

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

**SUPPLEMENTAL MOTION RECORD
(returnable February 14, 2019)**

DATE: February 13, 2019

GOLDMAN SLOAN NASH & HABER LLP
Barristers and Solicitors
Suite 1600, 480 University Avenue
Toronto, Ontario, M5G 1V2

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Lawyers for MNP Ltd. in its capacity as the
court appointed liquidator of WG Vineyard
Niagara Inc. and WG Domaine Niagara Inc.

TO: THE SERVICE LIST

AND TO: CHOWN CAIRNS LLP

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TAB 1

Court File No. C-100/18

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

SUPPLEMENTAL REPORT TO THE SECOND REPORT OF THE LIQUIDATOR
FEBRUARY 13, 2019

1. This supplemental report (the “**Supplemental Report**”) is to be read in conjunction with the Second Report of the Liquidator, dated February 7, 2019 (the “**Second Report**”). All defined terms are as defined in the Second Report.
2. On February 7, 2019, the Liquidator made a motion, returnable on February 15, 2019, to the Court seeking the Court’s approval of the following:
 - i. authorizing and directing the Liquidator to enter into and carry out the terms of the APS, and vesting title in and to the Property in the Purchaser, upon the closing of the Four Mile Creek Transaction contemplated by the APS;

- ii. sealing the confidential appendices described below until the Liquidator files a certificate confirming that the Four Mile Creek Transaction has been completed;
 - iii. approving the Liquidator's interim fees and disbursements since the First Report, including the fees and disbursements of GSNH;
 - iv. approving the conduct and activities of the Liquidator as described herein; and
 - v. such other relief as the Court deems just.
3. Subsequent to serving the Motion Record, counsel for the Applicant sent the Liquidator's counsel an email inquiring as to whether an interim distribution had been made to Sunnyways from the proceeds generated from the sale of the Progressive Property. The Liquidator's counsel then sought consent of counsel for the Applicant and Estate of Zhendong Wang to making an interim distribution of the the Undisputed Amounts (defined below) to Sunnyways and neither party raised any objections.

PURPOSE OF THIS REPORT

4. The purpose of this Supplemental Report is to provide the Court with further information on Sunnyways' claim in support of the Court issuing an order authorizing an interim distribution to Sunnyways of the Undisputed Amounts.

SUNNYWAYS

5. As noted in the Second Report, on November 6, 2015, Sunnyways, a private lender, and the Companies entered into a loan agreement (the "**Sunnyways Agreement**"), whereby Sunnyways lent the sum of \$2,250,000 (of which \$1,500,000 was advanced against the Four Mile Creek Property (the "**Four Mile Creek Principal Balance**") and \$750,000 against the

Progressive Property (the “**Progressive Principal Balance**”) to the Companies to take out the Farm Credit Canada mortgages that were provided when the Companies acquired the Properties. The Sunnyways loan is secured by a first mortgage against each of the Properties. The original loan agreement was for a two-year term. On September 21, 2017, the parties entered into a Loan Extension Agreement by which the term was extended by three months. A copy of the Sunnyways Agreement and the related Loan Extension Agreement are attached as **Appendix “A”**.

6. The Liquidator’s counsel is of the opinion that the Sunnyways Charge is properly registered against title the Properties and forms a valid and enforceable mortgage against the Properties. A copy of a title abstract dated February 11, 2019 is attached as **Appendix “B”**.
7. The Sunnyways Charge is the only charge registered against the Properties and Liquidator is not aware of any other priority claims against the Properties. The balance of funds available, after payment of the Sunnyways mortgage and amounts subject to the Liquidator’s Charge, will be retained pending a claims process so that payables can be dealt with in a proper manner.
8. On March 8, 2018, Sunnyways issued the Notice of Sale. After the Liquidator’s appointment, counsel for the Liquidator communicated with counsel for Sunnyways requesting the additional information concerning certain amounts claimed under the Notice of Sale, including:
 - a. Details of the late payment interest;
 - b. Details relating to the bonus interest rate charged after default; and

- c. Details of the NSF and late payment charges, including the dates of the NSF/late payments;
9. On February 11, 2019, Sunnyways counsel delivered a revised payout statement eliminating its claim for payment of the NSF and late payment charges, interest bonus and accelerated interest charges. The Liquidator has not reviewed this revised payout calculation in detail.
10. In the First Report, the Liquidator advised that, “At this time, the Liquidator’s counsel has not provided an opinion as to the validity and enforceability of the Sunnyways mortgage. The Liquidator will review the Sunnyways loan and security documentation in order to be able to discuss any issues with Sunnyways and, if necessary, seek direction from the Court on such in advance of any final distribution to Sunnyways and discharge of its security.”
11. Notwithstanding Sunnyways’ failure to respond to the Liquidator’s inquiries prior to February 11, 2019 and after consulting with counsel for the stakeholders concerning a distribution to Sunnyways and receiving no objections, the Liquidator is satisfied that Sunnyways be paid the Progressive Principal Balance from the proceeds of the sale of the Progressive Property and the Four Mile Creek Principal Balance (collectively, the “**Undisputed Amounts**”) from the proceeds of the sale of the Four Mile Creek Property provided the Four Mile Creek Transaction is completed.

CONCLUSION

12. Based on the foregoing, the Liquidator respectfully recommends that the Court make an Order authorizing the distribution of the Undisputed Amounts from the funds available from the sale of the Progressive Property and the funds to be realized from the Four Mile Creek Transaction, once such transaction is completed.

All of which is respectfully submitted this 13th day of February 2019.

MNP LTD.,
in its capacity as the
Liquidator of WG Vineyard Niagara Inc. and WG Domaine Niagara Inc.

Per: 

Sheldon Title
Senior Vice President

Appendix "A"

LOAN EXTENTION AGREEMENT

BETWEEN:

SUNNYWAYS INVESTMENT INC.
(the "Lender")

-and-

**WG DOMAINE NIAGARA INC. AND
WG VINEYARD NIAGARA INC.**
(the "Borrower")

WHEREAS the Borrower obtained a loan from the Lender in the sum of \$2,250,000 bearing interest rate at 10% per annum for a term of 2 years which commenced on November 16, 2015 and expiring on November 16, 2017, and

WHEREAS the Lender has agreed to extend the loan for a further of three months with the same terms and conditions defined in the loan agreement upon the request of the Borrower, and

WHEREAS the existing loan was secured by a first mortgage on the properties municipally know as 1123-1125 Four Mile Creek Road, Niagara-on-the-Lake ON & 1100 Progressive Avenue, Niagara-on-the-Lake ON (the "Property").

Now the parties agree as follows:

1. The Borrower and Lender agree to extend the term of the loan for a further term of three months at the interest rate of 10% per annum.
2. The Borrower agrees to provide 3 post-dated cheques of \$18,750 to the Lender upon acceptance of this extension agreement.
3. The Borrower agrees to pay 1% of loan amount to the lender or its representative for non-refundable standby fee or extension/renewal fee or commitment fee upon acceptance of this extension agreement.
4. Provided that the Borrower when not in default hereunder shall have the privilege of prepaying the whole or part of the Loan hereby secured during the extension term by giving Lender one months' prior notice in writing, otherwise one month interest will be paid by the Borrower as the prepayment penalty fee

Initial (Borrower): WG

Initial (Lender): AZ

- 5. In the event that the properties are sold before Nov 16th 2017. the Borrower will pay 1-month interest as the penalty fee if the borrower wants to pay off the mortgage on Nov 16 2017 without extension.
- 6. In the event that the properties is partially sold before Nov 16th 2017. the Borrower will pay 1-month interest (for the sold property) as the penalty fee if the borrower wants to pay off the mortgage (for the sold property) on Nov 16 2017 and extend the unsold property.
- WG7. "If the borrower needs another 3-month extension, the borrower needs to send the extension request in writing to the lender or its representative on or before on December 15th 2017, and agrees to pay 11% interest rate (previous rate was 10%) plus 1% of loan amount to the lender or its representative for the processing fee."

This Agreement is signed at Toronto, this 21 day of September , 2017.

Witness

SUNNYWAYS INVESTMENT INC.

 (Lender)
Per:

I have the authority to bind the corporation.

**WG DOMAINE NIAGARA INC. AND
WG VINEYARD NIAGARA INC.**

 (Borrower)
Per: Gao, Weiwei

I have the authority to bind the corporation.

Initial (Borrower): WG

Initial (Lender): 

LOAN AGREEMENT

THIS LOAN AGREEMENT is made as of the 6th day of November 2015.

BETWEEN:

SUNNYWAYS INVESTMENT INC.

(the "Lender")

-and-

WG DOMAINE NIAGARA INC.

WG VINEYARD NIAGARA INC.

(the "Borrower")

WHEREAS the Borrower has applied to the Lender for a certain loan and the Lender has agreed to such loan application upon the terms and conditions hereinafter provided:

Principal Sum & Interest

The Lender agrees to loan in the sum of two million two hundred fifty thousand dollars (\$2,250,000.00) CAD (the "Principal Sum"), to the Borrower and the Borrower promises to repay the Principal Sum to the Lender, at such address as may be provided in writing, with interest payable on the unpaid principal at the rate of ten per cent (10%) per annum, calculated monthly, not in advance.

Use of Funds

The funds of this loan shall be used to pay off the two existing mortgages against the Subject Properties (Mortgage No. 0000586579001 and 0000586581001) held by Farm Credit Corporation.

Initial WG
AZ

Security

The Borrower agrees to provide a security for such loan by a first mortgage on the Subject Properties hereinafter provided:

Subject Properties

Property #1:
1123-1125 Four Mile Creek Road, Niagara-on-the-Lake ON; and

Property #2:
1100 Progressive Avenue, Niagara-on-the-Lake ON

Legal Description

Property #1:
PT TWP LTS 78 NIAGARA; PT TWP LT 79 NIAGARA PT 2 30R1551 EXCEPT PT 1, 2, 3 30R8538; SUBJECT TO AN EASEMENT OVER PT 2, 30R14479 IN FAVOUR OF PT TWP LT 78 NIAGARA PT 1, 2 3 30R8538 AS IN NR375211; TOGETHER WITH AN EASEMENT OVER PT TWP LT 78 NIAGARA PT 1, 30R14479 AS IN NR375212; TOWN OF NIAGARA-ON-THE-LAKE; and

Property #2:
PT TWP LT 60 NIAGARA; PT TWP LT 61 NIAGARA AS IN RO257088 & RO257087 EXCEPT PT 1 30R9236.

Principal Amount

\$2,250,000.00 CAD
(\$1,500,000.00 against Property #1 and \$750,000.00 against Property #2)

Interest Rate

10% per annum

Payment

Interest only, \$18,750.00 monthly

Deposit

\$5,000.00 held in trust by Tan & Associates

Term

2 years

Closing Date:

November 16, 2015

First Payment Date:

December 16, 2015

Balance Due Date:

November 16, 2017

Amortization:

Not applicable

Prepayment Privilege

Provided that the Borrower when not in default hereunder shall have the privilege of prepaying the whole of the loan hereby secured in the second year of the Term by giving the Lender three (3) months' prior notice in writing.

Personal Guarantors

Not required.

Legal Fee

The Borrower shall be responsible for the legal fees and disbursement for this transaction to be included by the Lender and the Borrower.

Post-dated Cheques

The Borrower shall deliver to the Lender a series of Twelve (12) post-dated cheques made payable to the Lender each in the amount of \$18,750.00 due and payable under the loan during the Term.

Preconditions to Advance

The obligation of the Lender to advance the Principal Sum under this Agreement is subject to and conditional upon:

- (a) each representation, statement, declaration and all information provided to the Lender or the Lender's solicitor by the Borrower in connection with this loan being true and accurate at the time it was given or made;
- (b) the first mortgage registered against title to the Subject Properties;
- (c) the Borrower is the registered owner of the Subject Properties;
- (d) there being no restrictions, liens or encumbrances against the Subject Properties at the time of the advance of the Principal Sum other than (i) any minor easements for the supply of domestic utility or telephone services to the Subject Properties or adjacent properties; (ii) any minor easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Subject Properties as an agricultural land; (iii) any registered municipal agreement and registered agreement with publicly regulated utilities providing such have been complied with; and (iv) any registered restrictions that run with the land providing such are complied with.

Initial WG
AZ

Title Insurance

The Lender will obtain at Borrower's expense, Title Insurance on the Subject Properties, "Loan Policy", as defined by the insurer.

Property Taxes

All property taxes of the Subject Properties must be paid in full for prior years and up-to-date for the current year.

Fire Insurance

During the Term of this mortgage, the Borrower should provide evidence of insurance against fire and other hazards of the Subject Properties for its full replacement value in an amount of not less than \$1,000,000.00 with loss payable to the Lender as their interest may from time to time appear. A copy of the insurance policy of the Subject Properties shall be delivered to the Lender's solicitor for review prior to the funding.

Independent Legal Advice

Each Covenantor and Guarantor, if any, named herein and executing this Loan Agreement must obtain Independent Legal Advice, Covenantor and Guarantor must pay the solicitor's fee associated with this advice.

Default

If for any reason the Borrower fails to make any payment on time, the Borrower shall be in default. The Lender can then demand instant payment of the entire remaining unpaid balance of this loan, without giving any further notice. If the Borrower has not paid the full amount of the loan when the final payment is due, the Lender will charge the Borrower interest on the unpaid balance at twelve percent (12%) per annum.

Successors and Assigns

This Agreement shall be binding upon and shall ensure to the benefit of the Lender and the Borrower and their respective successors and assigns. The Borrower may not assign or transfer its rights and obligations under this Agreement without the prior written consent of the Lender. The Lender may assign or transfer its rights and obligations under this Agreement without the Borrower's consent.

Other Charges

The Borrower agrees to pay the following charges:

- (a) \$150.00 for any N.S.F cheque or returned cheque;
- (b) \$250.00 for the preparation of a mortgage statement.
- (c) \$300.00 for discharge statement.

Initial WG
AZ

Notice

Any notice, request or demand herein provided or permitted to be given by the Borrower to the Lender shall be sufficiently given if delivered by prepaid courier or prepaid registered mail to the address as follows:

(a) To the Lender at:

149 English Oak Drive, Richmond Hill, Ontario, L4E 4G3

(b) To the Borrower at:

1123-1125 Four Mile Creek Road, Niagara-on-the-Lake, Ontario, L0S 1J0

Governing Law

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of Canada and the laws of Ontario applicable therein.

Schedule(s)

Schedule "A" forms part of this Loan Agreement.

This Agreement is signed this 6th day of November 2015.

Sunnyways Investment Inc.

(Witness):

 (Lender)
Aijun Yue A.S.O.

I have authority to bind the corporation

WG Domaine Niagara Inc.

(Witness):

 (Borrower)
Weiwei Gao A.S.O.

I have authority to bind the corporation

WG Vineyard Niagara Inc.

(Witness):

 (Borrower)
Weiwei Gao A.S.O.

I have authority to bind the corporation

Schedule "A"

Additional Provisions

Late Payment: A penalty of \$150.00 for each and every NSF (non-sufficient funds) cheque, a cheque returned for any reason or a late payment. If the penalty amount is not paid by the next payment date, then the penalty monies will be added to the mortgage with interest. For late payments a surcharge of \$10.00/day will apply.

Pre-Payment Penalty on Default: The Chargor agrees that should the Chargee commence action due to default under the Charge, that the Chargee at its option shall be entitled to charge an additional fee equivalent to three (3) months interest and transfer the property in the Chargee's name or whoever the Chargee chooses to without any further notice to the Chargor(s).

Title: Title has to be free and clear of all encumbrances, liens, etc., prior to the registration of the charge.

Realty taxes: The realty taxes must be current at all times. If the realty taxes are in arrears at anytime, this Charge will then become due and payable immediately.

Work Orders: There should be no outstanding work orders against the property.

Non-Transferable: Provided that in the event the Chargor sells, transfers or otherwise disposes of the charged property or any portion thereof or any interest therein, the Principal Sum hereby secured shall immediately become due and payable together with any penalties set out herein.

Sale Clause: Provided that should the Chargor sell, convey, transfer or further encumber the property by a lien, mortgage, execution or otherwise, then the amount of principal outstanding shall, at the option of the Chargee, immediately become due and payable, together with any penalties set out herein.

Post-Dated cheques: The Chargor covenants to provide the Chargee with twelve (12) post-dated cheques prior to the registration of the Charge.

Legal and other Cost Fees: The Chargee may charge the Chargor the sum of \$500.00 for each action or proceeding instituted and for attending to take possession following default. An administration fee of \$200.00 will be charged against the Chargor for each visit to the property as well as a \$85.00 daily maintenance fee if required to secure the Chargee's interest.

Interest Calculation: Provided that any payments on account of principal must be paid to the Chargee by 1:00 p.m. on a day upon which Canadian Chartered Banks are open for business, failing which the Chargee shall be entitled to interest upon the amount of such principal payment until the next banking day.

Default: In the event it is necessary for the Chargee to have a letter sent by the Chargee's solicitor to the Chargor because of default or non-payment, then the Chargor shall be charged with the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for such Letter and such sum shall be a charge on the said lands and shall bear interest at the rate herein stated. The Chargee shall have the exclusive right to prepare and execute the Discharge of Charge. The Chargor shall pay an additional \$200.00 to the Chargee as an administrative fee for the preparation of the said Discharge of Charge.

Default Proceedings: The Chargor agrees that should the Chargee commence legal action due to default under the Charge/Mortgage that the Chargee shall be entitled to charge an additional fee equivalent to three (3) months interest. In the event of default under the herein Charge/Mortgage, notwithstanding anything contained to the contrary here before or hereinafter, all costs, charges and expenses including all legal costs on a solicitor and clients basis, which may be incurred in endeavouring to collect any monies overdue under this Charge, and including but not limited to the taking, recovering and keeping possession of the said lands of negotiating this loan, investigating title, and registering the Charge/Mortgage and other necessary needs, and generally in any other proceedings taken, in connection with or to realize this security, shall be with interest at the rate as set out hereunder, a charge upon the said lands in favour of the Chargee.

Rent and Management: It is hereby further agreed by and between the Chargor and the Chargee, that should default be made by the Chargor in the observance of performance of any of the covenants, provisions, agreement and conditions contained in this Charge, the Chargee reserves the right to enter into the said lands and premises and to receive the rents and profits and to be entitled to receive in addition to all other fees, charges and disbursements to which the Chargee is entitled to, a management fee so as to reimburse the Chargee for reasonable items and trouble in the management of the said lands and premises, it being understood and agreed that in the circumstances a management fee of \$50.00 per day to be received by the Chargee in the management of the said lands and premises is a just and equitable fee, having regard to all of the circumstances.

Assignment of Rents: As additional security, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid by the Chargee to the Chargor (the receipt whereof is hereby acknowledged). The Chargor hereby gives, grants, assigns, transfers and sets over unto the Chargee all rents, both present and in future, payable under any leases and agreements now or hereafter affecting the lands and premises together with all rights, benefits and advantages to be derived there from to have and to hold the same unto the Chargee, its successors and assigns, absolutely.

It is hereby mutually covenanted and agreed by and between the parties hereto that all erections and improvements fixed otherwise now or hereafter put upon the said lands, including but without limiting the generality of the foregoing, all fences, heating, plumbing, air conditioning, ventilating, lighting and water heating equipment, window blinds, floor covering, storm windows, and screen doors and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the lands and shall be a portion of the security for the indebtedness herein mentioned.

Initial WG
AZ

Administration Fees/Charge: The Chargee shall charge and be entitled to immediately receive an administration fee for each occurrence of any of the following events:

1. Renewal of Mortgage: Additional fees to be determined at time of renewal.
2. Mortgage Statements: \$ 250.00 for preparation of each statement requested by or on behalf of the Chargor and such administration charge may be added to the principal balance of the mortgage within 15 days of the delivery of such statement.
3. Default Proceedings: \$1, 500 payable for each action or proceeding instituted.
4. Failure to provide proof of payment of realty taxes \$500 per request by the Chargee.

In the event that the Chargee is called upon to pay any payment in order to protect its security position including but not limited to the payment of realty taxes, it is agreed that such payment shall bear the interest rate assigned to the mortgage, calculated and compounded monthly and that there shall be a service charge of not less than \$250.00 for making each such payment or payments.

Sunnyways Investment Inc.


 _____ (Lender)
 Aijun Yue A.S.O.
 I have authority to bind the corporation

11/02/2015

 Date

WG Domaine Niagara Inc.


 _____ (Borrower)
 Weiwei Gao A.S.O.
 I have authority to bind the corporation

11/06/2015

 Date

WG Vineyard Niagara Inc.


 _____ (Borrower)
 Weiwei Gao A.S.O.
 I have authority to bind the corporation

11/06/2015

 Date

Appendix "B"

LAND
REGISTRY
OFFICE #30

46381-0008 (LT)

PAGE 1 Supplemental Motion Record Page No. 18
PREPARED FOR Karenj01
ON 2019/02/11 AT 17:04:19

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

PROPERTY DESCRIPTION: PT TWP LTS 78 NIAGARA; PT TWP LT 79 NIAGARA PT 2 30R1551 EXCEPT PT 1, 2, 3 30R8538; SUBJECT TO AN EASEMENT OVER PT 2, 30R14479 IN FAVOUR OF PT TWP LT 78 NIAGARA PT 1, 2, 3 30R8538 AS IN NR375211; TOGETHER WITH AN EASEMENT OVER PT TWP LT 78 NIAGARA PT 1, 30R14479 AS IN NR375212; TOWN OF NIAGARA-ON-THE-LAKE

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN R0389542. PLANNING ACT CONSENT AS IN R0675401.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 46381-0084

PIN CREATION DATE:
2004/03/29

OWNERS' NAMES
WG VINEYARD NIAGARA INC.

CAPACITY SHARE
ROWN

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|--------|---------------------------------------|-------------------------|-----------|
| ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2004/03/26 ** | | | | | | |
| **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: | | | | | | |
| ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN. | | | | | | |
| ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION. | | | | | | |
| ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. | | | | | | |
| **DATE OF CONVERSION TO LAND TITLES: 2004/03/29 ** | | | | | | |
| 30R1551 | 1976/03/09 | PLAN REFERENCE | | | | C |
| RO509822 | 1985/12/23 | CHARGE | | *** COMPLETELY DELETED *** | FARM CREDIT CORP. | |
| REMARKS: DISCHARGED BY R0732379 CORRECTIONS: DELETED ON 2015/01/26 AT 12:45 BY PIRSON, NANCY. | | | | | | |
| RO675401 | 1993/12/09 | TRANSFER | | *** DELETED AGAINST THIS PROPERTY *** | 1006079 ONTARIO INC. | |
| RO685778 | 1994/08/16 | CHARGE | | *** COMPLETELY DELETED *** | THE BANK OF NOVA SCOTIA | |
| RO732379 | 1997/09/25 | DISCHARGE | | *** COMPLETELY DELETED *** | | |
| REMARKS: RO509822 CORRECTIONS: DELETED ON 2015/01/26 AT 12:44 BY PIRSON, NANCY. | | | | | | |

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

LAND
REGISTRY
OFFICE #30

46381-0008 (LT)

PREPARED FOR Karenj01
ON 2019/02/11 AT 17:04:19

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

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/ CHKD |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|--------------------------------------------------------|---------------------------|---------------|
| NR311865 | 2012/10/26 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA | | |
| | <i>REMARKS: R0685778.</i> | | | | | |
| 30R14479 | 2015/01/22 | PLAN REFERENCE | | | | C |
| NR375211 | 2015/02/20 | TRANSFER EASEMENT | \$1 | 1006079 ONTARIO INC. | 1019468 ONTARIO INC. | C |
| NR376440 | 2015/03/09 | TRANSFER | \$2,000,000 | 1006079 ONTARIO INC. | WG VINEYARD NIAGARA INC. | C |
| | <i>REMARKS: PLANNING ACT STATEMENTS.</i> | | | | | |
| NR376441 | 2015/03/09 | CHARGE | | *** COMPLETELY DELETED *** WG VINEYARD NIAGARA INC. | FARM CREDIT CANADA | |
| NR397931 | 2015/11/16 | CHARGE | \$2,250,000 | WG VINEYARD NIAGARA INC. WG DOMAINE NIAGARA INC. | SUNNYWAYS INVESTMENT INC. | C |
| NR401131 | 2015/12/18 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** FARM CREDIT CANADA | | |
| | <i>REMARKS: NR376441.</i> | | | | | |
| NR478136 | 2018/04/12 | APL COURT ORDER | | ONTARIO SUPERIOR COURT OF JUSTICE | MNP LTD. | C |
| | <i>REMARKS: MNP LTD. IS HEREBY APPOINTED LIQUIDATOR OF THE EFFECTS AND ESTATE OF WG VINEYARD NIAGARA INC. AND WG DOMAINE NIAGARA INC.</i> | | | | | |

TAB 2

Court File No. C-100/18

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

WEIWEI GAO

Applicants

– and –

WG VINEYARD NIAGARA INC. and WG DOMAINE NIAGARA INC.

Respondents

SERVICE LIST

GOLDMAN SLOAN NASH & HABER LLP
Barristers and Solicitors
Suite 1600, 480 University Avenue
Toronto, Ontario, M5G 1V2

R. Brendan Bissell (LSUC #: 40354V)
Tel: (416) 597-6489
Fax: (416) 597-3370
Email: bissell@gsnh.com

Lawyers for the Liquidator, MNP Ltd.

TO: MNP LTD.
111 Richmond Street West
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Toronto, ON M5H 2G4

Sheldon Title, Senior Vice President
Tel: 416-263-6945
Fax: 416-323-5240
Email: Sheldon.title@mnp.ca

Liquidator

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WG VINEYARD NIAGARA INC. et
Respondents

Court File No. C-100/18

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

Proceedings commenced at Kitchener

**SUPPLEMENTAL MOTION RECORD
(returnable February 14, 2019)**

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