmail.com; wanjingyan@hotmail.com; yangruibox@yahoo.com; jinshan\_zhang@hotmail.com; janegao3@gmail.com; andyguca@gmail.com; richard.zhou28@gmail.com; angelcj2012@gmail.com; casslitman@litmanlaw.ca; maria.mouratidis@century21.ca; victor.bandiera@trisura.com; stuart.detsky@trisura.com; tomasz.stapf@gmail.com; dward@casselsbrock.com; lellis@casselsbrock.com; ecraddock@casselsbrock.com; Alexander Soutter; jbornstein@casselsbrock.com; jharnum@kmlaw.ca; avisheau@kmlaw.ca; rrspmortgagelegal@olympiustrust.com; johnsons@olympiustrust.com; luongj@olympiustrust.com; cho@laishleyreed.com; jasonhuang@lawyer.com; moonriver518@hotmail.com; Mike Wang  
**Cc:** Robert D. Kofman (bkofman@ksvadvisory.com); David Sieradzki (dsieradzki@ksvadvisory.com); Aiden Nelms; Wootton, Daniel; bsachdeva@millerthomson.com; sdecaria@millerthomson.com; cbesant@grllp.com  
**Subject:** Forme Development Group Inc. et al (Court File No. CV-18-608313-00CL)  
**Attachments:** Order - Mr. Justice Hainey - Dated January 31,2020.pdf; Bankruptcy Package - 19 Turff.pdf; Bankruptcy Package - 22 Old Kennedy.pdf; Bankruptcy package - 35 Thelma.pdf; Bankruptcy Package - 4550 Steeles.pdf; NOI Package - Yuan Hua Wang.pdf

All,

On January 31, 2020, the Monitor was advised that (i) each of 19 Turff Development Inc., 22 Old Kennedy Development Inc., 35 Thelma Development Inc., and 4550 Steeles Development Inc. filed an assignment and became bankrupt on January 28, 2020, and (ii) Yuan Hua (Mike) Wang filed a Notice of Intention to Make a Proposal on January 24, 2020. Grant Thornton Limited ("GT") was appointed as trustee in each. In the case of the four bankruptcies, GT's appointment is subject to affirmation at the first meeting of creditors which are being convened at GT's offices on February 13, 2020 commencing at 9:00am. Copies of the bankruptcy and NOI packages are attached for your reference.

In addition, on February 3, 2020, the Monitor was advised that on January 30, 2020, at a 9:30 Chambers appointment that the Monitor was not given any notice of, the Court agreed to sign an order amending the Undertaking to replace all references of "Cassels Brock & Blackwell LLP" ("CBB") (as legal counsel to the Non-Applicants) to "Gardiner Roberts LLP". On January 31, 2020, the Court signed the attached order.

The Monitor was not consulted (or even provided advance notice) with respect to any of the foregoing, and is currently attempting to gather additional information and meet with GT. The Monitor intends to report with respect to these developments in connection with the next hearing currently scheduled for February 20, 2020. At that hearing, the Monitor will seek, among other things, an extension of the stay of proceeding in the CCAA proceeding. Notwithstanding the January 31 Order amending the Undertaking, the Monitor has advised GT and CBB that no funds presently being held by CBB pursuant to the Undertaking are to be transferred from CBB's trust account to Gardiner Roberts (or otherwise) until further notice from the Monitor.



**Sean Zweig**  
**Partner\*, Bennett Jones LLP**  
**\*Denotes Professional Corporation**

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)  
E. [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

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District of: Ontario  
Division No. 09 - Toronto  
Court No.  
Estate No.

- FORM 33 -  
Notice of Intention To Make a Proposal  
(Subsection 50.4(1) of the Act)

In the matter of the proposal of  
Yuan Hua (Mike) Wang  
of the City of Markham, in the Province of Ontario

Take notice that:

1. I, Yuan Hua (Mike) Wang, an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Grant Thornton Limited of 11th Floor, 200 King Street West, Box 11, Toronto, ON, M5H 3T4, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Toronto in the Province of Ontario, this 24th day of January 2020.



---

Yuan Hua (Mike) Wang  
Insolvent Person

To be completed by Official Receiver:

---

Filing Date

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Official Receiver

District of: Ontario  
Division No. 09 - Toronto  
Court No.  
Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal  
(Subsection 50.4(1) of the Act)

In the matter of the proposal of  
Yuan Hua (Mike) Wang  
of the City of Markham, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
348 Mortgage	20 Adelaide St E Toronto ON M5C 2T6		1,554,750.00
Capital One	161 Baay St., Suite 1800 Toronto ON M5J 2S1		1,672.54
CIBC Line of Credit	Commer Court West 56 Toronto ON M5L 1A2		1,775.74
HOME TRUST CORPORATION	145 KING STREET WEST AUIITE 1910 Toronto ON M5H 1J8		355,576.65
HOME TRUST CORPORATION	145 KING STREET WEST AUIITE 1910 Toronto ON M5H 1J8		562,903.80
RBC - Avion Visa Infinite	180 Wellington St. West Toronto ON M5J 1J1		87,001.12
RBC Homeline Plan Credit Line	180 Wellington St. W Toronto ON M5J 1J1		24,697.11
RBC Mortgage Loan Conventional	180 Wellington St. W. Toronto ON M5J 1J1		338,262.20
RBC Visa Business	180 Wellington St. W Toronto ON M5J 1J1		34,875.74
TD Aeroplan Visa Platinum	66 Wellington St. W Toronto ON M5K 1A1		4,833.86
<b>Total</b>			<b>2,966,348.76</b>



Yuan Hua (Mike) Wang  
Insolvent Person



Court No.

File No.

---

In the matter of the proposal of  
Yuan Hua (Mike) Wang  
of the City of Markham, in the Province of Ontario

---

Form 33  
Notice of intention to make a proposal

---

Grant Thornton Limited - Licensed Insolvency  
Trustee  
11th Floor, 200 King Street West, Box 11  
Toronto ON M5H 3T4  
Phone: (416) 366-0100 Fax: (416) 360-4948



Industry Canada

Industrie Canada

Office of the Superintendent  
of Bankruptcy Canada

Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Toronto  
Court No. 31-2610052  
Estate No. 31-2610052

In the Matter of the Notice of Intention to make a  
proposal of:

Yuan Hua (Mike) Wang  
Insolvent Person

**GRANT THORNTON LIMITED**  
Licensed Insolvency Trustee

---

Date of the Notice of Intention: January 27, 2020

---

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

---

Date: January 28, 2020, 10:33

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

- Proposal Consent -  
In the matter of the proposal of  
Yuan Hua (Mike) Wang  
of the City of Markham, in the Province of Ontario

To whom it may concern,

This is to advise that we hereby consent to act as trustee under the Bankruptcy and Insolvency Act for the proposal of Yuan Hua (Mike) Wang.

Dated at the City of Toronto in the Province of Ontario, this 24th day of January 2020.

Grant Thornton Limited - Licensed Insolvency Trustee

Per:



---

Daniel Wootton - Licensed Insolvency Trustee  
11th Floor, 200 King Street West, Box 11  
Toronto ON M5H 3T4  
Phone: (416) 366-0100 Fax: (416) 360-4948

APPLICATION UNDER the Companies' Creditors Arrangement Act, R.S.C. 1985, cC-36, as amended  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FORME DEVELOPMENT GROUP INC. et  
al

Court File No.: CV-18-608313-00CL

APPLICATION UNDER the Bankruptcy and Insolvency Act, R.S.C. 1985, cC-36, as amended  
AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF YUAN HUA (MIKE) WANG  
Court File No.: 31-2610052, Estate No.: 31-2610052

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**AFFIDAVIT OF GLORIA KALKOUNIS**  
**(Sworn February 19, 2020)**

**Thornton Grout Finnigan LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Fax: (416) 304-1313

**D.J. Miller (LSO# 34393P)**  
Tel: (416) 304-0559  
Email: [djmiller@tgf.ca](mailto:djmiller@tgf.ca)

**Alexander Soutter (LSO# 74203T)**  
Tel: (416) 304-0595  
Email: [asoutter@tgf.ca](mailto:asoutter@tgf.ca)

Lawyers for Ferina Construction Limited

# **TAB 3**

Court File No.: 31-2610052  
Estate No. 31-2610052

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

THE HONOURABLE MR. ) THURSDAY, THE 20<sup>TH</sup>  
 )  
JUSTICE HAINEY ) DAY OF FEBRUARY, 2020

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY*  
*ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF **YUAN HUA (MIKE) WANG**

APPLICATION UNDER THE *BANKRUPTCY AND*  
*INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

Court File No. CV-18-608313-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

THE HONOURABLE MR. ) THURSDAY, THE 20<sup>TH</sup>  
 )  
JUSTICE HAINEY ) DAY OF FEBRUARY, 2020

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF **FORME DEVELOPMENT GROUP**  
**INC.** AND OTHER COMPANIES LISTED ON SCHEDULE "A"  
HERETO

APPLICATION UNDER THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**ORDER  
(TERMINATE NOI AND SUBSTITUTE TRUSTEE)**

THIS MOTION made by Ferina Construction Limited for an order: i) terminating the period described in s.50.4(8) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”); ii) substituting KSV Kofman Inc. (“**KSV**”) as trustee of the bankruptcy estate of Yuan Hua (Mike) Wang (“**Wang**”) with Bennett Jones LLP as the trustee’s counsel, and iii) ordering that any Proof of Claim in respect of Wang Claims (as defined in the Claims Procedure Order dated October 22, 2019) (the “**Claims Procedure Order**”) delivered to the Monitor on or before January 10, 2020 within the CCAA Proceeding (as hereinafter defined) is deemed to be a Proof of Claim filed in the BIA Proceeding (as hereinafter defined) was heard this day at the court house, 330 University Avenue, Toronto, Ontario;

ON READING the Affidavit of Gloria Kalkounis sworn February 19, 2020 and the Exhibits attached thereto, the Third, Ninth, and Twelfth Reports of the Monitor in the proceedings bearing court file number CV-18-608313-00CL commenced under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA Proceeding**”), and considering the Notice of Intention to Make a Proposal of Yuan Hua (Mike) Wang (the “**NOI**”) filed in the proceeding bearing court file number 31-2610052 commenced under the BIA (the “**BIA Proceeding**”), and upon reading the Affidavit of Service of Gloria Kalkounis sworn January 20, 2020 and being

satisfied that all parties on the Service List in this proceeding were served with Ferina's motion record herein;

**AND UPON HEARING** from counsel to Ferina, the Monitor, Wang, the Non-Applicants and such other counsel for other parties as were present, as indicated on the Counsel Slip;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and hereby are abridged and validated so that the Motion is properly returnable today.

2. **THIS COURT ORDERS** that the period during which a proposal may be filed in the BIA Proceeding be, and hereby is terminated.

3. **THIS COURT ORDERS AND DIRECTS** that KSV be, and is hereby substituted as trustee of the bankruptcy estate of Wang, with Bennett Jones LLP as the trustee's counsel.

4. **THIS COURT ORDERS** that any Proof of Claim in respect of Wang Claims (as defined in the Claims Procedure Order) delivered to KSV on or before January 10, 2020 within the CCAA Proceeding is deemed to be a Proof of Claim filed in the BIA Proceeding.

---



**SCHEDULE "A"**  
**THE APPLICANTS**

3310 Kingston Development Inc.

1296 Kennedy Development Inc.

1326 Wilson Development Inc.

5507 River Development Inc.

4439 John Development Inc.

2358825 Ontario Ltd.

250 Danforth Development Inc.

159 Carrville Development Inc.

169 Carrville Development Inc.

189 Carrville Development Inc.

27 Anglin Development Inc.

29 Anglin Development Inc.

APPLICATION UNDER the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c C-36, as amended  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FORME DEVELOPMENT GROUP INC. *et al*

Court File No.: CV-18-608313-00CL

APPLICATION UNDER the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c C-36, as amended  
AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF YUAN HUA (MIKE) WANG

Court File No.: 31-2610052  
Estate No. 31-2610052

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**ORDER**

**Thornton Grout Finnigan LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
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Fax: (416) 304-1313

Lawyers for Ferina Construction Limited

APPLICATION UNDER the Companies' Creditors Arrangement Act, R.S.C. 1985, cC-36, as amended  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FORME DEVELOPMENT GROUP INC. et  
al

Court File No.: CV-18-608313-00CL

APPLICATION UNDER the Bankruptcy and Insolvency Act, R.S.C. 1985, cC-36, as amended  
AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF YUAN HUA (MIKE) WANG  
Court File No.: 31-2610052, Estate No.: 31-2610052

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**MOTION RECORD OF FERINA CONSTRUCTION  
LIMITED  
(Returnable February 20, 2020)**

**Thornton Groat Finnigan LLP**  
TD West Tower, Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Fax: (416) 304-1313

**D.J. Miller (LSO# 34393P)**  
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Lawyers for Ferina Construction Limited