

SUBORDINATION AND POSTPONEMENT AGREEMENT

THIS AGREEMENT made this ____ day of January, 2022.

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

hereinafter called the "Prior Lender"

- and -

2149602 ONTARIO INC.

hereinafter called the "Subordinate Lender"

- and -

TUNG KEE INVESTMENT CANADA LTD. AND TUNG KEE INVESTMENT LIMITED PARTNERSHIP

hereinafter called the "Borrowers"

WHEREAS:

- A. TUNG KEE INVESTMENT CANADA LTD. AND TUNG KEE INVESTMENT LIMITED PARTNERSHIP (collectively, the "Borrowers") are the owners of certain lands and premises known municipally as 3143 19th Avenue, Markham, Ontario and more particularly described legally in Appendix "I" attached hereto (the "Lands") together with all personal property (the "Personal Property") located on or arising out of, from or in connection with ownership, use or disposition of the Lands (the said Lands and Personal Property being hereinafter collectively referred to as the "Property");
- B. Pursuant to the terms and conditions of the Prior Lender's commitment letter to the Borrowers dated the 18th day of October, 2021, as amended by an amendment dated December 14th and accepted December 20th, 2021, as further amended by an amendment dated January 7th, 2022 and as further amended by an amendment dated January 23rd, 2022 (collectively, the "Commitment"), the Prior Lender has agreed to make or extend a loan or credit facility (the "Loan") to the Borrower in the maximum principal amount of Thirty Million Dollars (\$30,000,000), which loan or credit facility is secured by, *inter alia*, the following security:
 - (i) a first Charge/Mortgage of Land (the "Charge") relating to the Lands registered on the date hereof in the Land Registry Office for the Land Titles Division of • (No. •) (the "Registry Office") as Instrument No. _____;
 - (ii) an Assignment of Rents and Leases relating to the Charge registered in the Registry Office on the date hereof as Instrument No. _____;
 - (iii) a General Security Agreement relating to the personal property the Borrowers, Tung Kee Investment Canada Ltd. and Tung Kee Investment Limited Partnership with respect to which financing statements were filed on January 12, 2022 as Reference File No. 779612904 and 779612886 pursuant to the Personal Property Security Act (Ontario), as amended (the "PPSA"); and
 - (iv) General Security Agreements relating to the personal property of 2407720 Ontario Inc., 2407721 Ontario Inc., and Yung Man Tung (collectively, the "Guarantors").

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with respect to which financing statements were filed on January 12, 2022 as Reference File No. 779612616, 779612625 and 779612805 pursuant to the PPSA.

All existing and future indebtedness, and all other obligations and liabilities owing by the Borrower and Guarantors to the Prior Lender from time to time pursuant to the Loan or the Prior Security (as defined below), including but not limited to the principal sum, all interest thereon, and all amounts advanced by the Prior Lender as protective disbursements and all other amounts owing to the Prior Lender thereunder being hereinafter referred to as the "Prior Indebtedness", and the Charge and all other additional or collateral security now or hereafter securing the Prior Indebtedness being hereinafter referred to as the "Prior Security";

And for greater particularity, reference in this Agreement to the Loan, the Prior Indebtedness and the Prior Security includes all renewals, extensions, amendments, modifications and restatements thereof or thereto from time to time, as permitted by this Agreement;

- C. The Subordinate Lender has made or extended a loan or credit facility (the "Subordinate Loan") available to the Borrower in the maximum principal amount of \$2,120,129.41 CDN Dollars, \$26,279,223.54 Hong Kong Dollars, pursuant to a commitment letter dated January 5, 2022 (the "Subordinate Commitment"), which loan or credit facility is secured by, *inter alia*, a Charge/Mortgage of Land (the "Subordinate Charge") relating to the Lands registered on • in the Registry Office as Instrument No. • and an Assignment of Rents and Leases relating to the Subordinate Charge registered in the Registry Office on the date hereof as Instrument No. _____;

All existing and future indebtedness and all other obligations and liabilities owing by the Borrower to the Subordinate Lender from time to time pursuant to the Subordinate Loan, including but not limited to the principal sum, all interest thereon, and all other amounts owing to the Subordinate Lender thereunder being hereinafter referred to as the "Subordinate Indebtedness", and the Subordinate Charge and all other additional or collateral security now or hereafter securing the Subordinate Indebtedness being hereinafter referred to as the "Subordinate Security".

And for greater particularity, reference in this Agreement to the Subordinate Loan, the Subordinate Indebtedness and the Subordinate Security includes all renewals, extensions, amendments, modifications and restatements thereof or thereto from time to time, as permitted by this Agreement;

- D. The Subordinate Lender has agreed to subordinate and postpone the Subordinate Loan, the Subordinate Indebtedness and the Subordinate Security to and in favour of the Prior Lender, the Loan, the Prior Indebtedness and the Prior Security subject to the terms hereof.

NOW THEREFORE for good and valuable consideration, including the sum of TEN DOLLARS (\$10.00) now paid by the Prior Lender to the Subordinate Lender, the receipt and sufficiency of which is hereby acknowledged by the Subordinate Lender, the parties agree as follows:

1. Covenants, Representations and Warranties of the Subordinate Lender. The Subordinate Lender consents to the Prior Indebtedness and the Prior Security, and represents, warrants and covenants to the Prior Lender that:
 - (a) the Subordinate Loan and the Subordinate Security are in good standing, in full force and effect, unamended, and the Borrower is not in default thereunder;
 - (b) it holds no security of any kind against the Property other than the Subordinate Security;
 - (c) it has the full power, lawful authority and legal right to enter into this Agreement and this Agreement constitutes a valid and binding obligation of the Subordinate Lender enforceable against it in accordance with its terms;
 - (d) the total principal amount owing to the Subordinate Lender under the Subordinate Indebtedness and Subordinate Security is \$2,120,129.41 CDN Dollars and \$26,279,223.54

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Hong Kong Dollars as of the date hereof. As of the date hereof no other amount is owing to the Subordinate Lender;

- (e) the Subordinate Loan bears interest at 30% per annum, calculated monthly not in advance;
- (f) upon request by the Prior Lender from time to time, the Subordinate Lender shall provide the Prior Lender with copies of the Subordinate Security and/or a statement in detail of the Subordinate Indebtedness then outstanding; and

2. Representations, Warranties and Covenants of the Prior Lender. The Prior Lender represents, warrants and covenants to the Subordinate Lender that:

- (a) the Prior Loan and the Prior Security are in good standing, in full force and effect, unamended, and the Borrower is not in default thereunder;
- (b) it holds no security of any kind against the Property other than the Prior Security;
- (c) it is the sole owner of the Prior Loan, Prior Indebtedness and the Prior Security, it has the full power, lawful authority and legal right to enter into this Agreement and this Agreement constitutes a valid and binding obligation of the Prior Lender enforceable against it in accordance with its terms;
- (d) the total principal amount owing to the Prior Lender under the Prior Indebtedness and Prior Security is \$30,000,000 as of the date hereof;
- (e) the Prior Loan bears interest at 9.40% per annum, calculated monthly not in advance;
- (f) the Prior Lender shall not renew, extend, amend, modify or restate the Prior Loan, the Prior Indebtedness and/or the Prior Security, which includes without limitation, increasing the principal amount of the Prior Loan or increasing the interest payable to any amount in excess of the rate thereof (together with any default interest allowed thereunder) as set out in the Commitment as in effect on the date hereof on the Senior Indebtedness without the Subordinate Lender's prior written consent;
- (g) this Agreement constitutes a legal, valid and binding obligation of the Prior Lender enforceable against it in accordance with its terms; and
- (h) upon request by the Subordinate Lender from time to time, the Prior Lender shall provide the Subordinate Lender with copies of the Prior Security and/or a statement in detail of the Prior Indebtedness then outstanding.

3. Subordination and Postponement. The Subordinate Lender hereby subordinates and postpones the Subordinate Loan, the Subordinate Indebtedness and the Subordinate Security to the Prior Security and the Prior Indebtedness including the advances referred to in Recital B hereof, and agrees with the Prior Lender that the Prior Security shall be a first priority lien and charge against the Property for the full amount of the Prior Indebtedness in full priority to the Subordinate Security, in each case, subject to the terms and conditions contained herein, including without limitation, Section 6 hereof. The subordination and postponement of the Subordinate Loan, Subordinate Indebtedness and the Subordinate Security to the Prior Security and the Prior Indebtedness, shall include subordination of the Subordinate Loan and the Subordinate Indebtedness to the extent required to make the Prior Security and the Prior Indebtedness a first priority lien and charge against the Property, subject to the terms contained herein.

The consent of the Subordinate Lender shall only be required for increases to the Prior Loan or to the interest rate of the Prior Loan; otherwise the Prior Lender may deal with the Borrower or the Prior Loan as the Prior Lender sees fit.

The Subordinate Lender hereby acknowledges and agrees that this Agreement shall not defer or otherwise affect, as between the Borrower and the Prior Lender, the present or future rights and remedies of the Prior Lender with respect to the present or future indebtedness and other liabilities of the Borrower to the Prior Lender, or with respect to any securities which the Prior Lender now holds or may hereafter receive from the Borrower as collateral for the Prior Indebtedness.

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The Subordinate Lender agrees to execute and deliver at the Borrowers' cost upon request by the Prior Lender, such further instruments and agreements and assurances as may reasonably be required by the Prior Lender in the circumstances in order to confirm and give effect to the provisions of this Agreement, and further, to register, record, amend, file or re-file notice of this Agreement and/or the subordination and postponement of the Subordinate Security in any office of public record as the Prior Lender may in its discretion consider necessary or desirable from time to time.

4. **Prior Lender's Rights.** The Prior Lender may only grant time, renewals, extensions, releases and discharges to, accept compositions from and otherwise deal with the Borrower as it may see fit, including without limitation, renewal of the Loan secured by the Prior Security, in whole or in part, with prior notice to, but without the consent of the Subordinate Lender and for greater certainty, in no event, shall the Subordinate Indebtedness and the Subordinate Security be subordinate to a principal amount of the Prior Indebtedness of greater than the sum of (a) \$30,000,000 plus interest at a rate of 9.4% per annum as stated in the Commitment and (b) all protective disbursements made by the Prior Lender from time to time

5. **Notices of Default**

- (a) If either one or both of the Borrowers defaults in the payment of any portion of the Prior Indebtedness or defaults in the performance of any other obligation or covenant under the Prior Loan documents and the Prior Lender issues or causes to be issued any notice to the Borrowers or either of them in respect of such default the Prior Lender shall deliver a copy of such notice to the Subordinate Lender at the same time as notice is delivered to the Borrowers.
- (b) If either one or both of the Borrowers defaults in the payment of any portion of the Subordinate Indebtedness or defaults in the performance of any other obligation or covenant under the Subordinate Loan documents and the Subordinate Lender issues or causes to be issued any notice to the Borrowers or either of them in respect of such default, the Subordinate Lender shall deliver a copy of such notice to the Prior Lender at the same time as notice is delivered to the Borrowers.

Neither the Subordinate Lender nor the Prior Lender shall have any liability for failing to provide notice pursuant to this Section 5.

6. **Registration of this Agreement.** The Subordinate Lender hereby irrevocably authorizes and directs the Prior Lender and its solicitors to (a) electronically sign and register in the applicable Land Registry Office a postponement of the Subordinate Security, with a copy of this Agreement attached as a schedule thereto, and (b) electronically sign and register a financing change statement under the *Personal Property Security Act* (Ontario), postponing any registrations made under such Act by the Subsequent Lender with respect to the Subordinate Security to all registrations made under such Act by the Prior Lender with respect to the Prior Security. The Subordinate Lender acknowledges that the effect of such electronic documents has been explained to it by its solicitors and the Subordinate Lender understands that it is and will be a party to and bound by the terms and provisions of same as if it had signed such documents. The Subordinate Lender acknowledges and agrees that the Prior Lender's solicitors may rely on the foregoing irrevocable authorization and direction notwithstanding that the Prior Lender's solicitors are not a party to this Agreement.

7. **Entire Agreement.** This Agreement and all schedules thereto contains the whole of the agreement between the parties hereto and there are no collateral or precedent conditions, warranties, agreements, representations, promises, understandings or inducements, whether oral or written, that are not specifically set forth herein, and no modification, amendment or variation hereof shall be effective or binding on the parties hereto unless agreed to in writing by all of them.

8. **No Waiver.** The waiver by any party of the breach of any term, covenant or condition herein contained shall not constitute a waiver of such term, covenant or condition, except in respect of the particular breach giving rise to such waiver. No term, covenant or condition of this Agreement is deemed to have been waived by any party hereto unless such waiver is given in writing by that party.



9. **Severability.** All of the sections, paragraphs, sentences, clauses and parts of this Agreement are distinct and severable, and if any of the same shall be held illegal or void, the validity or legality of the remainder of this Agreement shall not be affected.

10. **Survival of Covenants and Warranties.** The covenants, warranties and representations of the Subordinate Lender contained in this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect for the benefit of the Prior Lender until the Loan has been repaid in full.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto irrevocably attorn to the jurisdiction of the courts of this Province sitting at Toronto, Ontario.

12. **Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns including any successors by amalgamation and any appointed receivers or trustees in bankruptcy.

13. **Counterparts.** This Agreement may be executed in counterparts and all counterparts so executed will constitute one Agreement binding on the parties effective upon execution by all of the parties.

14. **Time is of the Essence.** Time is of the essence of this Agreement and every part hereof.

15. **Electronic Signatures.** This Agreement may be executed by electronic means and such original or electronic copy when so executed and delivered shall be deemed to be an original.

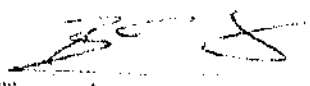
16. **Further Assurances.** Each of the Borrowers, the Prior Lender and the Subordinate Lender agrees that each it shall, at the Borrowers' expense, take such further action and execute and deliver to the Prior Lender or the Subordinate Lender, as applicable, such additional documents and instruments (in recordable form, if requested), as the Prior Lender or the Subordinate Lender, as applicable, may reasonably request to effectuate the terms of this Agreement.

17. **Consent of Borrower.** The Borrowers consent to all of the terms and conditions of this Agreement and agree that they will not make any payment on account of their guarantees of the Subordinate Debt, except as provided therein.

Borrower's Confirmations. The Borrowers hereby acknowledge the foregoing priorities and postponements, and agrees to be bound by the respective priorities of the Prior Security, being first in priority in respect of the Prior Indebtedness, and the Subordinate Security, being third in priority, and to pay or fully reimburse the Prior Lender and the Subordinate Lender, for all reasonable legal fees, expenses and disbursements incurred by the Prior Lender and the Subordinate Lender in connection with their execution and delivery of the postponement and subordination documentation hereinbefore provided or contemplated. Nothing in this Agreement shall create any rights in favour of, or obligations to, the Borrower, and the covenants and agreements of the Prior Lender and the Subordinate Lender herein shall not be enforceable by the Borrower. No consent of the Borrower shall be necessary for any amendment to this Agreement by the Prior Lender and the Subordinate Lender.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.

ROMSPEN INVESTMENT
CORPORATION

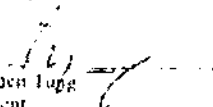
Per: 

Name:

Title:

I have authority to bind the Prior Lender.

2149602 ONTARIO INC.

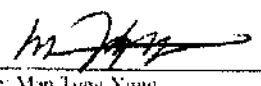
Per: 

Name: Stephen Fugg

Title: President

I have authority to bind the Subordinate Lender

TUNG KEE INVESTMENT CANADA LTD.,
in its personal capacity and in its capacity as a
general partner of TUNG KEE INVESTMENT
LIMITED PARTNERSHIP

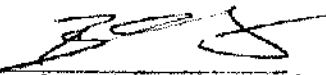
Per: 

Name: Man Tung Yung

Title: President

I have authority to bind the corporation.

**ROMSPEN INVESTMENT
CORPORATION**

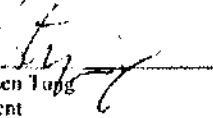
Per: 

Name: BLAKE CASSIDY

Title: A.S.O.

I have authority to bind the Prior Lender.

2149602 ONTARIO INC.

Per: 

Name: Stephen Tupp

Title: President

I have authority to bind the Subordinate Lender.

TUNG KEE INVESTMENT CANADA LTD.,
in its personal capacity and in its capacity as a
general partner of TUNG KEE INVESTMENT
LIMITED PARTNERSHIP

Per: _____

Name: Man Tung Yung

Title: President

I have authority to bind the corporation.

APPENDIX "1" TO
TO SUBORDINATION AND STANDSTILL AGREEMENT"

LEGAL DESCRIPTION

PIN 03055-0002

PT LT 30 CON 4 MARKHAM AS IN R614168 EXCEPT EXPROP PL MA49271 ;
MARKHAM

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This is Exhibit "48" referred to in the Affidavit of Wesley Roitman sworn by Wesley Roitman at the City of Toronto, in the Province of Ontario, before me on July 19, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

DAVID P. PREGER

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

REPORT : PSSR060
PAGE : 1
(9440)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.

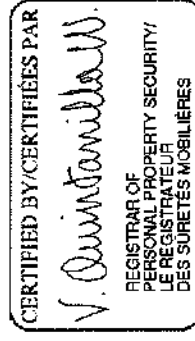
FILE CURRENCY : 05JUL 2023

ENQUIRY NUMBER 20230706191253.16 CONTAINS 31 PAGE(S), 8 FAMILY(IES).

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

MCROBERTS (DICKINSON WRIGHT LLP) - DICKINSON WRIGHT LLP

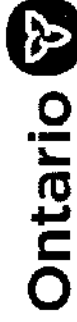
199 BAY STREET
TORONTO ON M5L 1G4



(en) 05/2022

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
782875944

CAUTION PAGE NO. OF PAGES
FILING 001 3

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01

02

03

04

05

06

07

08

09

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME TUNG KEE INVESTMENT LIMITED PARTNERSHIP
ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. L4B 3P9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME TUNG KEE INVESTMENT CANADA LTD.
ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. L4B 3P9

SECURED PARTY / LIEN CLAIMANT
ADDRESS 9 PENANG ROAD SINGAPORE 238459

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

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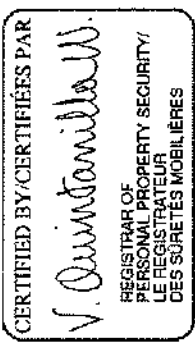
17

YEAR MAKE MODEL V.I.N.

GENERAL DESCRIPTION THE DEPOSITS, THE SECURITIES, THE PRECIOUS METALS AND ANY OTHER PROPERTY FROM TIME TO TIME OWNED BY THE DEBTORS (WHETHER OWNED JOINTLY WITH ANY OTHER CHARGOR(S) OR IN ITS OWN NAME) DELIVERED TO,

REGISTERING AGENT STIKEMAN ELLICOTT LLP
ADDRESS 5300 COMMERCE COURT WEST 199 BAY ST. TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 3



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

REPORT : PSSR060
PAGE : 3
(9442)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

NORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782875944

CAUTION PAGE TOTAL
FILING NO. OF PAGES
002 3

MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SCHEDULE NUMBER UNDER PERIOD
20220511 1034 9234 2618

01 DATE OF BIRTH
27FEB1957
02 DEBTOR
03 NAME
BUSINESS NAME

FIRST GIVEN NAME
MAN

INITIAL
T

SURNAME
YUNG

04 ADDRESS

16 SHUI HAU, LANTAU ISLAND

HONG KONG

ONTARIO CORPORATION NO.

05 DEBTOR
06 NAME
BUSINESS NAME

FIRST GIVEN NAME

INITIAL

SURNAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

AMOUNT

DATE OF NATURE

NATURALITY OR MATURITY DATE

NO. FILED

11 YEAR MAKE

MODEL

V.I.N.

12 MOTOR
VEHICLE

13 GENERAL
COLLATERAL

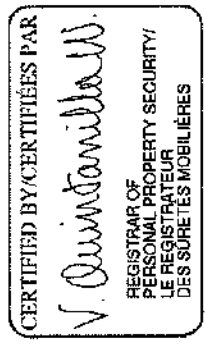
DEPOSITED WITH, TRANSFERRED TO, REGISTERED IN THE NAME OF, HELD IN
THE POSSESSION OF, IN THE NAME OF, TO THE ORDER OF, OR UNDER THE
CONTROL, INSTRUCTION OR DIRECTION OF (INCLUDING BY WAY OF A POWER OF

16 REGISTERING
AGENT

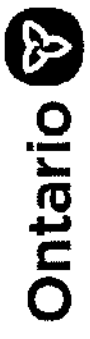
ADDRESS

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

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(e/11/ 05/2022)



REPORT : FSSR060
PAGE : 4
(9443)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782875944

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
FILING 003 3 20220511 1034 9234 2618

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME
04 ADDRESS ONTARIO CORPORATION NO.

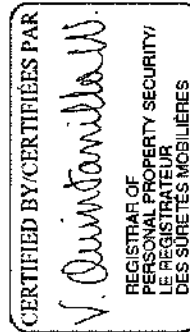
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS
10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL ATTORNEY OR OTHERWISE), THE SECURED PARTY OR ANY NOMINEE, CUSTODIAN,
14 COLLATERAL AGENT, REPRESENTATIVE OR CORRESPONDENT OF THE SECURED PARTY UNDER ANY
15 DESCRIPTION ARRANGEMENTS.

16 REGISTERING AGENT ADDRESS
17



(c) 19 05/2023

REPORT : PSSR060
PAGE : 5
(9444)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	780972921										
01	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD					
		001	3		20220309	1515 9234 1736	P PPSA 99 (PERPETUAL)					
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
03	BUSINESS NAME	TUNG KEE INVESTMENT LIMITED PARTNERSHIP										
04	ADDRESS	118 GREY ALDER AVENUE RICHMOND HILL ON L4B 3P9 ONTARIO CORPORATION NO.										
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
06	BUSINESS NAME	TUNG KEE INVESTMENT CANADA LTD.										
07	ADDRESS	118 GREY ALDER AVENUE RICHMOND HILL ON L4B 3P9 ONTARIO CORPORATION NO.										
08	SECURED PARTY / LIEN CLAIMANT	UBS AG SINGAPORE 238459										
09	ADDRESS	9 PENANG ROAD										
10	COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED Maturity DATE	
			X			X		X				
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.							
12	GENERAL COLLATERAL DESCRIPTION	THE DEPOSITS, THE SECURITIES, THE PRECIOUS METALS AND ANY OTHER PROPERTY FROM TIME TO TIME OWNED BY THE DEBTORS (WHETHER OWNED JOINTLY WITH ANY OTHER CHARGOR(S) OR IN ITS OWN NAME) DELIVERED TO,										
13	REGISTERING AGENT	STIKEMAN ELLIOTT LLP										
14	ADDRESS	5300 COMMERCE COURT WEST 199 BAY ST. TORONTO ON M5L 1B9										
15	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
16	CONTINUED... 6											

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SURETÉS MOBILIÈRES
(cgitv 05/2022)



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

REPORT : PSSR060
PAGE : 6
(9445)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780972921

CAUTION PAGE TOTAL
FILING NO. OF PAGES 002 3
MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SCHEDULE NUMBER UNDER PERIOD
20220309 1515 9234 1736

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR BUSINESS NAME
NAME ADDRESS
ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
DEBTOR BUSINESS NAME
NAME ADDRESS
ONTARIO CORPORATION NO.

SECURED PARTY /
LIEN CLAIMANT
ADDRESS

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

YEAR MAKE MODEL V.I.N.

GENERAL DEPOSITED WITH, TRANSFERRED TO, REGISTERED IN THE NAME OF, HELD IN
THE POSSESSION OF, IN THE NAME OF, TO THE ORDER OF, OR UNDER THE
CONTROL, INSTRUCTION OR DIRECTION OF (INCLUDING BY WAY OF A POWER OF

REGISTERING
AGENT
ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(01/14/05/2022)



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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
780972921

CAUTION PAGE TOTAL
FILING NO. OF PAGES 3

MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SCHEDULE NUMBER UNDER PERIOD
20220309 1515 9234 1736

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS

02 DEBTOR
03 NAME

ONTARIO CORPORATION NO.

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME
ADDRESS

ONTARIO CORPORATION NO.

05 SECURED PARTY /
06 LIEN CLAIMANT
07 ADDRESS

ONTARIO CORPORATION NO.

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
NO FIXED

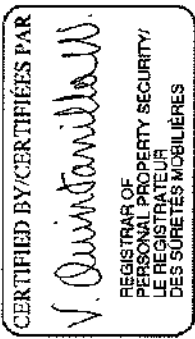
11 MOTOR
12 YEAR MAKE MODEL V.I.N.

13 GENERAL ATTORNEY OR OTHERWISE). THE SECURED PARTY OR ANY NOMINEE, CUSTODIAN,
14 COLLATERAL AGENT, REPRESENTATIVE OR CORRESPONDENT OF THE SECURED PARTY UNDER ANY
15 DESCRIPTION ARRANGEMENTS.

16 REGISTERING
17 AGENT
ADDRESS

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

CONTINUED...



(e)/11v 05/2022



RUN NUMBER : 187
 RUN DATE : 2023/07/06
 ID : 20230706191253.16

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

REPORT : PSSR060
 PAGE : 8
 (9447)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
 FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 779818977

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 001 3 20220121 1132 1590 4404 P PPSA 2

02 DEBTOR FIRST GIVEN NAME INITIAL SURNAME
 03 BUSINESS NAME TUNG KEE INVESTMENT CANADA LTD. ONTARIO CORPORATION NO. 1018493
 04 ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ON L4B 3P9

05 DEBTOR FIRST GIVEN NAME INITIAL SURNAME
 06 BUSINESS NAME TUNG KEE INVESTMENT LIMITED PARTNERSHIP ONTARIO CORPORATION NO.
 07 ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ON L4B 3P9

08 SECURED PARTY / 2149602 ONTARIO INC.
 09 LIEN CLAIMANT ADDRESS 1101 LESLIE STREET, SUITE 903 TORONTO ON M3C 4G3

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

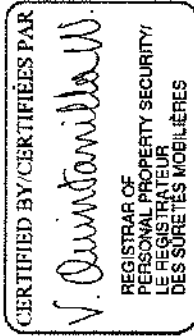
13 GENERAL ASSIGNMENT OF RENTS AND INCOME, ASSIGNMENT OF DEBT (OF BENEFICIAL
 14 COLLATERAL OWNER), ASSIGNMENT OF FUNDS FOR INTEREST RESERVE AND SECURITY
 15 DESCRIPTION AGREEMENT(S) CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER

16 REGISTERING FOGLER, RUBINOFF LLP 215697 31TH 19TH AVE

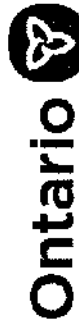
17 AGENT ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

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

CONTINUED ... 9



(e/f)iv 05/2022



REPORT : PSSR060
PAGE : 9
(9448)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779818977
01	CAUTION FILING	PAGE 002 TOTAL NO. OF PAGES 3
02	DEBTOR NAME	DATE OF BIRTH
03	BUSINESS NAME	BUSINESS NAME
04	ADDRESS	ADDRESS
05	DEBTOR NAME	DATE OF BIRTH
06	BUSINESS NAME	BUSINESS NAME
07	ADDRESS	ADDRESS
08	SECURED PARTY / LIEN CLAIMANT	ADDRESS
09	COLLATERAL CLASSIFICATION	CONSUMER
10	GOODS INVENTORY	EQUIPMENT ACCOUNTS OTHER INCLUDED
11	MOTOR VEHICLE	YEAR MAKE
12	VEHICLE	MODEL
13	GENERAL COLLATERAL	DESCRIPTION
14	ACQUIRED PERSONAL PROPERTY OF THE DEBTORS LOCATED AT, ON, USED IN CONNECTION WITH, RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS 3143 19TH AVENUE, MARKHAM, ONTARIO AND SECURITY AGREEMENTS	
15	REGISTERING AGENT	ADDRESS
16	REGISTERING AGENT	ADDRESS
17	REGISTERING AGENT	ADDRESS

REGISTRATION NUMBER 20220121 1132 1590 4404

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

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

CONTINUED ... 10

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR DES SURETÉS MOBILIÈRES
(e) (f) 05/2022



REPORT : PSSR060
PAGE : 10
(9449)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 779818977
01 CAUTION PAGE : 003
TOTAL NO. OF PAGES : 3
FILING NO. : 20220121 1132 1590 4404
REGISTERED UNDER PERIOD

02 DEBTOR :
03 NAME :
04 BUSINESS NAME :
ADDRESS :
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :
ONTARIO CORPORATION NO. :

05 DEBTOR :
06 NAME :
07 BUSINESS NAME :
ADDRESS :
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :
ONTARIO CORPORATION NO. :

08 SECURED PARTY /
09 LIEN CLAIMANT :
ADDRESS :

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

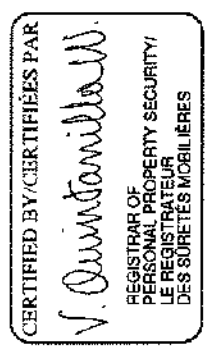
11 MOTOR :
12 YEAR MAKE :
MODEL :
V-I-N. :

13 GENERAL :
14 COLLATERAL :
15 DESCRIPTION :
RESPECTING DEPOSITS AND CASH SECURITY.

16 REGISTERING :
17 AGENT :
ADDRESS :

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

CONTINUED...



RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.15

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

REPORT : PSSR050
PAGE : 11
(9450)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779742783										
01	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD					
		001	2		20220118 1447 1590 3866	P PPSA	3					
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
03	BUSINESS NAME	TUNG KEE INVESTMENT CANADA LTD.									ONTARIO CORPORATION NO. L4B 3P9	
04	ADDRESS	118 GREY ALDER AVENUE									RICHMOND HILL	
05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME								
06	BUSINESS NAME	TUNG KEE INVESTMENT LIMITED PARTNERSHIP									ONTARIO CORPORATION NO. L4B 3P9	
07	ADDRESS	118 GREY ALDER AVENUE									RICHMOND HILL	
08	SECURED PARTY / LIEN CLAIMANT	AMBER MORTGAGE INVESTMENT CORP.									BC	
09	ADDRESS	415-5900 NO.3 ROAD									V6X 3P7	
10	COLLATERAL CLASSIFICATION											
	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR NO. FIXED	
		X	X	X	X	X	X					
11	YEAR	MAKE	MODEL									V.I.N.
12	MOTOR VEHICLE											
13	GENERAL	ALL PRESENT OR FUTURE PERSONAL PROPERTY OF THE DEBTORS SITUATE IN, ON										
14	COLLATERAL	OR UNDER OR ARISING OUT OF OR FROM OR PERTAINING TO THE FOLLOWING										
15	DESCRIPTION	PROPERTY - THE LANDS MUNICIPALLY KNOWN AS 3143 19TH AVENUE, MARKHAM,										
16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (S. LO)									TORONTO	
17	ADDRESS	22 ADELAIDE STREET WEST									ON M5H 4R3	

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

CONTINUED . . . 12

CERTIFIED BY/CERTIFIES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES
(c) 11/05/2022



RUN NUMBER : 187
 RUN DATE : 2023/07/06
 ID : 20230706191253.16

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

REPORT : PSSR060
 PAGE : 12
 (9451)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TONG KEE INVESTMENT CANADA LTD.
 FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 779742783

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES NO. OF PAGES NUMBER UNDER PERIOD
 002 2 20220118 1447 1590 3866

01
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME
 ADDRESS
 ONTARIO CORPORATION NO.

02 DEBTOR
 03 NAME
 04
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME
 ADDRESS
 ONTARIO CORPORATION NO.

05 DEBTOR
 06 NAME
 07
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME
 ADDRESS
 ONTARIO CORPORATION NO.

08 SECURED PARTY /
 09 LIEN CLAIMANT
 COLLATERAL CLASSIFICATION
 CONSUMER
 GOODS INVENTORY EQUIPMENT ACCOUNT'S OTHER INCLUDED AMOUNT DATE OF NO FIXED
 Maturity OR Maturity DATE

10
 YEAR MAKE MODEL V.I.N.

ONTARIO AND LEGALLY DESCRIBED IN PIN 03055-0002(LT)

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 17 AGENT
 ADDRESS
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SURETÉS MOBILIÈRES

(e)114 05/2022

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779612643												
01	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER PERIOD								
		001	8		20220112 1048 1590 3044	P PPSA 3								
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME									
03	BUSINESS NAME	ADDRESS	TUNG KEE INVESTMENT CANADA LTD.								ONTARIO CORPORATION NO. L4B 3P9			
04			118 GREY ALDER AVENUE	RICHMOND HILL										
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME									
06	BUSINESS NAME	ADDRESS	2407720 ONTARIO INC.								ONTARIO CORPORATION NO. L4B 3P9			
07			118 GREY ALDER AVENUE	RICHMOND HILL										
08	SECURED PARTY / LIEN CLAIMANT	ADDRESS	ROMSPEN INVESTMENT CORPORATION, AS TRUSTEE											
09			162 CUMBERLAND STREET, SUITE 300	TORONTO							ON M5R 3N5			
10	COLLATERAL CLASSIFICATION		CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR	NATURITY DATE	NO FIXED
			X	X	X	X	X	X	X					X
11	MOTOR	YEAR	MAKE	MODEL		V.I.N.								
12	VEHICLE													
13	GENERAL													
14	COLLATERAL													
15	DESCRIPTION													
16	REGISTERING AGENT	FRIEDMAN LAW PROFESSIONAL CORPORATION												
17		ADDRESS	800-150 FERRAND DRIVE								TORONTO	ON	M3C 3K5	
	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***													
	CONTINUED... 14													

CERTIFIED BY/CERTIFIES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETES MOBILIERES
(c) 14 05/2022



REPORT : PSSR060
PAGE : 14
(9453)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779612643					
01	CAUTION FILING	TOTAL PAGE NO. OF PAGES 002 8					
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	REGISTRATION NUMBER	REGISTERED UNDER PERIOD
03	BUSINESS NAME	2407721	ONTARIO INC.				
04	ADDRESS	118 GREY ALDER AVENUE					
05	DATE OF BIRTH	27FEB1957					
06	DEBTOR NAME	FIRST GIVEN NAME	INITIAL	SURNAME			
07	ADDRESS	118 GREY ALDER AVENUE					
08	SECURED PARTY / LIEN CLAIMANT						
09	ADDRESS						

10	COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----	---------------------------	----------	-------	-----------	-----------	----------	-------	----------	--------	------------------	----	------------------------

11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
12	GENERAL COLLATERAL DESCRIPTION			
13	REGISTERING AGENT	ADDRESS		

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

CONTINUED... 15

CERTIFIED BY/CERTIFIES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SURETES MOBILIERES
(07/19 05/2022)



REPORT : FSSR060
PAGE : 15
(9454)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779612643
01	CAUTION FILING	PAGE NO. OF PAGES TOTAL 8
02	DEBTOR NAME	DATE OF BIRTH 27FEB1957
03	BUSINESS NAME	ADDRESS
04	FIRST GIVEN NAME TONY	INITIAL M
	118 GREY ALDER AVENUE	SURNAME YUNG
		RICHMOND HILL
		ONTARIO CORPORATION NO. ON L4B 3P9
05	DEBTOR NAME	DATE OF BIRTH 27FEB1957
06	BUSINESS NAME	ADDRESS
07	FIRST GIVEN NAME MAN	INITIAL T
	118 GREY ALDER AVENUE	SURNAME YUNG
		RICHMOND HILL
		ONTARIO CORPORATION NO. ON L4B 3P9
08	SECURED PARTY / LIEN CLAIMANT	ADDRESS

10	COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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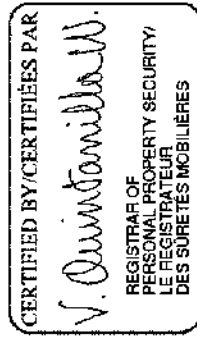
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
----	---------------	------	------	-------	--------

13	GENERAL COLLATERAL DESCRIPTION
----	--------------------------------

16	REGISTERING AGENT	ADDRESS
----	-------------------	---------

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

CONTINUED...



(e) 1/1/ 05/2022



REPORT : PSSR060
PAGE : 16
(9455)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 779512543

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 8 20220112 1048 1590 3044

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
27FEB1957 MAN TUNG T YUNG ON L4B 3P9

03 NAME BUSINESS NAME ADDRESS RICHMOND HILL

04 FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
118 GREY ALDER AVENUE T YUNG ON L4B 3P9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
27FEB1957 TONY MAN T YUNG

06 NAME BUSINESS NAME ADDRESS RICHMOND HILL

07 FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
118 GREY ALDER AVENUE T YUNG ON L4B 3P9

08 SECURED PARTY / LITEN CLAIMANT ADDRESS

09 COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL DESCRIPTION

15 REGISTERING AGENT

16 ADDRESS

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(e/f/fv 05/2022)



RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
779612643

01 CAUTION PAGE TOTAL
FILING NO. OF PAGES 005 8

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME TUNG KEE INVESTMENT CANADA LTD.
04 ADDRESS 3143 19TH AVENUE MARKHAM ONTARIO CORPORATION NO. L6C 1L8

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME 2407720 ONTARIO INC.
07 ADDRESS 3143 19TH AVENUE MARKHAM ONTARIO CORPORATION NO. L6C 1L8

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED ...

18

CERTIFIED BY / CERTIFIÉES PAR
V. Quintavilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(e) (iv) 05/2022



RUN NUMBER : 187
 RUN DATE : 2023/07/06
 ID : 20230706191253.15

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

REPORT : PSSR060
 PAGE : 18
 (9457)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
 FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 779612643

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 006 8 20220112 1048 1590 3044

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME 2407721 ONTARIO INC. MARKHAM
 04 ADDRESS 3143 19TH AVENUE MARKHAM ON L6C 1L8
 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME 27FEB1957 TONY MAN TUNG YUNG
 07 ADDRESS 3143 19TH AVENUE MARKHAM
 ONTARIO CORPORATION NO. L6C 1L8

08 SECURED PARTY /
 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

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

MODEL V.I.N.

YEAR MAKE

11 MOTOR
 12 VEHICLE

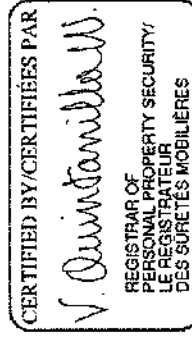
13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING
 17 AGENT

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

CONTINUED...

19



(e) / (v) 05/2022



REPORT : PSSR060
PAGE : 19
(9458)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TONG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779612643
01	CAUTION FILING	PAGE NO. OF PAGES 007 8
02	DEBTOR NAME	DATE OF BIRTH 27FEB1957
03	BUSINESS NAME	ADDRESS
04	DATE OF BIRTH	27FEB1957
05	DEBTOR NAME	DATE OF BIRTH 27FEB1957
06	BUSINESS NAME	ADDRESS
07	SECURED PARTY / LIEN CLAIMANT	ADDRESS

CAUTION FILING
PAGES
20220112 1048 1590 3044

REGISTERED UNDER PERIOD
20220112 1048 1590 3044

MOTOR VEHICLE SCHEDULE
20220112 1048 1590 3044

INITIAL SURNAME
M YUNG

INITIAL SURNAME
T YUNG

ONTARIO CORPORATION NO.
ON L6C 1L8

MARKHAM

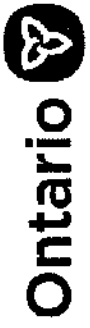
MARKHAM

10	COLLATERAL CLASSIFICATION	CONSUMER	GOODS INVENTORY EQUIPMENT ACCOUNT'S OTHER INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
----	---------------------------	----------	--	--------	-----------------------------------	----------

11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT			
17				

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(e)/iv 05/2022



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

REPORT : PSSR060
PAGE : 20
(9459)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
779612643

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
008 8 20220112 1048 1590 3044

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME 27FEB1957 MAN TUNG T YUNG ON L6C 1L8
04 ADDRESS 3143 19TH AVENUE MARKHAM

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME 27FEB1957 TONY MAN T YUNG ON L6C 1L8
07 ADDRESS 3143 19TH AVENUE MARKHAM

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

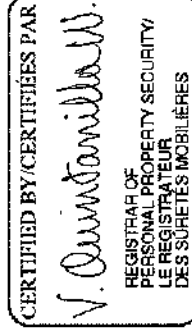
16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED ...

21



0619
06/11/05/2022



RUN NUMBER : 107
 RUN DATE : 2023/07/06
 ID : 20230706191253.16
 PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE
 REPORT : PSSR060
 PAGE : 21
 (9460)

TYPE OF SEARCH	: BUSINESS DECTOR
SEARCH CONDUCTED ON	: TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY	: 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 779612751

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
001	3		20220112	1056 1590 3045	P	PPSA 3

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03	NAME	BUSINESS NAME	2407720 ONTARIO INC.		
04		ADDRESS	118 GREY ALDER AVENUE	RICHMOND HILL	ONTARIO CORPORATION NO. ON L4B 3P9

05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME	2407721 ONTARIO INC.		
07		ADDRESS	118 GREY ALDER AVENUE		
					RICHMOND HILL
					ONTARIO CORPORATION NO.
					ON L4E 3P9

08	SECURED PARTY /	ROMSPEN INVESTMENT CORPORATION, AS TRUSTEE	
09	LIEN CLAIMANT	ADDRESS 162 CUMBERLAND STREET, SUITE 300	TORONTO
			MSR 3N5

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

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

11
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 PLEDGE OF ALL LIMITED PARTNERSHIP INTERESTS AND UNITS OF TUNG KEE INVESTMENT LIMITED PARTNERSHIP AND THE PROCEEDS THEREOF IN WHATEVER FORM.

16	REGISTERING AGENT	FRIEDMAN LAW PROFESSIONAL CORPORATION	
17		ADDRESS: 800-150 FERRAND DRIVE TORONTO ON M3C 3K5	

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES



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

REPORT : PSSR060
PAGE : 22
(9461)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
779612751

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 002 3 20220112 1056 1590 3045

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 TUNG KEE INVESTMENT CANADA LTD.
03 BUSINESS NAME ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. L4B 3P9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 2407720 ONTARIO INC.
06 BUSINESS NAME ADDRESS 3143 19TH AVENUE MARKHAM ONTARIO CORPORATION NO. L6C 1L8

SECURED PARTY /
LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNT'S OTHER INCLUDED DATE OF MATURITY OR NO FIXED MATURITY DATE

YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE

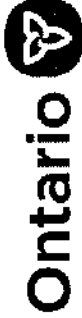
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT

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

CONTINUED ... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETES MOBILIÈRES
(c) 14 05/2022



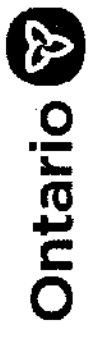
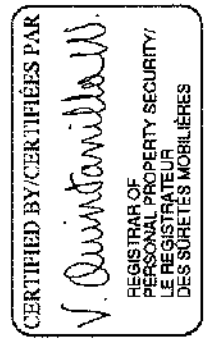
TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779612751					
	CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	PERIOD
	FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	
01		003	3	20220112 1056 1590 3045			
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03	NAME	BUSINESS NAME	2407721 ONTARIO INC.			ONTARIO CORPORATION NO. L6C 1L8	
04		ADDRESS	3143 19TH AVENUE		MARKHAM	ON L6C 1L8	
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
06	NAME	BUSINESS NAME	TUNG KEE INVESTMENT CANADA LTD.			ONTARIO CORPORATION NO. L6C 1L8	
07		ADDRESS	3143 19TH AVENUE		MARKHAM	ON L6C 1L8	
08	SECURED PARTY /						
09	LIEN CLAIMANT	ADDRESS					
COLLATERAL CLASSIFICATION							
CONSUMER							
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity DATE NO FIXED							
10							
11	MOTOR	YEAR MAKE	MODEL	V.I.N.			
12	VEHICLE						
13	GENERAL						
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING						
17	AGENT	ADDRESS					

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



RUN NUMBER : 187
 RUN DATE : 2023/07/06
 ID : 20230706191253.16

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

REPORT : PSSR060
 PAGE : 24
 (9463)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
 FILE CURRENCY : 05 JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 779612904										
01	CAUTION FILING	PAGE NO. OF PAGES 001 1	TOTAL SCHEDULE	REGISTRATION NUMBER 20220112 1059 1590 3048	REGISTERED UNDER P PPSA	REGISTRATION PERIOD 3					
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
03	BUSINESS NAME	ADDRESS	TUNG KEE INVESTMENT CANADA LTD.								
04	ADDRESS	118 GREY ALDER AVENUE				RICHMOND HILL	ONTARIO CORPORATION NO. L4B 3P9				
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
06	BUSINESS NAME	ADDRESS	TUNG KEE INVESTMENT CANADA LTD.								
07	ADDRESS	3143 19TH AVENUE				MARKHAM	ONTARIO CORPORATION NO. 16C 1L8				
08	SECURED PARTY / LIEN CLAIMANT	ADDRESS	ROMSPEN INVESTMENT CORPORATION, AS TRUSTEE								
09	ADDRESS	162 CUMBERLAND STREET, SUITE 300				TORONTO	ON M5R 3N5				
10	COLLATERAL CLASSIFICATION										
	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED	MATURITY DATE
		X	X	X	X	X					X
11	MOTOR	YEAR MAKE	MODEL	V.I.N.							
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT	FRIEDMAN LAW PROFESSIONAL CORPORATION									
17	ADDRESS	800-150 PERRAND DRIVE				TORONTO	ON		M3C 3R5		
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***											
CONTINUED...											25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(c/f 14 06/2022)



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	761256198									
01	CAUTION FILING	PAGE NO. OF PAGES	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
		001	002	20200326 1327 1862 1373	P	PPSA	5				
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
03	BUSINESS NAME	TUNG KEE INVESTMENT CANADA LTD.									ONTARIO CORPORATION NO. L4B 1X4
04	ADDRESS	75 QUEENS COLLEGE DRIVE									RICHMOND HILL
05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME							
06	BUSINESS NAME	TUNG KEE INVESTMENT LIMITED PARTNERSHIP									ONTARIO CORPORATION NO. L4B 1X4
07	ADDRESS	75 QUEENS COLLEGE DRIVE									RICHMOND HILL
08	SECURED PARTY / LIEN CLAIMANT	SOW CAPITAL ONTARIO LIMITED									
09	ADDRESS	650-999 WEST BROADWAY									VANCOUVER BC V5Z 1K3
10	COLLATERAL CLASSIFICATION										
	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
		X	X	X	X	X	X				
11	YEAR	MAKE	MODEL		V.I.N.						
12	MOTOR VEHICLE										
13	GENERAL	SECURITY AND RELATED DOCUMENTS INCLUDING, WITHOUT LIMITATION, GENERAL									
14	COLLATERAL	ASSIGNMENT OF RENTS, GENERAL SECURITY AGREEMENT, ASSIGNMENT OF									
15	DESCRIPTION	LEASES, ASSIGNMENT OF MATERIAL DOCUMENTS, ASSIGNMENT OF INSURANCE,									
16	REGISTERING AGENT	DALE & LESSMANN LLP (MEU)									
17	ADDRESS	181 UNIVERSITY AVENUE, SUITE 2100									TORONTO ON M5H 3M7

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c/jty 05/2022)



RUN NUMBER : 187
 RUN DATE : 2023/07/06
 ID : 20230706191253.16

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

REPORT : PSSR060
 PAGE : 26
 (9465)

TYPE OF SEARCH : BUSINESS DEBTOR

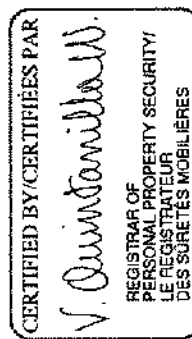
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
 FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	761255198
01	CAUTION	TOTAL
	FILE NO.	PAGES
	002	002
02	DATE OF BIRTH	FIRST GIVEN NAME
03	BUSINESS NAME	YUNGS DEVELOPMENT LIMITED
04	ADDRESS	75 QUEENS COLLEGE DRIVE
		RICHMOND HILL
		ONTARIO CORPORATION NO. L4B 1X4
05	DATE OF BIRTH	FIRST GIVEN NAME
06	BUSINESS NAME	YUNG
07	ADDRESS	75 QUEENS COLLEGE DRIVE
		RICHMOND HILL
		ONTARIO CORPORATION NO. L4B 1X4
08	SECURED PARTY / LIEN CLAIMANT	JIAYI INTERNATIONAL INVESTMENTS LTD.
09	ADDRESS	650-999 WEST BROADWAY
		VANCOUVER
		BC
		V5Z 1K3
10	COLLATERAL CLASSIFICATION	
	CONSUMER	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
		DATE OF MATURITY OR MATURITY DATE
		NO FIXED
11	YEAR MAKE	MODEL
12	MOTOR VEHICLE	V.I.N.
13	GENERAL	PROMISSORY NOTE, ALL RELATING TO 3143 19TH AVENUE, MARKHAM, ONTARIO.
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT	ADDRESS
17		

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

CONTINUED... 27



(d/11/ 05/2022)



REPORT : PSSR060
PAGE : 27
(9466)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20210507 1139 1862 7556	
21	FILE NUMBER	761256198			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED D ASSIGNMENT	RENEWAL YEARS	CORRECT PERIOD
		X			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	TUNG KEE INVESTMENT CANADA LTD.		

25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
27					
28					
02/ 05	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/ 06	DEBTOR/ TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS				ONTARIO CORPORATION NO.

29	ASSIGNOR	JIAVI INTERNATIONAL INVESTMENTS LTD.			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	SOW CAPITAL ONTARIO LIMITED			
09	ADDRESS	650-999 WEST BROADWAY	VANCOUVER	BC	V4B 1X4

10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	CODES	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED Maturity DATE
	YEAR	MAKE	MODEL		V.I.N.

11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	DALE & LESSMANN LLP (MEQ/RN)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 UNIVERSITY AVENUE, SUITE 2100	TORONTO	ON M5H 3M7

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

CONTINUED . . . 28

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETÉS MOBILIÈRES
(4/24 05/2022)



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05 JUL 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING 01 003 20220131 1452 1590 5908
RECORD FILE NUMBER 761256198
PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
21 003 20220131 1452 1590 5908

22 FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME TUNG KEE INVESTMENT CANADA LTD.

23 OTHER CHANGE
24 POSTPONE TO PPSA REFERENCE FILE
25 REASON/ POSTPONE TO PPSA REFERENCE FILE NO. 779612904 AND PPSA REFERENCE
26 DESCRIPTION FILE NO. 779612885 AS PER A SUBORDINATION AND POSTPONEMENT
27 AGREEMENT.

28 DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
29 TRANSFEREE BUSINESS NAME
04/07 ADDRESS

29 ASSIGNOR
30 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09

COLLATERAL CLASSIFICATION
10 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR NO FIXED DATE OF
GOODS YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS TORONTO ON M3C 3E5
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETÉS MOBILIÈRES
(421/ 05/2022)



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER
01 21 02 003 20220131 1452 1590 5908
RECORD FILE NUMBER 761256198
RENEWAL YEARS CORRECT PERIOD

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED J OTHER
22 FIRST GIVEN NAME INITIAL SURNAME
REFERENCE BUSINESS NAME TUNG KEE INVESTMENT LIMITED PARTNERSHIP

OTHER CHANGE NO.779612904 AND PPSA REFERENCE FILE
25 REASON/ DESCRIPTION
26 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
27 DEBTOR/ TRANSFEREE BUSINESS NAME
28 ADDRESS

02/ 05/ 03/ 06/ 04/07
DEBTOR/ TRANSFEREE BUSINESS NAME
TUNG KEE INVESTMENT LIMITED PARTNERSHIP
NO.779612904 AND PPSA REFERENCE FILE
ONTARIO CORPORATION NO.

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 09
COLLATERAL CLASSIFICATION ADDRESS
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF NO FIXED
10 YEAR MAKE MODEL V.I.N. AMOUNT MATURITY OR MATURITY DATE

MOTOR VEHICLE
11 GENERAL COLLATERAL
12 COLLATERAL
13 DESCRIPTION
14 REGISTERING AGENT OR
15 SECURED PARTY/ LIEN CLAIMANT ADDRESS
16
17

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

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c12b 05/2022)



RUN NUMBER : 187
 RUN DATE : 2023/07/06
 ID : 20230706191253.16

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

REPORT : PSSR060
 PAGE : 30
 (9469)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
 FILE CURRENCY : 05JUL 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
21	RECORD REFERENCED	FILE NUMBER	761256198	20220131 1452 1590 5908	
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
				J OTHER	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	YUNGS DEVELOPMENT LIMITED		
25	OTHER CHANGE		NO.779612886.		
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06		ADDRESS			
04/07					

ONTARIO CORPORATION NO.

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
 09

COLLATERAL CLASSIFICATION
 ADDRESS

10
 CONSUMER
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF NO FIXED
 AMOUNT MATURITY OR MAJORITY DATE

11
 12
 13
 14
 15
 16
 17

YEAR MAKE MODEL V.I.N.

REGISTERED PARTY/ LIEN CLAIMANT ADDRESS

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

CONTINUED...

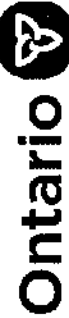
31

CERTIFIED BY/CERTIFIES PAR

V. Quintanilla W.

REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SURETES MOBILIERES

(e/24 05/2022)



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

REPORT : PSSR060
PAGE : 31
(9470)

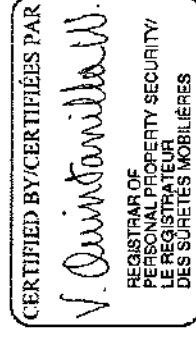
RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191253.16

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT CANADA LTD.
FILE CURRENCY : 05JUL 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
782875944	20220511 1034 9234 2618		
780972921	20220309 1515 9234 1736		
779818977	20220121 1132 1590 4404		
779742783	20220118 1447 1590 3866		
779612643	20220112 1048 1590 3044		
779612751	20220112 1056 1590 3045		
779612904	20220112 1059 1590 3048		
761256198	20200326 1327 1862 1373	20210507 1139 1862 7556	20220131 1452 1590 5908

10 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.



Dickinson Wright LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)
SEARCH SUMMARY WITH RESPECT TO:
TUNG KEE INVESTMENT CANADA LTD.

eSummary Requested By: Dickinson Wright LLP
PPSA Enquiry ID: 3472529
File Currency: 16JUL 2023

DISCLAIMER:

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PPSA (ONTARIO) SEARCH SUMMARY
TUNG KEE INVESTMENT CANADA LTD.

0632

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	782875944 PPSA	27	20220511 1034 9234 2618 Reg. 99 year(s) Expires PERPETUAL	TUNG KEE INVESTMENT LIMITED PARTNERSHIP TUNG KEE INVESTMENT CANADA LTD. MAN T YUNG (DOB: 27FEB1957)	UBS AG		X		X	X	
General Collateral Description: THE DEPOSITS, THE SECURITIES, THE PRECIOUS METALS AND ANY OTHER PROPERTY FROM TIME TO TIME OWNED BY THE DEBTORS (WHETHER OWNED JOINTLY WITH ANY OTHER CHARGOR(S) OR IN ITS OWN NAME) DELIVERED TO, DEPOSITED WITH, TRANSFERRED TO, REGISTERED IN THE NAME OF, HELD IN THE POSSESSION OF, IN THE NAME OF, TO THE ORDER OF, OR UNDER THE CONTROL, INSTRUCTION OR DIRECTION OF (INCLUDING BY WAY OF A POWER OF ATTORNEY OR OTHERWISE), THE SECURED PARTY OR ANY NOMINEE, CUSTODIAN, AGENT, REPRESENTATIVE OR CORRESPONDENT OF THE SECURED PARTY UNDER ANY ARRANGEMENTS.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	780972921 PPSA	24	20220309 1515 9234 1736 Reg. 99 year(s) Expires PERPETUAL	TUNG KEE INVESTMENT LIMITED PARTNERSHIP TUNG KEE INVESTMENT CANADA LTD.	UBS AG		X		X	X	
General Collateral Description: THE DEPOSITS, THE SECURITIES, THE PRECIOUS METALS AND ANY OTHER PROPERTY FROM TIME TO TIME OWNED BY THE DEBTORS (WHETHER OWNED JOINTLY WITH ANY OTHER CHARGOR(S) OR IN ITS OWN NAME) DELIVERED TO, DEPOSITED WITH, TRANSFERRED TO, REGISTERED IN THE NAME OF, HELD IN THE POSSESSION OF, IN THE NAME OF, TO THE ORDER OF, OR UNDER THE CONTROL, INSTRUCTION OR DIRECTION OF (INCLUDING BY WAY OF A POWER OF ATTORNEY OR OTHERWISE), THE SECURED PARTY OR ANY NOMINEE, CUSTODIAN, AGENT, REPRESENTATIVE OR CORRESPONDENT OF THE SECURED PARTY UNDER ANY ARRANGEMENTS.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	779818977 PPSA	21	20220121 1132 1590 4404 Reg. 2 year(s) Expires 21JAN 2024	TUNG KEE INVESTMENT CANADA LTD. TUNG KEE INVESTMENT LIMITED	2149602 ONTARIO INC.		X	X	X	X	

Collateral Classifications: **CG** = Consumer Goods | **I** = Inventory | **E** = Equipment | **A** = Accounts | **O** = Other | **MV** = Motor Vehicle Included

Collateral Classifications: **CG** = Consumer Goods | **I** = Inventory | **E** = Equipment | **A** = Accounts | **O** = Other | **MV** = Motor Vehicle Included

			YUNG MAN TUNG (DOB: 27FEB1957)							
General Collateral Description: SECURITY AND RELATED DOCUMENTS INCLUDING, WITHOUT LIMITATION, GENERAL ASSIGNMENT OF RENTS, GENERAL SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF MATERIAL DOCUMENTS, ASSIGNMENT OF INSURANCE, PROMISSORY NOTE, ALL RELATING TO 3143 19TH AVENUE, MARKHAM, ONTARIO.										
3	20210507 1139 1862 7556 D ASSIGNMT	TUNG KEE INVESTMENT CANADA LTD.	SOW CAPITAL ONTARIO LIMITED							
4	20220131 1452 1590 5908 J OTHER	TUNG KEE INVESTMENT CANADA LTD. TUNG KEE INVESTMENT LIMITED PARTNERSHIP YUNGS DEVELOPMENT LIMITED								
POSTPONE TO PPSA REFERENCE FILE										
Reason for Amendment: POSTPONE TO PPSA REFERENCE FILE NO. 779612904 AND PPSA REFERENCE FILE NO. 779612886 AS PER A SUBORDINATION AND POSTPONEMENT AGREEMENT.										

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

REPORT : PSSR060
PAGE : 1
(9471)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP

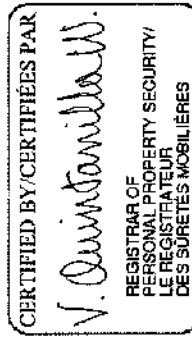
FILE CURRENCY : 05.JUL.2023

ENQUIRY NUMBER 20230706191317.95 CONTAINS 20 PAGE(S), 6 FAMILY(IES).

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

MCROBERTS (DICKINSON WRIGHT) LLP) · DICKINSON WRIGHT LLP

199 BAY STREET
TORONTO ON M5L 1G4



CONTINUED... 2



RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

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

REPORT : PSER060
PAGE : 2
(9472)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782875944

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
20220511 1034 9234 2618 P PPSA 99 (PERPETUAL)

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME TUNG KEE INVESTMENT LIMITED PARTNERSHIP
04 ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. L4B 3P9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME TUNG KEE INVESTMENT CANADA LTD.
07 ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. L4B 3P9

08 SECURED PARTY / LIEN CLAIMANT UBS AG
09 ADDRESS 9 PENANG ROAD SINGAPORE 238459

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR NO FIXED MATURITY DATE
X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

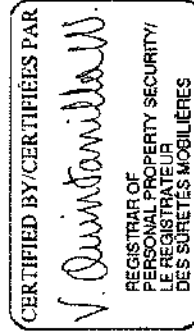
13 GENERAL THE DEPOSITS, THE SECURITIES, THE PRECIOUS METALS AND ANY OTHER
14 COLLATERAL PROPERTY FROM TIME TO TIME OWNED BY THE DEBTORS (WHETHER OWNED
15 DESCRIPTION JOINTLY WITH ANY OTHER CHARGOR(S) OR IN ITS OWN NAME) DELIVERED TO,

16 REGISTERING STIKEMAN ELLIOTT LLP

17 AGENT ADDRESS 5300 COMMERCE COURT WEST 199 BAY ST. TORONTO ON M5L 1B9

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

CONTINUED ... 3



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
782875944

CADTION PAGE TOTAL
FILING NO. OF PAGES 002 3

01
02
03
04
05
06
07
08
09

DATE OF BIRTH 27FEB1957
BUSINESS NAME
FIRST GIVEN NAME MAN
INITIAL T
SURNAME YUNG
ADDRESS 16 SHUI HAU, LANTAU ISLAND
HONG KONG
ONTARIO CORPORATION NO.

DATE OF BIRTH
BUSINESS NAME
ADDRESS
SECURED PARTY / LIEN CLAIMANT
ADDRESS
ONTARIO CORPORATION NO.

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

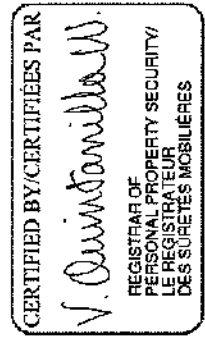
YEAR MAKE
MOTOR VEHICLE
MODEL
V.I.N.

13
14
15
16
17

GENERAL COLLATERAL DESCRIPTION
DEPOSITED WITH, TRANSFERRED TO, REGISTERED IN THE NAME OF, HELD IN THE POSSESSION OF, IN THE NAME OF, TO THE ORDER OF, OR UNDER THE CONTROL, INSTRUCTION OR DIRECTION OF (INCLUDING BY WAY OF A POWER OF REGISTERING AGENT
ADDRESS

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

CONTINUED ...



(e)11v 08/2022



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
782875944

01

CAUTION
FILING

PAGE
003

TOTAL
NO. OF PAGES
3

MOTOR VEHICLE
SCHEDULE

REGISTRATION
NUMBER
20220511 1034 9234 2618

REGISTERED
UNDER

REGISTRATION
PERIOD

02

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

03

BUSINESS NAME

ADDRESS

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

05

DEBTOR
NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

06

BUSINESS NAME

ADDRESS

07

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

MOTOR VEHICLE AMOUNT

DATE OF MATURITY OR

NO FIXED MATURITY DATE

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

ATTORNEY OR OTHERWISE), THE SECURED PARTY OR ANY NOMINEE, CUSTODIAN, AGENT, REPRESENTATIVE OR CORRESPONDENT OF THE SECURED PARTY UNDER ANY ARRANGEMENTS.

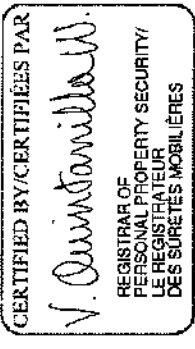
16

REGISTERING
AGENT

ADDRESS

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

CONTINUED ...



(e) 1fr 05/2022



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 780972921

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
001	3	3	20220309 1515 9234 1736	P PPSA	99	(PERPETUAL)

01	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02	DEBTOR NAME	BUSINESS NAME	TUNG KEE INVESTMENT LIMITED PARTNERSHIP		
03	ADDRESS	ADDRESS	118 GREY ALDER AVENUE RICHMOND HILL ON L4B 3P9		

04	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05	DEBTOR NAME	BUSINESS NAME	TUNG KEE INVESTMENT CANADA LTD.		
06	ADDRESS	ADDRESS	118 GREY ALDER AVENUE RICHMOND HILL ON L4B 3P9		

07	SECURED PARTY / LIEN CLAIMANT	ADDRESS	UBS AG 9 PENANG ROAD SINGAPORE 238459		
----	-------------------------------	---------	---------------------------------------	--	--

COLLATERAL CLASSIFICATION

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

11	MOTOR	YEAR	MAKE	MODEL	V.I.N.	
12	VEHICLE					
13	GENERAL	THE DEPOSITS, THE SECURITIES, THE PRECIOUS METALS AND ANY OTHER				
14	COLLATERAL	PROPERTY FROM TIME TO TIME OWNED BY THE DEBTORS (WHETHER OWNED				
15	DESCRIPTION	JOINTLY WITH ANY OTHER CHARGOR(S) OR IN ITS OWN NAME) DELIVERED TO.				
16	REGISTERING AGENT	STIKEMAN ELLIOTT LLP				
17	ADDRESS	5300 COMMERCE COURT WEST 199 BAY ST. TORONTO ON M5L 1B9				

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

CONTINUED ... 6

CERTIFIED BY/CERTIFIES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES
(e)/lv 05/2022



REPORT : PSSR06.0
PAGE : 6
(9476)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
780972921

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20220309 1515 9234 1736

01
02 DEBTOR
03 NAME
04
05 DEBTOR
06 NAME
07
08 SECURED PARTY /
09 LIEN CLAIMANT

DATE OF BIRTH
BUSINESS NAME
ADDRESS

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

INITIAL

SURNAME

ONTARIO CORPORATION NO.

DATE OF BIRTH
BUSINESS NAME
ADDRESS

FIRST GIVEN NAME

INITIAL

SURNAME

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

AMOUNT

DATE OF

MATURITY

OR

MATURITY DATE

NO FIXED

YEAR MAKE

MODEL

V.I.N.

11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
DEPOSITED WITH, TRANSFERRED TO, REGISTERED IN THE NAME OF, HELD IN
THE POSSESSION OF, IN THE NAME OF, TO THE ORDER OF, OR UNDER THE
CONTROL, INSTRUCTION OR DIRECTION OF (INCLUDING BY WAY OF A POWER OF

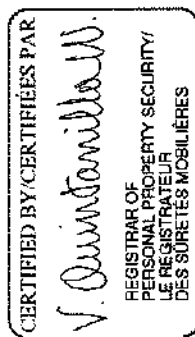
16 REGISTERING
17 AGENT

ADDRESS

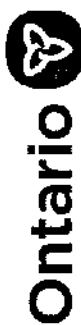
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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7



(e/fiv 05/2022)



REPORT : PSSR060
PAGE : 7
(9477)

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

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 780972921
01 CAUTION PAGE TOTAL
FILING NO. OF PAGES 3
003 20220309 1515 9234 1736

02 DEBTOR
03 NAME BUSINESS NAME
04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

05 DEBTOR
06 NAME BUSINESS NAME
07 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
ONTARIO CORPORATION NO.

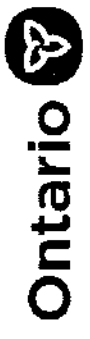
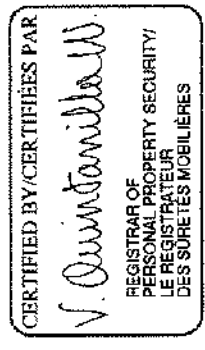
08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

11 MOTOR
12 YEAR MAKE MODEL V.I.N.

13 GENERAL
14 COLLATERAL ATTORNEY OR OTHERWISE), THE SECURED PARTY OR ANY NOMINEE, CUSTODIAN,
15 DESCRIPTION AGENT, REPRESENTATIVE OR CORRESPONDENT OF THE SECURED PARTY UNDER ANY
ARRANGEMENTS.

16 REGISTERING
17 AGENT ADDRESS



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 779818977
CAUTION PAGE TOTAL
FILING NO. OF PAGES 001 3
20220121 1132 1590 4404 P PPSA 2

01
02 DEBTOR
03 NAME
04 BUSINESS NAME TUNG KEE INVESTMENT CANADA LTD.
ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. 1018493 L4B 3P9

05 DEBTOR
06 NAME
07 BUSINESS NAME TUNG KEE INVESTMENT LIMITED PARTNERSHIP
ADDRESS 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. L4B 3P9

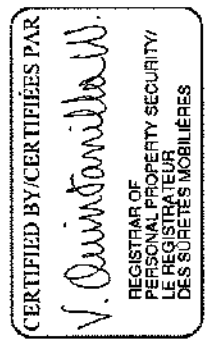
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS 1101 LESLIE STREET, SUITE 903 TORONTO ON M3C 4G3

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

11 MOTOR
12 YEAR MAKE MODEL V.I.N.

13 GENERAL
14 COLLATERAL
15 DESCRIPTION ASSIGNMENT OF RENTS AND INCOME, ASSIGNMENT OF DEBT (OF BENEFICIAL OWNER), ASSIGNMENT OF FUNDS FOR INTEREST RESERVE AND SECURITY AGREEMENT(S) CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER

16 REGISTERING
AGENT
17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5X 1G8
FOGLER, RUBINOFF LLP 215697 31TH 19TH AVE



CONTINUED... 9



TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779818977
01	CAUTION FILING	TOTAL PAGES NO. OF PAGES 3
02	DEBTOR NAME	DATE OF BIRTH BUSINESS NAME ADDRESS
03	DEBTOR NAME	DATE OF BIRTH BUSINESS NAME ADDRESS
04	DEBTOR NAME	DATE OF BIRTH BUSINESS NAME ADDRESS
05	DEBTOR NAME	DATE OF BIRTH BUSINESS NAME ADDRESS
06	DEBTOR NAME	DATE OF BIRTH BUSINESS NAME ADDRESS
07	DEBTOR NAME	DATE OF BIRTH BUSINESS NAME ADDRESS
08	DEBTOR NAME	DATE OF BIRTH BUSINESS NAME ADDRESS
09	DEBTOR NAME	DATE OF BIRTH BUSINESS NAME ADDRESS

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

10	CO-LATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----	---------------------------	----------	-------	-----------	-----------	----------	-------	----------	--------	------------------	----	------------------------

V.I.N.

MODEL

YEAR MAKE

11 MOTOR VEHICLE

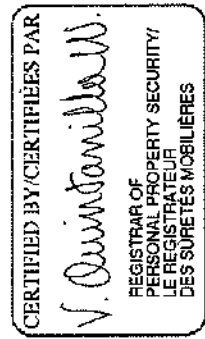
13 GENERAL COLLATERAL DESCRIPTION
ACQUIRED PERSONAL PROPERTY OF THE DEBTORS LOCATED AT, ON, USED IN CONNECTION WITH, RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS 3143 19TH AVENUE, MARKHAM, ONTARIO AND SECURITY AGREEMENTS

16 REGISTERING AGENT

ADDRESS

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

CONTINUED... 10



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

REPORT : PSSR060
PAGE : 10
(9480)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR

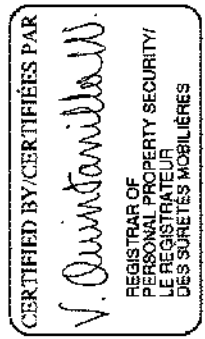
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00	FILE NUMBER	779818977				
01	CAUTION FILING	PAGE NO. OF PAGES	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER PERIOD
		003	3		20220121 1132 1590 4404	
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03	NAME	BUSINESS NAME				
04	ADDRESS	ONTARIO CORPORATION NO.				
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
06	NAME	BUSINESS NAME				
07	ADDRESS	ONTARIO CORPORATION NO.				
08	SECURED PARTY /					
09	LIEN CLAIMANT	ADDRESS				
10	COLLATERAL CLASSIFICATION	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED
	CONSUMER	MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED
		MOTOR VEHICLE		DATE OF	MATURITY OR	MATURITY DATE
11	YEAR	MAKE	MODEL	V.I.N.		
12	VEHICLE					
13	GENERAL	RESPECTING DEPOSITS AND CASH SECURITY.				
14	COLLATERAL					
15	DESCRIPTION					
16	REGISTERING					
17	AGENT	ADDRESS				

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

CONTINUED...



RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

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

REPORT : PSSR060
PAGE : 11
(9481)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

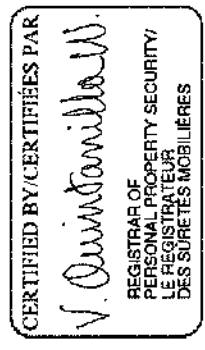
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779742783
01	CAUTION FILING	PAGE NO. OF PAGES 2
		001 2
02	DEBTOR NAME	DATE OF BIRTH
03	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME
04	ADDRESS	TUNG KEE INVESTMENT CANADA LTD. 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. L4B 3P9
05	DEBTOR NAME	DATE OF BIRTH
06	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME
07	ADDRESS	TUNG KEE INVESTMENT LIMITED PARTNERSHIP 118 GREY ALDER AVENUE RICHMOND HILL ONTARIO CORPORATION NO. L4B 3P9
08	SECURED PARTY / LIEN CLAIMANT	ADDRESS
09		AMBER MORTGAGE INVESTMENT CORP. 415-5900 NO.3 ROAD RICHMOND BC V6X 3P7

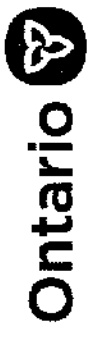
10	COLLATERAL CLASSIFICATION	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR MATURITY DATE
	CONSUMER	INCLUDED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
		X	X	X	X

11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL	ALL PRESENT OR FUTURE PERSONAL PROPERTY OF THE DEBTORS SITUATE IN, ON OR UNDER OR ARISING OUT OF OR FROM OR PERTAINING TO THE FOLLOWING			
14	COLLATERAL	PROPERTY - THE LANDS MUNICIPALLY KNOWN AS 3143 19TH AVENUE, MARKHAM,			
15	DESCRIPTION				
16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (S. 1A)	ADDRESS	22 ADELAIDE STREET WEST	TORONTO ON M5H 4E3
17		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***			

CONTINUED... 12



06/11/2023



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

REPORT : PSSR060
PAGE : 12
(9482)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779742783
01	CAUTION FILING	PAGE NO. OF PAGES TOTAL 2
02	DEBTOR NAME	DATE OF BIRTH
03	BUSINESS NAME	FIRST GIVEN NAME
04	ADDRESS	INITIAL SURNAME
05	DEBTOR NAME	DATE OF BIRTH
06	BUSINESS NAME	FIRST GIVEN NAME
07	ADDRESS	INITIAL SURNAME
08	SECURED PARTY / LIEN CLAIMANT	DATE OF BIRTH
09	ADDRESS	FIRST GIVEN NAME

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

COLLATERAL CLASSIFICATION

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

V.I.N.

MODEL

YEAR MAKE

11 MOTOR VEHICLE

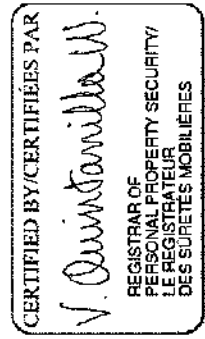
13 GENERAL COLLATERAL 14 COLLATERAL 15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...



certiv 05/2022



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
PAGE : 13
(9483)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	779612885									
01	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
		001	1		20220112 1058 1590 3047	P	PSSA 3				
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
03	BUSINESS NAME	TUNG KEE INVESTMENT LIMITED PARTNERSHIP									
04	ADDRESS	118 GREY ALDER AVENUE		RICHMOND HILL		ONTARIO CORPORATION NO. L4B 3P9					
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
06	BUSINESS NAME	TUNG KEE INVESTMENT LIMITED PARTNERSHIP									
07	ADDRESS	3143 19TH AVENUE		MARKHAM		ONTARIO CORPORATION NO. L6C 1L8					
08	SECURED PARTY / LIEN CLADANT	ROMSPEN INVESTMENT CORPORATION, AS TRUSTEE									
09	ADDRESS	162 CUMBERLAND STREET, SUITE 300		TORONTO		ON M5R 3N5					
10	COLLATERAL CLASSIFICATION										
	CONSUMER	GOODS		INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR DATE
		X	X	X	X	X	X	X			NO FIXED X
11	YEAR	MAKE	MODEL		V.I.N.						
12	MOTOR VEHICLE										
13	GENERAL	FRIEDMAN LAW PROFESSIONAL CORPORATION									
14	COLLATERAL	800 150 FERRAND DRIVE									
15	DESCRIPTION	TORONTO									
16	REGISTERING AGENT	ON M3C 3B5									
17	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
	CONTINUED...										14

CERTIFIED BY/CERTIFIES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES
(c)11v 05/2022



RUN NUMBER : 187
 RUN DATE : 2023/07/06
 ID : 20230706191317.95

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 ENQUIRY RESPONSE
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REPORT : PSSR060
 PAGE : 14
 (9484)

TYPE OF SEARCH : BUSINESS DEPTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
 FILE CURRENCY : 05JUL 2023

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 761256198

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER UNDER PERIOD
 001 002 20200326 1327 1862 1373 P PSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME TUNG KEE INVESTMENT CANADA LTD.
 04 ADDRESS 75 QUEENS COLLEGE DRIVE RICHMOND HILL ON L4B 1X4
 ONTARIO CORPORATION NO. L4B 1X4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME TUNG KEE INVESTMENT LIMITED PARTNERSHIP
 07 ADDRESS 75 QUEENS COLLEGE DRIVE RICHMOND HILL ON L4B 1X4
 ONTARIO CORPORATION NO. L4B 1X4

08 SECURED PARTY / SOW CAPITAL ONTARIO LIMITED
 09 LIEN CLAIMANT ADDRESS 650-999 WEST BROADWAY VANCOUVER BC V5Z 1K3

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

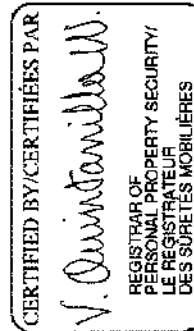
11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE

13 GENERAL SECURITY AND RELATED DOCUMENTS INCLUDING, WITHOUT LIMITATION, GENERAL
 14 COLLATERAL ASSIGNMENT OF RENTS, GENERAL SECURITY AGREEMENT, ASSIGNMENT OF
 15 DESCRIPTION LEASES, ASSIGNMENT OF MATERIAL DOCUMENTS, ASSIGNMENT OF INSURANCE,

16 REGISTERING DALE & LESSMANN LLP (MEU)
 17 AGENT ADDRESS 181 UNIVERSITY AVENUE, SUITE 2100 TORONTO ON M5H 3M7

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

CONTINUED... 15



(certif 09/2022)



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

REPORT : PSSR060
PAGE : 15
(9485)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	761256196
01	CAUTION FILING	002
02	DEBTOR NAME	YUNGS DEVELOPMENT LIMITED
03	BUSINESS NAME	75 QUEENS COLLEGE DRIVE
04	DATE OF BIRTH	27FEB1957
05	DEBTOR NAME	YUNG
06	BUSINESS NAME	75 QUEENS COLLEGE DRIVE
07	SECURED PARTY / LIEN CLAIMANT	JIAVI INTERNATIONAL INVESTMENTS LTD.
08	ADDRESS	650-999 WEST BROADWAY
09	ADDRESS	VANCOUVER BC V5Z 1K3

10	COLLATERAL CLASSIFICATION	CONSUMER
11	MOTOR VEHICLE	NO FIXED
12	VEHICLE	DATE OF MATURITY OR MATURITY DATE
13	GENERAL	PROMISSORY NOTE, ALL RELATING TO 3143 19TH AVENUE, MARKHAM, ONTARIO.
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT	
17	ADDRESS	

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(en) 14/ 05/2022



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 16

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

REPORT : FSSR060
PAGE : 16
(9486)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL MOTOR VEHICLE PAGES	REGISTRATION NUMBER	REGISTERED UNDER
001	001	761256198	20210507 1139 1862 7556	

RECORD REFERENCED	FILE NUMBER	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	RENEWAL YEARS	CORRECT PERIOD
21	761256198	001	X		

REFERENCE DEBTOR/TRANSFEROR	FIRST GIVEN NAME	INITIAL	SURNAME
22	TUNG KEE INVESTMENT CANADA LTD.		

OTHER CHANGE REASON/DESCRIPTION	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
25				
26				
27				
28				

DEBTOR/TRANSFEREE	BUSINESS NAME	ADDRESS
02/05/03/06/04/07		

ONTARIO CORPORATION NO.

ASSIGNOR	JIAYI INTERNATIONAL INVESTMENTS LTD.
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	SOW CAPITAL ONTARIO LIMITED
08	650-999 WEST BROADWAY
09	

COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S	OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
10											

V.I.N.

YEAR	MAKE	MODEL
11		
12		
13		
14		
15		
16		
17		

MOTOR VEHICLE

REGISTERING AGENT OR	ADDRESS
DALE & LESSMANN LLP (NEU/RN)	181 UNIVERSITY AVENUE, SUITE 2100

TORONTO

SECURED PARTY/LIEN CLAIMANT	ADDRESS
DALE & LESSMANN LLP (NEU/RN)	181 UNIVERSITY AVENUE, SUITE 2100

TORONTO

ON M5H 3M7

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c)24 05/2022



RUN NUMBER : 187
 RUN DATE : 2023/07/06
 ID : 20230706191317.95

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

REPORT : PSSR060
PAGE : 17
(9487)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT
FILE CURRENCY : 05JUL 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	PAGES OF	TOTAL 003	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01		01				20220131 1452	1590 5908	
21	RECORD REFERENCED			FILE NUMBER 761256198				CORRECT PERIOD
22				PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED J OTHER	RENEWAL YEARS	
23	REFERENCE			FIRST GIVEN NAME		INITIAL	SURNAME	
24	DESTROY/ TRANSFER			BUSINESS NAME	TUNG KEE INVESTMENT CANADA LTD.			

25	OTHER CHANGE	POSTPONE TO PPSA REFERENCE FILE
26	REASON/	POSTPONE TO PPSA REFERENCE FILE NO. 779612904 AND PPSA REFERENCE
27	DESCRIPTION	FILE NO. 779612886 AS PER A SUBORDINATION AND POSTPONEMENT
28		AGREEMENT.

ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08	RECORDED - FBI, 17 DALLAS CHARLOTTE
09	ADDRESS COL-LATERAL CLASSIFICATION

[illegible]

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR

✓ Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr:2f 05/2022)

Ontario 

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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CERTIFICATE

REPORT : PSSR060
PAGE : 18
(9484)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

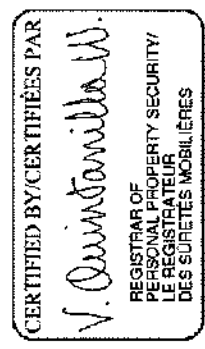
CAUTION FILING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	02	003	20220131 1452 1590 5908	
21	RECORD FILE NUMBER	761256198		
22	REFERENCE	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	RENEWAL YEARS
23	DEBTOR/		J OTHER	CORRECT PERIOD
24	TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME	
			TUNG KEE INVESTMENT LIMITED PARTNERSHIP	
25	OTHER CHANGE		NO.779612904 AND PPSA REFERENCE FILE	
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH		FIRST GIVEN NAME INITIAL SURNAME	
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				
04/07	ADDRESS			ONTARIO CORPORATION NO.

29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	COLLATERAL CLASSIFICATION			
	CONSUMER			
	GOODS INVENTORY EQUIPMENT ACCOUNT'S OTHER INCLUDED			
10				

	YEAR	MAKE	MODEL	
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/	ADDRESS		
	LIEN CLAIMANT			

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

CONTINUED...



(e)24v 05/2022



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

REPORT : PSSR060
PAGE : 19
(9489)

RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. 03	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
21 RECORD REFERENCED	FILE NUMBER 761256198		20220131 1452 1590 5908	
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL CORRECT
			J OTHER	PERIOD
23 REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	YUNGS DEVELOPMENT LIMITED		
25 OTHER CHANGE		NO.779612886.		
26 REASON/				
27 DESCRIPTION				
28				
02/ DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			
06				
04/07	ADDRESS			

ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 COLLATERAL CLASSIFICATION
ADDRESS

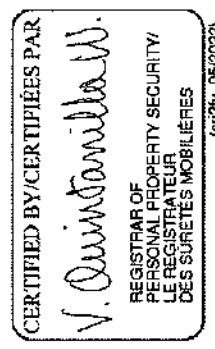
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF NO FIXED
MOTOR VEHICLE DATE OF NO FIXED

11 YEAR MAKE MODEL V.I.N.

12 MOTOR
13 VEHICLE
14 GENERAL
15 COLLATERAL
16 DESCRIPTION
17 REGISTERING AGENT OR
SECURED PARTY/
LIEN CLAIMANT

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

20 CONTINUED...



RUN NUMBER : 187
RUN DATE : 2023/07/06
ID : 20230706191317.95

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

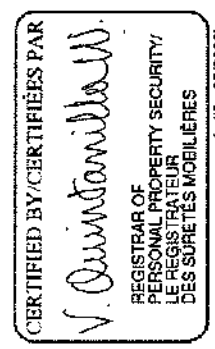
REPORT : PSSR060
PAGE : 20
(9490)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TUNG KEE INVESTMENT LIMITED PARTNERSHIP
FILE CURRENCY : 05JUL 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
782875944	20220511 1034 9234 2618		
780972921	20220309 1515 9234 1736		
779818977	20220121 1132 1590 4404		
779742783	20220118 1447 1590 3866		
779612886	20220112 1058 1590 3047		
761256198	20200326 1327 1862 1373	20210507 1139 1862 7556	20220131 1452 1590 5908

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



Dickinson Wright LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)
SEARCH SUMMARY WITH RESPECT TO:
TUNG KEE INVESTMENT LIMITED PARTNERSHIP

eSummary Requested By: Dickinson Wright LLP
PPSA Enquiry ID: 3472530
File Currency: 16JUL 2023

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PPSA (ONTARIO) SEARCH SUMMARY
TUNG KEE INVESTMENT LIMITED PARTNERSHIP

0657

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.				
						CG	I	E	A	MV
1.	782875944 PPSA	16	20220511 1034 9234 2618 Reg. 99 year(s) Expires PERPETUAL	TUNG KEE INVESTMENT LIMITED PARTNERSHIP TUNG KEE INVESTMENT CANADA LTD. MAN T YUNG (DOB: 27FEB1957)	UBS AG		X		X	X
General Collateral Description: THE DEPOSITS, THE SECURITIES, THE PRECIOUS METALS AND ANY OTHER PROPERTY FROM TIME TO TIME OWNED BY THE DEBTORS (WHETHER OWNED JOINTLY WITH ANY OTHER CHARGOR(S) OR IN ITS OWN NAME) DELIVERED TO, DEPOSITED WITH, TRANSFERRED TO, REGISTERED IN THE NAME OF, HELD IN THE POSSESSION OF, IN THE NAME OF, TO THE ORDER OF, OR UNDER THE CONTROL, INSTRUCTION OR DIRECTION OF (INCLUDING BY WAY OF A POWER OF ATTORNEY OR OTHERWISE), THE SECURED PARTY OR ANY NOMINEE, CUSTODIAN, AGENT, REPRESENTATIVE OR CORRESPONDENT OF THE SECURED PARTY UNDER ANY ARRANGEMENTS.										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.				
						CG	I	E	A	MV
2.	780972921 PPSA	13	20220309 1515 9234 1736 Reg. 99 year(s) Expires PERPETUAL	TUNG KEE INVESTMENT LIMITED PARTNERSHIP TUNG KEE INVESTMENT CANADA LTD.	UBS AG		X		X	X
General Collateral Description: THE DEPOSITS, THE SECURITIES, THE PRECIOUS METALS AND ANY OTHER PROPERTY FROM TIME TO TIME OWNED BY THE DEBTORS (WHETHER OWNED JOINTLY WITH ANY OTHER CHARGOR(S) OR IN ITS OWN NAME) DELIVERED TO, DEPOSITED WITH, TRANSFERRED TO, REGISTERED IN THE NAME OF, HELD IN THE POSSESSION OF, IN THE NAME OF, TO THE ORDER OF, OR UNDER THE CONTROL, INSTRUCTION OR DIRECTION OF (INCLUDING BY WAY OF A POWER OF ATTORNEY OR OTHERWISE), THE SECURED PARTY OR ANY NOMINEE, CUSTODIAN, AGENT, REPRESENTATIVE OR CORRESPONDENT OF THE SECURED PARTY UNDER ANY ARRANGEMENTS.										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.				
						CG	I	E	A	MV
3.	779818977 PPSA	10	20220121 1132 1590 4404 Reg. 2 year(s) Expires 21JAN 2024	TUNG KEE INVESTMENT CANADA LTD. TUNG KEE INVESTMENT LIMITED	2149602 ONTARIO INC.		X	X	X	X

[illegible]

PPSA (ONTARIO) SEARCH SUMMARY
TUNG KEE INVESTMENT LIMITED PARTNERSHIP

0659

			YUNGS DEVELOPMENT LIMITED YUNG MAN TUNG (DOB: 27FEB1957)						
General Collateral Description: SECURITY AND RELATED DOCUMENTS INCLUDING; WITHOUT LIMITATION, GENERAL ASSIGNMENT OF RENTS, GENERAL SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF MATERIAL DOCUMENTS, ASSIGNMENT OF INSURANCE, PROMISSORY NOTE, ALL RELATING TO 3143 19TH AVENUE, MARKHAM, ONTARIO.									
3	20210507 1139 1862 7556 D ASSGNMT	TUNG KEE INVESTMENT CANADA LTD.	SOW CAPITAL ONTARIO LIMITED						
4	20220131 1452 1590 5908 J OTHER	TUNG KEE INVESTMENT CANADA LTD. TUNG KEE INVESTMENT LIMITED PARTNERSHIP YUNGS DEVELOPMENT LIMITED							
POSTPONE TO PPSA REFERENCE FILE Reason for Amendment: POSTPONE TO PPSA REFERENCE FILE NO. 779612904 AND PPSA REFERENCE FILE NO. 779612886 AS PER A SUBORDINATION AND POSTPONEMENT AGREEMENT.									

This is Exhibit "49" referred to in the Affidavit of Wesley Roitman sworn by Wesley Roitman at the City of Toronto, in the Province of Ontario, before me on July 19, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

DAVID P. PREGER

October 7, 2022

Tung Kee Investment Canada Ltd.
118 Grey Alder Avenue
Richmond Hill, ON L4B 3P9

Tung Kee Investment Limited Partnership
118 Grey Alder Avenue
Richmond Hill, ON L4B 3P9

Dear Sir:

Re: Romspen Investment Corporation (the “**Lender**”) mortgage loan (the “**Loan**”) to Tung Kee Investment Canada Ltd. and Tung Kee Investment Limited Partnership (collectively the “**Debtor**”), on the security of property municipally known as 3143 19th Avenue, Markham Ontario

We are solicitors for the Lender and confirm that the Debtor has been in financial default of the Loan since September 1, 2022.

Accordingly, we hereby make formal demand for payment of the indebtedness owing by the Debtor to the Lender pursuant to the Loan, together with all interest accrued thereon, fees, legal fees, disbursements and other expenses which have been and may hereafter be incurred by the Lender in connection with the recovery of the indebtedness. Interest will continue to accrue until payment is received.

The following is a breakdown of the outstanding indebtedness owing under the Loan as of the date October 5, 2022:

Principal as at October 5, 2022	\$29,880,000.00
Interest as at and including October 5, 2022	\$424,487.20

Statement Fee (including HST)	\$282.50
Discharge Fee (including HST)	\$282.50
Prepayment Fee	\$241,626.61
Legal fees of Freedman Law	\$19,060.38
Legal fees of Dickinson Wright LLP	\$4,850.00
TOTAL	\$30,570,589.19

Per diem interest of \$7,794.41 is accruing under the Loan.

We enclose the Lender's Notice of Intention to Enforce Security which is delivered pursuant to s. 244 of the *Bankruptcy and Insolvency Act* and the applicable rules and regulations.

In the event that payment of the Loan in full is not made on or before October 18, 2022, the Lender reserves the right to take whatever measures it may consider necessary or appropriate to preserve and protect its interests and to pursue its remedies under its security, without further notice to the Debtor. Please govern yourself accordingly.

Yours truly,

DICKINSON WRIGHT LLP



David P. Preger

DPP/jn
Encl.

cc: 2407720 Ontario Inc.
118 Grey Alder Avenue
Richmond Hill, ON L4B 3P9

2407721 Ontario Inc.
118 Grey Alder Avenue
Richmond Hill, ON L4B 3P9

Tony Man Tung Yung
75 Queen's College Drive,
Richmond Hill, ON L4B 1X4

NOTICE OF INTENTION TO ENFORCE A SECURITY**Subsection 244(1) of the
*Bankruptcy and Insolvency Act (Canada)***

TO: Tung Kee Investment Canada Ltd. and Tung Kee Investment Limited Partnership
(collectively the “**Debtor**”)

TAKE NOTICE THAT:

1. Romspen Investment Corporation (the “**Lender**”), as secured creditor, intends to enforce its security on the insolvent person’s property described below:

Real property municipally known as 3143 19th Avenue, Markham Ontario; and

All present and future property, assets and undertaking of the Debtor including without limitation, accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, investment property, securities, contracts, licenses, agreements and real property as more fully described in the security agreements set out below.

2. The security that is to be enforced is the following (hereinafter referred to collectively as the “**Security**”):
 - a) Charge/Mortgage registered as Instrument No. YR3373212 in the Land Registry Office of York Region on January 27, 2022, given by the Debtor in favour of the Lender;
 - b) Charge/Mortgage registered as Instrument No. YR3470724 in the Land Registry Office of York Region on August 30, 2022, given by the Debtor in favour of the Lender;
 - c) General Assignment of Rents registered as Instrument No. YR3373213 in the Land Registry Office of York Region on January 27, 2022, given by the Debtor in favour of the Lender;
 - d) General Assignment of Rents registered as Instrument No. YR3470725 in the Land Registry Office of York Region on August 30, 2022, given by the Debtor in favour of the Lender;
 - e) General Security Agreement given by the Debtor in favour of the Lender;

- f) Securities Pledge Agreement given by the Debtor in favour of the Lender; and
 - g) All ancillary security documents given by the Debtor in favour of the Lender.
3. The total amount of indebtedness secured by the Security is as follows:

Principal as at October 5, 2022	\$29,880,000.00
Interest as at and including October 5, 2022	\$424,487.20
Statement Fee (including HST)	\$282.50
Discharge Fee (including HST)	\$282.50
Prepayment Fee	\$241,626.61
Legal fees of Freedman Law	\$19,060.38
Legal fees of Dickinson Wright LLP	\$4,850.00
TOTAL	\$30,570,589.19

The Lender will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, Ontario, this 7^h day of October, 2022.

ROMSPEN INVESTMENT CORPORATION, by
its solicitors, Dickinson Wright LLP, as authorized.

Per:



David P. Preger

This is Exhibit "50" referred to in the Affidavit of Wesley Roitman sworn by Wesley Roitman at the City of Toronto, in the Province of Ontario, before me on July 19, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in dark ink, appearing to read 'D. Preger', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DAVID P. PREGER

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage dated January 27, 2022 and under a certain mortgage dated August 30, 2022, made

BETWEEN:

TUNG KEE INVESTMENT CANADA LTD

Mortgagor

- and -

ROMSPEN INVESTMENT CORPORATION

Mortgagee

on the security of the following certain parcel or tracts of land and premises:

PIN: 03055-0377 (LT)

Legal Description: PART LOT 30 CONCESSION 4 DESIGNATED AS PARTS 8 AND 9 PLAN 65R39839; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 TO 3 INCLUSIVE PLAN 65R39880 AS IN YR3454770; CITY OF MARKHAM

Municipal Address: Markham Ontario

which mortgage was registered on January 27, 2022 in the Land Registry Office for the Land Titles Division of York Region (No. 65) as Instrument No. YR3373212.

PIN: 03055-0379 (LT)

Legal Description: PART LOT 30, CONCESSION 4, PARTS 1, 4 & 5 PLAN 65R39839; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 7 & 8 PLAN 65R39880 & PART 2 PLAN 65R39948 AS IN YR3455770; CITY OF MARKHAM

PIN: 03055-0380 (LT)

Legal Description: PART LOT 30, CONCESSION 4, PARTS 2, 6 & 7 PLAN 65R39839; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 PLAN 65R39880 AS IN YR3455770; CITY OF MARKHAM

Municipal Address: Markham Ontario

which mortgage was registered on August 30, 2022 in the Land Registry Office for the Land Titles Division of York Region (No. 65) as Instrument No. YR3470724.

AND Romspen Investment Corporation hereby gives you notice that the amounts now due on the mortgage for principal money, interest and costs, respectively, are as follows:

Principal Balance

\$29,880,000.00

Discharge Fee (including HST)	\$282.50
Prepayment Interest	\$241,626.61
Legal Fees of Friedman Law (on transaction)	\$19,060.38
Legal Fees of Dickinson Wright LLP	\$10,500.00
Total	<u>\$30,732,409.83</u>
Per Diem Interest after October 25, 2022	\$7,794.41

AND UNLESS the said sums and applicable per diem interest are paid on or before December 5, 2022 together with any further costs and disbursements incurred as may be proper, together with interest thereon at the per diem rate set out above, from October 25, 2022, Romspen Investment Corporation shall sell the properties covered by the mortgage under the provisions contained in it.

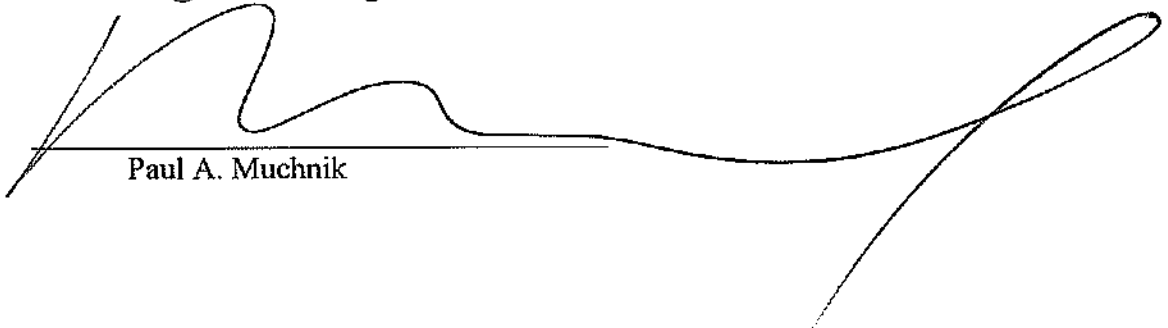
THIS NOTICE is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED at Toronto, Ontario, October 25, 2022.

**ROMSPEN INVESTMENT CORPORATION, by its solicitors,
DICKINSON WRIGHT LLP**
c/o 199 Bay Street, Suite 2200
Toronto, ON M5L 1G4
Phone: (416) 777 4004
Email: Pmuchnik@dickinsonwright.com

Per:

Paul A. Muchnik



**TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO
SERVED UPON HER AGENT, THE MINISTRY OF FINANCE**
Attn: Insolvency Unit
33 King Street West, 6th Floor
Oshawa, Ontario
L1H 8H5

Tung Kee Investment Canada Ltd.
118 Grey Alder Avenue
Richmond Hill, ON L4B 3P9

Tung Kee Investment Limited Partnership
118 Grey Alder Avenue
Richmond Hill, ON L4B 3P9

2407720 Ontario Inc.
118 Grey Alder Avenue
Richmond Hill, ON L4B 3P9

2407721 Ontario Inc.
118 Grey Alder Avenue
Richmond Hill, ON L4B 3P9

Tony Man Tung Yung
75 Queen's College Drive,
Richmond Hill, ON L4B 1X4

Amber Mortgage Investment Corp.
415 - 5900 No. 3 Richmond
Richmond, BC V6X 3P7

Amber Mortgage Investment Corp.
c/o Borden Ladner Gervais LLP Attention: Glynis Selina Huff
22 Adelaide Street West,
Toronto, ON M5H 4E3

2149602 Ontario Inc.
1101 Leslie Street Suite 903
Toronto, ON M3C 4G3

2149602 Ontario Inc.
c/o Fogler, Rubinoff LLP Attention: Deanna Elizabeth Wehby
77 King Street West Suite 3000, PO Box 95 TD Centre
Toronto, ON M5K 1G8

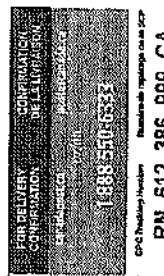
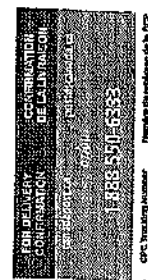
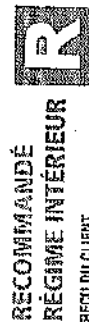
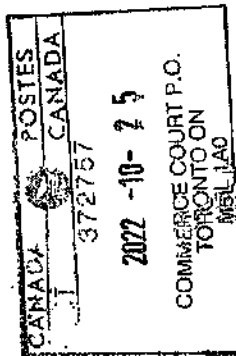
Sow Capital Ontario Limited
650-999 West Broadway
Vancouver, BC V5Z 1K3

Sow Capital Ontario Limited
c/o Miller Thomson Attention: Brenda Lee
40 King Street West, Suite 5800
Toronto, ON M5H 3S1

Pa, Frank and Tung, Stephen
80 Acadia Avenue, Suite 211
Markham, ON L3R 9V1

Pa, Frank and Tung, Stephen
c/o Fogler, Rubinoff LLP Attention: Deanna Elizabeth Wehby
77 King Street West Suite 3000, PO Box 95 TD Centre
Toronto, ON M5K 1G8

		Security or Registered Receipt (Bulk) This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damages. Indemnity and fees information is available on request from your Postal Outlet.	
REGISTERED DOMESTIC CUSTOMER RECEIPT 		RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT 	
À destination de Her Majesty The Queen 33 King St West 6th Floor Oshawa, ON L1H 8H5 \$10.67		À destination de 2149602 Ontario Inc 1101 Leslie St Suite 903 Toronto ON M3C 4G3 \$10.67	
			
33-006-504 (17-12)		33-006-504 (17-12)	
REGISTERED DOMESTIC CUSTOMER RECEIPT 		RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT 	
À destination de Tony Man Tung Yung 75 Queen's College Drive Richmond Hill ON L4B 1X4 \$10.67		À destination de 2149602 Ontario Inc 77 King St West Suite 3000 Toronto, ON M5K 1G8 \$10.67	
			
33-006-504 (17-12)		33-006-504 (17-12)	
REGISTERED DOMESTIC CUSTOMER RECEIPT 		RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT 	
À destination de Pa, Frank and Tung, Stephen 77 King St. West Suite 3000 Toronto, ON M5K 1G8 \$10.67		À destination de 2149602 Ontario Inc 77 King St West Suite 3000 Toronto, ON M5K 1G8 \$10.67	
			
33-006-504 (17-12)		33-006-504 (17-12)	



		Security or Registered Receipt (Bulk) This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damages. Indemnity and loss information is available on the back of this receipt from your Postal Outlet.	
REGISTERED DOMESTIC CUSTOMER RECEIPT DESTINATAIRE Amber Mortgage Investment Corp. 415 - 5900 No. 3 Richmond Richmond BC V6X 3P7 \$10.67 33-086-584 (17-12)	RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT 33-086-584 (17-12)	REGISTERED DOMESTIC CUSTOMER RECEIPT DESTINATAIRE Sow Capital Ontario Ltd 650 - 999 West Broadway Vancouver BC V5Z 1K3 \$10.67 33-086-584 (17-12)	RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT 33-086-584 (17-12)
REGISTERED DOMESTIC CUSTOMER RECEIPT DESTINATAIRE Sow Capital Ontario Limited 40 King St West Suite 5800 Toronto, ON M5H 3S1 \$10.67 33-086-584 (17-12)	RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT 33-086-584 (17-12)	REGISTERED DOMESTIC CUSTOMER RECEIPT DESTINATAIRE Sow Capital Ontario Ltd 650 - 999 West Broadway Vancouver BC V5Z 1K3 \$10.67 33-086-584 (17-12)	RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT 33-086-584 (17-12)

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		Security or Registered Receipt (Bulk) This receipt is necessary if enquiry is desired. Fragile and perishable articles are insured against damage. Indemnity and loss information is available on the back of this receipt.	
REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR CUSTOMER RECEIPT REÇU DU CLIENT		REGISTERED DOMESTIC RECOMMANDÉ RÉGIME INTÉRIEUR CUSTOMER RECEIPT REÇU DU CLIENT	
Sender Instructions: 1) Complete and remove customer receipt. 2) Remove paper backing from receipt. 3) Affix receipt to this form. 4) Remove bottom bar code and affix to "Trace mail data Capture Document". 5) Remove paper backing from label. 6) Apply label to envelope.		Sender Instructions: 1) Complete and remove customer receipt. 2) Remove paper backing from receipt. 3) Affix receipt to this form. 4) Remove bottom bar code and affix to "Trace mail data Capture Document". 5) Remove paper backing from label. 6) Apply label to envelope.	
To Nom: Mr. Frank and Tony, Stephen Adresse: 80 Acadia Ave suite 211 Ville / Prov / Code postal: Markham ON L3R 9V1 Numéro de suivi: \$ 10.67 33-886-584 (17-12)		To Nom: Mr. Frank and Tony, Stephen Adresse: 80 Acadia Ave suite 211 Ville / Prov / Code postal: Markham ON L3R 9V1 Numéro de suivi: \$ 10.67 33-886-584 (17-12)	
Canada Post Postes Canada		Canada Post Postes Canada	
2022-10-25 COMMENCE COURT P.O. TORONTO ON MEL 1A0		2022-10-25 COMMENCE COURT P.O. TORONTO ON MEL 1A0	
33-886-584 (17-12)		33-886-584 (17-12)	

This is Exhibit “51” referred to in the Affidavit of Wesley Roitman sworn by Wesley Roitman at the City of Toronto, in the Province of Ontario, before me on July 19, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in dark ink, appearing to read 'D. Preger', with a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

DAVID P. PREGER

OREAOntario
Real Estate
Association**AGREEMENT OF PURCHASE AND SALE****Toronto
Real Estate
Board**BUYER, _____ agrees to purchase from _____
(full legal names of all Buyers)SELLER, **ROMSPEN INVESTMENT CORPORATION (UNDER POWER OF SALE)**, the following
(full legal names of all Sellers)**REAL PROPERTY:****3143 19th Avenue, Markham Avenue, designated in the Land Titles Office as Property Identifier Number 03055-0377 together with 03055-0379, together with 03055-0380, as shown on the sketch on Schedule "B" attached hereto and further described on Schedule "C" attached hereto** (the "property")
(legal description of land including easements not described elsewhere)

PURCHASE PRICE: _____ Dollars (CDN\$) _____

DEPOSIT:Buyer submits (within two (2) business days of acceptance) **TWO HUNDRED AND FIFTY THOUSAND** Dollars (CDN\$) **250,000.00**

WIRE TRANSFER

MG

by negotiable cheque payable to _____ See Schedule 'C' _____ to be held
in trust with interest pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

Buyer agrees to pay the balance as follows:

- (a) To pay the sum of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) as a further deposit, upon waiver of the condition contained in paragraph 1 of Schedule "A" to this Agreement, to the Deposit Holder, to be held in trust with interest payable as per Schedule "C" pending completion or other termination of this Agreement, and to be credited toward the purchase price on closing. If this Agreement is not completed for any reason, other than the sole default of the Buyer, the Seller and Buyer hereby irrevocably authorize and direct the Deposit Holder to pay all deposits, plus interest earned thereon as aforesaid, to the order of the Buyer, without the requirement of any further authorization or release on the part of the Seller.
- (b) On closing, to pay to the Seller, in cash or by certified cheque, that amount which including all previous deposits paid is equal to one hundred percent (100%) of the Purchase Price, subject to the usual and any other adjustments set out in this Agreement.

SCHEDULE(S) **"A" & "B" & "C" & "D"** attached hereto form(s) part of this Agreement.

1. CHATTELS INCLUDED: **N/A**
2. FIXTURES EXCLUDED: **N/A**
3. RENTAL ITEMS: The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s). If assumable:
N/A **3rd**
4. IRREVOCABILITY: This Offer shall be irrevocable by **Buyer** until **6:00 p.m.** on the **4th** day of **May** 2023,
(Seller/Buyer)
after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
5. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the **date set out in Schedule "A"**.
Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
6. NOTICES: Seller hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. **Only if the Co-operating Broker represents the interests of the Buyer in this transaction**, the Buyer hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. _____ (For delivery of notices to Seller) FAX No. _____ (For delivery of notices to Buyer)

INITIALS OF BUYER(S):

MG

INITIAL OF SELLER(S):

MG

5th business day
prior to closing
0674

7. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.) then such tax shall be in addition to the Purchase Price. If this transaction is not subject to H.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to H.S.T. ~~Expiry of Condition Period~~
8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ~~fifth business day prior to closing~~ (Regulation Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Agricultural) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement not withstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.
22. **UEFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
23. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
24. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Representation section below.
25. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

INITIALS OF BUYER(S):

INITIAL OF SELLER(S):

26. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.DATED at Vaughan this 27th day of APRIL, 2023

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Authorized Signing Officer)

Date
(Seal)

I have authority to bind the Corporation

Per:

(Witness)

(Buyer/Authorized Signing Officer)

Date 4/27/2023 | 13:57
(Seal)

I, the Undersigned Seller, agree to the above Offer.

DATED at _____ this _____ day of _____, 2023

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

ROMSPEN INVESTMENT CORPORATION (UNDER POWER OF SALE)Date
(Witness)

DocuSigned by:

Mary Gianfriddo

(Seller/Authorized Signing Officer)

(Seal)

5/1/2023 | 17:22 EDT

(Witness)

(Seal)

We have authority to bind the Corporation

(Witness)

(Seller/Authorized Signing Officer)

Date
(Seal)**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

Date
(Seal)**CONFIRMATION OF EXECUTION:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and writtenwas finally executed by all parties at _____ a.m./p.m. this _____ day of _____, 2023

(Signature of Seller or Buyer)

REPRESENTATIONListing Broker Royal LePage Your Community Realty, Brokerage

Tel. No. _____

Represents _____

Laura & Frank CormaggiCo-op/Buyer Broker Royal LePage Your Community Realty, Brokerage

Tel. No. _____

Represents _____

Anthony Fata**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

DATE _____
(Seller)DATE _____
(Buyer)DATE _____
(Seller)DATE _____
(Buyer)Address for Service: _____
Tel. No. (_____) _____Address for Service: _____
Tel. No. (_____) _____

Seller's Lawyer _____

Buyer's Lawyer _____

Address: _____

Address: _____

Tel No. _____ FAX No. _____

Tel No. _____ FAX No. _____

FOR OFFICE USE ONLY**COMMISSION TRUST AGREEMENT**

To: Co-operating Broker shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Broker procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This Agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.

DATED _____ of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Signature of Listing Broker or authorized representative
Laura Cormaggi

Acknowledged by:

DocuSigned by:

Anthony Fata

Signature of Co-operating Broker or authorized representative

SCHEDULE "A" to offer to purchase
☒ MG ☐ NF

1. This Agreement and completion of the transaction herein contemplated is conditional for a period (the "conditional period") of forty-five (45) ~~business~~ days following the date of acceptance of this Agreement by both the Vendor and Purchaser, upon the Purchaser satisfying itself, in its sole discretion, that the subject lands may be developed within such time, at such costs, in such manner, and on such terms as may be satisfactory to the Purchaser (all of the foregoing being hereinafter collectively referred to as the "development condition"). If the Purchaser determines that the development condition has been satisfied, the Purchaser shall have the right by delivery of written notice to the Vendor on or before the expiration of the conditional period to waive the development condition and to proceed with this Agreement. If written notice of waiver of the development condition is not delivered to the Vendor on or before the expiration of the conditional period, this Agreement of Purchase and Sale shall automatically become null and void, in which event the Vendor shall forthwith repay to the Purchaser all deposit monies without deduction and with interest, and all parties to this Agreement shall thereafter be relieved of any obligation or liability hereunder.

2. The purchase price includes all plans, surveys, drawings, engineering plans, specifications, studies, soil, environmental and all other reports, and generally all documents (including any leases) and material whatsoever in the possession or under the control of the Vendor relating to the subject lands and/or their proposed development or condition insofar as the same has progressed to date, all of which have been paid for in full by the Vendor and all of which are free and clear of any lien there against, in which respect the Vendor shall provide evidence reasonably satisfactory to the Purchaser on closing. The Vendor covenants to forthwith deliver all such documents and material in its possession to the Purchaser within two (2) business days after the date of acceptance of this Agreement, to be held by the Purchaser pending completion or other termination of this Agreement, and to be returned to the Vendor in the event this transaction is not successfully completed for any reason whatsoever. In addition, the Vendor shall deliver to the Purchaser, within two (2) business days of a request by Purchaser, authorizations necessary to permit the Purchaser to obtain information with respect to the property from the files of relevant government authorities, and/or Vendor's planning and engineering consultants, including any authorizations required by the Purchaser to allow it to interface with any relevant authorities.

☒ MG ☐ NF

☐ NF Thirty (30) ☒ MG

3. The Closing Date of this Agreement shall be ~~forty-five (45)~~ days after waiver/satisfaction of the development condition, provided that if such day falls on a non-banking day, then the closing date shall be moved to the next available banking day thereafter.

4. From and after the date of acceptance hereof, the Purchaser shall be entitled to enter upon the whole or any part of the subject lands to undertake surveys and such tests as the Purchaser may, in its discretion, require, including soil tests provided that the Purchaser shall restore the lands to their original condition at its sole cost and expense. ~~In addition, following waiver of the development condition as set out in paragraph 1 of this Schedule "A", the Purchaser shall have the right, either on its own account, or on behalf of the Vendor, at the sole cost and expense of the Purchaser, to take and complete all such actions, matters and things as may be required by the Purchaser, in its discretion, for the development of the subject lands, including the right to prepare, submit and process all applications and other documents generally required for the development of the subject lands through all governmental authorities having jurisdiction in that regard, and the right to enter into all such agreements as the Purchaser may deem necessary for the development of the subject lands. Vendor shall deliver such written authorizations and execute all such documents as the Purchaser may require to enable the Purchaser to undertake and complete the foregoing.~~

☒ MG ☐ NF

5. The Vendor covenants and agrees to produce and register, on or before the closing date, valid discharges of all existing mortgages, charges or encumbrances whatsoever affecting title to the subject lands, and, to discharge, or otherwise remove from title all easements, right of way, restrictions, or any other matter affecting the title to the subject lands or the use thereof which are not specifically permitted pursuant to the provisions of this Agreement.

☒ MG Back In ☐ NF

Back In, to be ~~reinstated~~.

☒ MG ☒ NF

6. The Purchaser and Vendor acknowledge and agree that the Purchaser shall not be required to pay, or the Vendor to collect and remit, any HST exigible in connection with this transaction provided that the Purchaser on Closing or the beneficial owners of the Purchaser, provides to the Vendor a certificate of an officer of the Purchaser confirming that the Purchaser (or if the Purchaser is a nominee or trustee only, then the beneficial owner) is a registrant for HST and the Purchaser's (or beneficial owner's) registration number as at Closing, as well as an undertaking by the Purchaser (or such beneficial owner) to remit when due any exigible HST and the indemnity provided for herein.

~~7. The Vendor warrants that no portion of the subject lands have been utilized as a waste disposal site or landfill site, and, that there does not now exist in, on or under the subject lands, arising from any current or previous use of the subject lands or from any other source whatsoever, any contaminant, pollutant or hazardous substance that is likely to cause immediately, or at some future time, harm to or degradation of the environment or risk to human health for safety as defined in or pursuant to any federal, provincial and/or municipal laws, by-laws, rules, regulations, orders, codes and requirements now or hereafter in existence relating to the protection of the environment and public health and safety, and that the subject lands have not been utilized for any purpose which would require permission, approval, authority or license from the Ministry of the Environment or any other authority having jurisdiction for any future development of the subject lands. The Vendor hereby indemnifies the Purchaser against all costs, losses, damages and liabilities whatsoever arising from a breach of such warranty. Such warranty and indemnity shall not merge on closing, and shall be contained as a provision in any mortgage taken back by the Vendor and in a separate written confirmation of the same delivered by the Vendor to the Purchaser on closing. Compliance with such warranty is a condition of completion of this Agreement, which condition is expressed to be for the sole benefit of the Purchaser.~~

8. The Purchaser shall have the right to assign this Agreement to any person or persons, corporation or corporations as may be designated by the Purchaser in its discretion, or to cause title to the subject lands to be taken in a name other than the Purchaser herein (any party so designated by the Purchaser being hereinafter referred to as the "assignee"). Provided that upon the Purchaser delivering to the Vendor, a written covenant of such assignee to be bound by the provisions of this Agreement, ~~the Purchaser hereinbefore originally named shall be relieved of all obligation and liability whatsoever pursuant to the provisions of this Agreement, and, such assignee shall be deemed to be the party hereinbefore originally named as the Purchaser.~~

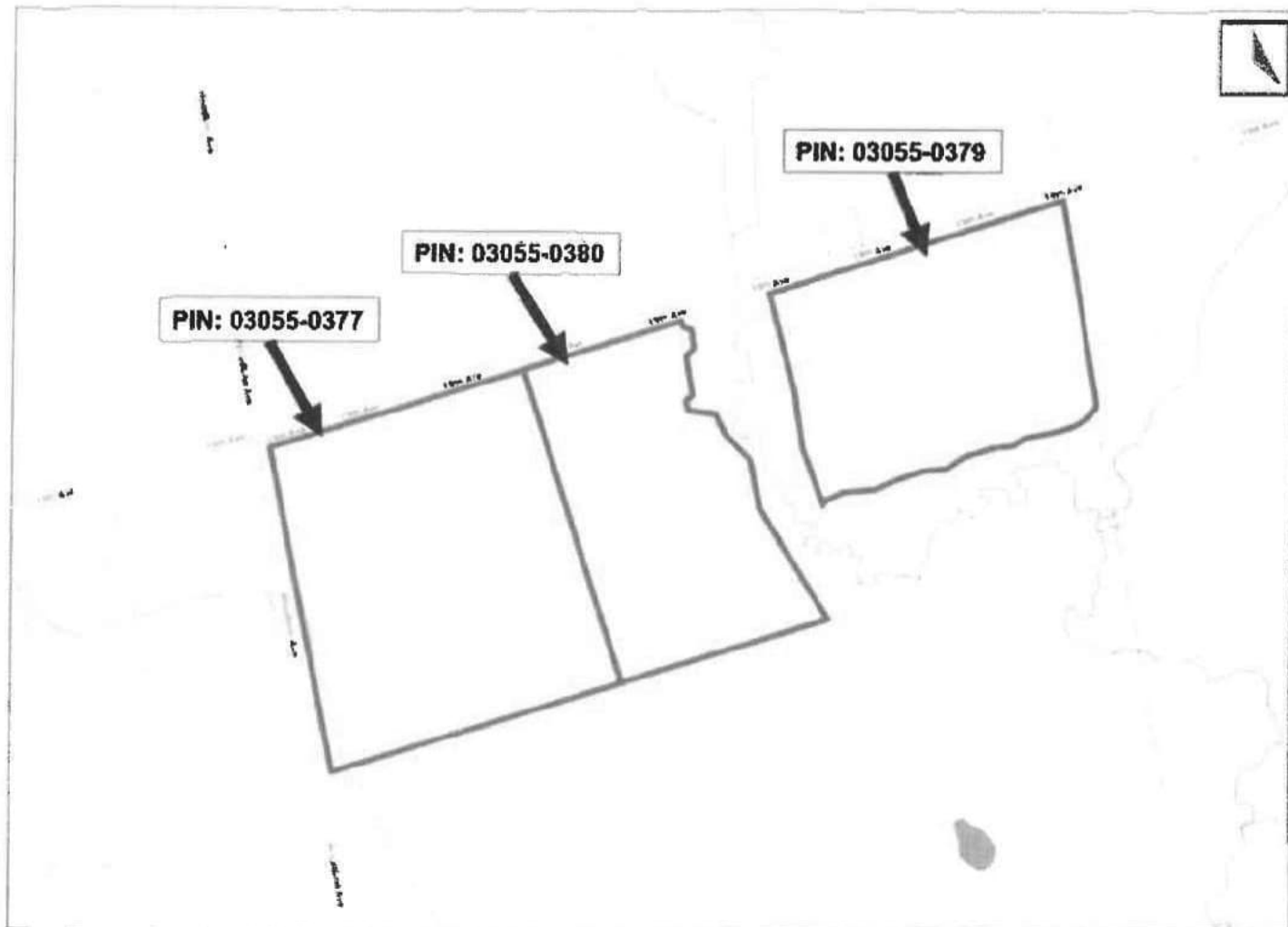
~~9. The Vendor hereby warrants and represents that there are no work orders or deficiency notices outstanding against the property and it so will be complied with at its own expense on or before closing.~~

~~10. The rights, remedies and recourses of the Vendor in connection with this Agreement (and whether arising in contract or tort) are limited to the Purchaser notwithstanding that the Purchaser may be, or deemed to be by law, acting as an agent, trustee or otherwise on behalf of some other person, firm, entity or corporation and the. Vendor hereby agrees that with respect to this Agreement it shall not have any rights, remedies or recourses against such other person, firm, entity or corporation nor against any officer, director, shareholder or employee of the Purchaser, whether at law or otherwise. The provisions of this section shall be deemed to survive Closing and shall not merge.~~

5. The Vendor covenants and agrees to produce and register, on or before the closing date, valid discharges of all existing mortgages, charges or encumbrances whatsoever affecting title to the subject lands, and to discharge, or otherwise remove from title all easements, right-of-way, restrictions, or any other matter affecting the title to the subject lands or the use thereof which are not specifically permitted pursuant to the provisions of this Agreement.

10. The rights, remedies and recourses of the Vendor in connection with this Agreement (and whether arising in contract or tort) are limited to the Purchaser notwithstanding that the Purchaser may be, or deemed to be by law, acting as an agent, trustee or otherwise on behalf of some other person, firm, entity or corporation and the. Vendor hereby agrees that with respect to this Agreement it shall not have any rights, remedies or recourses against such other person, firm, entity or corporation nor against any officer, director, shareholder or employee of the Purchaser, whether at law or otherwise. The provisions of this section shall be deemed to survive Closing and shall not merge.

SCHEDULE "B"



INITIALS OF BUYER(S):

DS
[Signature]

INITIAL OF SELLER(S):

DS
MG

Schedule C

Form 505

for use in the Province of Ontario

Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [REDACTED], and

SELLER: ROMSPEN INVESTMENT CORPORATION (UNDER POWER OF SALE)

for the purchase and sale of 3143 19TH AVENUE MARKHAM ON L6C 1L8

4/27/2023 | 13:57 PDT

dated the day of 20²³

LEGAL DESCRIPTIONS:

PIN: 03055-0377 (LT) LEGAL DESCRIPTION: PART LOT 30 CONCESSION 4 DESIGNATED AS PARTS 8 AND 9 PLAN 65R39839; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 TO 3 INCLUSIVE PLAN 65R39880 AS IN YR3454770; CITY OF MARKHAM

PIN: 03055-0379 (LT) LEGAL DESCRIPTION: PART LOT 30 CONCESSION 4, PARTS 1, 4 & 5 PLAN 65R39839; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 7 & 8 PLAN 65R39880 & PART 2 PLAN 65R39948 AS IN YR3455770; CITY OF MARKHAM

PIN: 03055-0380 (LT) LEGAL DESCRIPTION: PART LOT 30 CONCESSION 4 PARTS 2, 6 & 7 PLAN 65R39839; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 PLAN 65R39880 AS IN YR3455770; CITY OF MARKHAM

The Buyer and Seller acknowledges and agrees that the deposit holder (Royal LePage Your Community Realty Brokerage) discloses that the depositor's funds are being held in a variable interest rate account "In Trust", as specified by the Real Estate Business Brokers Act 2002 section 27, at the current rate of prime less 2.15%. The Brokerage calculates and disburses all interest earned for the benefit of all Depositors (Buyers) unless otherwise directed in writing by the Depositor (Buyer). The interest earned on all deposits is subject to an administration fee of ninety five dollars (\$95.00) plus HST per deposit or further deposits. In the event the interest earned does not exceed Ninety Five dollars (\$95.00) such interest shall be retained by the Brokerage as full payment of the administration fee (no accounting statement will be provided). No interest shall be paid to the Buyer unless the Buyer provides the deposit holder with a Social Insurance Number and mailing address for use on the T5 forms prior to completion of this transaction. For all purposes of this notice, the terms "banking days" or "business days" shall mean any day other than a Saturday, Sunday or Statutory Holiday in the Province of Ontario.

The Seller and Buyer agree and acknowledge that all measurements and information provided by Royal LePage Your Community Realty on the MLS listing, Feature Sheets, and any other marketing materials for the subject property, have been supplied for reference purposes only and such Royal LePage Your Community Realty does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying.

In accordance with the Privacy Act (PIPEDA), the Buyers and the Sellers hereby agree to allow the Listing Brokerage and their Representatives to distribute information pertaining to the sale of the property in future marketing material upon this Agreement becoming firm and binding. Such information may include the price or sold price percentage in relation to asking price, picture, and address of the home, but shall not include the names or personal information about the Buyer or Seller.

Buyer/Buyer agent to verify: Vacant Land Acres and Taxes.

(A) + (B) (A)- Subject to below, the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian as defined by the Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada) (the "Foreign Buyer Ban"), and therefore the Buyer is not prohibited from purchasing residential property in Canada.

(B)- Provided that if the Buyer is a non-Canadian as defined by the Foreign Buyer Ban, the Buyer represents and warrants that the Buyer qualifies for an exception under Section 4 of the Foreign Buyer Ban and is therefore not prohibited from purchasing residential property in Canada. These representations and warranties shall survive and shall not merge on closing. The Buyer hereby indemnifies the Seller against any costs, claims, or any other damages incurred by the Seller as a result of the Buyer being prohibited from purchasing residential property under the Foreign Buyer Ban.

The Buyer understands, acknowledges and agrees that the subject property/vacant land is being sold 'As Is, Where Is.'

The Seller, Listing Agents and Listing Brokerage do not make any warranty or representation of any kind, including total developable Acres of Land and/or total Acres being sold.

The Buyer acknowledges having had the opportunity to conduct due diligence and the opportunity to seek independent Legal Counsel advice.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[REDACTED]

INITIALS OF SELLER(S):

[REDACTED]

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Confirmation of Co-operation and Representation Buyer/Seller

BUYER: [REDACTED]

SELLER: Romspon Investment Corporation (As Trustee Under Power Of Sale)

For the transaction on the property known as: 3143 19th Ave Markham ON L6C1L8

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokerage represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- or: ☐ by the Seller in accordance with a Seller Customer Service Agreement
- ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g., The Buyer Brokerage represents more than one Buyer offering on this property.)

DS INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER [REDACTED] CO-OPERATING/BUYER BROKERAGE AF SELLER MG LISTING BROKERAGE DS

"D"
SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

For 3143 19th Avenue Markham, Ontario L6C 1L8 (Address for the "Property") ROMSPEN INVESTMENT CORPORATION (AS TRUSTEE UNDER POWER OF SALE)(Seller)

Sale to _____ (Buyer[s])




The following terms replace, modify or add to other terms of the Agreement of Purchase and Sale to which it is appended. The terms in this Schedule override any other term or condition of the agreement. Any matter provided for in this Schedule as well as any other part of the Agreement shall be settled by a broad construction of the applicable term in this Schedule.

1. The description of the Property is believed by the Seller to be correct but if any statement, misstatement, error or omission shall be found in the particulars thereof, the same shall not annul or terminate the sale nor entitle the Buyer to be relieved of any obligation hereunder, nor shall any compensation or abatement in the Purchase Price be allowed to either the Seller or the Buyer in respect thereof.
2. The Buyer acknowledges that the Seller is selling the lands and premises to the Buyer in exercise of the Power of Sale provisions contained in a mortgage (the "Mortgage") the Seller holds on the Property. The Buyer agrees to accept title pursuant to the rights of the Seller under its mortgage and in accordance with the terms of the Mortgage and Part III of the Mortgages Act (Ontario), as same may be amended from time to time.
3. The Seller represents herein that there is a default under the terms of its mortgage as of the date hereof which default entitles the Seller to exercise its rights of Power of Sale. The Transfer/Deed shall exclude the implied covenants in Subsection 5(1) (i) (ii) and (iii) of the Land Registration Reform Act (Ontario). The Transfer/Deed shall contain the appropriate statements as determined by the solicitor for the Seller that the sale herein complies with the provisions of the Charge/Mortgage and the Mortgages Act of Ontario.
4. The Buyer shall purchase the Property as it exists at the present time without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the Property. The Seller makes no representations or warranty with respect to any defects in workmanship, state of repair or location of structures, walls, retaining walls or fences (freestanding or otherwise). The Seller shall have no responsibility whatsoever to remedy any defect, comply with any work orders, or complete any unfinished work. The Buyer will accept the Property "as is" on the day of closing and acknowledges that it has relied entirely upon its own inspections and investigations with respect to the quantity, quality and value of the Property. The Seller shall not be required to discharge any mortgages, liens or other encumbrances registered subsequent to the Charge/Mortgage of Land under which the Power of Sale is being exercised.
- ~~5. The Buyer agrees that the Seller may, in its absolute discretion accept, on or before the closing date or any extension thereof, redemption of the Mortgage in whole or in part, by any party having an interest in the Property and, thereupon, the Seller may terminate this agreement without liability of any kind to the Buyer.~~
6. The Buyer agrees to accept the Property regardless of any order affecting the Property regarding its condition or use (including deficiency or other notices, compliance requests, work and other orders) and subject to all judicial, municipal or any other governmental by-laws, agreements, restrictions (registered or unregistered), or orders as well as any registered restriction agreements or covenants which run with the land. Without limiting the generality of the foregoing, the Buyer agrees to accept title to the Property subject to any registered Notices of Security Interest, any easements in favour of any utility and further agrees to accept any standard municipal subdivision agreements with the Municipality registered on the title to the Property, providing each has been complied with, or providing security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant Municipality. The Buyer further agrees to accept the Property subject to rights of way, easements, covenants that run with the land or minor encroachments by buildings or fences on the subject Property or adjoining properties or streets, all municipal and other development and sewer levies, fees, imposts and charges and all amounts added to the tax roll (other than realty taxes imposed on the assessment of the Property and public utilities which are a lien prior to the Mortgage), in all cases regardless of whether there is compliance. If the Property is oil heated, the Buyer accepts the oil tank in its "as is" condition.
7. In the event any issue is raised with respect to the exercise of the Power of Sale by the Seller which affects the Seller's ability to transfer title to the Property in accordance with this Agreement by requisition, notice, certificate of pending litigation or any other manner, or if vacant possession cannot be provided, the Seller may at its option extend the closing date for a period or periods of time not exceeding 50 days in total. If the Seller is unable to resolve any such issue by the expiry of the extension period or periods, the Seller at its sole option may terminate this Agreement without liability of any kind to the Buyer and the deposit returned without interest or deduction.
8. Notwithstanding any other clauses set out in this Agreement, the purchase price herein shall not include any chattels. The Seller agrees to sell only such interest as it may have in the fixtures and chattels as referred to in the Agreement of Purchase and Sale and/or located on the Property and does not guarantee title to the chattels nor does it warrant the condition or state of repair of the chattels. The Seller shall deliver possession of the said fixtures and chattels found on the Property "as is" on closing without bill of sale, warranty, security interest discharge, or title documentation and shall make no further adjustments or abatements in the purchase price with respect thereto. The Seller shall not be obligated to remove any chattels prior to closing.
9. The Seller covenants that it has done no act to encumber the Property as at the date hereof and the Seller covenants that it shall do no act to encumber the Property from the date of acceptance hereof to the date of closing. The Seller shall not sell or dispose of the Property between the date hereof and the date of closing. The Seller shall not be required to furnish or produce any abstract, deed, declaration or other document or evidence of the title except those in its possession.
10. Where a Court of competent jurisdiction prevents the completion of the within sale by an interim, interlocutory, permanent injunction or otherwise, then the Seller (Mortgagee) is not obligated to complete the said transaction and this Agreement is to be terminated as being null and void and the deposit shall be returned to the Buyer without interest or deduction. In no event shall the Seller be responsible for any costs, expenses,




loss or damages incurred or suffered by the Buyer in any way related to this Agreement.

Notwithstanding the foregoing, the seller hereby undertakes and agrees to take all reasonable actions to oppose an injunction, application or court order that may oppose or delay the sale contemplated herein.

11. The Buyer agrees to assume all existing tenancies affecting the Property and the Seller shall provide to the Buyer on closing any documentation relating to those tenancies which it has in its possession. The Seller makes no representation whatsoever with respect to any tenancy or occupancy of the Property or as to the compliance of the existing rents with existing rent control legislation. The Seller shall not be required to provide any documentation signed by tenant(s) confirming the status of the tenancy/ies or occupancy. The Seller shall further not be obligated to provide any credit or other adjustment to the Buyer on closing for any current or pre-paid rent, interest, or other adjustments respecting any tenancy other than for rent actually received by the Seller. Where the Buyer provides the Seller with a sworn declaration pursuant to Section 53 of the Mortgages Act that the Buyer requires possession for personal or family occupancy, the Seller will serve the tenants with a Notice of Termination in the prescribed manner, but the Seller shall not be required to take any further action on behalf of the Buyer to seek or recover vacant possession of the Property, which shall remain the Buyer's responsibility.
12. Notwithstanding any other clauses in this Agreement, the Seller makes no representation whatsoever as to whether the Property has been insulated with Urea Formaldehyde Foam Insulation or whether the Property contains any other substances that may be hazardous or toxic or toxic within the meaning of the Environmental Protection Act (Ontario).
13. If this transaction is subject to Harmonized Sales Tax (HST), then such HST shall be in addition to and not included in the purchase price. The Seller shall not supply any Warranty, Statutory Declaration or Certificate with respect to the subject Property's status as a used residential property or as to whether this transaction is an exempt supply in accordance with the provisions of the Excise Tax Act (Part VII) (HST). The Buyer further indemnifies and saves harmless the Vendor and its solicitors, from all claims that may be made in connection with any HST which may be applicable to this transaction. The Seller shall not be responsible to provide any certificates with respect to the applicability of HST to the transaction. Provided, however, that the Seller is solely responsible for the payment of HST on the amount of any real estate commission payable by the Seller hereunder.
14. Notwithstanding any statement to the contrary contained in the Agreement of Purchase and Sale, the Seller shall not be obligated to obtain or provide any survey of the subject Property save as may actually be in the possession of the Seller.
15. The Buyer herein represents and warrants that it has no association with, is not acting on behalf of, nor is it related to the Mortgagor/registered owner of the subject Property whose mortgage is in default and pursuant to which mortgage the Seller is selling the Property under Power of Sale. This representation and warranty shall survive the closing of the within transaction.
16. Post-closing adjustments will only be made if brought to the Seller's attention within 30 days of the date of closing, otherwise there will be no adjustments whatsoever after closing, including without limiting the foregoing, adjustments for realty taxes, business taxes, property assessments, sewer levies, water, hydro and utilities.
17. If the Property is a condominium, notwithstanding anything to the contrary in this Agreement, the Seller makes no representations and warranties about condominium matters, including current expenses, potential special assessments or legal actions pending against the condominium corporation, if any, and the Buyer shall not be entitled to terminate or to any abatement or damages relating to these matters. If any special assessments are levied and outstanding, the Seller is responsible for amounts payable on account thereof only for its period of possession until closing.
18. The Seller states and the Buyer acknowledges that the Seller is not and will not be at time of closing a non-resident of Canada as defined by the Income Tax Act; the Seller will not provide any affidavit evidence with respect thereto.
19. Where the provisions of this Schedule conflict with any terms in the Agreement of Purchase and Sale, the parties agree that the provisions of this Schedule shall govern and prevail.
20. Acceptance of this offer by either party and communication of same by facsimile transmission shall be binding upon each party as if such documents transmitted were original executed documents. Where available, title shall be conveyed electronically. Whether conveyed electronically or in the manner required by the Director of Titles, the Buyer shall accept the prescribed solicitor's statements attached to the transfer as conclusive evidence of compliance with the Mortgages Act and other applicable legislation. The Seller will not provide any affidavit evidence in support of compliance. At the Seller's option, the Buyer shall deliver all closing funds through the Teranet Closure System and all costs and fees of delivering the closing funds in such manner shall be paid for by the Buyer.
21. Upon termination of this Agreement by reason of default of the Buyer, the deposit together with any interest herein shall be paid to the Seller by the Seller's Agent forthwith without any further direction or consent from the Buyer being required, and the Buyer shall not direct or cause or attempt to cause the Seller's Agent to do otherwise.

Per: Mary Gaufrido
 Seller
 Per: [Redacted]
 Buyer

5/1/2023 | 17:22 EDT

Date

4/27/2023 | 15:02 PDT

Date

TORONTO 41227-199 1616517v1

This is Exhibit "52" referred to in the Affidavit of Wesley Roitman sworn by Wesley Roitman at the City of Toronto, in the Province of Ontario, before me on July 19, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

DAVID P. PREGER

Janet C. Nairne

From: David P. Preger
Sent: Friday, May 5, 2023 1:04 PM
To: Jonathan Kulathungam; Baniyadi, Ali
Cc: Tang, David; Paul A. Muchnik; Janet C. Nairne
Subject: Tung Kee Investment Canada Ltd.

Gentlemen,

Yesterday (May 4, 2023), our client Romspen Investment Corporation, as seller under power of sale, entered into an agreement of purchase and sale with a buyer to sell the mortgaged property. The agreement of purchase and sale is subject to a 45 due diligence period. Closing is to take place 30 days after the buyer's waiver/satisfaction of its due diligence condition. As the buyer was unwilling to agree to permitting our client to accept redemption of its mortgage and terminate the agreement of purchase and sale without liability, your client's right to redeem is at an end. We will notify you whether the buyer elects to waive to its due diligence condition.

David P. Preger Partner

199 Bay Street
Suite 2200
Commerce Court West
Toronto ON M5L 1G4

Phone 416-646-4606
Fax 844-670-6009
Email DPreger@dickinsonwright.com

[Profile](#) [V-Card](#)

DICKINSON WRIGHT LLP

ARIZONA CALIFORNIA FLORIDA ILLINOIS KENTUCKY MICHIGAN NEVADA
OHIO TENNESSEE TEXAS WASHINGTON D.C. TORONTO

This is Exhibit "53" referred to in the Affidavit of Wesley Roitman sworn by Wesley Roitman at the City of Toronto, in the Province of Ontario, before me on July 19, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

DAVID P. PREGER

OREAOntario
Real Estate
Association**AGREEMENT OF PURCHASE AND SALE****Toronto
Real Estate
Board**

BUYER, _____ (full legal names of all Buyers) agrees to purchase from

SELLER, **ROMSPEN INVESTMENT CORPORATION (UNDER POWER OF SALE)** the following
(full legal names of all Sellers)**REAL PROPERTY:****3143 19th Avenue, Markham Avenue, designated in the Land Titles Office as Property Identifier Number 03055-0377 together with 03055-0379, together with 03055-0380, as shown on the sketch on Schedule "B" attached hereto and further described on Schedule "C" attached hereto** (the "property")
(legal description of land including easements not described elsewhere)

PURCHASE PRICE _____ Dollars (CDN\$) _____

DEPOSIT: _____
Buyer submits **within two (2) business days of acceptance** **TWO HUNDRED AND FIFTY THOUSAND** Dollars (CDN\$) **250,000.00**by negotiable cheque payable to **See Schedule 'C'** to be held
In trust with interest pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

Buyer agrees to pay the balance as follows:

- (a) To pay the sum of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) as a further deposit, upon waiver of the condition contained in paragraph 1 of Schedule "A" to this Agreement, to the Deposit Holder, to be held in trust with interest payable as per Schedule "C" pending completion or other termination of this Agreement, and to be credited toward the purchase price on closing. If this Agreement is not completed for any reason, other than the sole default of the Buyer, the Seller and Buyer hereby irrevocably authorize and direct the Deposit Holder to pay all deposits, plus interest earned thereon as aforesaid, to the order of the Buyer, without the requirement of any further authorization or release on the part of the Seller.
- (b) On closing, to pay to the Seller, in cash or by certified cheque, that amount which including all previous deposits paid is equal to one hundred percent (100%) of the Purchase Price, subject to the usual and any other adjustments set out in this Agreement.

SCHEDULE(S) **"A" & "B" & "C" and "D"** attached hereto form(s) part of this Agreement.

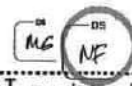
1. CHATELS INCLUDED: **N/A**
2. FIXTURES EXCLUDED: **N/A**
3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s). If assumable:
N/A
4. IRREVOCABILITY: This Offer shall be irrevocable by **Buyer** until **6:00 p.m.** on the **14th** day of **July**, 20**23**,
(Seller/Buyer) after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
5. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the **date set out in Schedule "A"**. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
6. NOTICES: Seller hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. **Only if the Co-operating Broker represents the interests of the Buyer in this transaction**, the Buyer hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. _____ (For delivery of notices to Seller) FAX No. _____ (For delivery of notices to Buyer)

INITIALS OF BUYER(S): _____

INITIAL OF SELLER(S): _____

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7. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.) then such tax shall be In addition to the Purchase Price. If this transaction is not subject to H.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to H.S.T. Expiry of Condition Period (Requisition Date) to
8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the fifth business day prior to closing to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Agricultural) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided:
22. **UEFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
23. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
24. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Representation section below.
25. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

INITIALS OF BUYER(S):

INITIAL OF SELLER(S):

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.DATED at Vaughan this 12th day of July, 2023

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

Date July 12, 2023

I have authority to bind the Corporation.

(Witness)

Per:

(Buyer/Authorized Signing Officer)

(Seal)

Date

I, the Undersigned Seller, agree to the above Offer.

DATED at _____ this _____ day of _____, 2023

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

ROMSPEN INVESTMENT CORPORATION (UNDER POWER OF SALE) Date _____

DocuSign (Seller)

(Seal)

Mary Gianfriddo

7/14/2023 | 12:17 EDT

(Witness)

B3BCFAE8 (Seller/Authorized Signing Officer)

(Seal)

We have authority to bind the Corporation.

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

CONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written

was finally executed by all parties at _____ a.m./p.m. this _____ day of _____, 20____.

(Signature of Seller or Buyer)

REPRESENTATION

Royal LePage Your Community Realty, Brokerage

Listing Broker

Tel. No. _____

Represents

MULTIPLE REPRESENTATION

Laura and Frank Cormaggi

Royal LePage Your Community Realty, Brokerage

Co-op/Buyer Broker

Tel. No. _____

Represents

MULTIPLE REPRESENTATION

Anthony Fata**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

ROMSPEN INVESTMENT CORPORATION LIMITED

DATE _____

(Seller)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

(Buyer)

DATE _____

(Buyer)

DATE _____

Address for Service: _____

Tel. No. (_____) _____

Address for Service: _____

Tel. No. (_____) _____

Seller's Lawyer: _____

Buyer's Lawyer: _____

Address: _____

Address: _____

Tel No. _____

FAX No. _____

Tel No. _____

FAX No. _____

FOR OFFICE USE ONLY**COMMISSION TRUST AGREEMENT**

To: Co-operating Broker shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Broker procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This Agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.

DATED as of _____ day of _____, 20____, the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

DocuSigned by:

Signature of Listing Broker or authorized representative

Signature of Co-operating Broker or authorized representative