

No. H200268  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

HONG LIU et al

PETITIONERS

AND:

EAGLE Q PARTNERS INC. et al

RESPONDENTS

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**APPLICATION RECORD**

Application for Order Appointing Receiver

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COUNSEL FOR THE PETITIONERS

KIBBEN JACKSON

DATE, TIME, PLACE OF APPLICATION:

Date: Tuesday, May 26, 2020

Place: 800 Smithe Street, Vancouver, B.C.

Via Teleconference

Time: 9:00 a.m.

Time estimate: 1 hour

Application Record provided by:

Counsel for the Petitioners

## **I N D E X**

	<b>TAB</b>
Notice of Application of the Petitioners filed May 20, 2020	1.
Affidavit #1 of Hong Liu sworn May 4, 2020	2.
Affidavit #1 of Suzanne Volkow sworn May 19, 2020	3.
Affidavit #2 of Suzanne Volkow sworn May 22, 2020	4.
Petition to the Court filed May 5, 2020	5.



Court File No. VLC-S-H-200268  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HONG LIU and MENG RUI LI a.k.a. MENGRUI LI

PETITIONERS

AND:

EAGLE Q PARTNERS INC. and others

RESPONDENTS

**NOTICE OF APPLICATION**

**Name of applicants:** The Petitioners, Hong Liu and Meng Rui Li

**To:** The Respondents

TAKE NOTICE that an application will be made by the Petitioners to the presiding judge at the courthouse at 800 Smithe Street on May 26, 2020 at 9:00 a.m. for the orders set out in Part 1 below.

**Part 1 ORDERS SOUGHT**

1. A receivership order, substantially in the form set out in Schedule "A" hereto, appointing FTI Consulting Canada Inc. as receiver of the assets of the Respondent Eagle Q Partners Inc. ("**Eagle Q**") pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253 (the "**LEA**") or in such other form as this Honourable Court may order;
2. Costs; and
3. Such further relief as the circumstances may require and as this Honourable Court deems appropriate.

## **Part 2 FACTUAL BASIS**

4. The Petitioner Ms. Liu is a businesswoman who resides at 3456 W 39<sup>th</sup> Ave, Vancouver, B.C.
5. The Petitioner Ms. Li is Ms. Liu's stepdaughter, and also resides at 3456 W 39th Ave, Vancouver, BC. Ms. Liu has a general power of attorney for Ms. Li dated January 30, 2017.
6. Eagle Q is a company incorporated pursuant to the laws of British Columbia.
7. The Respondent Jian Jin is the sole director and operating mind of Eagle Q.

### The Secured Loan Agreements

8. On January 10, 2018, Ms. Liu, on behalf of herself and on behalf of Ms. Li, entered into two loan agreements (the "**Liu Loan Agreement**" and the "**Li Loan Agreement**", respectively, and collectively the "**Loan Agreements**") with the Respondents Eagle Q, Jian Jin and Zhihong Chu (collectively, the "**Borrowers**").
9. Each of the Loan Agreements provided for a loan in the principal amount of \$3,000,000 with a 2% annual interest rate (together, the "**Loans**").
10. On or about January 10, 2018, Ms. Liu caused \$6 million to be advanced to the Borrowers by way of two bank drafts, each in the amount of \$3 million.

### The Amending Agreements

11. On or about May 23, 2019, the parties entered into two written amending agreements (together, the "**Amending Agreements**") which amended the terms of the Loan Agreements. Again, Ms. Liu entered into the Amending Agreements on behalf of herself and on behalf of Ms. Li.
12. Pursuant to the Amending Agreements, the Loan Agreements were amended so as to now provide that: (i) the Borrowers would pay monthly interest on the principal amounts of the Loans at the rate of 2% per annum from March 23, 2019 to March 22, 2020, and at the rate of 15% per annum thereafter; (ii) interest would be calculated and compounded

monthly; (iii) the principal amounts of the Loans would be repaid in full on March 22, 2020; and (iv) the failure to make timely payment of any amount required to be paid would constitute a default, and in such case all amounts outstanding would become due and payable immediately.

13. Pursuant to both Amending Agreements, the Respondent Tie Feng Fu unconditionally guaranteed all obligations of the Borrowers to the Petitioners.
14. It is a further term of the Amending Agreements that the Borrowers and Mr. Fu's obligations under the Amending Agreements would be secured by mortgages of the lands and premises situated #40-6511 Chambord Place, Vancouver, BC (the "**Chambord Property**") and 1139 West 21<sup>st</sup> Street, North Vancouver, BC (the "**21<sup>st</sup> Street Property**").
15. It is a further term of the Amending Agreements that the Borrowers and Mr. Fu's obligations under the Amending Agreements would be secured by, among other things, security interests in "all the Borrower and the Guarantor's current and future assets, including but not limited to all lands and premises, personal chattel and business assets."
16. Attached to each of the Amending Agreements as Schedule A is a promissory note dated May 23, 2019 in the amount of \$6 million executed by the Borrowers and Tie Feng Fu in favour of the Petitioners.

#### The General Security Agreement

17. On or about May 23, 2019, the Borrowers and Mr. Fu executed a General Security Agreement in favour of the Petitioners (the "**GSA**").
18. The GSA grants a security interest in all of the Borrowers and Mr. Fu's assets in favour of the Petitioners as security for all present and future indebtedness and liabilities of the Borrowers and Mr. Fu to the Petitioners.
19. Section 8(h) of the GSA provides that Ms. Li and Ms. Liu may commence proceedings in any court of competent jurisdiction for the appointment of a receiver or a receiver-manager upon default of the Borrowers and/or Mr. Fu.

20. On or about January 6, 2020, a financing statement in respect of the GSA was registered in the British Columbia Personal Property Registry (the “PPR”) under base registration number 988468L (the “**Financing Statement**”).
21. The Financing Statement is the first registered against Eagle Q.

Default and Demand

22. The Borrowers have defaulted in payments of interest and of the outstanding principal amounts under the Loan Agreements, and, accordingly, the Loans and all accrued interest are due and owing.
23. The amount owing pursuant to the Liu Loan Agreement, as subsequently amended, including interest to March 23, 2020, is \$3,060,780.74 together with interest accruing thereon at the rate of \$1,232.88 per day from March 23, 2020 to the date of payment and the Petitioner’s costs of and related to this proceeding.
24. The amount owing pursuant to the Li Loan Agreement, as subsequently amended, including interest to March 23, 2020, is \$3,060,780.74 together with interest accruing thereon at the rate of \$1,232.88 per day from March 23, 2020 to the date of payment and the Petitioner’s costs of and related to this proceeding.
25. By letters dated March 10, 2020 enclosing Notices of Intention to Enforce Security, Ms. Liu demanded payment of the full amount owing under the Liu Loan Agreement, as amended, but Eagle Q has refused or neglected to pay such sum or any part thereof (the “**Liu Loan Agreement Demand**”).
26. By letters dated March 10, 2020 enclosing Notices of Intention to Enforce Security, Ms. Li has demanded payment of the full amount owing under the Li Loan Agreement, but Eagle Q has refused or neglected to pay such sum or any part thereof (the “**Li Loan Agreement Demand**”, and together with the Liu Loan Agreement Demand, the “**Demand**”).

Threats to Ms. Liu's Security and Urgency

27. Shortly after May 5, 2020, the date on which the Petition was filed in the within proceeding, Ms. Liu learned that Zhihong Chu and Tie Feng Fu had transferred title to the Chambord Property (which the Amending Agreements purported to mortgage in favour of Ms. Liu and Ms. Li) on April 29, 2020.
28. Ms. Liu also learned that, contrary to representations in the Amending Agreements, Jian Jin had conveyed the 21<sup>st</sup> Street Property (which the Amending Agreements purported to mortgage in favour of Ms. Liu and Ms. Li) to his wife shortly after entering into the Loan Agreements in January 2018. On May 6, 2020, Ms. Liu commenced a fraudulent conveyance action against Jian Jin and his wife (Action No. VLC-S-S-204927).
29. Eagle Q holds an 82% interest in 0946664 B.C. Ltd. ("094"), a corporation incorporated under the laws of the Province of British Columbia. 094 is the manager of Westside Preparatory School, a private school in downtown Vancouver, pursuant to an assignment of a school management agreement dated July 31, 2012.
30. The Respondents Jian Jin and Zhihong Chu are directors of 094.
31. A number of actions have been commenced against Jian Jin, Zhihong Chu, 094, and/or Eagle Q in recent months:
  - (a) By Notice of Civil Claim dated February 12, 2020, Dingshou Huang and Conglin Zhang seek, *inter alia*, damages in the amount of \$1,050,000 against Jian Jin (styled "Chris Jin"), Westside Preparatory Society, and Eagle Q, among other defendants. This action alleges fraud, deceit, and fraudulent misrepresentation against Jian Jin;
  - (b) By Notice of Civil Claim dated February 24, 2020, Cai Yun Li seeks, *inter alia*, damages of \$500,000 and interest of \$40,000 arising out of two unpaid loans made to Eagle Q, Jian Jin, Zhihong Chu, and Westside Preparatory Society;
  - (c) By Notice of Civil Claim dated March 18, 2020, Peng Chang Yang and Xin Yang seek, *inter alia*, judgment against Eagle Q and Jian Jin in the amount of

\$8,255,625 plus interest arising out of loan agreements and a share purchase agreement; and

(d) By Notice of Civil Claim dated April 23, 2020, Yongyue Yu seeks, *inter alia*, judgment for CAD \$164,170.46 and USD \$105,916.43, plus interest against Westside Preparatory Society, Jian Jin, and 094 arising from a loan agreement and a promissory note.

32. Additionally, it has become apparent that the above-noted actions and Eagle Q's mismanagement have caused operating problems for Westside Preparatory School. As reported by CBC News on May 6, 2020, Westside Preparatory School's newly appointed chief executive officer, Graham Baldwin, has told parents that without a "substantial injection" of cash, the school will not be able to continue paying teachers until the end of the school year.

33. Westside Preparatory School is owned and operated by Westside Preparatory Society, a society registered under the laws of the Province of British Columbia. Westside Preparatory Society owes approximately \$4,122,874.57 to Eagle Q.

34. On May 11, 2020, Mr. Baldwin circulated emails to the families, faculty and staff of Westside Preparatory School, writing that:

On Saturday, I had a lengthy meeting with the owner of the creditors Eagle Q and 0946664 B.C. Ltd., who was, until recently, a Director and Board Chair of Westside. I received verbal assurances of two things:

1. Complete co-operation with investigation into the validity of the claims
2. An agreement that any claims found to be valid need not be paid for a minimum of five years.

35. In the circumstances, it appears that the assets over which the Petitioners have security are at risk of being dissipated, including by the actions of other creditors, or otherwise dealt with in a manner prejudicial to the Petitioners. Specifically, multiple parties claim to be owed large sums by Eagle Q and Jian Jin is potentially compromising Eagle Q's assets, including through agreements with Eagle Q's debtors. In relation to the foregoing,



there is a very real concern that Jian Jin has not been acting honestly in his dealings with various persons.

Consent of Licensed Trustee in Bankruptcy to Act as Receiver

36. FTI Consulting Canada Inc., Licensed Insolvency Trustee, of Vancouver, in the Province of British Columbia, is qualified to act as receiver of the assets of Eagle Q and has consented and agreed to act as such and is acceptable to the Petitioners.

**Part 3 LEGAL BASIS**

37. *Rules 1-3, 2-1, 10-2, 14-1, 16-1, and 22-1 of the Supreme Court Civil Rules.*

38. The BIA, section 243.

39. The LEA, section 39.

40. The Petitioners apply for the appointment of FTI Consulting Canada Inc., Licensed Insolvency Trustee, as the receiver of Eagle Q pursuant to section 243 of the BIA and section 39 of the LEA.

41. The Petitioners are secured creditors of Eagle Q by virtue of the GSA which grants the Petitioners security over all of Eagle Q's assets. From a search of the PPR, it is apparent that the Petitioners' security interest in Eagle Q's assets ranks in priority to that of any other person.

42. The purpose of a receivership order is to safeguard property for the benefit of those ultimately entitled to it. There are two main classes of cases in which the appointment of a receiver is made:

- (a) to enable persons who possess rights over property to obtain the benefit of those rights and to preserve the property pending realisation, where ordinary legal remedies are defective; and
- (b) to preserve property from some danger which threatens it.

*Toronto Dominion Bank v. First Canadian Land Corp.*, [1990] B.C.W.L.D. 030, [1990] C.L.D. 065, 18 A.C.W.S. (3d) 421, 77 C.B.R. (N.S.) 189

43. The test to appoint a receiver is articulated in different ways in the authorities:
- (a) Where a debtor is in default of its obligations, the appointment of a receiver should be made as a matter of course unless the debtor can show that there are compelling commercial or other reasons why such an order ought not be made.

*United Savings Credit Union v. F & R Brokers Inc.* (2003), 15 B.C.L.R. (4<sup>th</sup>) 347 (B.C. S.C.);  
*Canadian Imperial Bank of Commerce v. Can-Pacific Farms Inc.*, 2012 BCSC 437.

- (b) The overarching consideration of the court in an application to appoint a receiver is whether it is just and convenient in all of the circumstances.

*Cascade Divide Enterprises Inc. v. Laliberte*, 2013 BCSC 263;  
*Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527.

44. Regardless of which articulation of the test is applied, the appointment of a receiver of the assets of Eagle Q is appropriate in the circumstances.

45. There are a number of factors that may figure in the determination of whether it is appropriate to appoint a receiver:

- (a) whether irreparable harm might be caused if no order were made;
- (b) the nature of the property;
- (c) the apprehended or actual waste of the debtor's assets;
- (d) the preservation and protection of the property;
- (e) the balance of convenience to the parties;
- (f) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
- (g) the effect of the order upon the parties;
- (h) the conduct of the parties;
- (i) the cost to the parties;

- (j) the likelihood of maximizing return to the parties;
- (k) the goal of facilitating the duties of the receiver.

*Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527.

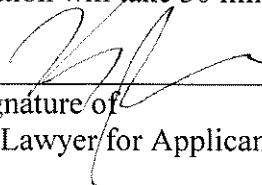
- 46. On the whole, the factors favour the granting of a receivership order.
- 47. In this case, there is a risk of irreparable harm to the Petitioners from the dissipation of Eagle Q's assets. Multiple actions have been commenced by Eagle Q's creditors, and Eagle Q's principal, Jian Jin, appears to be taking steps which may compromise Eagle Q's assets.
- 48. Including due to the risk of preemptory actions by other creditors, Eagle Q's assets are in need of immediate preservation and protection.
- 49. It is not entirely clear what Eagle Q's business is other than having advanced considerable sums of money to the Westside Preparatory School. The collection of any such loans can be handled by a receiver as effectively as if they were handled by Eagle Q.
- 50. The GSA specifically contemplates the appointment of a receiver over Eagle Q's assets by court order.
- 51. Given that any receiver of Eagle Q's assets will be dealing with third parties, i.e. the Westside Preparatory School, and due to the existing allegations against Mr. Jin and the concern that he may not be forthcoming with records and information, the appointment of a receiver on the terms of the draft receivership order will ensure that the receiver is able to carry out its duties.
- 52. In the circumstances, the overall balance of convenience favours the appointment of a receiver.

**Part 4 MATERIAL TO BE RELIED ON**

- 53. Affidavit #1 of Hong Liu, dated May 4, 2020;
- 54. Affidavit #1 of Suzanne Volkow, dated May 19, 2020;
- 55. Consent to Act, FTI Consulting Canada Inc., Licensed Insolvency Trustee; and
- 56. The pleadings filed herein.

The applicant estimates that the hearing of the application will take 30 minutes.

Dated: 20-May-2020

  
\_\_\_\_\_  
Signature of  
 Lawyer for Applicant  
  
Kibben Jackson  
\_\_\_\_\_

**SCHEDULE “A”**

No. VLC-S-H-200268  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**HONG LIU and MENG RUI LI a.k.a. MENGRUI LI**

Petitioners

- and -

**EAGLE Q PARTNERS INC., JIAN JIN, ZHIHONG CHU a.k.a. ZHI HONG CHU, TIE  
FENG FU and HANYUM DEVELOPMENT CORP.**

Respondents

**RECEIVERSHIP ORDER**

BEFORE THE HONOURABLE

JUSTICE

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\_\_\_/\_\_\_/2020

ON THE APPLICATION of the Petitioners for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “**LEA**”) appointing FTI Consulting Canada Inc. as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertaking and property of the Respondent Eagle Q Partners Inc. (the “**Debtor**”), coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Suzanne Volkow sworn May 19, 2020 and the consent of FTI Consulting Canada Inc. to act as the Receiver; AND ON HEARING Kibben Jackson and Maud Rozee, counsel for the Petitioners, and the other counsel listed on Schedule “A” hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

**APPOINTMENT**

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, the Receiver is appointed receiver, without security, of all of the assets, undertakings and property of the Debtor, including all proceeds (the “**Property**”).

**RECEIVER’S POWERS**

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
  - (c) to enter into any agreements on behalf of the Debtor;
  - (d) cease to carry on all or any part of the Debtor’s business and cease to perform any contracts of the Debtor;
  - (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including, without limitation, those conferred by this Order;
  - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of a single transaction for consideration up to \$25,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and

the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

3. Each of: (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.



4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the “**Records**”) in that Person’s possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person’s possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

## **NO INTERFERENCE WITH THE RECEIVER**

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

## **CONTINUATION OF SERVICES**

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

## **RECEIVER TO HOLD FUNDS**

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net

of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

## **EMPLOYEES**

13. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

## **PERSONAL INFORMATION**

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such

information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
  - (a) before the Receiver’s appointment; or,
  - (b) after the Receiver’s appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.
18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for

the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its part; or
  - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## **FUNDING OF THE RECEIVERSHIP**

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
24. Neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

## **ALLOCATION**

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver’s Charge and Receiver’s Borrowings Charge amongst the Property.

## SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings at: [cfcanada.fticonsulting.com](http://cfcanada.fticonsulting.com) (the “**Website**”) and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must send a written request, which may be by way of email, to counsel for the Receiver asking that the Receiver add them to a service list to be maintained by the Receiver (the “**Service List**”). The Receiver shall maintain and an up-to-date form of the Service List on the Website.
30. The Receiver and the Petitioners need only provide further notice in respect of these proceedings to Persons that have properly requested that they be added to the Service List. The failure of any Person to make written request to be added to the Service List in accordance with this Order releases the Receiver and the Petitioners from any requirement to provide further notice in respect of these proceedings to such Person, unless and until such Person makes a proper written request to be added to the Service List.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.



32. Notwithstanding paragraph 31 of this Order, service of the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

#### **GENERAL**

34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
39. The Petitioners shall have their costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioners' security or, if not so provided by the Petitioners' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
40. Endorsement of this Order by counsel appearing on this application other than the Petitioners is dispensed with.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

---

Signature of Kibben Jackson  
lawyer for Petitioners

BY THE COURT

DISTRICT REGISTRAR

## RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT

\_\_\_\_\_  
\$ \_\_\_\_\_

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc. (the “**Receiver**”), the receiver of all of the assets, undertaking and properties of Eagle Q Partners Inc. (collectively, the “**Property**”) appointed by Order of the Supreme Court of British Columbia (the “**Court**”) dated the \_\_\_ day of \_\_\_, 2020 (the “**Order**”) made in SCBC Action No. H200268 has received from the holder of this certificate (the “**Lender**”) the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$100,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the last day of each month after the date hereof at the rate of 15% per annum.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
5. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further order of the Court.
6. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_ day of \_\_\_\_\_, 2020.

FTI Consulting Canada Inc., solely in its capacity as court-appointed receiver of the Property, and not in its personal capacity

Name:

Title:

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IN THE SUPREME COURT OF BRITISH  
COLUMBIA

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BETWEEN:

**HONG LIU and MENG RUI LI a.k.a. MENGRUI LI**  
Petitioners

- and -

**EAGLE Q PARTNERS INC.,**  
**JIAN JIN,**  
**ZHIHONG CHU a.k.a. ZHI HONG CHU,**  
**TIE FENG FU and**  
**HANYUM DEVELOPMENT CORP.**  
Respondents

AND:

Action No. [REDACTED]  
Estate No. [REDACTED]

IN THE SUPREME COURT OF BRITISH  
COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF  
**EAGLE Q PARTNERS INC.**

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**B.C. MODEL RECEIVERSHIP ORDER VERSION**  
**NO. 3, \_\_\_\_\_, 2015**

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This is the 1<sup>st</sup> Affidavit of Hong Liu in this case and was made on May 4, 2020

Court File No. **VLC-S-H-200268**

No. Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

HONG LIU and MENG RUI LI a.k.a. MENGRUI LI

PETITIONERS

AND:

EAGLE Q PARTNERS INC.,  
JIAN JIN,  
ZHIHONG CHU a.k.a. ZHI HONG CHU,  
TIE FENG FU and  
HANYUM DEVELOPMENT CORP.

RESPONDENTS

**AFFIDAVIT**

I, **Hong Liu**, businesswoman, of 3456 W 39<sup>th</sup> Avenue, Vancouver, British Columbia, SWEAR THAT:

1. I am a Petitioner in the within proceeding, and as such have personal knowledge of the facts hereinafter deposed to, except where stated to be on information and belief, in which case I verily believe them to be true.
2. I have read the Petition and have personal knowledge of the facts set out therein and such facts are true.
3. Capitalized terms not otherwise defined herein shall have the same meanings as those ascribed to them in the Petition.
4. Attached hereto as **Exhibit "A"** is a true copy of the general power of attorney on behalf of Meng Rui Li dated January 30, 2017.
5. Attached hereto as **Exhibit "B"** is a true copy of the Liu Loan Agreement.
6. Attached hereto as **Exhibit "C"** is a true copy of the Li Loan Agreement.

7. Attached hereto as **Exhibit "D"** is a true copy of the bank drafts referred to in paragraph 15 of Part 2 of the Petition.
8. Attached hereto as **Exhibit "E"** is a true copy of the agreement between Canada Vision Investment Inc., and Eagle Q referred to in paragraph 16 of Part 2 of the Petition.
9. Attached together as **Exhibit "F"** are true copies of the Amending Agreements.
10. Attached hereto as **Exhibit "G"** is a true copy of the GSA.
11. Attached hereto as **Exhibit "H"** is a true copy of the Unsecured Loan Agreement.
12. Attached hereto as **Exhibit "I"** is a true copy of a BC Company Summary for 0946664 B.C. Ltd.
13. Attached hereto as **Exhibit "J"** is a true copy of a BC Company Summary for Eagle Q.
14. Attached together as **Exhibit "K"** are true copies of Land Title Office searches dated April 30, 2020, which show the state of title to the Mortgaged Lands.
15. Attached collectively as **Exhibit "L"** are true copies of Personal Property Registry searches dated April 30, 2020.
16. Attached collectively as **Exhibit "M"** are true copies of demand letters dated March 10, 2020 from counsel for the Petitioners to each of the Respondents, together with copies of the Notices of Intention to Enforce Security enclosed therewith.
17. I know of no fact which would constitute a defence to the claims of the Petitioners in this proceeding, or as to any part of such claims, except as to amount.

SWORN, BEFORE ME at Vancouver,  
British Columbia, on 04/MAY/2020.

\_\_\_\_\_  
A Commissioner for taking Affidavits for  
British Columbia

\_\_\_\_\_  
HONG LIU


**Maud Rozee**  
Barrister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 3285

**ENDORSEMENT OF INTERPRETER**

I, MIMI LI, of 2900-550 Burrard Street, Vancouver, British Columbia, Accredited Court Interpreter, certify that:

1. I have knowledge of the English and Mandarin languages and I am competent to interpret from one language to the other.
2. I am advised by the declarant, **Hong LIU** ("Ms. Liu"), and verily believe that Ms. Liu, who is swearing this Affidavit, understands the Mandarin language, but has imperfect knowledge of the English language.
3. Before the Affidavit #1 of Ms. Liu on which this endorsement appears was sworn by Ms. Liu, I correctly interpreted it for Ms. Liu from the English language into the Mandarin language and she appeared to fully understand the contents of the Affidavit.

Dated May 7<sup>th</sup> 2020



Mimi Li



This is Exhibit "A" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



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A Commissioner for taking Affidavits for British Columbia

**POWER OF ATTORNEY**  
(For the appointment of one attorney)

THIS ENDURING GENERAL POWER OF ATTORNEY is given on the 30th day of January, 2017 by **MENG RUI LI** of 2041 West 36<sup>th</sup> Avenue, Vancouver, B.C. V6M 1L1.

1. I appoint the following person:

HONG LIU, of 2041 West 36<sup>th</sup> Avenue, Vancouver, B.C. V6M 1L1

to be my attorney in accordance with the *Power of Attorney Act* and to do on my behalf anything that I can lawfully do by an attorney.

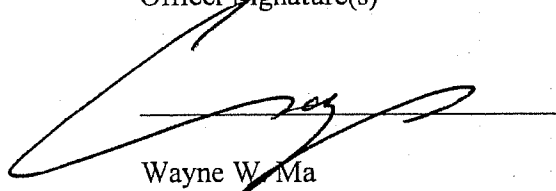
2. In accordance with the *Power of Attorney Act*, I declare that this Power of Attorney may be exercised during any subsequent mental infirmity on my part.

3. My attorney may exercise the authority granted by this Enduring Power of Attorney while I am capable of making decisions about my financial affairs, and this authority continues despite my incapability to make those types of decisions.

4. My attorney is not to be compensated for acting as my attorney.

5. This Enduring Power of Attorney is effective on the date it has been signed by me and my attorney.

Officer Signature(s)

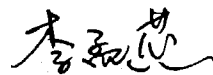


Wayne W. Ma  
Barrister & Solicitor  
3143 Cambie Street  
Vancouver, BC  
V5Z 4N2

**Execution Date**

Y	M	D
17	01	30

Executing Party(ies)  
Signature(s) (**ALL SIGNATURES TO BE IN BLACK INK**)

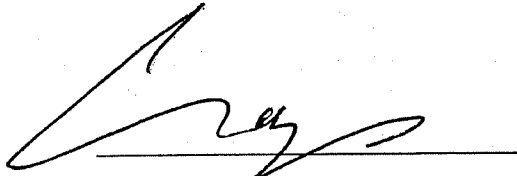


MENG RUI LI

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public, or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Officer Signature(s)

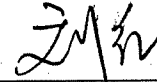


Wayne W. Ma  
Barrister & Solicitor  
3143 Cambie Street  
Vancouver, BC  
V5Z 4N2

**Execution Date**

Y	M	D
17	01	30

Executing Party(ies)  
Signature(s) (ALL  
SIGNATURES TO BE IN  
BLACK INK)



HONG LIU

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public, or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

CANADA PROVINCE OF BRITISH  
COLUMBIA

)  
) IN THE MATTER OF a Power of Attorney  
) granted by MENG RUI LI unto  
) HONG LIU

TO WIT:

**DECLARATION**

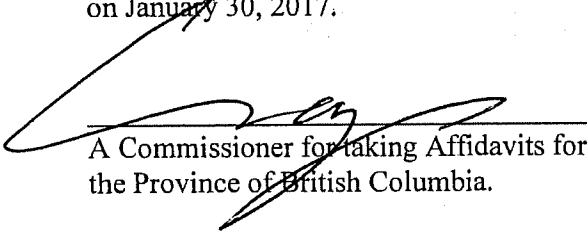
I, HONG LIU, of 2041 West 36<sup>th</sup> Avenue, Vancouver, B.C. V6M 1L1, DO SOLEMNLY  
DECLARE THAT:

1. I am the attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, on January 30, 2017, I was of the full age of 19 years.

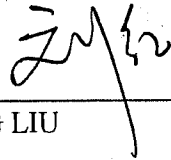
AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at  
Vancouver, British Columbia

on January 30, 2017.



\_\_\_\_\_  
A Commissioner for taking Affidavits for  
the Province of British Columbia.



\_\_\_\_\_  
HONG LIU

Wayne W. Ma  
Barrister & Solicitor  
3143 Cambie Street  
Vancouver, BC  
V5Z 4N2

This is Exhibit "B" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



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A Commissioner for taking  
Affidavits for British Columbia



- 1. Submit it to Canadian local arbitration committee;
- 2. Appeal to the court.

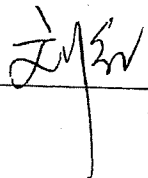
IV. The Agreement becomes effective after both the Lender and the Borrower sign it. The Interest is to be counted since the date when the Loan is transferred to the Borrower's bank account.

This agreement has two copies. Each party holds one copy, and both copies have the same legal effect.

The Lender: Liu, Hong The Borrower: Eagle Q Partners Inc.  
Jian Jin and Zhihong Chu

Legal Representative :  
Liu, Hong

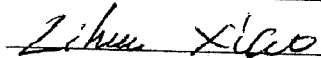
Legal Representative :  
Jian Jin, President  
Zhihong Chu, CEO

Signature: 

Signature:   
Chu zhihong

Date: Jan. 8, 2018

Place: Vancouver

Witness: 

## 借款合同

经 Liu, Hong (下称贷款方) 与 Eagle Q Partners, Jian Jin and Zhihong Chu (下称借款方) 充分协商, 签订本合同, 共同遵守。

第一条 自 2018年1月10日 起至 2018年3月26日, 由贷款方向借款方提供 短期 (种类) 贷款 (大写) 加币叁佰万元 (CAD\$3,000,000.00), 用于 The Westside School 日常经营所用, 利息为年息 2%, 借款到期, 本息一起支付。合同到期日, 如双方无异议, 本合同自动更新。贷款由贷款方开银行本票到以下的借款方账户:

开户行: Royal Bank of Canada

银行地址: 1789 Lonsdale Ave, North Vancouver, BC V7M 2J6

收款人: Eagle Q Partners Inc.

收款人电话: 001-778-628-1966

收款人账号: 003-04000-1038868

第二条 借款方愿遵守贷款方的有关贷款办法规定, 并按本合同规定用途使用贷款。否则贷款方有权停止发放贷款, 收回或提前收回已发放的贷款。对违约部分, 在 2%的约定年利息的基础上, 再按年息 1%加收罚息。

第三条 贷款方有权检查、监督贷款的使用情况, 了解借款方收购学校项目的计划执行、经营管理、财务活动等情况。借款方对上述情况应完整如实地提供。对借款方违反借款合同的行为, 贷款方有权按有关规定给予信贷制裁, 比如: 贷款方按规定收回或提前收回贷款, 可直接从借款方存款账户中扣收, 等。

第四条 借贷双方发生纠纷, 由双方协商解决; 协商不成, 按下列第 2 种方式解决:

1. 提交加拿大当地仲裁委员会仲裁;
2. 依法向法院起诉。

本合同从借、贷双方签章之日起生效, 计息日从贷款到借款人指定帐户之日开始。

本合同一式 贰 份, 借、贷双方各执一份。

借款方: Eagle Q Partners Inc.

贷款方: Liu, Hong

Jian Jin and Zhihong Chu

代表人姓名职务: Jian Jin, President

代表人姓名职务: Liu, Hong

Zhihong Chu, CEO

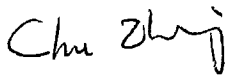
代表人签字: 

代表人签字: 

签约日期: Jan. 8, 2018

签约地点: Vancouver, Canada

见证人: Lihua Xiao





This is Exhibit "C" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



---

A Commissioner for taking Affidavits for British Columbia

Handwritten notes and signatures in the top right corner.

### Loan Agreement

This Loan Agreement (the "Agreement") is made and entered into as of this — 10th day of January (month), 2018 (the "Effective Date"), by and between Eagle Q Partners Inc., a corporation organized and existing under the law of British Columbia, Canada, located at 306-788 Beatty Street, Vancouver BC V6B 2M1, and Jian Jin as well as Zhihong Chu (the "Borrower"), and Li, Mengrui, an individual (the "Lender"), located at 3456 39th Ave W, Vancouver BC V6N 3A2.

I. The Lender lends one-year loan (the "Loan") of CAD \$3,000,000.00 to the Borrower since March 23, 2018, which is to be used for daily operation of The Westside School, with the interest rate of 2% per year. The agreement is renewed automatically if both parties don't have any dispute, and the interest will be paid by year.

The Lender will make a money order from the bank to the following Borrower's account:

- Bank: Royal Bank of Canada
- Bank Address: 1789 Lonsdale Ave, North Vancouver, BC V7M 2J6
- Account Holder: Eagle Q Partners Inc.
- Account Holder's Telephone: 001-778-628-1966
- Bank Account: 003-04000-1038868

II. The Borrower should use the Loan according to the specified article in the Agreement. Otherwise, the Lender has the right to keep and not to give out the Loan, or take the loan back earlier than the due date. In addition, extra penalty (interest rate of 1% per year) would be added up to the original Interest (2% per year).

III. The Lender has the right to check and inspect the usage of the Loan, and know the situation of the school's plan implement, operation management and financial activities. The Borrower has the obligation to provide the Lender with the real situation. In case the Borrower breaches the agreement, the Lender has the right to penalize the Borrower based on the Agreement, like getting the Loan back earlier, or withdrawing the Loan from the Borrower's bank account directly.

IV. When there is a dispute, the Lender and the Borrower can negotiate together. In case no agreement reaches, 2 of the following means can be turned to:

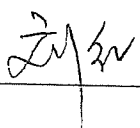
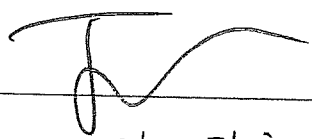
Handwritten initials and signatures: J.T., Z.C., and a large signature.

- 1. Submit it to Canadian local arbitration committee;
  - 2. Appeal to the court.
- IV. The Agreement becomes effective after both the Lender and the Borrower sign it. The Interest is to be counted since the date when the Loan is transferred to the Borrower's bank account.

This agreement has two copies. Each party holds one copy, and both copies have the same legal effect.

The Lender: Li, Mengrui The Borrower: Eagle Q Partners Inc.  
Jian Jin and Zhihong Chu

Legal Representative : Li, Mengrui Legal Representative : Jian Jin, President  
Zhihong Chu, CEO

Signature:  Signature:   
Chu zhis

Date: Jan. 8, 2018

Place: Vancouver

Witness: Lihua Xiao

### 借款合同

经 Li, Mengrui (下称贷款方) 与 Eagle Q Partners, Jian Jin and Zhihong Chu (下称借款方) 充分协商, 签订本合同, 共同遵守。

第一条 自 2018年3月23日 起, 由贷款方向借款方提供 定期 (种类) 贷款 (大写) 加币叁佰万元 (CAD\$3,000,000.00), 用于 The Westside School 日常经营所用, 借期一年, 利息为年息 2%。利息每年付一次。合同到期日, 如双方无异议, 本合同自动更新。贷款由贷款方开银行本票到以下的借款方账户:

开户行: Royal Bank of Canada  
银行地址: 1789 Lonsdale Ave, North Vancouver, BC V7M 2J6  
收款人: Eagle Q Partners Inc.  
收款人电话: 001-778-628-1966  
收款人账号: 003-04000-1038868

第二条 借款方愿遵守贷款方的有关贷款办法规定, 并按本合同规定用途使用贷款。否则贷款方有权停止发放贷款, 收回或提前收回已发放的贷款。对违约部分, 在 2%的约定年利息的基础上, 再按年息 1%加收罚息。

第三条 贷款方有权检查、监督贷款的使用情况, 了解借款方收购学校项目的计划执行、经营管理、财务活动等情况。借款方对上述情况应完整如实地提供。对借款方违反借款合同的行为, 贷款方有权按有关规定给予信贷制裁, 比如: 贷款方按规定收回或提前收回贷款, 可直接从借款方存款账户中扣收, 等。

第四条 借贷双方发生纠纷, 由双方协商解决; 协商不成, 按下列第 2 种方式解决:  
1. 提交加拿大当地仲裁委员会仲裁; 2. 依法向法院起诉。

本合同从借、贷双方签章之日起生效, 计息日从贷款到借款人指定帐户之日开始。

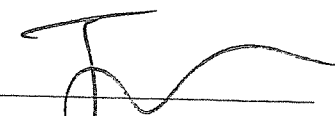
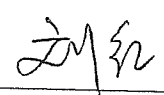
本合同一式 贰 份, 借、贷双方各执一份。

借款方: Eagle Q Partners Inc. 贷款方: Li, Mengrui

Jian Jin and Zhihong Chu

代表人姓名职务: Jian Jin, President 代表人姓名职务: Li, Mengrui

Zhihong Chu, CEO

代表人签字:  代表人签字: 

签约日期: Jan. 8, 2018

签约地点: Vancouver, Canada

见证人: Lihua Xiao

This is Exhibit "D" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



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A Commissioner for taking  
Affidavits for British Columbia



Royal Bank of Canada  
Banque Royale du Canada

1188 PACIFIC BLVD.  
VANCOUVER, BC

59956251 9-516

DATE 20180110

PAY TO THE ORDER OF  
PAYEE A L'ORDRE DE EAGLE O PARTNERS INC.

~~3320~~ \$3,000,000.00 PAYABLE

\$3,000,000.00

REMARKS LOW TO EAGLE O PARTNERS INC.

PURCHASER NAME  
PURCHASER ADDRESS

INITIALES - SIGNATURE  
*[Signature]*

CHARGES  
TOTAL

PURCHASER'S RECEIPT - RECEU DE L'ACHETEUR



Royal Bank of Canada  
Banque Royale du Canada

1188 PACIFIC BLVD.  
VANCOUVER, BC

59956250 1-516

DATE 20180110

PAY TO THE ORDER OF  
PAYEE A L'ORDRE DE EAGLE O PARTNERS INC.

~~3320~~ \$3,000,000.00 PAYABLE

\$3,000,000.00

REMARKS LOW TO EAGLE O PARTNERS INC.

PURCHASER NAME  
PURCHASER ADDRESS

INITIALES - SIGNATURE  
*[Signature]*

CHARGES  
TOTAL

Royal Bank Of Canada

Transaction Record

Transit: 08280  
Date: 10 Jan 2018  
Time: 13:27:41

Reference #: 8180104846193408280

Withdrawals  
00320 541-\*\*\*-9 7.50 CAD

Items Received  
Cheque 3000000.00 CAD

Products Purchased  
Draft 3000000.00 CAD  
Service Fee 7.50 CAD

Account Balances  
00320 541-\*\*\*-9 5001668.00 CAD

Thank you for choosing RBC Royal Bank.

Royal Bank Of Canada

Transaction Record

Transit: 08280  
Date: 10 Jan 2018  
Time: 13:27:41

Reference #: 8180104846193408280

Withdrawals  
00320 541-\*\*\*-9 7.50 CAD

Items Received  
Cheque 3000000.00 CAD

Products Purchased  
Draft 3000000.00 CAD  
Service Fee 7.50 CAD

Account Balances  
00320 541-\*\*\*-9 5001675.50 CAD

Thank you for choosing RBC Royal Bank.

This is Exhibit "E" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



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A Commissioner for taking  
Affidavits for British Columbia



# EAGLE Q PARTNERS INC.

## 代理合作协议书 Agent Agreement

甲方: **Eagle Q Partners Inc.**

办公地址: 306 – 788 Beatty Street Vancouver, BC

联系电话: 604-259-0806

**Part A: Eagle Q Partners. Inc.**

**Office address:** 306 – 788 Beatty Street Vancouver, BC

Contact Tel: 604-259-0806

乙方: **Canada Vision Investment Inc.**

办公地址: 2041 36<sup>th</sup> Ave W, Vancouver BC V6M 1L1

联系电话: **604-396-6768**

**Part B: Canada Vision Investment Inc.**

Office Address: 2041 36<sup>th</sup> Ave W, Vancouver BC V6M 1L1

Contact Tel: **604-396-6768**

合同双方本着平等互利的原则, 就建立合作伙伴关系等相关事宜, 双方经协商一致, 达成合作协议, 具体内容如下:

Base on the principle of equality and mutual benefit, the two sides of the contract reached the agreement about the establishment of the cooperative partnership relations and other related matters by consensus after discussion, the specific content is as follows:

### 第一条 合作宗旨 Purpose of Cooperation

双方希望通过建立密切, 长久及融洽的合作伙伴关系, 充分发挥各自特长, 在以下事项的领域开展合作, 实现资源共享, 优势互补, 共同打造互惠项目:

The two sides hope to cooperate in the following areas through the establishment of close, long and harmonious partnership, giving full play to the strengths of each side in order to achieve resource sharing, complementary advantages, and jointly create mutually beneficial projects.

### **1.GPC 全球视野证书合作办学项目 GPC Cooperative Project:**

*Handwritten signature* Z.C.





## EAGLE Q PARTNERS INC.

1. Global Perspective Certificate (GPC)全球视野证书合作办学项目: Eagle Q Partners Inc. 旗下的 The Westside School 对国内河北省廊坊市永清五中输出 GEP 全球视野证书课程及教学管理等服务, 收取每个加入 GEP 项目的学生管理费 CAD\$1,700 加币每年, 同时, Eagle Q 支付给 Canada Vision 此项目相应的服务费: 每个学生每年 850 加币。

1. Global Perspective Certificate (GPC) Cooperative Project: Canada Vision Investment Inc. introduced Eagle Q's GPC program to Yongqing No. 5 Secondary School. Eagle Q Partners Inc. will charge CAD \$1700 as the management fee for every GPC Project student per year from Yongqing No. 5 Secondary School, and Canada Vision Investment can get the service fee each year if the cooperation continues. The commission rate CAD \$850 per student per year.

### 第二条 合作领域 Areas of cooperation

双方一致同意致力于在以下领域建立全面, 深入的合作伙伴关系:

The two sides agreed to work in the following areas to establish a comprehensive and in-depth partnership:

1. 双方认同对方为核心合作伙伴, 乙方利用自己的品牌资源和市场运作能力, 甲方利用自身的教育资源优势进行合作;

1. The two sides recognize each other as the core partner, Party B and Party A will cooperate in the way that Part B uses its own brand resources and market operation ability and Party A uses its own education resources.

2. 乙方向甲方介绍学校或学生资源, 推广甲方的教育品牌在中国市场的影响力, 甲方给予乙方每年固定的项目推广费: 360,000.00 加币。如推广费用超出此费用, 额外的费用需乙方自理。此协议仅限于松散项目的推广, 如有固定的一定规模的合作项目, 佣金可另立协议。

Party B introduces Chinese schools and student resources to Party A, and introduces Party B's educational brand to Chinese educational organizations. Party A pays fixed amount of CAD\$360,000 to Party B as a reward. This agreement is only on loose program and students. If there is a fixed and large scale operation program, another commission agreement will be set up.

如双方无异议, 此协议每年自动更新。

If both parties don't have any dispute, this agreement will renew annually automatically.

### 3. 合作原则 Principle of cooperation

本协议为框架性指导协议 This Agreement is a framework guidance agreement

1. 合作的前提原则是双方平等, 各自独立经营, 不涉及对方的知识及经济等产权问题。本合作关系不改变双方各自的独立地位及隶属关系。双方均有独立进行经济及其他活动的自主经营权并对外承担各自应尽的责任与义务;



## EAGLE Q PARTNERS INC.

1. The premise of cooperation is that the two sides are equal and operate independently, not to get involved into each other's intellectual property and economic issues. This partnership does not change the respective independent status and affiliation relationship. Both of the two sides have the autonomy right of independent economic and other activities to operate and bear their respective responsibilities and obligations;

2. 甲乙双方的各项建议，规划，指导等（除单独约定并签订合同外），对双方合同均不具备强制性；

2. The proposals, plans, guidance, etc. of both parties shall not be mandatory for both parties (unless a separate agreement is made and a contract is signed.)

3. 甲乙双方产生的任何具体的合作项目，须另签订合同，属于正常合作范围；

3. Any specific cooperation project between Party A and Party B shall be signed separately and belong to the normal scope of cooperation;

4. 对于双方共同投资或约定且需要共同承担风险的项目，双方须另签订合同；

4. The two sides have to sign another contract for the project of that both side need to jointly invest or agreed and need to jointly bear the risk for.

5. 合同双方在签订本合同之时起，乙方成为甲方代理。

5. At the time of signing this contract, Party B shall become Party A's agent

#### 4. 保密 Confidentiality

本协议具体条款，双方均不允许以任何方式透露给第三方团体 / 个人。

合同双方中的任意一方在合作期间知晓另一方的商业，技术等商业秘密，于合作期内及合同终止后，若该信息为成为公众信息，双方均负有保密义务。

The terms and conditions of this Agreement shall not be disclosed in any way to third parties / individuals. Each of the parties to the contract knows the other's trade secrets of the business and technology during the period of cooperation. Both parties shall have a duty of confidentiality if those information become public information during the period of cooperation and after the termination of the contract.

#### 5. 合作期限 Cooperation period

- 本协议自双方签字后即视为有效，有效期至 2024 年 12 月 31 日；
- This Agreement shall be deemed valid after signature by both parties and shall be valid until December 31, 2024.
- 双方致力于建立一个长期的合作关系，在双方认为已无合作的必要或可能时，经协商一致可终止本协议并出具书面申请及说明，并需双方签字生效；
- The tow parties are committed to establish a long term relationship. This contract could be terminated with written application by consensus when both parties agree that the cooperation is not necessary or possible, signatures of both side are needed to make the termination effective.
- 合作期间，合同双方中的一方欲终止本合作协议时，针对合作期内仍在进行的合作项目，需在协议履行完结或经双方协商并签字同意对此协议进行终止。



## EAGLE Q PARTNERS INC.

- During the cooperation period, if one of the parties to the contract wishes to terminate this cooperation agreement, the agreement shall be terminated after the agreement ends or agreed by the both parties with signature for the termination base on the discussion between the two parties for the cooperation projects that are still in progress during the partnership period.

### 6. 违约责任 Breach of contract

- 除不可抗力原因外，合同双方中的任意一方违反本协议条款的情况下，需对另外一方进行损失赔偿包括但不限于经济损失费，律师费等；
- Except for any cause of force majeure, each party to the contract who violates the terms of this agreement shall be liable for damages to the other party, including but not limited to economic losses, attorneys' fees, etc.
- 合作期间双方发生争执的情况下，应本着友好协商的原则解决争执。若协商无效，双方均有权力于各自所在地提出争议仲裁或提交当地法院进行协调处理；
- During the period of dispute between the parties, the dispute should be settled in accordance with the principle of friendly consultation. If the negotiation is invalid, both sides have the right to submit a dispute arbitration or submit to the local court for coordinated handling in their respective location.
- 本协议的补充及变更可根据双方共同意愿进行书面修改或补充，由此形成的补充协议，与本协议具有同等法律效力。
- Supplementary and consequential amendments to this agreement may be amended or supplemented in writing by both parties' wishes, and the resulting supplemental agreement shall have the same legal effect as this agreement.

如乙方授权其旗下另一公司具体操作和承担以上各项项目的推广，可与甲方签署补充协议。其补充协议与主协议具有同等的法律效力。

If Party B authorizes its sub-company to extend the above programs in China, they can sign supplemental agreement. Its supplemental agreement has the equal legal effect to this main agreement.

本协议一式贰份，双方均持有一份，具有同等法律效力。

This agreement shall be held in 2 copies of the same form. Each party shall hold 1 copy with equal legal effect.



**EAGLE Q PARTNERS INC.**

甲方: **Eagle Q partners Inc.**

乙方: **Canada Vision Investment Inc.**

**Part A: Eagle Q Partners Inc.**

**Part B: Canada Vision Investment Inc.**

法人代表: Zhi Hong Chu

法人代表: Hong Liu

legal representative

legal representative

CEO

President

签字: Chu Zhong

签字: 刘红

Signature

Signature

签订地点: Vancouver

签订地点: Vancouver

Place of Signing: Vancouver

Place of Signing: Vancouver

日期: Mar. 23, 2018

日期: Mar. 23, 2018

Date: Mar. 23, 2018

Date: Mar. 23, 2018

This is Exhibit "F" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



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A Commissioner for taking  
Affidavits for British Columbia

# LOAN AGREEMENT - 借款协议

U90340 H 1 - 21

This agreement dated as of the 23rd day of May, 2019.

BETWEEN

**HONG LIU**

of 3456 W 39th Ave, Vancouver BC V6N 3A2

(referred to collectively herein as the "Lender")

AND:

**EAGLE Q PARTNERS INC.**

a registered BC company Incorp No.: BC0888575  
having an office at Suite 306 - 788 Beatty Street, Vancouver BC V6B 2M1

**JIAN JIN**

of #306 - 788 Beatty Street, Vancouver BC V6B 2M1

**ZHIHONG CHU**

of #306 - 788 Beatty Street, Vancouver BC V6B 2M1

(referred to collectively herein as the "Borrower")

AND:

**YU WEN NIAN**

of 1139 West 21st Street, North Vancouver, BC V7P 2C7

**TIE FENG FU**

#40 - 6511 Chambord Place, Vancouver BC V5S 4P2

(referred to collectively herein as the "Guarantor")

## 背景介绍 BACKGROUND

- A. **JIAN JIN** and **ZHIHONG CHU** are principals and directors for **EAGLE Q PARTNERS INC.**, a company running a business of several schools and academy, known as the Westside School and Carawyn Academy etc.

## LOAN AGREEMENT - 借款协议

U90340 H 2 - 21

- B. The Lender has agreed to lend to the Borrower, and the Borrower has agreed to borrow from the Lender, up to **THREE MILLION** Canadian Dollars (**\$3,000,000.00**) pursuant to the terms herein. (the "Loan"). The funds have already been advanced on March 23, 2018.
- C. The Loan is secured by the security documents described in this Loan Summary.

For the purpose of allowing both parties to better understand the terms and conditions of this Agreement, this Agreement includes Chinese translation for assistance of interpretation purpose. 以英文法律释义为主，中文翻译释义为辅；中文的简要概括式意译旨在协助理解之目的。

In consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the parties agree as follows:

### PART 1 — 前置信息 IMPORTANT ELEMENTS

#### 1. 借款小结 LOAN SUMMARY

LENDER(S) 贷方 / 出资人	LIU, Hong (刘红)
BORROWER(S) 借方 / 借款人	EAGLE Q PARTNERS INC. JIN, Jian CHU, Zhihong
GUARANTOR(S) 保方 / 担保人	NIAN, Yu Wen FU, Tie Feng (CHU, Zhihong的先生)
LOAN PURPOSE 借款用途	ONLY for ordinary business of academy and school (the "Loan Purpose") 用于且仅用于学校的日常经营。
PRE-CONDITION 先决条件	常规条件: See this Agreement (the "Conditions Precedent")
SECURITY 抵押保护	1. Mortgage on 1139 West 21st Street, North Vancouver, BC V7P2C7 2. Mortgage on #40 - 6511 Chambord Place, Vancouver BC V5S 4P2

# LOAN AGREEMENT - 借款协议

U90340 H 3 - 21

PRINCIPAL AMOUNT 借款总额	<b>\$3,000,000.00</b> Canadian Dollars (the "Principal Amount") 三百万加元
TERM & INTEREST 期限利息*	放款日: <= 起始日(the "Advance Date") 起始日: 2019-03-23 (the "Starting Date") 到期日: 2020-03-22 (the "Due Date") 期限: 12个月 (the "Loan Term") 借款基准利息: 2019-03-23 to 2020-03-22 年利息2.000% (the "Basic Interest Rate"): 借款罚金利息: 到期日后, 愈期未还部分, 年利息15.000% (the "Default Interest Rate"):  利息总额: 12个月的利息合计为\$60,000加元 (the "Interest")
REPAYMENT 还款方法	One (1) cheque \$480,000 already issued being unpaid arrears and interest from previous loan agreement and to be cleared on 2019-05-15.  Twelve (12) post-dated cheques for the Interest as the following: \$5,000.00 dated from 2019-04-01 to 2020-03-01  One (1) post-dated Cheque for the Principal as the following: <b>\$3,000,000.00</b> dated 2020-03-22
OTHER FEES 借方费用	Broker Fee 经纪费用: N/A 无 Legal Fee 律师费用: Usually the Borrower pays the Lender's legal fee, subject to the Lender's consent to compensate partial or entire fees to the Borrower. Discharge Fee 抵押解除: \$200.00
PREPAYMENT 提前还款*	借方可以提前还款 (全部或部分偿还), 如果在任何一个月内还款, 借方视作在当月的月底还款, 按足月偿付当月利息。The Borrower shall have the option at any time and from time to time to repay, in whole or in part, the outstanding balance of the Principal Amount, with notice and with or without bonus or penalty. The interest shall be calculated as if the principal amount is paid off at the end of that month.
MEMORANDUM	N/A 无



# LOAN AGREEMENT - 借款协议

U90340 H 4 - 21

补充说明	
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## 2. 附件清单 SCHEDULES

This Agreement includes Schedules:

- 1) Schedule "A": Promissory Note;
- 2) Schedule "B": Disclosure of the Borrower's Assets;
- 3) Schedule "C": Disclosure of the Borrower's Exceptions and Defaults;
- 4) Schedule "D": copies the parties' previous loan agreements in English and Chinese (signed);

## PART 2 — 名词解释 INTERPRETATION

### 3. 法律术语 DEFINITIONS

In this Agreement, the following terms shall have the following meanings and any other terms defined elsewhere in this Agreement shall have the meanings given to them in this Agreement:

- (a) **"Business Day"** means any day, other than Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (b) **"Obligations"** means the aggregate Principal Amount and Interest outstanding at any time; and
- (c) **"Principal Amount"** means, at any particular time, the amount of principal advanced by the Lender to the Borrower hereunder that has not been repaid.

## PART 3 — 条款细则 TERMS OF AGREEMENT

### 4. 承诺还款 LOAN AND REPAYMENT

The Lender hereby agrees to lend to the Borrower up to the Principal Amount, subject to the terms and conditions of this Agreement. The Borrower hereby, jointly and severally, unconditionally

## LOAN AGREEMENT - 借款协议

U90340 H 5 - 21

promise to repay the Obligations. 借方承诺偿还包括本金利息在内的全部债务。

The Guarantor, if any, further agrees to jointly, unconditionally, and absolutely indemnify and save harmless the Lender from any loss, cost, or damage, and legal costs suffered by the Lender arising out of any failure by the Borrower to make payments to the Lender or to perform any obligations under this Agreement. 保方为借方担保，承诺偿还包括还本金利息在内的全部债务，承担连带还款责任。

### 5. 借款用途 PURPOSE

The Loan is to be used by the Borrower ONLY for the above Loan Purpose as specified in the Loan Summary. 借款款项专款专用。

### 6. 借款期限 TERM

The term of the Loan shall be the period (the "Loan Term") commencing on the Starting Date and ending on the Due Date. The Borrower shall repay all Obligations to the Lender in full on the Due Date. The parties may, by agreement, extend the Loan Term based on mutually acceptable terms and conditions. 贷款期限开始于起始日，终结于到期日。

Subject to the satisfaction of the Conditions Precedent to advances of the Loan set out in the Agreement, the Lender shall advance the Loan to the Borrower no later than the Advance Date. 贷方不晚于借款放款日放款。

### 7. 利息计算 INTEREST

Before maturity, default or judgment, interest shall accrue on the Principal Amount, based at the **Basic Interest Rate**, calculated and compounded monthly.

Subject to the terms and conditions in the Loan Summary, the Borrower shall pay the Lender accrued Interest in arrears on a monthly basis on the first (1st) day of each calendar month during the Term, based on the **Basic Interest Rate**. Payments shall be applied first to interest and then to principal.

# LOAN AGREEMENT - 借款协议

U90340 H 6 - 21

Upon and after Due Date, the Obligations (including any accrued but unpaid overdue Interest) shall bear an interest at the **Default Interest Rate**.

到期日之前，按借款基准利率计算。到期日之后，按滞纳金利率计算利息。拖欠利息按滞纳金利率计算，利息累计计算。

## 8. 抵押保护 SECURITY

The Borrower, and the Guarantor, if any, agree to secure repayments of the Obligations, with all the Borrower and the Guarantor's current and future assets, including but not limited to all lands and premises, personal chattel and business assets. 借方与保方承诺以全部资产（包括所有的个人的与商业的，动产与不动产）保证还款。

The Borrower, and the Guarantor, if any, hereby agrees to grant to the Lender all related security, evidenced by the following documents, if applicable, including without limited to:

- (a) Mortgage and Assignment of Rent - Form B; 不动产抵押
- (b) General Security Agreement; 动产抵押
- (c) Environmental Agreement; and 环境保护协议
- (d) Indemnity Agreement; 承诺补偿协议

(all collectively and individually called the "Security")

Subject to the terms and conditions in the Loan Summary, if the Lender agrees with the Borrower NOT to execute or register any or all Security at the time of advance. Upon request of the Lender at any time after funding, the Borrower, and the Guarantor, if any, shall take all steps reasonably necessary or desirable to perfect the Security, including without limitation, executing and registering the Security against the Borrower or the Guarantor's properties. 如果存在贷款的抵押保护在放款之时尚未完成注册登记，借方同意之后配合贷方要求，签署相关文件，协助完成抵押的注册登记。

The Borrower, and the Guarantor, if any, further agree to strictly comply with all terms and conditions of the Security at all times while any Obligations are outstanding hereunder. Upon payment of all amounts owing hereunder to the Lender, the Lender will prepare and deliver to the Borrower discharges of the Security in registrable form. The Borrower will be responsible for registering such discharges on title to the property. 贷款还清，抵押解除。

# LOAN AGREEMENT - 借款协议

U90340 H 7 - 21

## 9. 提前还款 PREPAYMENT

Subject to the terms and conditions in the Loan Summary, ONLY with the consent from the Lender, the Borrower may have the option at any time and from time to time to repay, in whole or in part, the outstanding balance of the Principal Amount, with notice and with or without bonus or penalty. 提前还款需要征得贷方同意，可能会产生，或者不产生，利息罚金。

## 10. 借方费用 ADDITIONAL FEES

The Borrower shall pay loan administrative charges, appraisal, insurance, broker fee, legal fee and other costs associated with respect to the Loan, as listed in the Loan Summary. 借方需要支付的第三方费用。

## 11. 支付方式 RECEIPT OF PAYMENTS

All payments made by the Borrower to the Lender hereunder shall be made to the Lender, or anyone of the lender's direction, at the Lender's address first given above or such place as the Lender may advise the Borrower from time to time in writing. 借方按贷方指定方式和地址进行还款支付。

All payments required to be made under this Agreement that are received by the Lender after 2:00 p.m. on any particular day shall be deemed for all purposes of this Agreement to have been received by the Lender on the next Business Day. 当日超过下午2点的还款支付算作第二个工作日的支付。

## 12. 会计记录 ACCOUNTING

The Lender shall maintain on its books records evidencing the outstanding Obligations. The Lender shall maintain a record of the amount of the balance, each Advance, Interest accrued and each payment of Interest or principal on account of the Loan. The Lender's records constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrower to the Lender under this Agreement. 贷方保留借贷款收支明细的会计记录。

# LOAN AGREEMENT - 借款协议

U90340 H 8 - 21

## 13. 先决条件 CONDITIONS PRECEDENT TO ADVANCE

The obligation of the Lender to make any Advance of the Loan or any part thereof to the Borrower is subject to the fulfilment of the following conditions precedent, it being understood that these Conditions Precedent are for the exclusive benefit of the Lender and may be waived in writing in whole or in part by the Lender at any time. For greater certainty, the Lender shall have no obligation to make the Advance unless and until the Lender is satisfied that each of the following Conditions Precedent has been satisfied or waived in writing by the Lender: 满足前提条件才能放款。

- (a) the Borrower, and the Guarantor, if any, shall have executed and delivered all related loan documents to the Lender or the Lender’s lawyer:
  - i. this Loan Agreement;
  - ii. the Promissory Note as attached in Schedule “A”;
  - iii. all requested post-dated cheques as repayments of interest or principal
  - iv. the Security documents completed in a form and manner satisfactory to the Lender;
 要求借方签署与送达：借款协议、借据借条、预付支票、抵押文件（如适用）。
- (b) the same execution requirements also apply to the Guarantor, if applicable. 对于保方也同样要求签署与送达相关文件。
- (c) the Lender being satisfied that the Borrower is in full compliance with all terms and conditions of this Agreement and the Promissory Note; 借方无违规。
- (d) such other conditions as set out in the Letter of Intent, Commitment Letter or the Loan Summary; 附属合约或借款小结中的其它先决条件。

If the Brower grants any security: 如果给予抵押保护

- (e) the Security shall have been registered on title in favor of the Lender against the Borrower’s property and the Lender shall be satisfied with respect to the relative priorities. The Lender shall be satisfied that, no liens, charges or other security interests ranking pari passu or in priority to his interest without consent. 产权总体状况以及注册抵押权的优先级别符合贷方要求。

# LOAN AGREEMENT - 借款协议

U90340 H 9 - 21

## PART 4 — 借方义务 BORROWER'S OBLIGATIONS

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### 14. 借方声明 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as follows, which representations and warranties shall survive the execution and delivery of this Agreement and all instruments and agreements delivered pursuant thereto, and the advance of the Loan:

- (a) The Borrower has full power, authority, capacity and legal right to enter into and to perform this Agreement and all instruments and agreements delivered pursuant hereto. 借方承诺借方有完全的民事行为能力签署本协议。
- (b) The Borrower, in case of a company, shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof. 在公司的情况下，借方会通过相关公司的董事股东决议等。
- (c) Neither the execution and delivery of this Agreement nor compliance with the terms, conditions and provisions hereof, will conflict with, or result in a breach of, or give any person the right to terminate or cancel, or give rise to acceleration of the time for payment of any moneys payable under any of the terms, conditions or provisions of any agreement, instrument or arrangement to which the Borrower is now a party or by which it is or may be bound, or constitute a default thereunder any judgment or order, writ, injunction or decree of any court; or any applicable law or governmental regulation. 本协议的签署不会引致借方的任何其他的违约或违规。
- (d) There are no actions, suits or proceedings pending, to the knowledge of the Borrower, threatened (nor to the best knowledge of the Borrower is there any pending investigation) against or involving the Borrower at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, which involve a reasonable possibility (so far as the Borrower can foresee) of any material adverse change in the financial affairs of the Borrower, and the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, rule or

## LOAN AGREEMENT - 借款协议

U90340 H 10 - 21

regulation of any court, arbitrator or federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which involves a reasonable possibility (so far as the Borrower can foresee) of any material adverse change in the financial affairs of the Borrower. 借方承诺没有出现任何第三方拖欠、违规、争议的情况。

### 15. 借方许诺 COVENANTS

From the date of this Agreement and thereafter until the Obligation (including interest thereon) and any other amounts to be paid by the Borrower to the Lender hereunder, are paid in full:

- (a) The Borrower shall disclose to the Lender all personal and business assets in the Schedule "B". 借方提供全部个人与商业资产清单，详见附件“B”。
- (b) The Borrower shall notify the Lender immediately any defaults in Section 14 and shall disclose it in the Schedule "C". 借方及时告知贷方借方发生的过失，参见第14条款。
- (c) The Borrower shall maintain property insurance each year, and assign adequate insurance for delivery, all risk, fire, replacement cost, theft and public liability with loss payable to the Lender until the Loan is repaid in full. 借方应该每年按要求为其资产投保，贷方列为保险的受益人。
- (d) The Borrower shall allow the Lender to supervise the Borrower's Business:
  - i. The Borrower shall allow the Lender or the Lender's representative or appraiser to have reasonable access to the Business premise and inspect the Business. The Borrower shall also provide all related information and documents to facilitate the Lender's due diligence search, including without limitation: Business Records; Financial Statements, Bank Accounts, Contracts, Leases, Licenses and Permits, etc. 贷方有权对借方的经营业务进行监督管理。
  - ii. The Borrower shall allow the Lender or the Lender's nominated accountant to audit the Borrower's account on a monthly basis. 贷方有权对借方的经营业务进行会计审核。
  - iii. The Borrower shall allow the Buyer or the Lender or the Lender's representative to attend board meeting, and shall notify all the material

## LOAN AGREEMENT - 借款协议

U90340 H 11 - 21

company and business affairs to the Lender, including but not limited to, passed resolutions and enacted by-laws. 贷方有权参与借方的公司董事会议，接受公司重要事务通报。

### PART 5 — 追偿债务 ENFORCEMENT

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#### 16. 借方过失 DEFAULT

The Borrower shall be deemed to have defaulted under this Agreement if:

- (a) the Borrower fails to make timely payment of an amount required to be paid hereunder; 拖欠还款
- (b) the Borrower breaks any promise or agreement which the Borrower has made to the Lender; 违反协议
- (c) the Borrower has any material adverse change in financial status that may affect the Borrower's ability of repayment. The Lender in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Borrower's obligations is impaired. 财政恶化，从而影响支付。
  - i. an appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings;
  - ii. a petition or answer seeking reorganization, arrangement, adjustment or composition under applicable bankruptcy laws or any other applicable law or statute of Canada or any subdivision thereof;
  - iii. an assignment for the benefit of its creditors.

拖欠还款、违反协议、财政恶化属于借方的过失。

If the Brower grants any security: 如果给予抵押保护

- (d) the secured property is expropriated, abandoned or are left unoccupied for 30 or



## LOAN AGREEMENT - 借款协议

U90340 H 12 - 21

more consecutive days; 抵押被征收或者被弃置超过30天以上。

- (e) The Borrower apply for any more future advance under the previous mortgage without the prior written consent of the Lender; 未经贷方同意, 扩大贷方之前注册抵押的保护额度。
- (f) the Borrower gives another security to someone other than the Lender without the prior written consent of the Lender; 未经贷方同意, 将抵押物再次抵押。
- (g) the Borrower does not discharge any liens, claims or judgment registered in the land title office against the Property within 30 days after receiving notice of its registration, unless the Borrower diligently disputes the validity of the claim by taking all necessary legal steps to do so, gives reasonable security to the Lender to pay the claim in full if it is found to be valid, and authorizes the Lender to use the security to pay the lien in full. 没能及时有效地解决取消抵押物上的第三方纠纷。

### 17. 应对措施 CONSEQUENCES OF DEFAULT

贷方针对借方过失可能采取的应对措施:

- (a) If a default occurs, all Obligations and other monies owing to the Lender will, if the Lender chooses, at once become immediately due and payable. The Lender will continue to be entitled to receive interest until the Obligation is paid in full. The Lender shall have, in addition to the rights and remedies given it by this Agreement, all those allowed by all applicable laws. If a default occurs, the Lender may chooses, do any one or more of the same against the Borrower or the Guarantor, if any. 一旦发生借方过失, 贷方可以选择要求借方立即归还全部本金加利息的债务。借方需要持续支付所欠债务的利息, 直至债务全部偿清。贷方可向借方或保方采取任何法律措施。
- (b) If a default occurs, the Lender may, in any order that the Lender chooses, do any one or more of the following:
  - i. demand immediate payment of all Obligations; 要求立即偿还所有债务。
  - ii. sue the Borrower for the amount of money due; 起诉借方拖欠债务。

## LOAN AGREEMENT - 借款协议

U90340 H 13 - 21

- iii. take proceedings and any other legal steps to compel the Borrower to keep the Borrower's promises and agreements; 采取其它法律措施。

If the Brower grants any security: 如果给予抵押保护

征占、管理、使用、出租被抵押物（动产与不动产）；  
冻结、没收、抵押、拍卖被抵押物（动产与不动产）；

- iv. appoint a receiver of the secured property; enter upon and take possession of the property without the permission of anyone and make any arrangements the Lender considers necessary to (i) inspect, lease, collect rents or manage the property, (ii) complete the construction of any building on the property, or (iii) repair any building on the property;
  - v. sell the property and other property by public auction or private sale, or lease the Property on terms decided by the Lender (i) on 30 days notice to the Borrower if the default has continued for 30 days, or (ii) without notice to the Borrower if the default has continued for 60 days or more;
  - vi. enforce the Security and apply to the court to foreclose the Borrower's interest in the property so that when the court makes its final order of foreclosure the Borrower's interest in the Property will be absolutely vested in and belong to the Lender; or apply to the court for an order that the property be sold on terms approved by the court;
- (c) Nothing in subsection (b) affects the jurisdiction of the court. 适用法律的司法管辖地保持不受影响。
- (d) The Borrower will pay to the Lender on demand all expenses and costs incurred by the Lender in enforcing this Agreement. These expenses and costs include the Lender's cost of taking and keeping possession of the Borrower's properties, the cost of the time and services of the Lender or the Lender's employees for so doing, the Lender's legal fees and disbursements on a solicitor and client basis, unless the court allows legal fees and disbursements be paid on a different basis, and all other costs and expenses incurred by the Lender to protect the Lender's interest under this Agreement. These expenses and costs will be added to the Principal Amount, be payable on demand and bear Interest until they are fully paid. 借方应该补偿贷方

## LOAN AGREEMENT - 借款协议

U90340 H 14 - 21

追偿债务所产生的所有第三方的成本花费。

- (e) If the Lender obtains judgment against the Borrower as a result of a default, the remedies described in subsection (2) may continue to be used by the Lender to compel the Borrower to perform the Borrower's promises and agreements. 在法院裁决的判决书之外，贷方依然可以采取其它手段，要求借方偿还所有债务。贷方可以灵活采用任何合法手段。
- (f) If the Lender does not exercise any of the Lender's rights on the happening of a default or does not ask the Borrower to cure it, the Lender is not prevented from later compelling the Borrower to cure that default or exercising any of those rights in connection with that default or any later default of the same or any other kind. 贷方可以选择在借方违规后的任何时点采取应对措施。贷方可以灵活选择任何合理时点。
- (g) **WAIVER OF DEFAULT: 原谅过失** The Lender may at any time, and from time to time, waive in writing any event of default which may have occurred, provided that such waiver: shall be effective only if given in writing and signed by a duly authorized representative of the Lender; shall extend only to the specific instance of the particular event of default referred to in the notice in writing; and shall in no way be interpreted so as to extend to or affect any other event of default, prior or subsequent, or the rights or remedies of the Lender resulting therefrom. 贷方可以灵活选择原谅或容忍个别过失。

### PART 6 — 补充说明 MISCELLANEOUS

#### 18. 综合事项 GENERAL

- (a) **JOINT AND SEVERAL LIABILITY 追偿主体：全体追偿与个体追偿：**  
The Borrower, and the Guarantor, if any, agree to be jointly and severally liable for all of the Obligations of the Borrower hereunder. 贷方可以选择借方的全体、保方的全体、借方的任何一方、或者保方的任何一方，或者任何搭配组合，来追偿全部或者部分的债务。

# LOAN AGREEMENT - 借款协议

U90340 H 15 - 21

- (b) TIME OF THE ESSENCE 时间因素很关键  
Time shall be the essence of this Agreement.
  
- (c) NOTICE 书面通知送达  
All notices required or permitted to be given under this Agreement shall be in writing and personally delivered to the address of the intended recipient set forth on the first page of this Agreement or at such other address as may from time to time be notified by any of the parties in the manner provided in this Agreement.
  
- (d) ENTIRE AGREEMENT 协议的完整性  
This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.
  
- (e) SEVERABILITY 协议局部失效不影响整体  
If any portion or section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid
  
- (f) GENDER 性别与单复数非严格使用  
In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
  
- (g) HEADINGS 标题帮助理解  
The headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.
  
- (h) TRANSMISSION BY FACSIMILE 传真扫描文件视同原件的法律效力  
The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device shall be treated as binding as if originals and each party hereto

# LOAN AGREEMENT - 借款协议

U90340 H 16 - 21

undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

- (i) **ASSIGNMENT 协议不可转让**  
This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may not be unreasonably withheld.
- (j) **SUCCESSORS AND ASSIGNS 协议可继承**  
This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- (k) **APPLICABLE LAW 适用BC省及联邦法律**  
This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

## 19. 法律代理 LEGAL REPRESENTATION

### 借方和保方保留寻求独立法律意见的权利 (INDEPENDENT LEGAL ADVICE)。

The Borrower, and the Guarantor, if any, acknowledges that each party:

- A. has been made aware that for the purposes of this agreement and the arrangement, WOOD WIND LAW OFFICE is acting for the lender only and not for the Borrower, and the Guarantor, if any, and, as such, the Borrower, and the Guarantor, if any, are aware of their right to independent legal advice with respect to this agreement and the transactions contemplated herein; 木风律师事务所代表且仅代表贷方。
- B. has been recommended by the lender's lawyer to obtain independent legal advice with respect to this agreement and the transactions contemplated herein; and 木风律师事务所建议借方和保方寻求独立法律意见。
- C. has read and understood the contents of this agreement and hereby signs this agreement freely and voluntarily. 借方和保方已经阅读并理解本协议的内容。协议签署在借方和保方完全清醒、慎重与自愿的条件下完成的。

# LOAN AGREEMENT - 借款协议

U90340 H 17 - 21

## PART 7— 协议签署 ACCEPTANCE AND EXECUTION

This Agreement and anything else to be executed pursuant thereto may, except where required otherwise by a person not party to this Agreement, be signed in counterparts and such signing in counterpart shall be fully binding as though the document were signed in original.

The parties sign in evidence of their intent to be bound by the foregoing terms.

签字的时间、地点与见证人

Signed, Sealed and Delivered in the presence of:

Lihua Xiao

Witness name LIHUA XIAO (肖莉华)

Address

Occupation: Accountant

Lin Wang

Witness name

Commission expires: 8/21/2020

Lin Wang

Commissioner for taking affidavits in and for British Columbia



Wood Wind Law Corporation

300-1200 West 73rd Avenue  
Vancouver, BC V6P 6G5

t 604.568.7070 f 604.266.8803

借方 / 借款人 签字

X [Signature]

EAGLE Q PARTNERS INC., by its authorized signatories: JIN, Jian, CHU, Zhihong and FERGUSON, Rosemary

X [Signature]

JIAN JIN

X [Signature]

ZHIHONG CHU

保方 / 担保人 签字

X \_\_\_\_\_

YU WEN NIAN

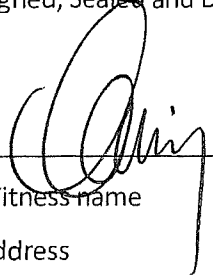
X [Signature]

TIE FENG FU

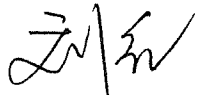
# LOAN AGREEMENT - 借款协议


U90340 H 18 - 21

签字的时间、地点与见证人  
Signed, Sealed and Delivered in the presence of:

  
\_\_\_\_\_  
Witness name  
Address  
Occupation

贷方 / 出资人 签字

x   
\_\_\_\_\_  
HONG LIU (刘红)

Lin Wang [commission expires: 8/31/2019]  
Commissioner for taking affidavits  
in and for British Columbia  
 Wood Wind Law Corporation  
300-1200 West 73rd Avenue  
Vancouver, BC V6P 6G5  
t 604.568.7070 f 604.266.8803

# LOAN AGREEMENT - 借款协议

U90340 H 19 - 21

## 借条借据 SCHEDULE A PROMISSORY NOTE - 还款承诺

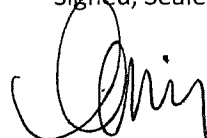
FOR VALUE RECEIVED: CAD \$6,000,000.00

1. 借方承诺归还本金利息: The undersigned, **Eagle Q. Partners Inc., Jian Jin, and Zhihong Chu** (together the "Borrower"), hereby jointly and severally, unconditionally promise to pay to or to the order of **Hong Liu and Meng Rui Li**, (the "Lender"), the principal amount of **to SIX MILLION Canadian Dollars (\$6,000,000.00)**, ONLY of lawful money of Canada, with an annum interest of 2.000%, due on March 22nd, 2020 and with an annum interest of 15.000% after March 22nd, 2020.
2. 借条执行无需另行通知: The undersigned waives presentment for payment, protest, notice of protest, notice of dishonour, notice of non-payment and all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.
3. 无默认放弃权利: No delay by the Lender in exercising any power or right hereunder shall operate as a waiver of power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatever or modification of the terms thereof shall be valid unless in writing signed by both Lender and then only to the extent therein set forth.
4. 适用BC省及联邦法律: This Promissory Note shall be governed by and construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
5. 借条的可继承性: This Promissory Note shall enure to the benefit of and be binding upon the parties' heirs, successors and assigns.

DATED at the 23rd day of **May**, 2019.

签字的时间、地点与见证人

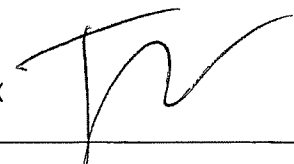
Signed, Sealed and Delivered in the presence of:

  
 (commissioner expires 8/31/2019)  
 Lin Wang Commissioner for taking affidavits  
 in and for British Columbia

Wood Wind Law Corporation  
 300-1200 West 73rd Avenue  
 Vancouver, BC V6P 6G5  
 Address t 604.568.7070 f 604.266.8803


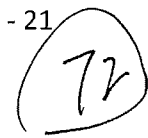
Occupation:

借方 / 借款人 签字

X 

EAGLE Q PARTNERS INC., by its authorized signatories: **JIN, Jian, CHU, Zhihong and FERGUSON, Rosemary**

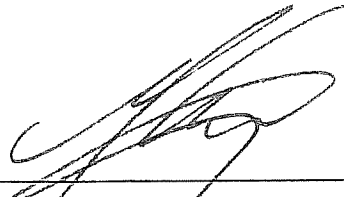
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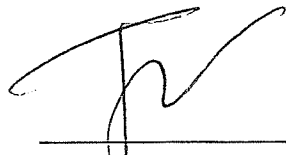
 




# LOAN AGREEMENT - 借款协议

U90340 H 20 - 21

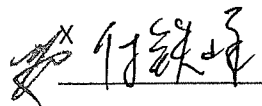
  
 \_\_\_\_\_  
 Witness name  
 Address: **Matthew Y.W. Chan**  
**Barriater & Solicitor**  
**Wood Wind Law Office**  
 Occupation: **#300-1200 West 73rd Avenue**  
**Vancouver, BC V6P 6G5**  
**t 604-568-7070 f 604-288-4777**

  
 \_\_\_\_\_  
 JIAN JIN

X   
 \_\_\_\_\_  
 ZHIHONG CHU

保方 / 担保人 签字  
 X

\_\_\_\_\_  
 YU WEN NIAN

X   
 \_\_\_\_\_  
 TIE FENG FU

# LOAN AGREEMENT - 借款协议

U90340 H 21 - 21

## 资产清单 SCHEDULE B

### SCHEDULE "B" DISCLOSURE OF BORROWER'S ASSETS LIST

List of personal collateral and business assets:

- 1) 1139 West 21st Street, North Vancouver, BC V7P2C7
- 2) #40 - 6511 Chambord Place, Vancouver BC V5S 4P2

## 违约记录 SCHEDULE C

### SCHEDULE "C" DISCLOSURE OF BORROWER'S EXCEPTION & DEFAULT

## 附属合约 SCHEDULE D

### SCHEDULE "D" OTHER AGREEMENTS

See attached documents.

# LOAN AGREEMENT - 借款协议

U90340 H 1 - 21

This agreement dated as of the 23rd day of May, 2019.

BETWEEN

**MENG RUI LI**  
of 3456 W 39th Ave, Vancouver BC V6N 3A2

(referred to collectively herein as the "Lender")

AND:

**EAGLE Q PARTNERS INC.**  
a registered BC company Incorp No.: BC0888575  
having an office at Suite 306 - 788 Beatty Street, Vancouver BC V6B 2M1

**JIAN JIN**  
of #306 - 788 Beatty Street, Vancouver BC V6B 2M1

**ZHIHONG CHU**  
of #306 - 788 Beatty Street, Vancouver BC V6B 2M1

(referred to collectively herein as the "Borrower")

AND:

**YU WEN NIAN**  
of 1139 West 21st Street, North Vancouver, BC V7P 2C7

**TIE FENG FU**  
#40 - 6511 Chambord Place, Vancouver BC V5S 4P2

(referred to collectively herein as the "Guarantor")

## 背景介绍 BACKGROUND

- A. **JIAN JIN** and **ZHIHONG CHU** are principals and directors for **EAGLE Q PARTNERS INC.**, a company running a business of several schools and academy, known as the Westside School and Carawyn Academy etc.

# LOAN AGREEMENT - 借款协议

U90340 H 2 - 21

- B. The Lender has agreed to lend to the Borrower, and the Borrower has agreed to borrow from the Lender, up to **THREE MILLION** Canadian Dollars (**\$3,000,000.00**) pursuant to the terms herein. (the "Loan"). The funds have already been advanced on March 23, 2018.
- C. The Loan is secured by the security documents described in this Loan Summary.
- D. LI, Meng Rui is holding the Loan, in trust for the use, benefit and advantage of her sisters, the Beneficiaries, LI, Yun Ze and LI, Wan Ze. on an equal basis. LI, Meng Rui should **ONLY** act as a bare trustee. LI, Meng Rui specifically acknowledges that she has no right or interest in this particular Loan except as a holder of bare legal title and that the beneficiaries hold all of beneficial and equitable interests in this Loan. LI, Meng Rui shall transfer all the interest of the Loan to the Beneficiaries when they reach the age of an adult (19 years old).

For the purpose of allowing both parties to better understand the terms and conditions of this Agreement, this Agreement includes Chinese translation for assistance of interpretation purpose. 以英文法律释义为主，中文翻译释义为辅；中文的简要概括式意译旨在协助理解之目的。

In consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the parties agree as follows:

## PART 1 — 前置信息 IMPORTANT ELEMENTS

### 1. 借款小结 LOAN SUMMARY

LENDER(S) 贷方 / 出资人	LI, Meng Rui holds in trust for Beneficiaries of LI, Yun Ze and LI, Wan Ze. 李孟蕊为李昀泽和李宛泽挂名持有，各持50%（150万加元），在李昀泽和李宛泽成年后，归还本金利息。
BORROWER(S) 借方 / 借款人	EAGLE Q PARTNERS INC. JIN, Jian CHU, Zhihong
GUARANTOR(S) 保方 / 担保人	NIAN, Yu Wen FU, Tie Feng (CHU, Zhihong的先生)

## LOAN AGREEMENT - 借款协议

U90340 H 3 - 21

LOAN PURPOSE 借款用途	ONLY for ordinary business of academy and school (the "Loan Purpose") 用于且仅用于学校的日常经营。
PRE-CONDITION 先决条件	常规条件: See this Agreement (the "Conditions Precedent")
SECURITY 抵押保护	1. Mortgage on 1139 West 21st Street, North Vancouver, BC V7P2C7 2. Mortgage on #40 - 6511 Chambord Place, Vancouver BC V5S 4P2
PRINCIPAL AMOUNT 借款总额	<b>\$3,000,000.00</b> Canadian Dollars (the "Principal Amount") 三百万加元
TERM & INTEREST 期限利息*	放款日: <= 起始日 (the "Advance Date") 起始日: 2019-03-23 (the "Starting Date") 到期日: 2020-03-22 (the "Due Date") 期限: 12个月 (the "Loan Term") <u>借款基准利息</u> : 2019-03-23 to 2020-03-22 年利息2.000% (the "Basic Interest Rate"): <u>借款罚金利息</u> : 到期日后, 愈期末还部分, 年利息15.000% (the "Default Interest Rate"):  利息总额: 12个月的利息合计为\$60,000加元 (the "Interest")
REPAYMENT 还款方法	One (1) cheque \$480,000 already issued being unpaid arrears and interest from previous loan agreement and to be cleared on 2019-05-15.  Twelve (12) post-dated cheques for the Interest as the following: \$5,000.00 dated from 2019-04-01 to 2020-03-01  One (1) post-dated Cheque for the Principal as the following: <b>\$3,000,000.00</b> dated 2020-03-22
OTHER FEES 借方费用	Broker Fee 经纪费用: N/A 无 Legal Fee 律师费用: Usually the Borrower pays the Lender's legal fee, subject to the Lender's consent to compensate partial or entire fees to the Borrower. Discharge Fee 抵押解除: \$200.00
PREPAYMENT	借方可以提前还款 (全部或部分偿还), 如果在任何一个月内还款, 借方

# LOAN AGREEMENT - 借款协议

U90340 H 4 - 21

提前还款*	视作在当月的月底还款，按足月偿付当月利息。The Borrower shall have the option at any time and from time to time to repay, in whole or in part, the outstanding balance of the Principal Amount, with notice and with or without bonus or penalty. The interest shall be calculated as if the principal amount is paid off at the end of that month.
MEMORANDUM 补充说明	N/A 无

## 2. 附件清单 SCHEDULES

This Agreement includes Schedules:

- 1) Schedule "A": Promissory Note;
- 2) Schedule "B": Disclosure of the Borrower's Assets;
- 3) Schedule "C": Disclosure of the Borrower's Exceptions and Defaults;
- 4) Schedule "D": copies the parties' previous loan agreements in English and Chinese (signed);

## PART 2 — 名词解释 INTERPRETATION

### 3. 法律术语 DEFINITIONS

In this Agreement, the following terms shall have the following meanings and any other terms defined elsewhere in this Agreement shall have the meanings given to them in this Agreement:

- (a) "**Business Day**" means any day, other than Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (b) "**Obligations**" means the aggregate Principal Amount and Interest outstanding at any time; and
- (c) "**Principal Amount**" means, at any particular time, the amount of principal advanced by the Lender to the Borrower hereunder that has not been repaid.

## PART 3 — 条款细则 TERMS OF AGREEMENT

## LOAN AGREEMENT - 借款协议

U90340 H 5 - 21

### 4. 承诺还款 LOAN AND REPAYMENT

The Lender hereby agrees to lend to the Borrower up to the Principal Amount, subject to the terms and conditions of this Agreement. The Borrower hereby, jointly and severally, unconditionally promise to repay the Obligations. 借方承诺偿还包括本金利息在内的全部债务。

The Guarantor, if any, further agrees to jointly, unconditionally, and absolutely indemnify and save harmless the Lender from any loss, cost, or damage, and legal costs suffered by the Lender arising out of any failure by the Borrower to make payments to the Lender or to perform any obligations under this Agreement. 保方为借方担保, 承诺偿还包括还本金利息在内的全部债务, 承担连带还款责任。

### 5. 借款用途 PURPOSE

The Loan is to be used by the Borrower ONLY for the above Loan Purpose as specified in the Loan Summary. 借款款项专款专用。

### 6. 借款期限 TERM

The term of the Loan shall be the period (the "Loan Term") commencing on the Starting Date and ending on the Due Date. The Borrower shall repay all Obligations to the Lender in full on the Due Date. The parties may, by agreement, extend the Loan Term based on mutually acceptable terms and conditions. 贷款期限开始于起始日, 终结于到期日。

Subject to the satisfaction of the Conditions Precedent to advances of the Loan set out in the Agreement, the Lender shall advance the Loan to the Borrower no later than the Advance Date. 贷方不晚于借款放款日放款。

### 7. 利息计算 INTEREST

Before maturity, default or judgment, interest shall accrue on the Principal Amount, based at the **Basic Interest Rate**, calculated and compounded monthly.

## LOAN AGREEMENT - 借款协议

U90340 H 6 - 21

Subject to the terms and conditions in the Loan Summary, the Borrower shall pay the Lender accrued Interest in arrears on a monthly basis on the first (1st) day of each calendar month during the Term, based on the **Basic Interest Rate**. Payments shall be applied first to interest and then to principal.

Upon and after Due Date, the Obligations (including any accrued but unpaid overdue Interest) shall bear an interest at the **Default Interest Rate**.

到期日之前，按借款基准利率计算。到期日之后，按滞纳金拖欠利率计算利息。拖欠利息按滞纳金利率计算，利息累计计算。

### 8. 抵押保护 SECURITY

The Borrower, and the Guarantor, if any, agree to secure repayments of the Obligations, with all the Borrower and the Guarantor's current and future assets, including but not limited to all lands and premises, personal chattel and business assets. 借方与保方承诺以全部资产（包括所有的个人的与商业的，动产与不动产）保证还款。

The Borrower, and the Guarantor, if any, hereby agrees to grant to the Lender all related security, evidenced by the following documents, if applicable, including without limited to:

- (a) Mortgage and Assignment of Rent - Form B; 不动产抵押
- (b) General Security Agreement; 动产抵押
- (c) Environmental Agreement; and 环境保护协议
- (d) Indemnity Agreement; 承诺补偿协议

(all collectively and individually called the "Security")

The Borrower agree to execute and deliver the requested Security documents pursuant to the terms and conditions in the Load Summary. If there is any or all Security that the Lender agrees with the Borrower NOT to execute, deliver or register before the time of advance. Upon request of the Lender at any time after funding, the Borrower, and the Guarantor, if any, shall take all steps reasonably necessary or desirable to perfect the Security, including without limitation, executing and registering the Security against the Borrower or the Guarantor's properties. 如果存在贷款的抵押保护在放款之时尚未完成注册登记，借方同意之后配合贷方要求，签署相关文件，协助完成抵押的注册登记。



## LOAN AGREEMENT - 借款协议

U90340 H 7 - 21

The Borrower, and the Guarantor, if any, further agree to strictly comply with all terms and conditions of the Security at all times while any Obligations are outstanding hereunder. Upon payment of all amounts owing hereunder to the Lender, the Lender will prepare and deliver to the Borrower discharges of the Security in registrable form. The Borrower will be responsible for registering such discharges on title to the property. 贷款还清，抵押解除。

### 9. 提前还款 PREPAYMENT

Subject to the terms and conditions in the Loan Summary, ONLY with the consent from the Lender, the Borrower may have the option at any time and from time to time to repay, in whole or in part, the outstanding balance of the Principal Amount, with notice and with or without bonus or penalty. 提前还款需要征得贷方同意，可能会产生，或者不产生，利息罚金。

### 10. 借方费用 ADDITIONAL FEES

The Borrower shall pay loan administrative charges, appraisal, insurance, broker fee, legal fee and other costs associated with respect to the Loan, as listed in the Loan Summary. 借方需要支付的第三方费用。

### 11. 支付方式 RECEIPT OF PAYMENTS

All payments made by the Borrower to the Lender hereunder shall be made to the Lender, or anyone of the lender's direction, at the Lender's address first given above or such place as the Lender may advise the Borrower from time to time in writing. 借方按贷方指定方式和地址进行还款支付。

All payments required to be made under this Agreement that are received by the Lender after 2:00 p.m. on any particular day shall be deemed for all purposes of this Agreement to have been received by the Lender on the next Business Day. 当日超过下午2点的还款支付算作第二个工作日的支付。

### 12. 会计记录 ACCOUNTING

# LOAN AGREEMENT - 借款协议

U90340 H 8 - 21

The Lender shall maintain on its books records evidencing the outstanding Obligations. The Lender shall maintain a record of the amount of the balance, each Advance, Interest accrued and each payment of Interest or principal on account of the Loan. The Lender's records constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrower to the Lender under this Agreement. 贷方保留借贷款收支明细的会计记录。

### 13. 先决条件 CONDITIONS PRECEDENT TO ADVANCE

The obligation of the Lender to make any Advance of the Loan or any part thereof to the Borrower is subject to the fulfilment of the following conditions precedent, it being understood that these Conditions Precedent are for the exclusive benefit of the Lender and may be waived in writing in whole or in part by the Lender at any time. For greater certainty, the Lender shall have no obligation to make the Advance unless and until the Lender is satisfied that each of the following Conditions Precedent has been satisfied or waived in writing by the Lender: 满足前提条件才能放款。

- (a) the Borrower, and the Guarantor, if any, shall have executed and delivered all related loan documents to the Lender or the Lender's lawyer:
  - i. this Loan Agreement;
  - ii. the Promissory Note as attached in Schedule "A";
  - iii. all requested post-dated cheques as repayments of interest or principal
  - iv. the Security documents completed in a form and manner satisfactory to the Lender;

要求借方签署与送达：借款协议、借据借条、预付支票、抵押文件（如适用）。

- (b) the same execution requirements also apply to the Guarantor, if applicable. 对于保方也同样要求签署与送达相关文件。
- (c) the Lender being satisfied that the Borrower is in full compliance with all terms and conditions of this Agreement and the Promissory Note; 借方无违规。
- (d) such other conditions as set out in the Letter of Intent, Commitment Letter or the Loan Summary; 附属合约或借款小结中的其它先决条件。

If the Brower grants any security: 如果给予抵押保护

## LOAN AGREEMENT - 借款协议

U90340 H 9 - 21

- (e) the Security shall have been registered on title in favor of the Lender against the Borrower's property and the Lender shall be satisfied with respect to the relative priorities. The Lender shall be satisfied that, no liens, charges or other security interests ranking pari passu or in priority to his interest without consent. 产权总体状况以及注册抵押权的优先级别符合贷方要求。

### PART 4 — 借方义务 BORROWER'S OBLIGATIONS

#### 14. 借方声明 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as follows, which representations and warranties shall survive the execution and delivery of this Agreement and all instruments and agreements delivered pursuant thereto, and the advance of the Loan:

- (a) The Borrower has full power, authority, capacity and legal right to enter into and to perform this Agreement and all instruments and agreements delivered pursuant hereto. 借方承诺借方有完全的民事行为能力签署本协议。
- (b) The Borrower, in case of a company, shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof. 在公司的情况下，借方会通过相关公司的董事股东决议等。
- (c) Neither the execution and delivery of this Agreement nor compliance with the terms, conditions and provisions hereof, will conflict with, or result in a breach of, or give any person the right to terminate or cancel, or give rise to acceleration of the time for payment of any moneys payable under any of the terms, conditions or provisions of any agreement, instrument or arrangement to which the Borrower is now a party or by which it is or may be bound, or constitute a default thereunder any judgment or order, writ, injunction or decree of any court; or any applicable law or governmental regulation. 本协议的签署不会引致借方的任何其他的违约或违规。

## LOAN AGREEMENT - 借款协议

U90340 H 10 - 21

- (d) There are no actions, suits or proceedings pending, to the knowledge of the Borrower, threatened (nor to the best knowledge of the Borrower is there any pending investigation) against or involving the Borrower at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, which involve a reasonable possibility (so far as the Borrower can foresee) of any material adverse change in the financial affairs of the Borrower, and the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court, arbitrator or federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which involves a reasonable possibility (so far as the Borrower can foresee) of any material adverse change in the financial affairs of the Borrower. 借方承诺没有出现任何第三方拖欠、违规、争议的情况。

### 15. 借方许诺 COVENANTS

From the date of this Agreement and thereafter until the Obligation (including interest thereon) and any other amounts to be paid by the Borrower to the Lender hereunder, are paid in full:

- (a) The Borrower shall disclose to the Lender all personal and business assets in the Schedule "B". 借方提供全部个人与商业资产清单，详见附件“B”。
- (b) The Borrower shall notify the Lender immediately any defaults in Section 14 and shall disclose it in the Schedule "C". 借方及时告知贷方借方发生的过失，参见第14条款。
- (c) The Borrower shall maintain property insurance each year, and assign adequate insurance for delivery, all risk, fire, replacement cost, theft and public liability with loss payable to the Lender until the Loan is repaid in full. 借方应该每年按要求为其资产投保，贷方列为保险的受益人。
- (d) The Borrower shall allow the Lender to supervise the Borrower's Business:
- i. The Borrower shall allow the Lender or the Lender's representative or appraiser to have reasonable access to the Business premise and inspect the Business. The Borrower shall also provide all related information and documents to facilitate the Lender's due diligence search, including without

# LOAN AGREEMENT - 借款协议

U90340 H 11 - 21

limitation: Business Records; Financial Statements, Bank Accounts, Contracts, Leases, Licenses and Permits, etc. 贷方有权对借方的经营业务进行监督管理。

- ii. The Borrower shall allow the Lender or the Lender's nominated accountant to audit the Borrower's account on a monthly basis. 贷方有权对借方的经营业务进行会计审核。
- iii. The Borrower shall allow the Buyer or the Lender or the Lender's representative to attend board meeting, and shall notify all the material company and business affairs to the Lender, including but not limited to, passed resolutions and enacted by-laws. 贷方有权参与借方的公司董事会会议，接受公司重要事务通报。

## PART 5 — 追偿债务 ENFORCEMENT

### 16. 借方过失 DEFAULT

The Borrower shall be deemed to have defaulted under this Agreement if:

- (a) the Borrower fails to make timely payment of an amount required to be paid hereunder; 拖欠还款
- (b) the Borrower breaks any promise or agreement which the Borrower has made to the Lender; 违反协议
- (c) the Borrower has any material adverse change in financial status that may affect the Borrower's ability of repayment. The Lender in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Borrower's obligations is impaired. 财政恶化，从而影响支付。
  - i. an appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings;
  - ii. a petition or answer seeking reorganization, arrangement, adjustment or composition under applicable bankruptcy laws or any other applicable law or

# LOAN AGREEMENT - 借款协议

U90340 H 12 - 21

- statute of Canada or any subdivision thereof;
- iii. an assignment for the benefit of its creditors.

拖欠还款、违反协议、财政恶化属于借方的过失。

If the Borrower grants any security: 如果给予抵押保护

- (d) the secured property is expropriated, abandoned or are left unoccupied for 30 or more consecutive days; 抵押被征收或者被弃置超过30天以上。
- (e) The Borrower apply for any more future advance under the previous mortgage without the prior written consent of the Lender; 未经贷方同意，扩大贷方之前注册抵押的保护额度。
- (f) the Borrower gives another security to someone other than the Lender without the prior written consent of the Lender; 未经贷方同意，将抵押物再次抵押。
- (g) the Borrower does not discharge any liens, claims or judgment registered in the land title office against the Property within 30 days after receiving notice of its registration, unless the Borrower diligently disputes the validity of the claim by taking all necessary legal steps to do so, gives reasonable security to the Lender to pay the claim in full if it is found to be valid, and authorizes the Lender to use the security to pay the lien in full. 没能及时有效地解决取消抵押物上的第三方纠纷。

## 17. 应对措施 CONSEQUENCES OF DEFAULT

贷方针对借方过失可能采取的应对措施：

- (a) If a default occurs, all Obligations and other monies owing to the Lender will, if the Lender chooses, at once become immediately due and payable. The Lender will continue to be entitled to receive interest until the Obligation is paid in full. The Lender shall have, in addition to the rights and remedies given it by this Agreement, all those allowed by all applicable laws. If a default occurs, the Lender may chooses, do any one or more of the same against the Borrower or the Guarantor, if any. 一旦发生借方过失，贷方可以选择要求借方立即归还全部本金加利息的债务。借方需要持续支付所欠债务的利息，直至债务全部偿清。贷方可向借方或保方采取

## LOAN AGREEMENT - 借款协议

U90340 H 13 - 21

任何法律措施。

(b) If a default occurs, the Lender may, in any order that the Lender chooses, do any one or more of the following:

- i. demand immediate payment of all Obligations; 要求立即偿还所有债务。
- ii. sue the Borrower for the amount of money due; 起诉借方拖欠债务。
- iii. take proceedings and any other legal steps to compel the Borrower to keep the Borrower's promises and agreements; 采取其它法律措施。

If the Borrower grants any security: 如果给予抵押保护

征占、管理、使用、出租被抵押物（动产与不动产）；  
冻结、没收、抵押、拍卖被抵押物（动产与不动产）；

- iv. appoint a receiver of the secured property; enter upon and take possession of the property without the permission of anyone and make any arrangements the Lender considers necessary to (i) inspect, lease, collect rents or manage the property, (ii) complete the construction of any building on the property, or (iii) repair any building on the property;
  - v. sell the property and other property by public auction or private sale, or lease the Property on terms decided by the Lender (i) on 30 days notice to the Borrower if the default has continued for 30 days, or (ii) without notice to the Borrower if the default has continued for 60 days or more;
  - vi. enforce the Security and apply to the court to foreclose the Borrower's interest in the property so that when the court makes its final order of foreclosure the Borrower's interest in the Property will be absolutely vested in and belong to the Lender; or apply to the court for an order that the property be sold on terms approved by the court;
- (c) Nothing in subsection (b) affects the jurisdiction of the court. 适用法律的司法管辖地保持不受影响。
- (d) The Borrower will pay to the Lender on demand all expenses and costs incurred by

## LOAN AGREEMENT - 借款协议

U90340 H 14 - 21

the Lender in enforcing this Agreement. These expenses and costs include the Lender's cost of taking and keeping possession of the Borrower's properties, the cost of the time and services of the Lender or the Lender's employees for so doing, the Lender's legal fees and disbursements on a solicitor and client basis, unless the court allows legal fees and disbursements be paid on a different basis, and all other costs and expenses incurred by the Lender to protect the Lender's interest under this Agreement. These expenses and costs will be added to the Principal Amount, be payable on demand and bear Interest until they are fully paid. 借方应该补偿贷方追偿债务所产生的所有第三方的成本花费。

- (e) If the Lender obtains judgment against the Borrower as a result of a default, the remedies described in subsection (2) may continue to be used by the Lender to compel the Borrower to perform the Borrower's promises and agreements. 在法院裁决的判决书之外，贷方依然可以采取其它手段，要求借方偿还所有债务。贷方可以灵活采用任何合法手段。
- (f) If the Lender does not exercise any of the Lender's rights on the happening of a default or does not ask the Borrower to cure it, the Lender is not prevented from later compelling the Borrower to cure that default or exercising any of those rights in connection with that default or any later default of the same or any other kind. 贷方可以选择在借方违规后的任何时点采取应对措施。贷方可以灵活选择任何合理时点。
- (g) **WAIVER OF DEFAULT: 原谅过失** The Lender may at any time, and from time to time, waive in writing any event of default which may have occurred, provided that such waiver: shall be effective only if given in writing and signed by a duly authorized representative of the Lender; shall extend only to the specific instance of the particular event of default referred to in the notice in writing; and shall in no way be interpreted so as to extend to or affect any other event of default, prior or subsequent, or the rights or remedies of the Lender resulting therefrom. 贷方可以灵活选择原谅或容忍个别过失。

### PART 6 — 补充说明 MISCELLANEOUS

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# LOAN AGREEMENT - 借款协议

U90340 H 15 - 21

## 18. 综合事项 GENERAL

- (a) **JOINT AND SEVERAL LIABILITY 追偿主体：全体追偿与个体追偿：**  
The Borrower, and the Guarantor, if any, agree to be jointly and severally liable for all of the Obligations of the Borrower hereunder. 贷方可以选择借方的全体、保方的全体、借方的任何一方、或者保方的任何一方，或者任何搭配组合，来追偿全部或者部分的债务。
- (b) **TIME OF THE ESSENCE 时间因素很关键**  
Time shall be the essence of this Agreement.
- (c) **NOTICE 书面通知送达**  
All notices required or permitted to be given under this Agreement shall be in writing and personally delivered to the address of the intended recipient set forth on the first page of this Agreement or at such other address as may from time to time be notified by any of the parties in the manner provided in this Agreement.
- (d) **ENTIRE AGREEMENT 协议的完整性**  
This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.
- (e) **SEVERABILITY 协议局部失效不影响整体**  
If any portion or section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid
- (f) **GENDER 性别与单复数非严格使用**  
In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- (g) **HEADINGS 标题帮助理解**

## LOAN AGREEMENT - 借款协议

U90340 H 16 - 21

The headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

- (h) **TRANSMISSION BY FACSIMILE 传真扫描文件视同原件的法律效力**  
The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device shall be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.
- (i) **ASSIGNMENT 协议不可转让**  
This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may not be unreasonably withheld.
- (j) **SUCCESSORS AND ASSIGNS 协议可继承**  
This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- (k) **APPLICABLE LAW 适用BC省及联邦法律**  
This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

### 19. 法律代理 LEGAL REPRESENTATION

#### 借方和保方保留寻求独立法律意见的权利 (INDEPENDENT LEGAL ADVICE)。

The Borrower, and the Guarantor, if any, acknowledges that each party:

- A. has been made aware that for the purposes of this agreement and the arrangement, WOOD WIND LAW OFFICE is acting for the lender only and not for the Borrower, and the Guarantor, if any, and, as such, the Borrower, and the Guarantor, if any, are aware of their right to independent legal advice with respect to this agreement and the transactions contemplated herein; 木风律师事务所代表且仅代表贷方。
- B. has been recommended by the lender's lawyer to obtain independent legal advice with respect

# LOAN AGREEMENT - 借款协议

U90340 H 17 - 21

to this agreement and the transactions contemplated herein; and 木风律师事务所建议借方和保方寻求独立法律意见。

C. has read and understood the contents of this agreement and hereby signs this agreement freely and voluntarily. 借方和保方已经阅读并理解本协议的内容。协议签署在借方和保方完全清醒、慎重与自愿的条件下完成的。

## PART 7— 协议签署 ACCEPTANCE AND EXECUTION

This Agreement and anything else to be executed pursuant thereto may, except where required otherwise by a person not party to this Agreement, be signed in counterparts and such signing in counterpart shall be fully binding as though the document were signed in original.

The parties sign in evidence of their intent to be bound by the foregoing terms.

签字的时间、地点与见证人  
Signed, Sealed and Delivered in the presence of:

Lihua Xiao

Witness name LIHUA XIAO (肖莉华)

Address

Occupation: Accountant

[Signature]

Witness name

Address

Occupation [commission expires: 8/31/2020]  
Lin Wang Commissioner for taking affidavits in and for British Columbia

木風 Wood Wind Law Corporation  
300-1200 West 73rd Avenue  
Vancouver, BC V6P 6G5  
t 604.568.7070 f 604.266.8803

借方 / 借款人 签字

X [Signature]

EAGLE Q PARTNERS INC., by its authorized signatories: JIN, Jian, CHU, Zhihong and FERGUSON, Rosemary

X [Signature]  
JIAN JIN

X [Signature]  
ZHIHONG CHU

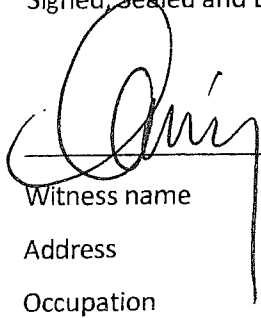
保方 / 担保人 签字

X

# LOAN AGREEMENT - 借款协议

U90340 H 18 - 21

签字的时间、地点与见证人  
Signed, Sealed and Delivered in the presence of:




\_\_\_\_\_  
Witness name

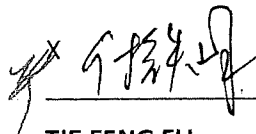
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Address

\_\_\_\_\_  
Occupation

Lin Wang (commission expires: 8/31/2018)  
Commissioner for taking affidavits  
in and for British Columbia

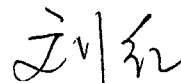
 Wood Wind Law Corporation  
300-1200 West 73rd Avenue  
Vancouver, BC V6P 6G5  
t 604.568.7070 f 604.266.8803

YU WEN NIAN



TIE FENG FU

贷方 / 出资人 签字

x 

MENG RUI LI by her attorney HONG LIU

# LOAN AGREEMENT - 借款协议

U90340 H 19 - 21

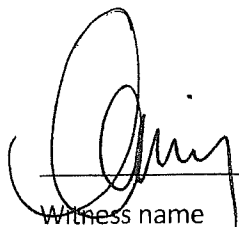
## 借条借据 SCHEDULE A PROMISSORY NOTE - 还款承诺 FOR VALUE RECEIVED: CAD \$6,000,000.00

1. 借方承诺归还本金利息: The undersigned, Eagle Q. Partners Inc., Jian Jin, and Zhihong Chu (together the "Borrower"), hereby jointly and severally, unconditionally promise to pay to or to the order of Hong Liu and Meng Rui Li, (the "Lender"), the principal amount of to **SIX MILLION Canadian Dollars (\$6,000,000.00)**, ONLY of lawful money of Canada, with an annum interest of 2.000%, due on March 22nd, 2020 and with an annum interest of 15.000% after March 22nd, 2020.
2. 借条执行无需另行通知: The undersigned waives presentment for payment, protest, notice of protest, notice of dishonour, notice of non-payment and all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.
3. 无默认放弃权利: No delay by the Lender in exercising any power or right hereunder shall operate as a waiver of power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatever or modification of the terms thereof shall be valid unless in writing signed by both Lender and then only to the extent therein set forth.
4. 适用BC省及联邦法律: This Promissory Note shall be governed by and construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
5. 借条的可继承性: This Promissory Note shall enure to the benefit of and be binding upon the parties' heirs, successors and assigns.

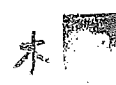
DATED at the 23rd day of **May**, 2019.

签字的时间、地点与见证人

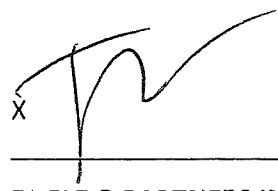
Signed, Sealed and Delivered in the presence of:

  
 \_\_\_\_\_  
 Witness name

Address *[commission expires 8/31/2020]*  
**Ida Wang** Commissioner for taking affidavits  
 in and for British Columbia

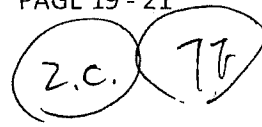
 **Wood Wind Law Corporation**  
 300-1200 West 73rd Avenue  
 Vancouver, BC V6P 6G5  
 778 7070 f 604.266.8803  
 WOOD WIND LAW OFFICE U90340 H

借方 / 借款人 签字

X   
 \_\_\_\_\_

**EAGLE Q PARTNERS INC.**, by its authorized signatories: **JIN, Jian, CHU, Zhihong and FERGUSON, Rosemary**

X



# LOAN AGREEMENT - 借款协议

U90340 H 20 - 21

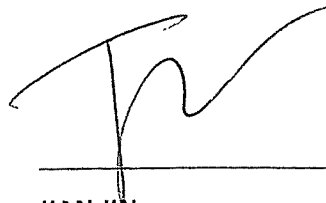


Witness name

Address

Occupation

**Matthew Y.W. Chan**  
Barrister & Solicitor  
Wood Wind Law Office  
#300-1200 West 73rd Avenue  
Vancouver, BC V6P 6G5  
t 604-568-7070 f 604-788-4777



JIAN JIN

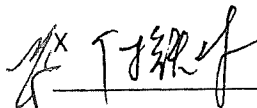
X 

ZHIHONG CHU

保方 / 担保人 签字

X

YU WEN NIAN



TIE FENG FU

**LOAN AGREEMENT - 借款协议**

U90340 H 21 - 21

**资产清单 SCHEDULE B****SCHEDULE "B"  
DISCLOSURE OF BORROWER'S ASSETS LIST**

List of personal collateral and business assets:

- 1) 1139 West 21st Street, North Vancouver, BC V7P2C7
- 2) #40 - 6511 Chambord Place, Vancouver BC V5S 4P2

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**违约记录 SCHEDULE C****SCHEDULE "C"  
DISCLOSURE OF BORROWER'S EXCEPTION & DEFAULT**

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**附属合约 SCHEDULE D****SCHEDULE "D"  
OTHER AGREEMENTS**

See attached documents.

This is Exhibit "G" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



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A Commissioner for taking  
Affidavits for British Columbia



# GENERAL SECURITY AGREEMENT

U90340 H 1 - 12

This agreement dated as of the 23th day of May, 2019.

BETWEEN

**HONG LIU, and**  
**MENG RUI LI (represented by HONG LIU)**  
 of 3456 W 39th Ave, Vancouver BC V6N 3A2

(referred to collectively herein as the "Secured Party")

AND:

**EAGLE Q PARTNERS INC.**  
 a registered BC company Incorp No.: BC0888575  
 having an office at Suite 306 - 788 Beatty Street, Vancouver BC V6B 2M1

**JIAN JIN**  
 of #306 - 788 Beatty Street, Vancouver BC V6B 2M1

**ZHIHONG CHU**  
 of #306 - 788 Beatty Street, Vancouver BC V6B 2M1

(referred to collectively herein as the "Debtor")

AND:

**YU WEN NIAN**  
 of 1139 West 21st Street, North Vancouver, BC V7P 2C7

**TIE FENG FU**  
 #40 - 6511 Chambord Place, Vancouver BC V5S 4P2

(referred to collectively herein as the "Covenantor")

## 1. Consideration

For valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the Debtor and Covenantor enters into this security agreement with the Secured Party.

## 2. Obligations

The Security Interest (as hereinafter defined) is granted to the Secured Party by the Debtor and Covenantor as continuing security for the payment of all present and future indebtedness and

# GENERAL SECURITY AGREEMENT

U90340 H 2 - 12

liabilities of the Debtor and Covenantor to the Secured Party, including interest thereon, and for the payment and performance of all other present and future obligations of the Debtor and Covenantor to the Secured Party, whether direct or indirect, contingent or absolute, matured or not, and whether the Debtor and Covenantor is bound alone or with another or others, including obligations under this agreement, the obligations of the Debtor and Covenantor under any guarantee given by the Debtor and Covenantor to the Secured Party in respect of the obligations of any other party, and any bill of exchange issued, accepted or endorsed by the Debtor and Covenantor of which the Secured Party is the holder (collectively, the "Obligations").

### 3. Creation of Security Interest

Subject to the descriptions and reservations contained in Schedule "A" hereof, the Debtor and Covenantor hereby grants, mortgages, charges, transfers, assigns and creates to and in favour of the Secured Party a "Security Interest" in the following :

THE DEBTOR'S AND THE COVENANTOR'S  
ALL PRESENT AND AFTER-ACQUIRED REAL AND PERSONAL PROPERTY, INCLUDING INVENTORY, EQUIPMENT, ACCOUNTS, INTANGIBLES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, SECURITIES, DOCUMENTS, UNDERTAKING AND PROCEEDS.  
(collectively, the "Collateral")

The terms used shall have the meanings specified in the *Personal Property Security Act (British Columbia)*.

### 4. Dealings with Collateral

Until the occurrence of an Event of Default (hereinafter defined), the Debtor and Covenantor may sell or lease the Inventory and collect the Accounts in the ordinary course of its business; except that all Accounts so collected shall be deposited into an account in British Columbia maintained by the Debtor and Covenantor with a deposit-taking institution approved by the Secured Party and shall be held by the Debtor and Covenantor as agent and in trust for the Secured Party and paid to the Secured Party immediately upon request.

### 5. Notification to Account Debtor and Covenantor Before Demand

The Secured Party may, before as well as after the occurrence of an Event of Default (as hereinafter defined),

- a) NOTIFY DEBTOR AND COVENANTOR: to notify any person obligated to the Debtor and Covenantor in respect of an Account, Intangible, Chattel Paper or Instrument to make

## GENERAL SECURITY AGREEMENT

U90340 H 3 - 12

- payment to the Secured Party of all such present and future amounts due or to become due under any Account, Intangible, Chattel Paper or Instrument,
- b) CONTROL OF PROCEEDS: to take control of the Proceeds, and
  - c) APPLY MONEY: to apply any money taken as Collateral to the satisfaction of the Obligations.

To the extent that the creation of the Security Interest over any particular item would constitute a breach or default under, or permit the forfeiture of, any agreement, right, license or permit creating or defining that item or the interest of the Debtor and Covenantor therein, the Security Interest shall not attach thereto until all acts and things have been done and all consents and approvals have been obtained to permit the creation of the Security Interest over that item, but the Debtor and Covenantor shall hold its interest therein in trust for the Secured Party, and shall assign such agreement, right, license or permit to the Secured Party forthwith upon obtaining the consent of the other party thereto.

### 6. Covenants of Debtor and Covenantor

The Debtor and Covenantor covenants and agrees:

- a) DISPOSITION OF COLLATERAL: not to sell, exchange, transfer, assign, lease or otherwise dispose of or deal in any way with the Collateral or any interest therein, or enter into any agreement or undertaking to do so except as may be permitted in this Agreement,
- b) INSURANCE: to obtain from insurers acceptable to the Secured Party and maintain
  - i. public liability insurance;
  - ii. all risks property insurance on a replacement cost basis;
  - iii. business interruption insurance;
  - iv. motor vehicle insurance, and
  - v. other insurance as the Secured Party may reasonably require from time to time.
 all of which policies of insurance shall be in such amounts as may be reasonably required by the Secured Party and shall include where possible a standard mortgage clause approved by the Insurance Bureau of Canada, and the Debtor and Covenantor agrees to cause the interest of the Secured Party to be noted as a loss payee as its interest may appear on such policies of insurance (except public liability insurance), and to furnish the Secured Party with certificates of insurance and certified copies of such policies;
- c) TAXES AND CHARGES: to promptly pay all taxes, assessments, rates, levies, payroll deductions, workers' compensation assessments, and any other charges which could result in the creation of a statutory lien or deemed trust in respect of the Collateral;

## GENERAL SECURITY AGREEMENT

U90340 H 4 - 12

- d) **FURTHER ASSURANCES**: to do, make, execute and deliver such further and other assignments, transfers, deeds, security agreements and other documents as may be required by the Secured Party to establish in favour of the Secured Party the Security Interest intended to be created hereby and to accomplish the intention of this Agreement; and
- e) **PAYMENT OF EXPENSES**: to pay all expenses, including solicitors' fees and disbursements (on a solicitor and own client basis) and Receivers' fees and disbursements, incurred by the Secured Party or its agents (including any Receiver, as hereinafter defined) in connection with the preparation, perfection, preservation, and enforcement of this Agreement, including all expenses incurred by the Secured Party or such agents in dealing with other creditors of the Debtor and Covenantor in connection with the establishment and confirmation of the priority of the Security Interest, all of which expenses shall be payable forthwith upon demand and shall form part of the Obligations.

### 7. **Events of Default**

The following shall be events of default (the "Events of Default") under this Agreement:

- a) the Debtor and Covenantor fails to satisfy or perform any of the Obligations when due;
- b) any representation or warranty made by or on behalf of the Debtor and Covenantor to the Secured Party is or becomes incorrect or untrue, or the Debtor and Covenantor breaches or fails to comply with any term of this Agreement or any other agreement or undertaking now or hereafter given by the Debtor and Covenantor to the Secured Party;
- c) the Debtor and Covenantor becomes insolvent or bankrupt or makes a proposal under the Bankruptcy and Insolvency Act (Canada) or similar legislation in any jurisdiction, a petition in bankruptcy is filed against the Debtor and Covenantor, the Debtor and Covenantor makes an assignment for the benefit of creditors, a trustee or Receiver is appointed in respect of the Debtor and Covenantor or any of its assets, proceedings under the Companies' Creditors Arrangement Act (Canada) are commenced with respect to the Debtor and Covenantor, or steps are taken by or against the Debtor and Covenantor for any other formal or informal type of proceeding for the settlement of claims against the Debtor and Covenantor, or for the dissolution, liquidation, or winding-up of the affairs of the Debtor and Covenantor;

## GENERAL SECURITY AGREEMENT

U90340 H 5 - 12

- d) the Debtor and Covenantor ceases or threatens to cease to carry on its business or any material part thereof as presently carried on, or makes or agrees to make a bulk sale of its assets;
- e) an execution or any similar process of any court becomes enforceable against the Debtor and Covenantor, or a distress or any similar process is levied upon any property of the Debtor and Covenantor;
- f) any encumbrance affecting the Collateral becomes enforceable; and
- g) the Secured Party in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of the Obligations is or is about to be impaired or that the Collateral is in jeopardy or is about to be placed in jeopardy.

### 8. Enforcement and Remedies

Upon the occurrence of one or more Events of Default, the Debtor and Covenantor shall be in default under this Agreement, the Obligations shall, at the option of the Secured Party, be immediately due and payable, the Security Interest shall become enforceable and the floating charge hereof shall crystallize at the option of the Secured Party. Upon the Security Interest becoming enforceable, the Secured Party shall have the following remedies in addition to any other remedies available at law or equity or contained in any other agreement between the Debtor and Covenantor and the Secured Party, all of which remedies shall be independent and cumulative:

- a) entry of any premises where Collateral may be located;
- b) possession of Collateral by any method permitted by law;
- c) the sale or lease of Collateral;
- d) the collection of any rents, income, and profits received in connection with the business of the Debtor and Covenantor or the Collateral;
- e) the collection, realization, sale or other dealing with any Accounts of the Debtor and Covenantor;
- f) the appointment by instrument in writing of a receiver, or a receiver-manager (each of which is herein called a "Receiver") of the Collateral;
- g) the exercise by the Secured Party of any of the powers set out in o12, without the appointment of a Receiver;
- h) proceedings in any court of competent jurisdiction for the appointment of a Receiver or for the sale of the Collateral; and
- i) the filing of proofs of claim and other documents in order to have the claims of the Secured Party lodged in any bankruptcy, winding-up, or other judicial proceeding

# GENERAL SECURITY AGREEMENT

U90340 H 6 - 12

relating to the Debtor and Covenantor.

## 9. Powers of the Receiver

Any Receiver appointed by the Secured Party may be any person licensed as a trustee under the Bankruptcy and Insolvency Act (Canada), and the Secured Party may remove any Receiver so appointed and appoint another or others instead. Any Receiver appointed shall act as agent for the Secured Party for the purposes of taking possession of the Collateral, and (except as provided below) as agent for the Debtor and Covenantor for all other purposes, including the occupation of any premises of the Debtor and Covenantor and in carrying on the Debtor and Covenantor's business. For the purposes of realizing upon the Security Interest, the Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor and Covenantor or as agent for the Secured Party as it may determine in its discretion. The Debtor and Covenantor agrees to ratify and confirm all actions of the Receiver acting as agent for the Debtor and Covenantor, and to release and indemnify the Receiver in respect of all such actions. Any Receiver so appointed shall have the power:

- a) to enter upon, use, and occupy all premises owned or occupied by the Debtor and Covenantor, to take possession of the Collateral;
- b) to take possession of the Collateral,
- c) to carry on the business of the Debtor and Covenantor,
- d) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtor and Covenantor, and in the discretion of such Receiver, to charge and grant further security interests in the Collateral in priority to the Security Interest, as security for the money so borrowed,
- e) to sell, lease, or otherwise dispose of the Collateral in whole or in part and for cash or credit, or part cash or part credit on such terms and conditions and in such manner as the Receiver shall determine in its discretion,
- f) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the Accounts or any other obligation of any third party to the Debtor and Covenantor, and
- g) to exercise any rights or remedies which could have been exercised by the Secured Party against the Debtor and Covenantor or the Collateral.

## 10. Failure to Exercise Remedies

# GENERAL SECURITY AGREEMENT

U90340 H 7 - 12

The Secured Party shall not be liable for any delay or failure to enforce any remedies available to it or to institute any proceedings for such purposes. The Secured Party may waive any Event of Default, provided that no such waiver shall be binding upon the Secured Party unless in writing nor shall it affect the rights of the Secured Party in connection with any other or subsequent Event of Default.

## 11. Application of Payments

All payments made in respect of the Obligations and all monies received by the Secured Party or any Receiver appointed by the Secured Party in respect of the enforcement of the Security Interest (including the receipt of any Money) may be held as security for the Obligations or applied in such manner as may be determined in the discretion of the Secured Party and the Secured Party may at any time apply or change any such appropriation of such payments or monies to such part or parts of the Obligations as the Secured Party may determine in its discretion. The Debtor and Covenanter shall remain liable to the Secured Party for any deficiency and any surplus funds realized after the satisfaction of all Obligations shall be paid in accordance with applicable law.

## 12. Dealings by Secured Party

The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, and otherwise deal with the Collateral, the Debtor and Covenanter, Debtor and Covenantor of the Debtor and Covenanter, sureties of the Debtor and Covenanter, and others as the Secured Party may see fit, without prejudice to the Obligations and the rights of the Secured Party to hold and realize upon the Security Interest. The Secured Party has no obligation to keep Collateral identifiable, or to preserve rights against other persons in respect of any Collateral.

## 13. General

- i. **JOINT AND SEVERAL LIABILITY:** If this Agreement has been executed by more than one Debtor and Covenanter, the obligations of the Debtor and Covenantor shall be joint and several.
- ii. **SUCCESSORS AND ASSIGNS:** This Agreement and the Obligations may be assigned in whole or in part by the Secured Party to any person, firm or corporation without notice to or the consent of the Debtor and Covenantor. This agreement may not be assigned by the Debtor and Covenantor without the prior written consent of the Secured Party. This agreement is binding upon the parties hereto, and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns; "successors" includes any corporation resulting from the amalgamation of any corporation with another corporation.

# GENERAL SECURITY AGREEMENT

U90340 H 8 - 12

iii. **GOVERNING LAW AND ATTORNMENT:** This Agreement shall be interpreted in accordance with the laws of British Columbia, and, without prejudice to the ability of the Secured Party to enforce this Agreement in any other proper jurisdiction, the Debtor and Covenanter hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia.

The parties sign in evidence of their intent to be bound by the foregoing terms.

签字的时间、地点与见证人  
Signed, Sealed and Delivered in the presence of:

Lihua xiao

Witness name LIHUA XIAO (肖莉华)

Address

Occupation: Accountant

Witness name

Address

Occupation

Lin Wang <sup>Commission expires: 8/4/2011</sup>  
Commissioner for taking affidavits  
in and for British Columbia  
木 國 Wood Wind Law Corporation  
300-1200 West 73rd Avenue  
Vancouver, BC V6P 6G5  
t 604.568.7070 f 604.266.8803

签字的时间、地点与见证人

借方 / 借款人 签字

X [Signature]

EAGLE Q PARTNERS INC., by its authorized signatories: JIN, Jian, CHU, Zhihong or FERGUSON, Rosemary

X [Signature]

JIAN JIN

X Chu zhi

ZHIHONG CHU

保方 / 担保人 签字

X \_\_\_\_\_

YU WEN NIAN

X [Signature]

TIE FENG FU

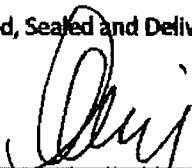
贷方 / 出资人 签字



# GENERAL SECURITY AGREEMENT

U90340 H 9 - 12


Signed, Sealed and Delivered in the presence of:



Witness name

Address

Occupation



HONG LIU (刘红)

Commission for the Status of Women  
 in and for British Columbia  
 2/31/2020  
**Lin Wang**  
 Wood Wind Law Corporation  
 300-1200 West 73rd Avenue  
 Vancouver, BC V6P 6G5  
 t 604.568.7073 f 604.266.8803

# GENERAL SECURITY AGREEMENT

U90340 H 10 - 12

## SCHEDULE A 资产清单

The Debtor and Covenantor hereby grants, mortgages, charges, transfers, assigns and creates to and in favour of the Secured Party a security interest in all present and after-acquired real and personal property of the Debtor and Covenantor as the following:

1. **EQUIPMENT:** all present and after-acquired equipment of the Debtor and Covenantor, including all machinery, fixtures, plant, tools, furniture, vehicles of any kind or description, all spare parts, accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating thereto (the "Equipment");
  
2. **INVENTORY:** all present and after-acquired inventory of the Debtor and Covenantor, including all raw materials, materials used or consumed in the business or profession of the Debtor and Covenantor, work-in-progress, finished goods, goods used for packing, materials used in the business of the Debtor and Covenantor not intended for sale, and goods acquired or held for sale or lease, or that have been leased by the Debtor and Covenantor as lessor or furnished or to be furnished under contracts of rental or service (the "Inventory");
  
3. **ACCOUNTS:** all present and after-acquired debts, demands and amounts due or accruing due to the Debtor and Covenantor whether or not earned by performance, including its book debts, accounts receivable, and claims under policies of insurance; and all contracts, security interests and other rights and benefits in respect thereof (the "Accounts");
  
4. **INTANGIBLES:** all present and after-acquired intangibles of the Debtor and Covenantor, including all contract rights, goodwill, patents, trademarks, copyrights and other intellectual property, licences (as defined in the Act), and all other choses in action of the Debtor and Covenantor of every kind, whether due at the present time or hereafter to become due or owing (the "Intangibles");
  
5. **DOCUMENTS OF TITLE:** all present and after-acquired documents of title of the Debtor and Covenantor, whether negotiable or otherwise including all warehouse receipts and bills of lading (the "Documents of Title");
  
6. **CHATTEL PAPER:** all present and after-acquired writings in favour of the Debtor and Covenantor as secured party which evidence both a monetary obligation and a security interest in, or a lease of, specific goods or specific goods and accessions (the "Chattel Paper"); .

## GENERAL SECURITY AGREEMENT

U90340 H 11 - 12

7. INSTRUMENTS: all present and after-acquired bills, notes and cheques (as such are defined pursuant to the Bills of Exchange Act (Canada)), all other writings that evidence a right to payment of money and are of a type that in the ordinary course of business are transferred by delivery without any necessary endorsement or assignment and all letters of credit or advices of credit which state thereon that the letter of credit or advice of credit must be surrendered on claiming payment thereunder (the "Instruments");
8. MONEY: all present and after-acquired money whether authorized as a medium of exchange by the Parliament of Canada or authorized or adopted by any foreign government as part of its currency (the "Money");
9. SECURITIES: all present and after-acquired securities held by the Debtor and Covenanter, including shares, options, rights, warrants, joint venture interests, interests in limited partnerships, bonds, debentures and all other documents that are recognized in the jurisdiction in which issued or dealt with as evidencing a share, participation or other interest in property or in an enterprise or that evidence of an obligation of the issuer (the "Securities");
10. DOCUMENTS: all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating to Collateral (the "Documents");
11. UNDERTAKING: as and by way of a floating charge all present and after-acquired real and personal property, business, and undertaking of the Debtor and Covenanter not being Inventory, Equipment, Accounts, Intangibles, Documents of Title, Chattel Paper, Instruments, Money, Securities or Documents (the "Undertaking"); and
12. PROCEEDS: all personal property, fixtures and crops in any form derived directly or indirectly from any dealing with Collateral (as hereinafter defined) or proceeds therefrom, including rights to insurance payments and any other payments representing indemnity or compensation for loss of or damage to Collateral or proceeds therefrom (the "Proceeds").

### DISCLOSURE OF DEBTOR'S PROPERTIES

LIST OF ITEMS:

# GENERAL SECURITY AGREEMENT

U90340 H 12 - 12

## DISCLOSURE OF DEBTOR'S EXCEPTIONS

EXCLUDED ITEMS:

This is Exhibit "H" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



---

A Commissioner for taking  
Affidavits for British Columbia

# LOAN AGREEMENT - 借款协议

U90339 LH 1 - 13

This agreement dated as of the 30th day of April, 2019.

**HONG LIU**  
of 3456 W 39th Ave, Vancouver BC V6N 3A2

(referred to collectively herein as the "Lender")

AND:

**EAGLE Q PARTNERS INC.**  
a registered BC company Incorp No.: BC0888575  
having an office at Suite 306 - 788 Beatty Street, Vancouver BC V6B 2M1

**JIAN JIN**  
of #306 - 788 Beatty Street, Vancouver BC V6B 2M1

**ZHIHONG CHU**  
of #306 - 788 Beatty Street, Vancouver BC V6B 2M1  
(referred to collectively herein as the "Borrower")

## BACKGROUND 背景介绍

- A. EAGLE Q PARTNERS INC. is the registered owner of Carawyn Academy. EAGLE Q PARTNERS INC. needs to funds for purpose the registration deposit of Carawyn Academy.; and
- B. The Lender has agreed to lend to the Borrower, and the Borrower has agreed to borrow from the Lender, up to **ONE MILLION** Canadian Dollars (**\$1,000,000.00**) pursuant to the terms herein.(the "Loan")
- C. The Lender requests the Borrower and the Borrower agrees to open a business account at Scotiabank Kerrisdale Branch (the "Business Account"), located at 2207 West 41<sup>st</sup> Avenue, Vancouver, BC V6M2A3, with Senior Financial Advisor, Qianwen Qiu ("QIU"),. QIU and/or she designated co-workers will be the only persons responsible for managing this Business Account. The Lender will deposit her investment of \$1,000,000 into the Business Account. **QIU and/or she designated co-workers will report any activities of this Business Account to Scotiabank Kerrisdale branch and to both parties. The Loan shall be stay in the Business Account and shall not to be withdrawn without the Lender's written consent.** The Business Account has been opened with the following details:

Account Name: **CARAWYN EDUCATION INC.**  
Account Number: 0000 0008 0385 392  
Branch No.: 30510

U90339 LH 1 - 13 WOOD WIND LAW OFFICE

# LOAN AGREEMENT - 借款协议

U90339 LH 2 - 13

Branch Name: Kerrisdale, Vancouver  
Opened Date: 2019-04-29

## TERMS OF AGREEMENT 协议条款

In consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the parties agree as follows:

## LOAN SUMMARY 贷款小结

LENDER(S) 贷方 / 出资人	LIU, Hong (刘红)
BORROWER(S) 借方 / 借款人	EAGLE Q PARTNERS INC. JIN, Jian CHU, Zhihong
GURANTOR(S) 保方 ( 担保人 / 连 带责任人 )	N/A 无
PRE-CONDITION 前提条件	常规条件 : See this Agreement (the "Conditions Precedent")
PRINCIPAL AMOUNT 借款总额	\$1,000,000.00 Canadian Dollars (the "Principal Amount") 一百万加元
TERM & INTEREST 期限利息	起始日: 2019-05-01 (the "Starting Date") 到期日: 2019-10-31 (the "Due Date") 期限 : 六个月 (the "Loan Term") 贷款基准利息: 2019-05-01 to 2019-10-31 年利息10.000% (the "Interest Rate"): 愈期未还利息: 到期日后, 尚未偿还部分 年利息15.000% (the "Post Maturity Interest Rate"):  六个月的利息合计为\$50,411加元

# LOAN AGREEMENT - 借款协议

U90339 LH 3 - 13

LOAN PURPOSE 借款用途	ONLY for registration deposit of Carawyn Academy (the "Loan Purpose") 用于且仅用于Carawyn Academy的政府登记注册抵押保证金。
REPAYMENT 还款方法	Six(6) Post-dated Cheques for the Interest as the following: \$8,400.00 dated 2019-05-05; \$8,400.00 dated 2019-06-05; \$8,400.00 dated 2019-07-05; \$8,400.00 dated 2019-08-05; \$8,400.00 dated 2019-09-05; \$8,411.00 dated 2019-10-05; and  One (1) Post-dated Cheque for the Principal as the following: <b>\$1,000,000.00</b> dated 2019-10-31 from the Business Account
OTHER FEES 其它费用	Broker Fee 经纪费用 : N/A 无 Legal Fee 律师费用 : Usually the borrower pays the lender's legal fee, subject to the lender's consent to compensate partial or entire fees to the borrower.
SECURITY 贷款抵押	N/A 无
PREPAYMENT 提前还款	借方可以提前还款，如果在任何一个月内还款，借方视作在当月的月底还款，按足月偿付当月利息。The Borrower shall have the option at any time to repay, ONLY in whole, the outstanding balance of the Principal Amount, with notice and without bonus or penalty. The interest will be calculated as if the principal amount is paid off at the end of that month.

For the purpose of allowing both parties to better understand the terms and conditions of this Agreement, this Agreement includes Chinese translation for assistance of interpretation purpose. 以英文法律释义为主，中文翻译释义为辅；中文的简要概括式意译旨在协助理解之目的。

## 1. DEFINITIONS 名词定义

In this Agreement, the following terms will have the following meanings and any other terms defined elsewhere in this Agreement will have the meanings given to them in this Agreement:



# LOAN AGREEMENT - 借款协议

U90339 LH 4 - 13

- (a) "Business Day" means any day, other than Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (b) "Obligations" means the aggregate Principal Amount and Interest outstanding at any time; and
- (c) "Principal Amount" means, at any particular time, the amount of principal advanced by the Lender to the Borrower hereunder that has not been repaid.

## 2. LOAN AND PURPOSE 贷款及其用途

The Lender hereby agrees to lend to the Borrower up to the Principal Amount, subject to the terms and conditions of this Agreement. The Loan is to be used by the Borrower ONLY for the above specified Loan Purpose. 贷款专款专用。

## 3. ADVANCES 贷款放款

Subject to the satisfaction of the Conditions Precedent to advances of the Loan set out in the Loan Summary of this Agreement, the Lender will advance the Loan to the Borrower on the Starting Date. 贷方不晚于贷款起始日放款。

## 4. TERM AND REPAYMENT 贷款期限

The term of the Loan shall be the period (the "Term") commencing on the Starting Date and ending on the Due Date. The Borrower shall repay all Obligations to the Lender in full on the Due Date. The parties may, by agreement, extend the Term based on mutually acceptable terms and conditions. 贷款期限开始于起始日，终结于到期日。

## 5. INTEREST 利息计算

Before maturity, default or judgment, interest shall accrue on the Principal Amount from the date of advance until the Lender has been repaid the Principal Amount in full based at the Interest Rate per annum, calculated monthly, not in advance (the "Interest Rate").

Unless specified otherwise, payments will be applied first to interest and then to principal. The Borrower shall pay the Lender accrued Interest in arrears on a monthly basis on the first (1st) day of each calendar month during the Term, based on the Interest Rate.

# LOAN AGREEMENT - 借款协议

U90339 LH 5 - 13

Upon and after maturity, default or judgment, the Obligations (including any accrued but unpaid Interest) shall bear interest at the **Post Maturity Interest Rate** per annum, calculated monthly, not in advance.

到期日之前，按贷款基准利率计算。到期日之后，按愈期未还利息计算利息。

## 6. SECURITY 贷款抵押

The Lender agrees with the Borrower NOT to grant any security for protection of the Loan. 此贷款无抵押（借方的动产或不动产）保护。

## 7. PREPAYMENT 提前还款

The Borrower acknowledges that the Loan is a closed loan. ONLY with the consent from the Lender, the Borrower shall have the option at any time and from time to time to repay, in whole or in part, the outstanding balance of the Principal Amount, with notice and with or without bonus or penalty. 提前还款需要征得贷方同意，可能会产生或不产生利息罚金。

## 8. OTHER FEES 其它费用

The Borrower acknowledges that he may need to pay loan administrative costs, broker fee or legal fee as applicable in the Loan Summary. 借方需要支付的第三方费用。

## 9. EVIDENCE OF INDEBTEDNESS 会计明细

The Lender will maintain on its books records evidencing the outstanding Obligations. The Lender will maintain a record of the amount of the balance, each Advance, Interest accrued and each payment of Interest or principal on account of the Loan. The Lender's records constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrower to the Lender under this Agreement. 借方保留借贷款明细记录。

## 10. RECEIPT OF PAYMENTS 还款支付

All payments made by the Borrower to the Lender hereunder will be made to the Lender, or anyone of the lender's direction, at the Lender's address first given above or such place as the Lender may advise the Borrower from time to time in writing. 借方按贷方指定方式和地址进行还款支付。

# LOAN AGREEMENT - 借款协议

U90339 LH 6 - 13

All payments required to be made under this Agreement that are received by the Lender after 2:00 p.m. on any particular day will be deemed for all purposes of this Agreement to have been received by the Lender on the next Business Day. 当日超过下午2点的还款支付算作第二个工作日的支付。

## 11. CONDITIONS PRECEDENT TO ADVANCE 放款的前提条件

The obligation of the Lender to make any Advance of the Loan or any part thereof to the Borrower is subject to the fulfilment of the following conditions precedent, it being understood that these Conditions Precedent are for the exclusive benefit of the Lender and may be waived in writing in whole or in part by the Lender at any time. For greater certainty, the Lender shall have no obligation to make the Advance unless and until the Lender is satisfied that each of the following Conditions Precedent has been satisfied or waived in writing by the Lender:

- (a) the Borrower will have executed and delivered this Agreement to the Lender; 借款协议的签署与送达。
- (b) the Borrower will have executed and delivered to the Lender a promissory note in the form attached hereto as Schedule A specific to that Advance (the "**Promissory Note**"); 借条-还款承诺的签署与送达。
- (c) the Borrower will execute and deliver all requested post-dated cheques as repayments of interest and principal to the Lender or the Lender's lawyer. 还款方式中规定的后期支付支票的签署与送达。
- (d) the Lender being satisfied that the Borrower is in full compliance with all terms and conditions of this Agreement and the Promissory Note; 借方无违规。
- (e) such other conditions as set out in the Letter of Intent, Commitment Letter or the above Loan Summary; 借方无违反其它相关协议。

## 12. REPRESENTATIONS AND WARRANTIES 承诺与保证

The Borrower represents and warrants to the Lender as follows, which representations and warranties shall survive the execution and delivery of this Agreement and all instruments and agreements delivered pursuant thereto, and the advance of the Loan:

# LOAN AGREEMENT - 借款协议

U90339 LH 7 - 13

- (a) the Borrower has full power, authority, capacity and legal right to enter into and to perform this Agreement and all instruments and agreements delivered pursuant hereto. 借方承诺借方有能力与资格签署本协议。

### 13. DEFAULT 违规情况

The Borrower shall be deemed to have defaulted under this Agreement if:

- (a) the Borrower breaks any of the Borrower's promises and agreements under this Agreement or fails to make timely payment of an amount required to be paid hereunder;
- (b) the Borrower breaks any promise or agreement which the Borrower has made to the Lender in any other agreement the Borrower has made with the Lender even though the Borrower may not have broken any of the Borrower's promises and agreements;
- (c) the Borrower suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings;

拖欠还款、违反协议、出现破产迹象均属于违规。

### 14. CONSEQUENCES OF DEFAULT 针对违规的贷方应对措施

- (a) If a default occurs, all Obligations and other monies owing to the Lender will, if the Lender chooses, at once become immediately due and payable. 要求借方立即归还全部债务：本金加利息。
- (b) If a default occurs the Lender may, in any order that the Lender chooses, do any one or more of the following:
  - i. demand immediate payment of all Obligations; 要求偿还所有债务。
  - ii. sue the Borrower for the amount of money due; 起诉借方拖欠债务。
  - iii. take proceedings and any other legal steps to compel the Borrower to keep the Borrower's promises and agreements; 采取其它法律措施。

# LOAN AGREEMENT - 借款协议

U90339 LH 8 - 13

- (c) Nothing in subsection (b) affects the jurisdiction of the court.
- (d) The Borrower will pay to the Lender on demand all expenses and costs incurred by the Lender in enforcing this Agreement. These expenses and costs include the Lender's cost of taking and keeping possession of the Borrower's properties, the cost of the time and services of the Lender or the Lender's employees for so doing, the Lender's legal fees and disbursements on a solicitor and client basis, unless the court allows legal fees and disbursements be paid on a different basis, and all other costs and expenses incurred by the Lender to protect the Lender's interest under this Agreement. These expenses and costs will be added to the Principal Amount, be payable on demand and bear Interest until they are fully paid. 借方应该补偿贷方追偿债务所产生的所有第三方的成本花费。
- (e) If the Lender obtains judgment against the Borrower as a result of a default, the remedies described in subsection (2) may continue to be used by the Lender to compel the Borrower to perform the Borrower's promises and agreements. The Lender will continue to be entitled to receive interest on the owing money until the judgment is paid in full. 借方需要持续支付所欠债务的利息，直至债务全部偿清。
- (f) If the Lender does not exercise any of the Lender's rights on the happening of a default or does not ask the Borrower to cure it, the Lender is not prevented from later compelling the Borrower to cure that default or exercising any of those rights in connection with that default or any later default of the same or any other kind. 贷方可以选择在借方违规后的任何时点采取应对措施。

## 15. NOTICE 通知送达

All notices required or permitted to be given under this Agreement will be in writing and personally delivered to the address of the intended recipient set forth on the first page of this Agreement or at such other address as may from time to time be notified by any of the parties in the manner provided in this Agreement.

## 16. ENTIRE AGREEMENT 协议的完整性

This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral

# LOAN AGREEMENT - 借款协议

U90339 LH 9 - 13

agreements other than as expressly set forth or referred to in this Agreement.

## 17. ASSIGNMENT 协议不可转让

This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may not be unreasonably withheld.

## 18. TIME OF THE ESSENCE 时间很关键

Time will be the essence of this Agreement.

## 19. APPLICABLE LAW 适用BC省法律

This Agreement will be governed by and interpreted in accordance with the laws of British Columbia.

## 20. SUCCESSORS AND ASSIGNS 协议可继承

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

## 21. HEADINGS 标题帮助理解

The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.

## 22. JOINT AND SEVERAL LIABILITY 全体追偿与个体追偿

The Borrower agrees to be jointly and severally liable for all of the obligations of the Borrower hereunder. 贷方可以选择借方的全体或借方中的任何一方追偿全部债务。

## 23. INDEPENDENT LEGAL ADVICE 借方保留寻求独立法律意见的权利

THE BORROWER ACKNOWLEDGES THAT THE BORROWER:

- A. has been made aware that for the purposes of this agreement and the arrangement, WOOD WIND LAW OFFICE is acting for the lender only and not for the borrower and, as such, the borrower is aware of their right to independent legal advice with respect to this agreement and

# LOAN AGREEMENT - 借款协议

U90339 LH 10 - 13

the transactions contemplated herein; 木风律师事务所代表且仅代表贷方。

- B. has been recommended by the lender's lawyer to obtain independent legal advice with respect to this agreement and the transactions contemplated herein; and 木风律师事务所建议借方寻求独立法律意见。
- C. has read and understood the contents of this agreement and hereby signs this agreement freely and voluntarily. 借方已经阅读并理解本协议的内容。协议签署在借方完全清醒、慎重与自愿的条件下完成的。

The parties sign in evidence of their intent to be bound by the foregoing terms.

### 签字的时间、地点与见证人

Signed, Sealed and Delivered in the presence of:

Lihua Xiao

Witness name LIHUA XIAO (肖莉华)

Address

Occupation: Accountant

[Signature]

Witness name

Address

Occupation

Matthew Y.W. Chan  
 Barrister & Solicitor  
 Wood Wind Law Office  
 #300-1200 West 73rd Avenue  
 Vancouver, BC V6P 6G5  
 t 604-568-7070 f 604-288-4777

*As to signatures  
 of Jian JIN  
 + Zhihong CHU  
 only  
 APR 30 2019*

*with witnesses &  
 personal A*

### 签字的时间、地点与见证人

Signed, Sealed and Delivered in the presence of:

### 借方 / 借款人 / 担保人签字

JIN, Jian: [Signature]

X CHU, Zhihong: [Signature]

EAGLE Q PARTNERS INC., by its authorized signatories: JIN, Jian, CHU, Zhihong and FERGUSON, Rosemary

X [Signature]

JIAN JIN

X [Signature]

ZHIHONG CHU

### 贷方 / 出资人签字

# LOAN AGREEMENT - 借款协议

U90339 LH 11 - 13

Lihua Xiao


Witness name LIHUA XIAO (肖莉华)

Address

Occupation: Accountant

x 刘红

HONG LIU (刘红)

  
APR 30 2019

Witness name

Address

Occupation

**Matthew Y.W. Chan**  
Barrister & Solicitor  
Wood Wind Law Office  
#300-1200 West 73rd Avenue  
Vancouver, BC V6P 6G5  
t 604-568-7070 f 604-288-4777



# PROMISSORY NOTE - 借条-还款承诺

U90339 LH 12 - 13

FOR VALUE RECEIVED: CAD \$1,000,000.00

1. **借方承诺归还本金利息** : The undersigned, **EAGLE Q PARTNERS INC., JIAN JIN, ZHIHONG CHU** (together the "Borrower"), hereby jointly and severally, unconditionally promise to pay to or to the order of **HONG LIU**, (the "Lender"), the principal amount of **ONE MILLION** Canadian Dollars (**\$1,000,000.00**), with an annum interest of 10%, due on October 31st, 2019 and with an annum interest of 15% after October 31st, 2019.
  
2. **借条执行无需另行通知** : The undersigned waives presentment for payment, protest, notice of protest, notice of dishonour, notice of non-payment and all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.
  
3. **无默认弃权** : No delay by the Lender in exercising any power or right hereunder will operate as a waiver of power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatever or modification of the terms thereof will be valid unless in writing signed by both Lender and then only to the extent therein set forth.
  
4. **司法管辖权** : This Promissory Note shall be governed by and construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
  
5. **借条的可继承性** : This Promissory Note shall enure to the benefit of and be binding upon the parties' heirs, successors and assigns.

DATED at the 30th day of **April**, 2019.

签字的时间、地点与见证人

Signed, Sealed and Delivered in the presence of:



借方 / 借款人 / 担保人签字

X

# PROMISSORY NOTE - 借条-还款承诺

U90339 LH 13 - 13

Lihua Xiao

Witness name LIHUA XIAO (肖莉华)

Address

Occupation: Accountant

*As to Jian Jin  
& Zhihong CHU  
only (corp.  
and personal)*  
*APR 30 2019*

Witness name

Address **Matthew Y.W. Chan**  
Barrister & Solicitor  
Occupation **Wood Wind Law Office**  
#300-1200 West 73rd Avenue  
Vancouver, BC V6P 6G5  
t: 604-568-7070 f: 604-288-4777

JIN, Jian: *JJ*

CHU, Zhihong: *Chm ZH*

EAGLE Q PARTNERS INC., by its authorized signatories: JIN, Jian, CHU, Zhihong and FERGUSON, Rosemary

X *JJ*

JIAN JIN

X *Chm ZH*

ZHIHONG CHU

This is Exhibit "I" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



---

A Commissioner for taking Affidavits for British Columbia



BC Company Summary

For 0946664 B.C. LTD.

Date and Time of Search: February 10, 2020 11:57 AM Pacific Time
Currency Date: December 18, 2019

ACTIVE

Incorporation Number: BC0946664
Name of Company: 0946664 B.C. LTD.
Recognition Date and Time: Incorporated on July 27, 2012 02:32 PM Pacific Time In Liquidation: No
Last Annual Report Filed: July 27, 2019 Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address: 900-900 WEST HASTINGS STREET VANCOUVER BC V6C 1E5 CANADA
Delivery Address: 900-900 WEST HASTINGS STREET VANCOUVER BC V6C 1E5 CANADA

RECORDS OFFICE INFORMATION

Mailing Address: 900-900 WEST HASTINGS STREET VANCOUVER BC V6C 1E5 CANADA
Delivery Address: 900-900 WEST HASTINGS STREET VANCOUVER BC V6C 1E5 CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name: Chu, Zhi Hong

Mailing Address: 40 - 6511 CHAMBORD PL. VANCOUVER BC V5S 4P2 CANADA
Delivery Address: 40 - 6511 CHAMBORD PL. VANCOUVER BC V5S 4P2 CANADA

Last Name, First Name, Middle Name: Jin, Jian

Mailing Address: 167 WEST 2ND STREET NORTH VANCOUVER BC V7M 1C5 CANADA
Delivery Address: 167 WEST 2ND STREET NORTH VANCOUVER BC V7M 1C5 CANADA

**Last Name, First Name, Middle Name:**

Yu, Lei

**Mailing Address:**

5120 MAPLE ROAD  
RICHMOND BC V7E 1G3  
CANADA

**Delivery Address:**

5120 MAPLE ROAD  
RICHMOND BC V7E 1G3  
CANADA

**OFFICER INFORMATION AS AT July 27, 2019**

**Last Name, First Name, Middle Name:**

Jin, Jian

**Office(s) Held:** (Chair)

**Mailing Address:**

167 WEST 2ND AVENUE  
NORTH VANCOUVER BC V7M 1C5  
CANADA

**Delivery Address:**

167 WEST 2ND AVENUE  
NORTH VANCOUVER BC V7M 1C5  
CANADA

**Last Name, First Name, Middle Name:**

Yu, Lei

**Office(s) Held:** (Other Office(s))

**Mailing Address:**

5120 MAPLE ROAD  
RICHMOND BC V7E 1G3  
CANADA

**Delivery Address:**

5120 MAPLE ROAD  
RICHMOND BC V7E 1G3  
CANADA

This is Exhibit "J" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



---

A Commissioner for taking Affidavits for British Columbia



BC Company Summary For EAGLE Q PARTNERS INC.

Date and Time of Search: February 10, 2020 11:32 AM Pacific Time
Currency Date: December 18, 2019

ACTIVE

Incorporation Number: BC0888575
Name of Company: EAGLE Q PARTNERS INC.
Recognition Date and Time: Incorporated on August 20, 2010 12:58 PM Pacific Time In Liquidation: No
Last Annual Report Filed: August 20, 2019 Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address: SUITE 306 - 788 BEATTY STREET VANCOUVER BC V6B 2M1 CANADA
Delivery Address: SUITE 306 - 788 BEATTY STREET VANCOUVER BC V6B 2M1 CANADA

RECORDS OFFICE INFORMATION

Mailing Address: SUITE 306 - 788 BEATTY STREET VANCOUVER BC V6B 2M1 CANADA
Delivery Address: SUITE 306 - 788 BEATTY STREET VANCOUVER BC V6B 2M1 CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name: Jin, Jian
Mailing Address: 1139 WEST 21ST STREET NORTH VANCOUVER BC V7P 2C7 CANADA
Delivery Address: 1139 WEST 21ST STREET NORTH VANCOUVER BC V7P 2C7 CANADA

NO OFFICER INFORMATION FILED AS AT August 20, 2019.

This is Exhibit "K" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



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A Commissioner for taking  
Affidavits for British Columbia



**TITLE SEARCH PRINT**

File Reference: 321730.1  
Declared Value \$902000

2020-04-30, 09:47:48  
Requestor: Suzanne Volkow

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Title Issued Under** STRATA PROPERTY ACT (Section 249)

**Land Title District** VANCOUVER  
Land Title Office VANCOUVER

**Title Number** CA6600645  
From Title Number GD115349

**Application Received** 2018-01-31

**Application Entered** 2018-02-02

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: ZHI HONG CHU, CEO  
TIE FENG FU, SELF-EMPLOYED  
#40 6511 CHAMBORD PLACE  
VANCOUVER, BC  
V5S 4P2  
AS JOINT TENANTS

**Taxation Authority** Vancouver, City of

**Description of Land**  
Parcel Identifier: 016-271-602  
Legal Description:  
STRATA LOT 40 DISTRICT LOT 339 STRATA PLAN VR. 2576  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION  
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

**Legal Notations** NONE

**Charges, Liens and Interests**  
Nature: COVENANT  
Registration Number: GC28176  
Registration Date and Time: 1989-03-02 10:00  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA  
S.215 L.T.A.  
INCLUDES INDEMNITY UNDER S.215(2)(A) L.T.A.  
WITH PRIORITY OVER MORTGAGE GB79397

**TITLE SEARCH PRINT**

File Reference: 321730.1  
Declared Value \$902000

2020-04-30, 09:47:48  
Requestor: Suzanne Volkow

Nature: MORTGAGE  
Registration Number: CA6600646  
Registration Date and Time: 2018-01-31 11:02  
Registered Owner: ROYAL BANK OF CANADA

Nature: MORTGAGE  
Registration Number: CA7548970  
Registration Date and Time: 2019-06-07 16:16  
Registered Owner: XIAOMEI YANG

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications**

Parcel Identifier: 016-271-602  
Application Number/Type: CA8162812 FREEHOLD TRANSFER  
Application Number/Type: CA8162813 MORTGAGE

This is Exhibit "L" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



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A Commissioner for taking Affidavits for British Columbia

Lterm: XPSP0050 BC OnLine: PPRS SEARCH RESULT 2020/04/30  
For: PK57536 FASKEN MARTINEAU DUMOULIN LLP 08:50:02

Search Criteria: CHU ZHI Index: INDIVIDUAL DEBTOR  
HONG

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JAN 06, 2020 Reg. Length: INFINITY  
Reg. Time: 20:38:48 Expiry Date: N/A  
Base Reg. #: 988468L Control #: D6535407

Block#

S0001 Secured Party: HONG LIU  
3456 W 39TH AVENUE  
VANCOUVER BC V6N 3A2

D0001 Base Debtor: EAGLE Q PARTNERS INC.  
(Business) #306 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

D0002 Ind. Debtor: JIN JIAN Birthdate: 69OCT09  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER

=D0003 Ind. Debtor: CHU ZHI HONG Birthdate: 71DEC06  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER

D0004 Ind. Debtor: FU TIE FENG Birthdate: 70FEB15  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER

General Collateral:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR INCLUDI

Registering  
Party: HEMING CHENG  
#300-1200 WEST 73RD AVENUE  
VANCOUVER BC V6P 6G5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 988469L Reg. Date: JAN 06, 2020  
Reg. Time: 21:45:56  
Control #: D6535409  
Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 988468L Base Reg. Date: JAN 06, 2020

Details Description:  
THE GENERAL COLLATERAL PART IS NOT COMPLETE AND SHOULD BE  
AMENDED AS THE FOLLOWS:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE  
DEBTOR INCLUDING ALL BUSINESS ASSETS, INVENTORY, EQUIPMENT,  
CHattel PAPER, GOODS, INSTRUMENTS, INTANGIBLES,  
(ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT  
(BRITISH COLUMBIA) AND REGULATIONS THERETO, AS AMENDED FROM  
TIME TO TIME) AND RECEIVABLES, BOOKS AND RECORDS,  
DOCUMENTS OF TITLE, MONEY AND SECURITIES.

Continued on Page 2

PPSA search 1.txt

Search Criteria: CHU ZHI HONG Page: 2

Y
Registering Party: HONG LIU
3456 W 39TH AVENUE
VANCOUVER BC

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 102478M Reg. Date: MAR 05, 2020
Reg. Time: 15:44:49
Control #: D6651536
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 988468L Base Reg. Date: JAN 06, 2020

Details Description:
ADD SECURED PARTY.

Block#

\*\*\* ADDED \*\*\*
S0002 Secured Party: MENG RUI LI
3456 W 39TH AVENUE
VANCOUVER BC V6N 3A2

Registering Party: FASKEN MARTINEAU DUMOULIN LLP
SUITE 2900, 550 BURRARD STREET
VANCOUVER BC V6C 0A3

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: MAR 05, 2020 Reg. Length: INFINITY
Reg. Time: 15:59:51 Expiry Date: N/A
Base Reg. #: 102504M Control #: D6651545

Block#

S0001 Secured Party: MENG RUI LI
3456 W 39TH AVENUE
VANCOUVER BC V6N 3A2

D0001 Base Debtor: EAGLE Q PARTNERS INC.
(Business) #306 - 788 BEATTY STREET
VANCOUVER BC V6B 2M1

D0002 Ind. Debtor: JIN JIAN Birthdate: 69OCT09
#306 - 788 BEATTY STREET BC V6B 2M1
VANCOUVER

=D0003 Ind. Debtor: CHU ZHI HONG Birthdate: 71DEC06
#306 - 788 BEATTY STREET BC V6B 2M1
VANCOUVER

D0004 Ind. Debtor: FU TIE FENG Birthdate: 70FEB15
#306 - 788 BEATTY STREET BC V6B 2M1
VANCOUVER



Lterm: XPSP0050 BC OnLine: PPRS SEARCH RESULT 2020/04/30  
For: PK57536 FASKEN MARTINEAU DUMOULIN LLP 08:50:56

Search Criteria: FU TIE Index: INDIVIDUAL DEBTOR  
FENG

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JAN 06, 2020 Reg. Length: INFINITY  
Reg. Time: 20:38:48 Expiry Date: N/A  
Base Reg. #: 988468L Control #: D6535407

Block#

- S0001 Secured Party: HONG LIU  
3456 W 39TH AVENUE  
VANCOUVER BC V6N 3A2
- D0001 Base Debtor: EAGLE Q PARTNERS INC.  
(Business) #306 788 BEATTY STREET  
VANCOUVER BC V6B 2M1
- D0002 Ind. Debtor: JIN JIAN Birthdate: 69OCT09  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER
- D0003 Ind. Debtor: CHU ZHI HONG Birthdate: 71DEC06  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER
- =D0004 Ind. Debtor: FU TIE FENG Birthdate: 70FEB15  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER

General Collateral:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR INCLUDI

Registering  
Party: HEMING CHENG  
#300-1200 WEST 73RD AVENUE  
VANCOUVER BC V6P 6G5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 988469L Reg. Date: JAN 06, 2020  
Reg. Time: 21:45:56  
Control #: D6535409  
Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 988468L Base Reg. Date: JAN 06, 2020

Details Description:  
THE GENERAL COLLATERAL PART IS NOT COMPLETE AND SHOULD BE  
AMENDED AS THE FOLLOWS:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE  
DEBTOR INCLUDING ALL BUSINESS ASSETS, INVENTORY, EQUIPMENT,  
CHattel PAPER, GOODS, INSTRUMENTS, INTANGIBLES,  
(ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT  
(BRITISH COLUMBIA) AND REGULATIONS THERETO, AS AMENDED FROM  
TIME TO TIME) AND RECEIVABLES, BOOKS AND RECORDS,  
DOCUMENTS OF TITLE, MONEY AND SECURITIES.

PPSA search 2.txt

Search Criteria: FU TIE FENG Page: 2

Y

Registering Party: HONG LIU 3456 W 39TH AVENUE VANCOUVER BC

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 102478M Reg. Date: MAR 05, 2020 Reg. Time: 15:44:49 Control #: D6651536 Base Reg. Type: PPSA SECURITY AGREEMENT Base Reg. #: 988468L Base Reg. Date: JAN 06, 2020

Details Description: ADD SECURED PARTY.

Block#

\*\*\* ADDED \*\*\*

S0002 Secured Party: MENG RUI LI 3456 W 39TH AVENUE VANCOUVER BC V6N 3A2

Registering Party: FASKEN MARTINEAU DUMOULIN LLP SUITE 2900, 550 BARRARD STREET VANCOUVER BC V6C 0A3

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: MAR 05, 2020 Reg. Length: INFINITY Reg. Time: 15:59:51 Expiry Date: N/A Base Reg. #: 102504M Control #: D6651545

Block#

S0001 Secured Party: MENG RUI LI 3456 W 39TH AVENUE VANCOUVER BC V6N 3A2

D0001 Base Debtor: EAGLE Q PARTNERS INC. (Business) #306 - 788 BEATTY STREET VANCOUVER BC V6B 2M1

D0002 Ind. Debtor: JIN #306 - 788 BEATTY STREET VANCOUVER BC V6B 2M1 Birthdate: 69OCT09

D0003 Ind. Debtor: CHU #306 - 788 BEATTY STREET VANCOUVER BC V6B 2M1 Birthdate: 71DEC06

=D0004 Ind. Debtor: FU #306 - 788 BEATTY STREET VANCOUVER BC V6B 2M1 Birthdate: 70FEB15





Lterm: XPSP0050 BC OnLine: PPRS SEARCH RESULT 2020/04/30  
For: PK57536 FASKEN MARTINEAU DUMOULIN LLP 08:49:04

Index: INDIVIDUAL DEBTOR

Search Criteria: JIN JIAN

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JUL 24, 2018 Reg. Length: 5 YEARS  
Reg. Time: 07:16:25 Expiry Date: JUL 24, 2023  
Base Reg. #: 913768K Control #: D5440631

Block#

S0001 Secured Party: TOYOTA CREDIT CANADA INC.  
80 MICRO COURT  
MARKHAM ON L3R 9Z5

=D0001 Base Debtor: JIN JIAN Birthdate: 62AUG02  
(Individual) 2986 ROCKRIDGE LANE  
COQUITLAM BC V3E 2Y1

Vehicle Collateral:  
Type Serial # Year Make/Model MH Reg.#

V0001 MV JF2SJEDC8JH601605 2018 SUBARU FOR-JJ2CP

Registering Party: D + H LIMITED PARTNERSHIP  
2 ROBERT SPECK PARKWAY, 15TH F  
MISSISSAUGA ON L4J 1H8

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: DEC 10, 2018 Reg. Length: 3 YEARS  
Reg. Time: 13:08:05 Expiry Date: DEC 10, 2021  
Base Reg. #: 202456L Control #: D5734822

Block#

S0001 Secured Party: MERCEDES-BENZ FINANCIAL SERVICES  
CANADA CORPORATION  
2680 MATHESON BLVD. E. STE 500  
MISSISSAUGA ON L4W 0A5

S0002 Secured Party: MERCEDES-BENZ FINANCIAL  
2680 MATHESON BLVD. E. STE 500  
MISSISSAUGA ON L4W 0A5

D0001 Base Debtor: NIAN YUWEN Birthdate: 76FEB23  
(Individual) 1139 21ST. ST. W  
NORTH VANCOUVER BC V7P2C7

=D0002 Ind. Debtor: JIN JIAN Birthdate: 69OCT09  
1139 21ST. ST. W  
NORTH VANCOUVER BC V7P2C7

Vehicle Collateral:  
Type Serial # Year Make/Model MH Reg.#

V0001 MV WDD2J6BB6KA018514 2019 MERCEDES-BENZ CLS53 4M



Search Criteria: JIN JIAN Page: 3

D0001 Base Debtor: EAGLE Q PARTNERS INC.  
(Business) #306 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

=D0002 Ind. Debtor: JIN JIAN Birthdate: 69OCT09  
#306 - 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

D0003 Ind. Debtor: CHU ZHI HONG Birthdate: 71DEC06  
#306 - 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

D0004 Ind. Debtor: FU TIE FENG Birthdate: 70FEB15  
#306 - 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

General collateral:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR INCLUDI

Registering  
Party: HEMING CHENG  
#300-1200 WEST 73RD AVENUE  
VANCOUVER BC V6P 6G5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 988469L Reg. Date: JAN 06, 2020  
Reg. Time: 21:45:56  
Control #: D6535409  
Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 988468L Base Reg. Date: JAN 06, 2020

Details Description:  
THE GENERAL COLLATERAL PART IS NOT COMPLETE AND SHOULD BE  
AMENDED AS THE FOLLOWS:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE  
DEBTOR INCLUDING ALL BUSINESS ASSETS, INVENTORY, EQUIPMENT,  
CHattel PAPER, GOODS, INSTRUMENTS, INTANGIBLES,  
(ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT  
(BRITISH COLUMBIA) AND REGULATIONS THERETO, AS AMENDED FROM  
TIME TO TIME) AND RECEIVABLES, BOOKS AND RECORDS,  
DOCUMENTS OF TITLE, MONEY AND SECURITIES.  
Y

Registering  
Party: HONG LIU  
3456 W 39TH AVENUE  
VANCOUVER BC

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 102478M Reg. Date: MAR 05, 2020  
Reg. Time: 15:44:49  
Control #: D6651536

PPSA search 3.txt  
Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 988468L Base Reg. Date: JAN 06, 2020

Continued on Page 4

Search Criteria: JIN JIAN Page: 4

Details Description:  
ADD SECURED PARTY.

Block#

\*\*\* ADDED \*\*\*

S0002 Secured Party: MENG RUI LI  
3456 W 39TH AVENUE  
VANCOUVER BC V6N 3A2

Registering

Party: FASKEN MARTINEAU DUMOULIN LLP  
SUITE 2900, 550 BURRARD STREET  
VANCOUVER BC V6C 0A3

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: MAR 05, 2020 Reg. Length: INFINITY  
Reg. Time: 15:59:51 Expiry Date: N/A  
Base Reg. #: 102504M Control #: D6651545

Block#

S0001 Secured Party: MENG RUI LI  
3456 W 39TH AVENUE  
VANCOUVER BC V6N 3A2

D0001 Base Debtor: EAGLE Q PARTNERS INC.  
(Business) #306 - 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

=D0002 Ind. Debtor: JIN JIAN Birthdate: 69OCT09  
#306 - 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

D0003 Ind. Debtor: CHU ZHI HONG Birthdate: 71DEC06  
#306 - 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

D0004 Ind. Debtor: FU TIE FENG Birthdate: 70FEB15  
#306 - 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE  
DEBTOR INCLUDING ALL BUSINESS ASSETS, INVENTORY, EQUIPMENT,  
CHattel PAPER, GOODS, INSTRUMENTS, INTANGIBLES,  
(ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT  
(BRITISH COLUMBIA) AND REGULATIONS THERETO, AS AMENDED FROM  
TIME TO TIME) AND RECEIVABLES, BOOKS AND RECORDS,  
DOCUMENTS OF TITLE, MONEY AND SECURITIES.

Registering



Lterm: XPSP0050 BC OnLine: PPRS SEARCH RESULT 2020/04/30  
For: PK57536 FASKEN MARTINEAU DUMOULIN LLP 08:48:48

Index: BUSINESS DEBTOR

Search Criteria: EAGLE Q PARTNERS INC.

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JAN 06, 2020 Reg. Length: INFINITY  
Reg. Time: 20:38:48 Expiry Date: N/A  
Base Reg. #: 988468L Control #: D6535407

Block#

S0001 Secured Party: HONG LIU  
3456 W 39TH AVENUE  
VANCOUVER BC V6N 3A2

=D0001 Base Debtor: EAGLE Q PARTNERS INC.  
(Business) #306 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

D0002 Ind. Debtor: JIN JIAN Birthdate: 69OCT09  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER

D0003 Ind. Debtor: CHU ZHI HONG Birthdate: 71DEC06  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER

D0004 Ind. Debtor: FU TIE FENG Birthdate: 70FEB15  
#306 - 788 BEATTY STREET BC V6B 2M1  
VANCOUVER

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR INCLUDI

Registering

Party: HEMING CHENG  
#300-1200 WEST 73RD AVENUE  
VANCOUVER BC V6P 6G5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 988469L Reg. Date: JAN 06, 2020  
Reg. Time: 21:45:56  
Control #: D6535409

Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 988468L Base Reg. Date: JAN 06, 2020

Details Description:

THE GENERAL COLLATERAL PART IS NOT COMPLETE AND SHOULD BE  
AMENDED AS THE FOLLOWS:  
ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE  
DEBTOR INCLUDING ALL BUSINESS ASSETS, INVENTORY, EQUIPMENT,  
CHattel PAPER, GOODS, INSTRUMENTS, INTANGIBLES,  
(ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT  
(BRITISH COLUMBIA) AND REGULATIONS THERETO, AS AMENDED FROM  
TIME TO TIME) AND RECEIVABLES, BOOKS AND RECORDS,  
DOCUMENTS OF TITLE, MONEY AND SECURITIES.

Continued on Page 2

PPSA search 4.txt

Search Criteria: EAGLE Q PARTNERS INC.

Page: 2

Y

Registering Party: HONG LIU  
3456 W 39TH AVENUE  
VANCOUVER BC

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 102478M Reg. Date: MAR 05, 2020  
Reg. Time: 15:44:49  
Control #: D6651536  
Base Reg. Type: PPSA SECURITY AGREEMENT  
Base Reg. #: 988468L Base Reg. Date: JAN 06, 2020

Details Description:  
ADD SECURED PARTY.

Block#

\*\*\* ADDED \*\*\*

S0002 Secured Party: MENG RUI LI  
3456 W 39TH AVENUE  
VANCOUVER BC V6N 3A2

Registering Party: FASKEN MARTINEAU DUMOULIN LLP  
SUITE 2900, 550 BURRARD STREET  
VANCOUVER BC V6C 0A3

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JAN 14, 2020 Reg. Length: 4 YEARS  
Reg. Time: 17:40:15 Expiry Date: JAN 14, 2024  
Base Reg. #: 005246M Control #: D6548257

Block#

S0001 Secured Party: HANYUM DEVELOPMENT CORP.  
UNIT 950 - 1140 WEST PENDER ST  
VANCOUVER BC V6E 4G1

=D0001 Base Debtor: EAGLE Q PARTNERS INC.  
(Business) SUITE 306 - 788 BEATTY STREET  
VANCOUVER BC V6B 2M1

General Collateral:  
SHARE CERTIFICATE NUMBER 4 REPRESENTING 20 COMMON SHARES IN THE  
CAPITAL OF 0946664 B.C. LTD. PLEDGED PURSUANT TO THE SECURITIES PLEDGE  
AGREEMENT BETWEEN HANYUM DEVELOPMENT CORP. AND EAGLE Q PARTNERS INC.  
DATED DECEMBER 31, 2019.

Registering Party: CMJC LAW CORPORATION  
#207-1477 WEST PENDER ST  
VANCOUVER BC V6G 2S3





This is Exhibit "M" referred to in the affidavit of Hong Liu sworn before me at Vancouver, British Columbia on this 4<sup>th</sup> day of May 2020



---

A Commissioner for taking Affidavits for British Columbia

# FASKEN

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

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Vancouver, British Columbia V6C 0A3  
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F +1 604 631 3232

fasken.com

March 10, 2020  
File No.: 321730.00001/15053

**Kibben Jackson**  
Direct +1 604 631 4786  
Facsimile +1 604 632 4786  
kjackson@fasken.com

## By Courier

Tie Feng Fu  
#40 - 6511 Chambord Place  
Vancouver, BC V5S 4P2

Dear Sirs/Mesdames:

**Re: Indebtedness of Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the "Borrowers") to Meng Rui Li ("Ms. Li")**

We are the solicitors for Ms. Li.

We are instructed that, pursuant to your guarantee dated May 23, 2019 (the "**Guarantee**"), you have guaranteed all obligations of the Borrowers to Ms. Li.

By letter dated March 10, 2020, a copy of which is enclosed herewith, we made demand on the Borrowers for payment of their indebtedness to Ms. Li.

On behalf of Ms. Li, we hereby make formal demand on you for payment of the amount outstanding under the Guarantee, which, as at February 29, 2020, amounts to the sum of \$3,057,000. Interest continues to accrue on the amount demanded at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Unless the amount demanded is received in our offices on or before the close of business on March 19, 2020, we are instructed to commence legal proceedings against you to enforce recovery of the amounts outstanding without further notice to you.

We also enclose with this letter a Form 86 Notice of Intention to Enforce Security pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Li's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such a consent, please advise us immediately.

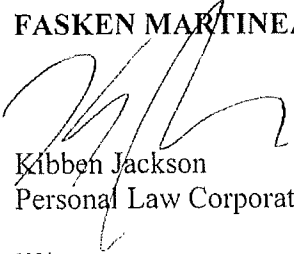
Notwithstanding the foregoing, we also confirm that Ms. Li specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* to protect her security during the demand period.

# FASKEN

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the amount demanded.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Encl.

cc: Client

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86  
(Rule 124)

TO: **Tie Feng Fu**, an insolvent person

TAKE NOTICE THAT:

1. Meng Rui Li, a secured creditor, intends to enforce her security on the insolvent person's property described below:

- (a) all present and after acquired personal property of the insolvent person; and
- (b) those lands legally described as Strata Lot 40 District Lot 339 Strata Plan VR. 2576, PID: 016-271-602.

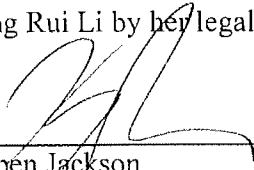
2. The security that is to be enforced is the following:

- (a) General Security Agreement dated May 23, 2019; and
- (b) Equitable Mortgage dated May 23, 2019.

3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Meng Rui Li by her legal counsel  
 Per:   
 \_\_\_\_\_  
 Kibben Jackson  
 Solicitor and agent of the Secured Creditor

Tie Feng Fu hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Meng Rui Li of all security above-noted.

\_\_\_\_\_  
Tie Feng Fu

# FASKEN

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Patent and Trade-mark Agents

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March 10, 2020  
File No.: 321730.00001/15053

**Kibben Jackson**  
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Facsimile +1 604 632 4786  
kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Meng Rui Li (“Ms. Li”) pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the “Borrowers”) and Ms. Li dated January 10, 2018, as subsequently amended (as amended, the “Loan Agreement”)**

We are the solicitors for Ms. Li.

We are instructed by Ms. Li that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the “Indebtedness”).

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Li has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Li reserves the right to claim those against you.

On behalf of Ms. Li, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client’s instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

FASKEN

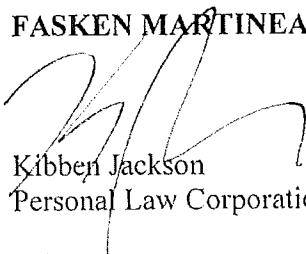
We also enclose with this letter Form 86 Notices of Intention to Enforce Security to the Borrowers pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Li's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such consent, please endorse the enclosed Form 86 and return a copy of same to the writer.

Ms. Li specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu

# FASKEN

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
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March 10, 2020  
File No.: 321730.00001/15053

**Kibben Jackson**  
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Facsimile +1 604 632 4786  
kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Hong Liu ("Ms. Liu") pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the "Borrowers") and Ms. Liu dated January 10, 2018, as subsequently amended (as amended, the "Loan Agreement")**

We are the solicitors for Ms. Liu.

We are instructed by Ms. Liu that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the "**Indebtedness**").

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Liu has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Liu reserves the right to claim those against you.

On behalf of Ms. Liu, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client's instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.



FASKEN

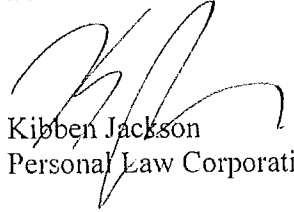
We also enclose with this letter Form 86 Notices of Intention to Enforce Security to the Borrowers pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Liu's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such consent, please endorse the enclosed Form 86 and return a copy of same to the writer.

Ms. Liu specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86  
(Rule 124)

TO: **Zhi Hong Chu**, an insolvent person

TAKE NOTICE THAT:

1. Hong Liu, a secured creditor, intends to enforce her security on the insolvent person's property described below:

- (a) all present and after acquired personal property of the insolvent person; and
- (b) those lands legally described as Strata Lot 40 District Lot 339 Strata Plan VR. 2576, PID: 016-271-602.

2. The security that is to be enforced is the following:

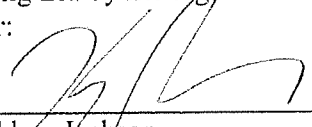
- (a) General Security Agreement dated May 23, 2019; and
- (b) Equitable Mortgage dated May 23, 2019.

3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Hong Liu by her legal counsel  
Per:




---

Kibben Jackson  
Solicitor and agent of the Secured Creditor

Zhi Hong Chu hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Hong Liu of all security above-noted.

\_\_\_\_\_  
Zhi Hong Chu

# FASKEN

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Patent and Trade-mark Agents

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fasken.com

March 10, 2020  
File No.: 321730.00001/15053

**Kibben Jackson**  
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Facsimile +1 604 632 4786  
kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Hong Liu (“Ms. Liu”) pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the “Borrowers”) and Ms. Liu dated April 30, 2019 (the “Loan Agreement”)**

We are the solicitors for Ms. Liu.

We are instructed by Ms. Liu that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$1,066,400 (the “Indebtedness”).

Interest continues to accrue on the Indebtedness at the rate of \$410.96 per day from February 29, 2020 to the date of payment. In addition, Ms. Liu has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Liu reserves the right to claim those against you.

On behalf of Ms. Liu, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client’s instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

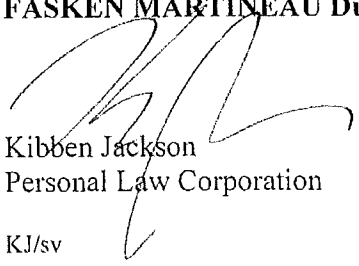


# FASKEN

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv

cc: Client

# FASKEN

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
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March 10, 2020  
File No.: 321730.00001/15053

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## By Courier

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Zhihong Chu  
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Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Hong Liu ("Ms. Liu") pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the "Borrowers") and Ms. Liu dated April 30, 2019 (the "Loan Agreement")**

We are the solicitors for Ms. Liu.

We are instructed by Ms. Liu that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$1,066,400 (the "**Indebtedness**").

Interest continues to accrue on the Indebtedness at the rate of \$410.96 per day from February 29, 2020 to the date of payment. In addition, Ms. Liu has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Liu reserves the right to claim those against you.

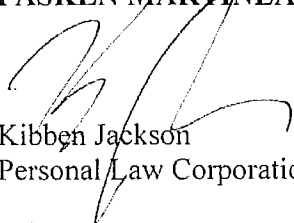
On behalf of Ms. Liu, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client's instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

# FASKEN

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv

cc: Client

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March 10, 2020  
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Zhihong Chu  
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Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Hong Liu ("Ms. Liu") pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the "Borrowers") and Ms. Liu dated January 10, 2018, as subsequently amended (as amended, the "Loan Agreement")**

We are the solicitors for Ms. Liu.

We are instructed by Ms. Liu that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the "**Indebtedness**").

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Liu has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Liu reserves the right to claim those against you.

On behalf of Ms. Liu, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client's instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

# FASKEN

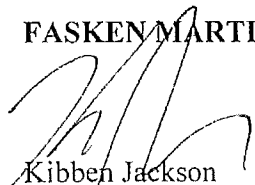
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Ms. Liu specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu



**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86

(Rule 124)

TO: **Jian Jin**, an insolvent person

TAKE NOTICE THAT:

1. Hong Liu, a secured creditor, intends to enforce her security on the insolvent person's property described below:

(a) all present and after acquired personal property of the insolvent person.

2. The security that is to be enforced is the following:

(a) General Security Agreement dated May 23, 2019.

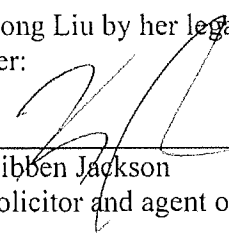
3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Hong Liu by her legal counsel

Per:

  
\_\_\_\_\_  
Kibben Jackson  
Solicitor and agent of the Secured Creditor

Jian Jin hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Hong Liu of all security above-noted.

\_\_\_\_\_  
Jian Jin

# FASKEN

Fasken Martineau DuMoulin LLP  
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Patent and Trade-mark Agents

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March 10, 2020  
File No.: 321730.00001/15053

**Kibben Jackson**  
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kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Meng Rui Li ("Ms. Li") pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the "Borrowers") and Ms. Li dated January 10, 2018, as subsequently amended (as amended, the "Loan Agreement")**

We are the solicitors for Ms. Li.

We are instructed by Ms. Li that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the "**Indebtedness**").

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Li has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Li reserves the right to claim those against you.

On behalf of Ms. Li, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client's instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

# FASKEN

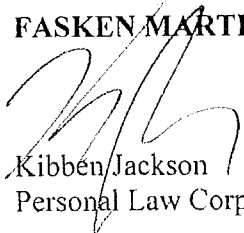
We also enclose with this letter Form 86 Notices of Intention to Enforce Security to the Borrowers pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Li's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such consent, please endorse the enclosed Form 86 and return a copy of same to the writer.

Ms. Li specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86  
(Rule 124)

TO: **Jian Jin**, an insolvent person

TAKE NOTICE THAT:

1. Meng Rui Li, a secured creditor, intends to enforce her security on the insolvent person's property described below:

(a) all present and after acquired personal property of the insolvent person.

2. The security that is to be enforced is the following:

(a) General Security Agreement dated May 23, 2019.

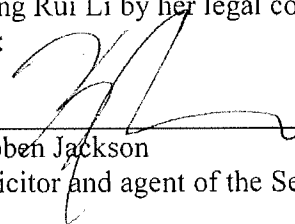
3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Meng Rui Li by her legal counsel

Per:



\_\_\_\_\_  
Kibben Jackson  
Solicitor and agent of the Secured Creditor

Jian Jin hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Meng Rui Li of all security above-noted.

\_\_\_\_\_  
Jian Jin

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March 10, 2020  
File No.: 321730.00001/15053

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kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Meng Rui Li (“Ms. Li”) pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the “Borrowers”) and Ms. Li dated January 10, 2018, as subsequently amended (as amended, the “Loan Agreement”)**

We are the solicitors for Ms. Li.

We are instructed by Ms. Li that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the “**Indebtedness**”).

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Li has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Li reserves the right to claim those against you.

On behalf of Ms. Li, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client’s instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

**FASKEN**

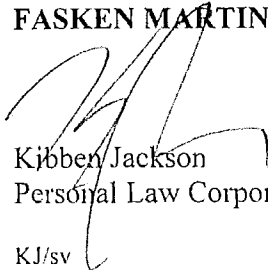
We also enclose with this letter Form 86 Notices of Intention to Enforce Security to the Borrowers pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Li's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such consent, please endorse the enclosed Form 86 and return a copy of same to the writer.

Ms. Li specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86  
(Rule 124)

TO: **Zhi Hong Chu**, an insolvent person

TAKE NOTICE THAT:

1. Meng Rui Li, a secured creditor, intends to enforce her security on the insolvent person's property described below:

- (a) all present and after acquired personal property of the insolvent person; and
- (b) those lands legally described as Strata Lot 40 District Lot 339 Strata Plan VR. 2576, PID: 016-271-602.

2. The security that is to be enforced is the following:

- (a) General Security Agreement dated May 23, 2019; and
- (b) Equitable Mortgage dated May 23, 2019.

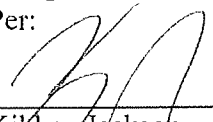
3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Meng Rui Li by her legal counsel

Per:

  
 \_\_\_\_\_  
 Kibben Jackson  
 Solicitor and agent of the Secured Creditor

Zhi Hong Chu hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Meng Rui Li of all security above-noted.

\_\_\_\_\_  
Zhi Hong Chu

# FASKEN

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March 10, 2020  
File No.: 321730.00001/15053

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kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Hong Liu (“Ms. Liu”) pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the “Borrowers”) and Ms. Liu dated April 30, 2019 (the “Loan Agreement”)**

We are the solicitors for Ms. Liu.

We are instructed by Ms. Liu that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$1,066,400 (the “**Indebtedness**”).

Interest continues to accrue on the Indebtedness at the rate of \$410.96 per day from February 29, 2020 to the date of payment. In addition, Ms. Liu has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Liu reserves the right to claim those against you.

On behalf of Ms. Liu, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client’s instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

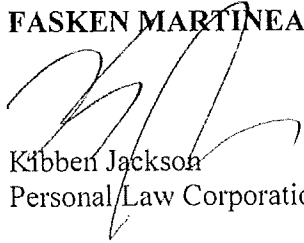


# FASKEN

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv

cc: Client

# FASKEN

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March 10, 2020  
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## By Courier

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Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Meng Rui Li ("Ms. Li") pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the "Borrowers") and Ms. Li dated January 10, 2018, as subsequently amended (as amended, the "Loan Agreement")**

We are the solicitors for Ms. Li.

We are instructed by Ms. Li that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the "**Indebtedness**").

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Li has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Li reserves the right to claim those against you.

On behalf of Ms. Li, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client's instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

FASKEN

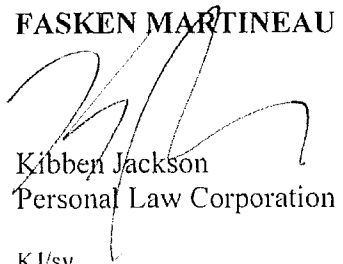
We also enclose with this letter Form 86 Notices of Intention to Enforce Security to the Borrowers pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Li's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such consent, please endorse the enclosed Form 86 and return a copy of same to the writer.

Ms. Li specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

FASKEN MARTINEAU DuMOULIN LLP

  
Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86  
(Rule 124)

TO: **Eagle Q Partners Inc.**, an insolvent person

TAKE NOTICE THAT:

1. Meng Rui Li, a secured creditor, intends to enforce her security on the insolvent person's property described below:

(a) all present and after acquired personal property of the insolvent person.

2. The security that is to be enforced is the following:

(a) General Security Agreement dated May 23, 2019.

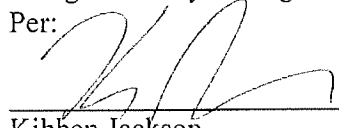
3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Meng Rui Li by her legal counsel

Per:



\_\_\_\_\_  
Kibben Jackson  
Solicitor and agent of the Secured Creditor

Eagle Q Partners Inc. hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Meng Rui Li of all security above-noted.

\_\_\_\_\_  
Authorized Signatory

# FASKEN

Fasken Martineau DuMoulin LLP  
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Patent and Trade-mark Agents

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March 10, 2020  
File No.: 321730.00001/15053

**Kibben Jackson**  
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Facsimile +1 604 632 4786  
kjackson@fasken.com

## By Courier

Tie Feng Fu  
#40 - 6511 Chambord Place  
Vancouver, BC V5S 4P2

Dear Sirs/Mesdames:

**Re: Indebtedness of Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the "Borrowers") to Meng Rui Li ("Ms. Li")**

We are the solicitors for Ms. Li.

We are instructed that, pursuant to your guarantee dated May 23, 2019 (the "**Guarantee**"), you have guaranteed all obligations of the Borrowers to Ms. Li.

By letter dated March 10, 2020, a copy of which is enclosed herewith, we made demand on the Borrowers for payment of their indebtedness to Ms. Li.

On behalf of Ms. Li, we hereby make formal demand on you for payment of the amount outstanding under the Guarantee, which, as at February 29, 2020, amounts to the sum of \$3,057,000. Interest continues to accrue on the amount demanded at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Unless the amount demanded is received in our offices on or before the close of business on March 19, 2020, we are instructed to commence legal proceedings against you to enforce recovery of the amounts outstanding without further notice to you.

We also enclose with this letter a Form 86 Notice of Intention to Enforce Security pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Li's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such a consent, please advise us immediately.

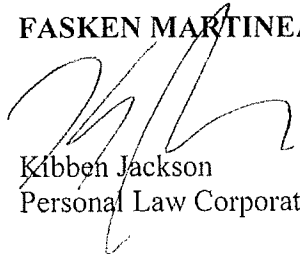
Notwithstanding the foregoing, we also confirm that Ms. Li specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* to protect her security during the demand period.

# FASKEN

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the amount demanded.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Encl.

cc: Client



**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86  
(Rule 124)

TO: **Tie Feng Fu**, an insolvent person

TAKE NOTICE THAT:

1. Meng Rui Li, a secured creditor, intends to enforce her security on the insolvent person's property described below:

- (a) all present and after acquired personal property of the insolvent person; and
- (b) those lands legally described as Strata Lot 40 District Lot 339 Strata Plan VR. 2576, PID: 016-271-602.

2. The security that is to be enforced is the following:

- (a) General Security Agreement dated May 23, 2019; and
- (b) Equitable Mortgage dated May 23, 2019.

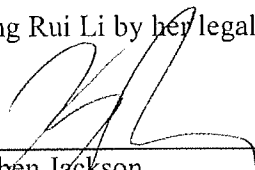
3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Meng Rui Li by her legal counsel

Per:



Kibben Jackson

Solicitor and agent of the Secured Creditor

Tie Feng Fu hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Meng Rui Li of all security above-noted.

\_\_\_\_\_  
Tie Feng Fu

# FASKEN

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Patent and Trade-mark Agents

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March 10, 2020  
File No.: 321730.00001/15053

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kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Meng Rui Li (“Ms. Li”) pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the “Borrowers”) and Ms. Li dated January 10, 2018, as subsequently amended (as amended, the “Loan Agreement”)**

We are the solicitors for Ms. Li.

We are instructed by Ms. Li that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the “**Indebtedness**”).

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Li has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Li reserves the right to claim those against you.

On behalf of Ms. Li, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client’s instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.



FASKEN

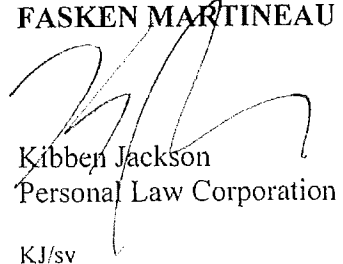
We also enclose with this letter Form 86 Notices of Intention to Enforce Security to the Borrowers pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Li's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such consent, please endorse the enclosed Form 86 and return a copy of same to the writer.

Ms. Li specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu

# FASKEN

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Barristers and Solicitors  
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March 10, 2020  
File No.: 321730.00001/15053

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kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Hong Liu (“Ms. Liu”) pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the “Borrowers”) and Ms. Liu dated January 10, 2018, as subsequently amended (as amended, the “Loan Agreement”)**

We are the solicitors for Ms. Liu.

We are instructed by Ms. Liu that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the “Indebtedness”).

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Liu has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Liu reserves the right to claim those against you.

On behalf of Ms. Liu, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client’s instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.

# FASKEN

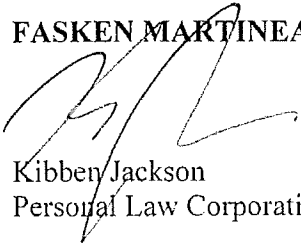
We also enclose with this letter Form 86 Notices of Intention to Enforce Security to the Borrowers pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Liu's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such consent, please endorse the enclosed Form 86 and return a copy of same to the writer.

Ms. Liu specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86  
(Rule 124)

TO: **Eagle Q Partners Inc.**, an insolvent person

TAKE NOTICE THAT:

1. Hong Liu, a secured creditor, intends to enforce her security on the insolvent person's property described below:

(a) all present and after acquired personal property of the insolvent person.

2. The security that is to be enforced is the following:

(a) General Security Agreement dated May 23, 2019.

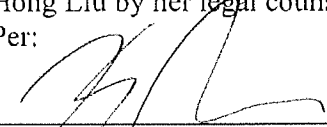
3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Hong Liu by her legal counsel

Per:

  
\_\_\_\_\_  
Kibben Jackson  
Solicitor and agent of the Secured Creditor

Eagle Q Partners Inc. hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Hong Liu of all security above-noted.

\_\_\_\_\_  
Authorized Signatory

152

# FASKEN

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

550 Burrard Street, Suite 2900  
Vancouver, British Columbia V6C 0A3  
Canada

T +1 604 631 3131  
+1 866 635 3131  
F +1 604 631 3232

fasken.com

March 10, 2020  
File No.: 321730.00001/15053

**Kibben Jackson**  
Direct +1 604 631 4786  
Facsimile +1 604 632 4786  
kjackson@fasken.com

## By Courier

Tie Feng Fu  
#40 - 6511 Chambord Place  
Vancouver, BC V5S 4P2

Dear Sirs/Mesdames:

**Re: Indebtedness of Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the "Borrowers") to Hong Liu ("Ms. Liu")**

We are the solicitors for Ms. Liu.

We are instructed that, pursuant to your guarantee dated May 23, 2019 (the "**Guarantee**"), you have guaranteed all obligations of the Borrowers to Ms. Liu.

By letter dated March 10, 2020, a copy of which is enclosed herewith, we made demand on the Borrowers for payment of their indebtedness to Ms. Liu.

On behalf of Ms. Liu, we hereby make formal demand on you for payment of the amount outstanding under the Guarantee, which, as at February 29, 2020, amounts to the sum of \$3,057,000. Interest continues to accrue on the amount demanded at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Unless the amount demanded is received in our offices on or before the close of business on March 19, 2020, we are instructed to commence legal proceedings against you to enforce recovery of the amounts outstanding without further notice to you.

We also enclose with this letter a Form 86 Notice of Intention to Enforce Security pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Liu's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such a consent, please advise us immediately.

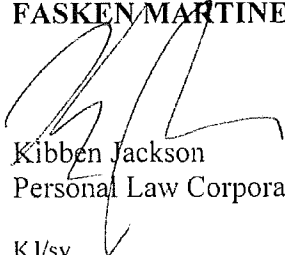
Notwithstanding the foregoing, we also confirm that Ms. Liu specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* to protect her security during the demand period.

# FASKEN

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the amount demanded.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Encl.

cc: Client

**NOTICE OF INTENTION TO ENFORCE A SECURITY**

FORM 86

(Rule 124)

TO: **Tie Feng Fu**, an insolvent person

TAKE NOTICE THAT:

1. Hong Liu, a secured creditor, intends to enforce her security on the insolvent person's property described below:

- (a) all present and after acquired personal property of the insolvent person; and
- (b) those lands legally described as Strata Lot 40 District Lot 339 Strata Plan VR. 2576, PID: 016-271-602.

2. The security that is to be enforced is the following:

- (a) General Security Agreement dated May 23, 2019; and
- (b) Equitable Mortgage dated May 23, 2019.

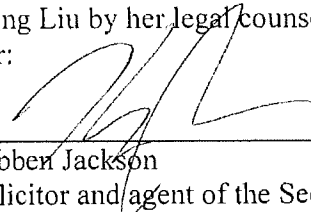
3. The total amount of indebtedness secured by the security as at February 29, 2020 is the sum of \$3,057,000 with interest accruing thereafter at the rates of \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. Legal costs are also accruing in relation to the indebtedness.

4. The secured creditor 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 Vancouver, British Columbia, this 10<sup>th</sup> day of March, 2020.

Hong Liu by her legal counsel

Per:



Kibben Jackson

Solicitor and agent of the Secured Creditor

Tie Feng Fu hereby waives the 10-day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by Hong Liu of all security above-noted.

\_\_\_\_\_  
Tie Feng Fu

# FASKEN

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

550 Burrard Street, Suite 2900  
Vancouver, British Columbia V6C 0A3  
Canada

T +1 604 631 3131  
+1 866 635 3131  
F +1 604 631 3232

fasken.com

March 10, 2020  
File No.: 321730.00001/15053

**Kibben Jackson**  
Direct +1 604 631 4786  
Facsimile +1 604 632 4786  
kjackson@fasken.com

## By Courier

Eagle Q Partners Inc.  
Registered and Records Office  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
306 - 788 Beatty Street  
Vancouver, BC V6B 2M1

Dear Sirs/Mesdames:

**Re: Indebtedness to Hong Liu (“Ms. Liu”) pursuant to loan agreement between Eagle Q Partners Inc., Jian Jin and Zhihong Chu (collectively, the “Borrowers”) and Ms. Liu dated January 10, 2018, as subsequently amended (as amended, the “Loan Agreement”)**

We are the solicitors for Ms. Liu.

We are instructed by Ms. Liu that, pursuant to the Loan Agreement, as at February 29, 2020 the Borrowers are indebted to Ms. Liu in the amount of \$3,057,000 (the “**Indebtedness**”).

Interest continues to accrue on the Indebtedness at the rates of: i) \$164.38 per day from February 29, 2020 to March 23, 2020; and ii) \$1,232.88 per day from March 23, 2020 to the date of payment. In addition, Ms. Liu has incurred, and will continue to incur, legal costs in relation to this matter, and Ms. Liu reserves the right to claim those against you.

On behalf of Ms. Liu, we hereby make formal demand on you for payment of the Indebtedness. We advise that if by 5:00 p.m. on March 19, 2020 we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft, we will thereafter seek our client’s instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs. Please contact us before remitting payment to ascertain the amount of the legal fees outstanding and interest accrued from February 29, 2020 to the date of payment.



**FASKEN**

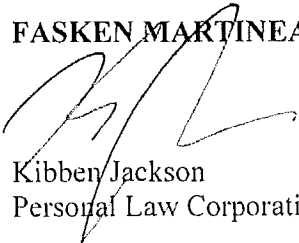
We also enclose with this letter Form 86 Notices of Intention to Enforce Security to the Borrowers pursuant to the provisions of Section 244(1) of the *Bankruptcy and Insolvency Act* confirming Ms. Liu's intention to enforce her security on the expiration of ten days following the date of this letter unless you consent to an earlier enforcement. If you wish to provide such consent, please endorse the enclosed Form 86 and return a copy of same to the writer.

Ms. Liu specifically reserves her right to make application to the Court to appoint an interim receiver under the *Bankruptcy and Insolvency Act* and/or the *Law and Equity Act* to protect her security during the demand period.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Sincerely,

**FASKEN MARTINEAU DuMOULIN LLP**



Kibben Jackson  
Personal Law Corporation

KJ/sv  
Enclosures

cc: Client  
Tie Feng Fu

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HONG LIU and MENG RUI LI a.k.a. MENG RUI LI

PETITIONERS

AND:

EAGLE Q PARTNERS INC., JIAN JIN, ZHIHONG CHU a.k.a. ZHI HONG CHU,  
and TIE FENG FU

RESPONDENTS

---

AFFIDAVIT #1 OF HONG LIU

---

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
550 Burrard Street, Suite 2900  
Vancouver, BC, V6C 0A3  
+1 604 631 3131

Counsel: Kibben Jackson  
Matter No: 321730.00001



This is the 1<sup>st</sup> Affidavit  
of Suzanne Volkow in this case  
and was made on May 19, 2020

No. VLC-S-H-200268  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

HONG LIU and MENG RUI LI a.k.a. MENGRUI LI

PETITIONERS

AND:

EAGLE Q PARTNERS INC.,  
JIAN JIN,  
ZHIHONG CHU a.k.a. ZHI HONG CHU,  
TIE FENG FU and  
HANYUM DEVELOPMENT CORP.

RESPONDENTS



**AFFIDAVIT**

I, **Suzanne Volkow**, of the City of Vancouver, in the Province of British Columbia, SWEAR THAT:

1. I am a legal assistant with the law firm of Fasken Martineau DuMoulin LLP, solicitors for the Petitioners in the within proceeding, and as such have personal knowledge of the facts hereinafter deposed to, except where stated to be on information and belief, in which case I verily believe them to be true.
2. On May 12, 2020, I conducted a land title search of the lands located at #40 - 6511 Chambord Place, Vancouver, B.C., a copy of which is attached hereto as **Exhibit "A"**, and learned that Zhihong Chu and Tie Feng Fu had transferred title to those lands on April 29, 2020.
3. Attached hereto as **Exhibit "B"** is a true copy of a Form A Freehold Transfer dated April 21, 2020 and registered in the New Westminster Land Title Office with registration number CA8162812 on April 29, 2020.

4. Attached hereto as **Exhibit “C”** is a true copy of a Notice of Civil Claim filed May 6, 2020 under Court File No. VLC-S-S-204927.
5. Attached hereto as **Exhibit “D”** is a true copy of a Notice of Civil Claim filed February 12, 2020 under Court File No. S201625.
6. Attached hereto as **Exhibit “E”** is a true copy of a Notice of Civil Claim filed February 24, 2020 under Court File No. S202100.
7. Attached hereto as **Exhibit “F”** is a true copy of a Notice of Civil Claim filed March 18, 2020 under Court File No. VLC-S-S-203319.
8. Attached hereto as **Exhibit “G”** is a true copy of a Notice of Civil Claim filed April 23, 2020 under Court File No. VLC-S-S-204289.
9. Attached hereto as **Exhibit “H”** is a true copy of a CBC News article dated May 6, 2020.
10. Attached hereto as **Exhibit “I”** is a true copy of the financial statements of Westside Preparatory Society for the year ended June 30, 2019 and 2018.
11. Attached hereto as **Exhibit “J”** is a true copy of the Balance Sheet of the Westside Preparatory School as of December 31, 2019.
12. Attached collectively as **Exhibit “K”** are true copies of emails dated May 8, 2020; May 9, 2020 and May 11, 2020 from Graham Baldwin to Westside Families, Faculty and Staff.

SWORN BEFORE ME at Vancouver, )  
British Columbia, on May 19, 2020. )  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
A Commissioner for taking Affidavits for )  
British Columbia )

  
\_\_\_\_\_  
\_\_\_\_\_  
Suzanne Volkow

**KIBBEN JACKSON**  
Barrister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 4786

**TITLE SEARCH PRINT**

File Reference: 321730.1

Declared Value \$940000

\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*

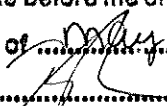
**Title Issued Under** STRATA PROPERTY ACT (Section 249)

**Land Title District** VANCOUVER  
Land Title Office VANCOUVER

**Title Number** CA8162812  
From Title Number CA6600645

**Application Received** 2020-04-29

**Application Entered** 2020-05-01

This is Exhibit A referred to in the  
affidavit of Suzanne Volkow  
made before me on this 19<sup>th</sup>  
day of May 2020  
  
A Commissioner for taking  
Affidavits for British Columbia

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: KAMAL KISHORE, RETIRED  
ANJILA KISHORE, RETIRED  
#40 6511 CHAMBORD PLACE  
VANCOUVER, BC  
V5S 4P2  
AS JOINT TENANTS

**Taxation Authority** Vancouver, City of

**Description of Land**  
Parcel Identifier: 016-271-602  
Legal Description:  
STRATA LOT 40 DISTRICT LOT 339 STRATA PLAN VR. 2576  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION  
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

**Legal Notations** NONE

**Charges, Liens and Interests**  
Nature: COVENANT  
Registration Number: GC28176  
Registration Date and Time: 1989-03-02 10:00  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA  
S.215 L.T.A.  
INCLUDES INDEMNITY UNDER S.215(2)(A) L.T.A.  
WITH PRIORITY OVER MORTGAGE GB79397

**TITLE SEARCH PRINT**

File Reference: 321730.1

Declared Value \$940000

Nature: MORTGAGE  
Registration Number: CA6600646  
Registration Date and Time: 2018-01-31 11:02  
Registered Owner: ROYAL BANK OF CANADA

Nature: MORTGAGE  
Registration Number: CA8162813  
Registration Date and Time: 2020-04-29 12:59  
Registered Owner: CANADIAN IMPERIAL BANK OF COMMERCE

Nature: CERTIFICATE OF PENDING LITIGATION  
Registration Number: CA8182744  
Registration Date and Time: 2020-05-11 13:54  
Registered Owner: HONG LIU  
MENG RUI LI

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

Status: Registered

Doc #: CA8162812

RCVD: 2020-04-29 RQST: 2020-05-12 06.40.55

FORM A\_V24

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED

LAND TITLE ACT  
FORM A (Section 185(1))

Apr-29-2020 12:59:08.001

CA8162812

FREEHOLD TRANSFER Province of British Columbia

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

RAJEEV kapur  
QWL4KU

Digitally signed by  
RAJEEV kapur QWL4KU  
Date: 2020.04.29  
11:34:07 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Rajeev Kapur Notary Public Inc.  
6241 Fraser Street

File: 04-20092P  
LTO#: 872458, Phone: 604-568-4563

Vancouver BC V5W3A2

Document Fees: \$74.87

Deduct LTSA Fees? Yes

2a. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

016-271-602 STRATA LOT 40 DISTRICT LOT 339 STRATA PLAN VR. 2576

STC? YES

2b. MARKET VALUE: \$ 940,000.00

3. CONSIDERATION: \$ 940,000.00

4. TRANSFEROR(S):

ZHI HONG CHU AND TIE FENG FU

This is Exhibit B referred to in the  
affidavit of Suzanne Volkow  
made before me on this 19th  
day of May 2020

5. FREEHOLD ESTATE TRANSFERRED: Fee Simple

6. TRANSFEEE(S): (including occupation(s), postal address(es) and postal code(s))

KAMAL KISHORE, RETIRED  
ANJILA KISHORE, RETIRED  
#40 6511 CHAMBORD PLACE  
VANCOUVER BRITISH COLUMBIA  
AS JOINT TENANTS V5S 4P2 CANADA

A Commissioner for taking  
Affidavits for British Columbia

7. EXECUTION(S): The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s)

Officer Signature(s)

GEORGE LEE  
Barrister & Solicitor  
Crystal Office Tower  
Unit 608 - 4538 Kingsway  
Burnaby, BC, Canada, V5H 4T9  
Tel: 604-681-1611  
(as to both signatures)

Execution Date		
Y	M	D
20	04	21

Transferor(s) Signature(s)

Zhi Hong Chu

Tie Feng Fu

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

FORM\_DE08EN\_V20

**LAND TITLE ACT  
FORM DECLARATION**

**Related Document Number:**

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

RAJEEV	Digitally signed by
kapur	RAJEEV kapur
QWL4KU	QWL4KU
	Date: 2020.04.28
	20:10:00 -07'00'

I have in my possession a Form F, Certificate of Payment under the Strata Property Act, that is for the Strata lot(s) specified in the accompanying document or in the related document noted above. I confirm that the Form F is current for the purposes of Section 115(2) of the Strata Property Act and that it has been signed on behalf of the Strata Corporation. The Form F states that no money is owing to the strata corporation or where money is owing, that the provisions of Section 114, Strata Property Act, have been met or that arrangements satisfactory to the strata corporation have been made to pay the money owing.

**NOTE:**

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.





**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

HONG LIU  
MENG RUI LI a.k.a. MENGRUI LI

AND:

JIAN JIN  
YU WEN NIAN

This is Exhibit C referred to in the  
affidavit of Suzanne Volkow  
made before me on this 19<sup>th</sup>  
day of May 20 20  
.....  
A Commissioner for taking  
Affidavits for British Columbia

PLAINTIFFS

DEFENDANTS

**NOTICE OF CIVIL CLAIM**

**This action has been started by the Plaintiffs for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiffs and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the Plaintiff(s).

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service.
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service.
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## CLAIM OF THE PLAINTIFF(S)

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff Ms. Liu is a businesswoman who resides at 3456 W 39<sup>th</sup> Ave, Vancouver, B.C.
2. The Plaintiff Ms. Li is Ms. Liu's stepdaughter, and also resides at 3456 W 39<sup>th</sup> Ave, Vancouver, BC. Ms. Liu has a general power of attorney for Ms. Li dated January 30, 2017.
3. The Defendant Jian Jin is a businessman, having an address for service at #306-788 Beatty Street, Vancouver, British Columbia.
4. The Defendant Yu Wen Nian is a businesswoman, having an address for service at 1139 West 21<sup>st</sup> Street, North Vancouver, British Columbia.
5. At all times material to this action, Ms. Nian was the spouse of Mr. Jin.
6. On or about January 10, 2018, Ms. Liu entered into loan agreements on behalf of herself (the "**Liu Loan Agreement**") and on behalf of Ms. Li (the "**Li Loan Agreement**" and, together with the Liu Loan Agreement, the "**Loan Agreements**") with Mr. Jin, Eagle Q Partners Inc. (of which Mr. Jin is the sole director) and Zhihong Chu (collectively, the "**Borrowers**").
7. Each of the Li Loan Agreement and the Liu Loan Agreement provided for a loan in the principal amount of \$3,000,000 with a 2% annual interest rate (together, the "**Loans**").

8. On or about January 10, 2018, Ms. Liu caused \$6 million to be advanced to the Borrowers by way of two bank drafts, each in the amount of \$3 million.

9. At all material times, Ms. Nian was aware of Mr. Jin's indebtedness to the Plaintiffs pursuant to the Loan Agreements.

10. At all material times prior to January 24, 2018, the Defendant Mr. Jin was the registered owner of lands and premises situated in the City of North Vancouver, with a municipal address of 1139 West 21<sup>st</sup> Street, legally described as follows:

Lot 8 Block 17 District Lot 552  
Plan 4684  
PID: 011-408-065

(the "**Lands**").

11. On or about January 22, 2018, Mr. Jin executed a Transfer of an Estate in Fee Simple (the "**Transfer**") to Ms. Nian of his interest in the Lands for the stated consideration of "\$1.00 with love and affection."

12. The Transfer was deposited for registration in the Vancouver Land Title Office on January 22, 2018 under No. CA6581637, and the registration was entered in the Vancouver Land Title Office on January 24, 2018.

13. On or about May 23, 2019, the parties to the Loan Agreements as well as Tie Feng Fu, the spouse of Ms. Chu, entered into two written amending agreements (together, the "**Amending Agreements**") which amended the terms of the Loan Agreements. Pursuant to the Amending Agreements, Mr. Fu unconditionally guaranteed the obligations of the Borrowers under the Loan Agreements.

14. Ms. Nian was also included as an additional party to the Amending Agreements as a guarantor of the Borrowers' obligations to the Plaintiffs, but Ms. Nian did not execute either of the Amending Agreements.

15. Pursuant to the Amending Agreements, it was agreed that the Borrowers' obligations would be secured by, among other things, a mortgage of the Lands. Schedule B to the Amending

Agreements, "Disclosure of Borrower's Assets List" lists the Lands as "personal collateral and business assets" of the Borrowers.

16. At all material times, Mr. Jin, to the knowledge of Mr. Jin and Ms. Nian was insolvent or unable to pay his debts in full, or on the eve of insolvency.

17. No consideration was advanced by Ms. Nian to Mr. Jin for the Transfer, or, in the alternative, the consideration was inadequate in relation to the value of the Lands, and the Transfer was a disposition of property made voluntarily and with the intent to defeat, delay, hinder, prejudice, or defraud the creditors of Mr. Jin, including the Plaintiffs, of their just and lawful remedies against Mr. Jin and his property.

18. In the alternative, the Transfer was granted in consideration for previously unsecured obligations or indebtedness of Mr. Jin to Ms. Nian, particulars of which are unknown to the Plaintiffs, and the Transfer was granted in order to give Ms. Nian a preference over other creditors of Mr. Jin, including the Plaintiffs.

## **Part 2: RELIEF SOUGHT**

1. A declaration that the Transfer is null and void under the provisions of the *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163, or, in the alternative, under the *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164.

2. A certificate of pending litigation.

3. Costs of this action.

4. Such further and other relief as to this Honourable Court may seem just.

## **Part 3: LEGAL BASIS**

1. Mr. Jin made a disposition of property to Ms. Nian for no or inadequate consideration, with the intent to delay, hinder, or defraud the Plaintiffs of their just and lawful remedies.

2. Alternatively, Mr. Jin, voluntarily or by collusion with Ms. Nian, preferred Ms. Nian over other creditors, including the Plaintiffs, at a time when Mr. Jin was in insolvent circumstances, unable to pay his debts in full, or knew that he was on the eve of insolvency.

3. Pursuant to the *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163, and the *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164, the disposition of property is void and of no effect against the Plaintiff.

Plaintiff(s') address for service: Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, B.C. V6C 0A3

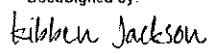
Fax number address for service (if any): n/a

E-mail address for service (if any): n/a

Place of trial: Vancouver

The address of the registry is: 800 Smithe Street  
Vancouver, BC V6Z 2E1

Dated: 06-May-2020

DocuSigned by:  
  
Signature of Lawyer for Plaintiff  
Kibben Jackson

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

## APPENDIX

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

The Defendant Mr. Jin made a disposition of property to the Defendant Ms. Nian contrary to the provisions of the *Fraudulent Conveyance Act* and/or the *Fraudulent Preference Act*.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

1. *Fraudulent Conveyance Act*, R.S.B.C. 1996, c. 163; and
2. *Fraudulent Preference Act*, R.S.B.C. 1996, c. 164.

The Solicitors for the Plaintiffs are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 2900 - 550 Burrard Street, Vancouver B.C. V6C 0A3 Telephone: 604 631 3131 Facsimile: 604 631 3232. (Reference: Kibben Jackson/ 321730.00001)

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

FEB 12 2020

No. S 201625  
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

Between:

DINGSHOU HUANG and CONGLIN ZHANG

This is Exhibit D referred to in the  
affidavit of Suzanne Volkow  
made before me on this 19th  
day of May 2020

Plaintiffs

And

A Commissioner for taking  
Affidavits for British Columbia

CHRIS JIN, WESTSIDE PREPARATORY SOCIETY, EAGLE Q PARTNERS INC.,

AMANDA DA SILVA, and GALYNA VOLYANSKA

Defendants

NOTICE OF CIVIL CLAIM

12FEB20 2000383 RISE 200701  
197 5201625

This action has been started by the plaintiffs for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiffs.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiffs and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim.

A response to civil claim must be filed and served on the plaintiffs,

(a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

(b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,

(c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF THE PLAINTIFFS

#### Part 1: STATEMENT OF FACTS

1. The Plaintiff Dingshou Huang ("Huang") is an individual with an address for service at 20<sup>th</sup> Floor, 250 Howe Street, Vancouver, BC, V6C 3R8.
2. The Plaintiff Conglin Zhang ("Zhang") is an individual with an address for service at 20<sup>th</sup> Floor, 250 Howe Street, Vancouver, BC, V6C 3R8.
3. The Defendant Chris Jin, also known as Jian Jin, is an individual with an address at 788 Beatty Street, Vancouver, BC, V6B 2M1.
4. The Defendant Eagle Q Partners Inc. ("Eagle Q") is a corporation incorporated pursuant to the laws of British Columbia with a registered office located at Suite 306 – 788 Beatty Street, Vancouver, BC, V6B 2M1.
5. The Defendant Westside Preparatory Society is a Society incorporated pursuant to the laws of



British Columbia with a registered office located at 788 Beatty Street, Vancouver, BC, V6B 2M1.

6. The Defendant Westside Preparatory Society operates and controls an unincorporated association known as the Westside School, with an address at 788 Beatty Street, Vancouver, BC, V6B 2M1.

7. The Defendants Eagle Q and Westside Preparatory Society and the Westside School are affiliated and related entities, with shared control and ownership.

8. The Defendant Chris Jin is the Founder, President, and controlling mind of Eagle Q. The Defendant Chris Jin is the Chairman of the Board of Governors of the Westside Preparatory Society and Vice Chairman of the Westside School. The Defendant Chris Jin is named in this action in both his personal capacity and in a representative capacity as Vice Chairman of the Westside School.

9. The Defendant Amanda Da Silva is the Chief Executive Officer of the Westside School and a member of the Board of Governors of the Westside Preparatory Society. The Defendant Amanda Da Silva is named in this action on her own behalf as Chief Executive Officer of the Westside School and in a representative capacity on behalf of all other members of the Westside School.

10. The Defendant Galyna Volyanska is the Head of School of the Westside School and a member of the Board of Governors of the Westside Preparatory Society. The Defendant Galyna Volyanska is named in this action on her own behalf as Head of School of the Westside School and in a representative capacity on behalf of all other members of the Westside School.

11. The Plaintiffs are citizens of the People's Republic of China and wished to obtain Canadian Permanent Resident Visas.

12. In approximately February 2015 the Defendant Chris Jin was introduced to the Plaintiffs by a mutual acquaintance. The Defendant Chris Jin falsely represented to the Plaintiffs that he was a registered Immigration Consultant and that he could assist the Plaintiffs with obtaining Canadian permanent resident status.

13. On or about April 16, 2015, the Plaintiff Huang and the Defendants Eagle Q and Westside Preparatory Society and the Westside School entered into a Service Agreement. In exchange for the payment of consideration provided by the Plaintiff Huang, the Defendants agreed to act as the Plaintiff's

agent and agreed to represent the Plaintiff and carry out all necessary actions on behalf of the Plaintiff in order to apply for and obtain a Canadian Permanent Resident Visa, including registration in the BC Express Entry Program (collectively referred to as the "Immigration Application"). The obligations of the Defendants included, *inter alia*, the preparation and submission of the appropriate application materials to Canadian and BC governmental authorities and tracking the progress of the application. The Defendants covenanted with the Plaintiff Huang that approval from the BC Government would be obtained, and the Defendants agreed to refund the full amount of all payments made by the Plaintiff Huang in the event that approval of the Immigration Application was not granted by the BC Government.

14. On or about May 29, 2016, the Plaintiff Zhang and the Defendants Eagle Q and Westside Preparatory Society and the Westside School entered into a Service Agreement. In exchange for the payment of consideration provided by the Plaintiff Zhang, the Defendants agreed to act as the Plaintiff's agent and agreed to represent the Plaintiff and carry out all necessary actions on behalf of the Plaintiff in order to apply for and obtain a Canadian Permanent Resident Visa, including registration in the BC Express Entry Program (collectively referred to as the "Immigration Application"). The obligations of the Defendants included, *inter alia*, the preparation and submission of the appropriate application materials to Canadian and BC governmental authorities and tracking the progress of the application. The Defendants covenanted with the Plaintiff Zhang that approval from the BC Government would be obtained, and the Defendants agreed to refund the full amount of all payments made by the Plaintiff Zhang in the event that approval of the Immigration Application was not granted by the BC Government.

15. The Plaintiffs were completely unfamiliar with Canadian immigration requirements, and were wholly dependent upon the Defendants for preparation and submission of their Immigration Applications.

16. Pursuant to the payment schedules set out in the Service Agreements, each Plaintiff provided a series of payments to Eagle Q, the Westside Preparatory Society, and the Westside School in the period between April 2015 and February 2017. Each Plaintiff made a total payment of \$450,000 Cdn. to Eagle Q, the Westside Preparatory Society, and the Westside School.

17. Following the execution of the Service Agreements and up until mid-2019 the Plaintiffs repeatedly asked the Defendant Chris Jin for updates on the status of their Immigration Applications. The

Defendant Chris Jin repeatedly and falsely represented to the Plaintiffs that he had submitted all of the required materials, that he was diligently working to complete the application process and that he was in contact with Canadian and Provincial governmental officials.

18. The Defendant Chris Jin fraudulently and falsely represented to the Plaintiffs that he had obtained registration for the Plaintiffs in the Provincial Nominee Program, and provided the Plaintiffs with falsified documents dated March 14, 2016 (Huang) and December 6, 2016 (Zhang) purporting to be "Confirmation of Nomination" in the Provincial Nominee Program.

19. The Defendant Chris Jin arranged for the Plaintiff Huang to undergo a medical examination on or about November 28, 2016. The Defendant Chris Jin falsely and fraudulently advised the Plaintiff that he had submitted the results of the medical examination as part of the Plaintiff's Immigration Application. At no time did the Defendant submit the results of said medical examination to any immigration official or department.

20. The Defendant Chris Jin arranged for the Plaintiff Zhang to undergo a medical examination on or about August 16, 2017. The Defendant Chris Jin falsely and fraudulently advised the Plaintiff that he had submitted the results of the medical examination as part of the Plaintiff's Immigration Application. At no time did the Defendant submit the results of said medical examination to any immigration official or department.

21. The Defendant Chris Jin on several occasions fraudulently and falsely provided documents to the Plaintiffs, which purported to be communications from Federal and Provincial governmental officials regarding the progress of the Plaintiffs' Immigration Applications, including a purported email from Immigration, Refugees and Citizenship Canada to the Plaintiffs dated October 30, 2018.

22. In February 2019 the Plaintiffs travelled to Vancouver on the assurance from the Defendant Chris Jin that the appropriate immigration visas were in place to facilitate the Plaintiffs' landing in Canada. On the scheduled landing day the Defendant Chris Jin advised the Plaintiffs that new rules regarding landing had recently been implemented, and as a result the Plaintiffs were unable to land as immigrants, but were able to enter Canada on visitor visas. On February 13, 2019 the Defendant provided the Plaintiffs with a document purportedly from Immigration, Refugees and Citizenship Canada, which stated that the landing procedure in Canada had recently changed. This was a false

and fraudulent document, and in fact the Plaintiffs were unable to land in Canada as immigrants because the Plaintiff had not prepared and submitted any documents to support the Immigration Applications.

23. Chris Jin knew that all of the false and fraudulent representations made by him were in fact false, or in the alternative he was reckless as to whether the representations were true or false. The Defendant Chris Jin intended that the Plaintiffs rely upon those representations, and the Plaintiffs did in fact rely on these false representations when entering into the Service Agreements and when making payments to the Defendants, as the Plaintiffs believed that the Defendant Chris Jin was a registered Immigration Consultant and that the Defendants had prepared and submitted the necessary materials to support their Immigration Applications. The Plaintiffs suffered loss and damages as a result of their reliance on these false representations.

24. On or about July 8, 2019 the Plaintiffs discovered that neither Chris Jin nor any of the Defendants were registered as Immigration Consultants in Canada.

25. On or about October 21, 2019 the Plaintiffs discovered that the Defendants had not in fact submitted any Immigration Application material of any kind to either Canadian or BC governmental officials.

26. Commencing on or about May 2019 the Plaintiffs repeatedly requested that the Defendants refund the full amount of all payments made, as per the provisions of the Service Agreements. The Defendants have repeatedly promised to provide such refunds, but have failed to do so.

27. The Plaintiffs suffered significant damages and loss as a result of the actions of the Defendants. In addition to the amounts paid pursuant to the Service Agreements, the Plaintiffs incurred costs in the amount of \$150,000 as payment for the Plaintiffs' children to attend private schools. These costs would not have been incurred if the Defendants had complied with their obligations under the Service Agreements, as the Plaintiffs' children would have been able to attend public school had the Immigration Applications been properly prepared and submitted.

28. The Plaintiffs have incurred significant out of pocket expenses as a result of the actions of the

Defendants, and the Plaintiff Zhang has incurred significant losses related to the foreign buyers tax that are a direct result of the breaches of contract and tortious actions of the Defendants.

29. The Plaintiffs and their families have suffered significant emotional distress, loss of enjoyment of life, and disruption of their family lives as a result of the actions of the Defendants.

## **Part 2: RELIEF SOUGHT**

1. The Plaintiffs claim against the Defendants:

- (a) General damages;
- (b) Special damages in an amount to be proven at trial;
- (c) Damages for breach of contract, fraud, deceit, unjust enrichment, and fraudulent misrepresentation, or in the alternative damages for negligent misrepresentation, in the amount of \$1,050,000;
- (e) Aggravated damages;
- (f) An award of punitive and exemplary damages as against the Defendant Chris Jin;
- (g) Pre-judgment and post-judgment interest in accordance with the provisions of the *Court Order Interest Act*, R.S.B.C. 1996, c. 79
- (h) Special costs, or in the alternative party and party costs; and
- (i) Such further and other relief as to this Honourable Court may deem just.

## **Part 3: LEGAL BASIS**

1. The Defendants breached the Service Agreements by failing to prepare and submit the Immigration Applications as required by the Service Agreements, and by failing to refund the amounts paid by the

Plaintiffs upon failure by the Defendants to obtain approval of the Plaintiffs' Immigration Applications by the BC Government.

2. The Defendant Chris Jin made false representations knowingly, without belief in their truth, or recklessly as to whether the representations were true or false. The Defendant Chris Jin intended the Plaintiffs to act in reliance on their false representations, and the Plaintiffs did rely on those false representations and suffered damages as a consequence.

3. The Defendant Chris Jin designed, orchestrated and implemented a fraudulent scheme, whereby he caused the Plaintiffs to execute the Service Agreements and make payments thereunder under false pretenses, and with the knowledge and intent to defraud the Plaintiffs.

4. The Defendant Chris Jin committed the tort of deceit by intentionally making false representations of fact and suppressing facts, making such representations with knowledge of their falsity, making such representations with the intention that the Plaintiffs would rely upon them, the Plaintiffs acting upon such representations and suffering loss and damage as a result of doing so.

5. As a result of the actions of the Defendants, the Defendants have been unjustly enriched, the Plaintiffs have suffered a corresponding deprivation, and there is no juristic reason for their enrichment.

6. The Plaintiffs have suffered damages as a result of the breaches of contract, fraud, deceit, unjust enrichment, and fraudulent misrepresentation of the Defendants.

7. The actions of the Defendant Chris Jin have been malicious, oppressive, or high-handed and demonstrated a complete disregard for the rights and interests of the Plaintiffs. As such, an award of exemplary and punitive damages is warranted as against the Defendant Chris Jin.

Plaintiffs' address for service:      Dentons Canada LLP  
20<sup>th</sup> Floor, 250 Howe Street  
Vancouver, BC  
V6C 3R8

E-mail address for service:      joe.sebestyen@dentons.com

Place of trial: Vancouver, BC

The address of the registry is: 800 Smithe Street  
Vancouver, BC  
V6Z 2E1

Date: February 11, 2020

  
\_\_\_\_\_  
Signature of lawyer for the Plaintiffs

Joe Sebestyen

Rule 7-1 (1) of the *Supreme Court Civil Rules* states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

#### APPENDIX

##### Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is an action for damages for breach of contract, fraud, deceit, unjust enrichment, and fraudulent misrepresentation.

##### Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice

another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

LIST ENACTMENTS BEING RELIED ON. DO NOT LIST MORE THAN THREE ENACTMENTS.



This is Exhibit E referred to in the  
affidavit of Suzanne Volkow  
made before me on this 19th  
day of May 2020

FEB 24 2020



.....  
A Commissioner for taking  
Affidavits for British Columbia VANCOUVER REGISTRY

NO. S-202100

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CAI YUN LI

PLAINTIFF

AND:

JIAN JIN, ZHIHONG CHU, EAGLE Q PARTNERS INC. AND  
WESTSIDE PREPARATORY SOCIETY

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

- (d) if the time for response to civil claim has been set by order of the court, within that time.

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff Caiyun Li is an individual with an address for service at Murphy Battista 2020 – 650 West Georgia Street, Vancouver, British Columbia, V6B4N7.
2. The Defendant Jian Jin also known as Chris Jin is an individual with an address at 788 Beatty Street, Vancouver, BC, V6B 2M1.
3. The Defendant Zhihong Chu also known as Alice Chu is an individual with an address at 788 Beatty Street, Vancouver, BC, V6B 2M1.
4. The Defendant Eagle Q Partners Inc. ("Eagle Inc.") is a corporation incorporated pursuant to the laws of British Columbia with a registered office located at Suite 306 - 788 Beatty Street, Vancouver, BC, V6B 2M1.
5. The Defendant Westside Preparatory Society ("Society") is a society incorporated pursuant to the laws of British Columbia with a registered office located at 788 Beatty Street, Vancouver, BC, V6B 2M1.
6. The Society and Eagle Inc. own and operate a private school commonly known as the Westside School (the "School") with an address located at 788 Beatty Street, Vancouver, BC, V6B 2M1.
7. The Defendant Jian Jin is the Founder, President, and controlling person of Eagle Inc., the Society and the School.
8. The Defendant Zhihong Chu is the Chief Financial Officer of Eagle Inc., the Society and the School.
9. On May 29, 2016 pursuant to a \$200,000 loan agreement the Plaintiff lent \$200,000 to all the Defendants repayable on demand (the "Loan 1"). The Loan required the Defendants to make monthly interest payments at an annual rate of 12% and failure to make an interest payment would create a default requiring the Defendants to repay the \$200,000 and interest forthwith.
10. On January 10, 2018 pursuant to a \$300,000 loan agreement the Plaintiff lent \$300,000 to all the Defendants repayable on demand (the "Loan 2"). The Loan required the Defendants to make monthly interest payments at an annual rate of 12% and failure to make an interest payment would create a default requiring the Defendants to repay the \$300,000 and interest forthwith.

11. In 2019, the Defendants breached the \$200,000 and \$300,000 loan agreements by ceasing to pay the monthly interest of \$5,000 for seven months. No interest payments have been made in 2020 and the total overdue interest at January 31, 2020 is \$40,000.
12. The Plaintiff has demanded repayment of Loan 1 for \$200,000 and Loan 2 for \$300,000 plus unpaid interest and the Defendants have refused or neglected to pay same and that such failure constitutes a breach of the \$200,000 and \$300,000 Loan Agreements.

## Part 2: RELIEF SOUGHT

The Plaintiff seeks against the Defendants:

1. Damages in the sum of \$500,000 related to the unpaid Loan 1 and Loan 2;
2. Interest in the sum of \$40,000;
3. Interest pursuant to the *Court Order Interest Act*;
4. Costs; and
5. Such further and other relief as to this Honourable Court may deem fair.

## Part 3: LEGAL BASIS

1. The Defendants are in breach of contract relating to Loan 1 and Loan 2.

Plaintiff's address for service:

Murphy Battista  
2020-650 West Georgia Street  
Box 11547 Vancouver Centre  
Vancouver, B.C., Canada V6B 4N7

Fax number address for service: (604) 683-5084

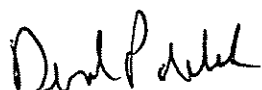
E-mail address for service: palaschuk@murphybattista.com

Place of trial: Vancouver, B.C.

The address of the registry is:

The Law Courts  
800 Smithe Street  
Vancouver, B.C. V6Z 2E1

Date: February 24, 2020

  
\_\_\_\_\_  
Derek Palaschuk,  
Solicitor for the Plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

## APPENDIX

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

The Plaintiff claims against the Defendants for a breach contract relating to two demand loans which the Defendants are in default of.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other uses concerning the probate of an estate
- a matter not listed here

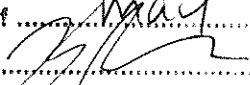
**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*Court Order Interest Act*

This Notice of Civil Claim is prepared and filed by Derek Palaschuk of the firm Murphy Battista, whose place of business and address is 2020 – 650 West Georgia Street, Vancouver, BC V6B 4N7 Tel No (604) 683-9621.

This is Exhibit F referred to in the  
affidavit of Suzanne Volkow  
made before me on this 19th  
day of May 2020  
  
A Commissioner for taking  
Affidavits for British Columbia



*In the Supreme Court of British Columbia*

between:

Peng Cheng Yang and Xin Yang

Plaintiffs

And:

Eagle Q Partners Inc., Westside Preparatory Society, 0946664 B.C. Ltd.  
Jian Jin also known as Chris Jin, Zhi Hong Chu also known as Alice Chu,  
and Yu Wen Nian

Defendants

**NOTICE OF CIVIL CLAIM**

**This action has been started by the Plaintiffs for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must,

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to the civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiffs.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiffs and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim.**

A response to civil claim must be filed and served on the plaintiffs,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the Court, within that time.

## CLAIM OF THE PLAINTIFFS

### **Part 1: STATEMENT OF FACTS**

1. The Plaintiffs are businesspersons having an address for delivery at #300-5900 No. 3 Road, Richmond, B.C. V6X 3P7.
2. The Defendant, Eagle Q Partners Inc., is a corporation duly registered under the laws of the Province of British Columbia, having its address of #306-788 Beatty Street, Vancouver, B.C. V6B 2M1 ("EQ"). The Defendant, Jian Jin, is the founder, President and controlling mind of EQ. The Defendant, Zhi Hong Chu, is a director and Chief Financial Officer of EQ. Between July, 2017 and September, 2019, Zhi Hong Chu was a director, Chief Executive Office and Chief Financial Officer of EQ.
3. The Defendant, Westside Preparatory Society, is a society duly registered under the laws of the Province of British Columbia, having its address of #306-788 Beatty Street, Vancouver, B.C. V6B 2M1 ("Westside"). Westside owns and operates a school located at 788 Beatty Street, Vancouver, B.C. catering to local and foreign students under the name "Westside School". The Defendant, Zhi Hong Chu, a director and was the Financial Manager of Westside between July, 2017 and September, 2019.
4. The Defendant, 0946664 B.C. Ltd. is a company duly registered under the laws of the Province of British Columbia having its address of 950-1140 West Pender Street, Vancouver, B.C. V6E 4G1. 0946664 B.C. Ltd. is the company that manages Westside. EQ is the primary operating mind of 0946664 B.C. Ltd.
5. The Defendant, Jian Jin also known as Chris Jin, is an executive residing at 1139 West 21st Street, North Vancouver, B.C. V7P 2C7 ("Jin").
6. The Defendant, Zhi Hong Chu also known as Alice Chu, is an executive residing at 40-6511 Chambord Place, Vancouver, B.C. V5S 4P2 ("Chu").
7. The Defendant, Yu Wen Nian, is a businessperson residing at 1139 West 21st Street, North Vancouver, B.C. V7P 2C7 ("Nian").



### **THE SHARE PURCHASE AGREEMENT**

8. In or about April, 2016, Jin approached an agent for Xin Yang, claiming that EQ had a controlling share interest in Westside. Jin claimed that the revenue for Westside was in the range of \$6,000,000 and that it paid its shareholders a 10% dividend.

9. Also in or about April, 2016, Chu approached an agent for Xin Yang, and made similar representations concerning Westside's financial status as those made by Jin.

10. Relying on the representations of Jin and Chu, on May 26, 2016, Xin Yang agreed to purchase 1.5 million shares of EQ at \$1.50 per share for a total purchase price of \$2,250,000 ("Share Purchase Agreement #1"). Share Purchase Agreement #1 contained a provision that EQ would repurchase the shares purchased at the option of Xin Yang after one year had passed.

11. EQ and Jin represented and warranted that EQ would pay dividends in respect of Share Purchase Agreement #1 in the amount of \$50,625.00 for the period from October 1, 2017 and December 31, 2017 and \$405,000.00 for the period from January 1, 2018 to December 31, 2019, which amounts have not been paid.

### **LOAN AGREEMENTS**

12. In July, 2016, Jin and Chu requested a loan from Xin Yang on behalf of Westside in order for Westside to acquire another school. Based on the representations of Jin and Chu respecting Westside's financial status, Xin Yang agreed to lend \$3,000,000.00 to Westside. This loan was provided on August 1, 2016 for a three month period to October 31, 2016 at a quarterly interest rate of 5% ("Loan Agreement #1"). It was extended for an additional three months to January 31, 2017 with a quarterly interest rate of 5% ("Loan Agreement #2").

13. Loan Agreement #2 was extended, by agreement, to April 30, 2018 with an annual interest rate of 8% (Loan Agreement #3).

14. In June, 2017, Jin and Chu represented to Peng Cheng Yang that they, Westside and EQ required additional funds to buy another school. Acting on their warranties and representations, Yang lent \$3,500,000.00 to EQ on June 29, 2017, at an annual interest rate of 8% ("Loan Agreement #4"). EQ is the parent company of Westside.

15. Between June, 2017 and May, 2018, Loan Agreement #3 and Loan Agreement #4 remained unpaid. Since May, 2018, \$950,000.00 has been repaid towards Loan Agreement #3.

### **PROMISSORY NOTES**

16. On July 31, 2019, Westside and Xin Yang entered into a Promissory Note with similar terms and conditions as those outlined in Loan Agreement #1, Loan Agreement #2 and Loan Agreement #3 with the proviso that Jin and Chu both pledged 2,000,000 shares in EQ to Xin Yang and 0946664 B.C. Ltd. pledged 32% of its outstanding shares to Xin Yang to hold as collateral ("Promissory Note #1"). Promissory Note #1 provided that Westside would repay \$3,000,000.00 to Xin Yang with interest at 8% per annum from May 1, 2017 to October 31, 2019 and 10% per annum interest thereafter.

17. Jin, Chu and 096664 B.C. Ltd. have failed to deliver to Xin Yang the shares contemplated in Promissory Note #1.

18. On July 31, 2019, the Plaintiffs and Jin, Chu, EQ, and 0946664 B.C. Ltd. signed a Promissory Note directed at repayment at the \$3,500,000.00 borrowed in relation to Loan Agreement #4 ("Promissory Note #2"). Promissory Note #2 provided for interest to be paid at the annual rate of 8% until December 31, 2019 and 10% per annum thereafter. Promissory Note #2 also provided for a mortgage against Nian's interest in certain real property, as well as posting of shares in 0946664 B.C. Ltd. by 0946664 B.C. Ltd. as collateral for the benefit of Peng Cheng Yang and for Chu to post 1,000,000 shares of EQ to the benefit of Peng Cheng Yang.

19. On July 31, 2019, Jin, on behalf of EQ, signed an agreement that EQ would repurchase the shares referred to in Share Purchase Agreement #1 for the previously agreed price of \$2,250,000.00 ("Share Purchase Agreement #2").

**Part 2: RELIEF SOUGHT**

1. Judgment against Eagle Q Partners Inc. and Jian Jin in the amount of \$8,255,625.00 plus interest as follows:

- a. \$2,250,000.00 plus pre-judgment interest pursuant to the *Court Order Interest Act* interest from May 26, 2017;
- b. \$455,625.00 representing dividends not paid by EQ and Jin;
- c. \$2,050,000.00 plus interest as follows:
  - i. 5% quarterly interest between August 1, 2016 and October 31, 2016;
  - ii. 5% quarterly interest between November 1, 2016 and January 31, 2017; and
  - iii. 8% annual interest on February 1, 2017 and until the date of judgment.
- d. \$3,500,000.00 plus interest as follows:
  - i. 8% annual interest from August 1, 2019 to December 31, 2019; and
  - ii. 10% annual interest after January 1, 2020.

2. Judgment against Zhi Hong Chu in the amount of \$5,550,000.00 as follows:

- a. \$2,050,000.00 plus interest as follows:
  - i. 5% quarterly interest between August 1, 2016 and October 31, 2016;
  - ii. 5% quarterly interest between November 1, 2016 and January 31, 2017; and
  - iii. 8% annual interest on February 1, 2017 and until the date of judgment.

- b. \$3,500,000.00 plus interest as follows:
  - i. 8% annual interest from August 1, 2019 to December 31, 2019; and
  - ii. 10% annual interest after January 1, 2020.
  
3. Judgment against Westside Preparatory Society in the amount of \$2,050,000.00 plus interest as follows:
  - i. 8% annual interest from May 1, 2017 to October 31, 2019; and
  - ii. 10% annual interest after October 31, 2019.
  
4. Judgment against 0946664 B.C. Ltd. in the amount of \$3,500,000.00 plus interest as follows:
  - i. 8% annual interest from August 1, 2019 to December 31, 2019; and
  - ii. 10% annual interest after January 1, 2020.
  
5. Judgment against Yu Wen Nian in the amount of \$1,500,000.00 plus interest as follows:
  - i. 8% annual interest from August 1, 2019 to December 31, 2019; and
  - ii. 10% annual interest after January 1, 2020.
  
6. An accounting for funds received by Westside Preparatory Society from the other Defendants in respect of the funds advanced herein and a declaration that such funds are being held in trust on behalf of the Plaintiffs.
  
7. Post-judgment interest pursuant to the provisions of the *Court Order Interest Act*.
  
8. Costs.
  
9. Such further and other relief as to this Honourable Court may seem just.

**Part 3: LEGAL BASIS**

1. The Defendants Eagle Q Partners Inc., Westside Preparatory Society, 0946664 B.C. Ltd. Jian Jin, Zhi Hong Chu, and Yu Wen Nian borrowed money from the Plaintiffs or either of them.

2. Although some of the funds have been repaid, the balance remains outstanding as described herein.

3. The Plaintiffs relied upon the representations and warranties of Jian Jin and Zhi Hong Chu in lending money to the Defendants and the other Defendants benefitted from the funds advanced to Eagle Q Partners Inc., Westside Preparatory Society and 0946664 B.C. Ltd.

Plaintiff's address for service:

c/o Mark B. Thompson  
Barrister & Solicitor  
#300-5900 No. 3 Road  
Richmond, B.C. V6X 3P7

Fax number address for service: 604-677-6124

E-mail address for service: markthompsonlaw@gmail.com

Place of trial: Vancouver, B.C.

The address of the registry is: 800 Smithe Street, Vancouver, B.C. V6Z 2E4



Dated: March 18, 2020

\_\_\_\_\_  
Signature of the lawyer for the Plaintiffs  
Mark B. Thompson

Rule 7-1 (1) of the *Supreme Court Civil Rules* states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

## APPENDIX

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM**

1. Breach of contract.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A dispute concerning:

the lending of money.

**Part 3: THIS CLAIM INVOLVES:**

none of the above.

**Part 4:**

None.

Form 11 (Rule 4-5(2))

**ENDORSEMENT ON ORIGINATING PLEADING OR  
PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The Petitioner claims the right to serve this Notice of Civil Claim on the Defendants outside British Columbia on the ground that the claim concerns contractual obligation and the contractual obligations, to a substantial extent, were to be performed in British Columbia.



This is Exhibit 9 referred to in the  
 affidavit of Suzanne Volkow  
 made before me on this 19th  
 day of May 2020  
 A Commissioner for taking  
 Affidavits for British Columbia

035

Court File No. **VLC-S-S-204289**  
 No. \_\_\_\_\_  
 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

YONGYUE YU

PLAINTIFF

AND:

WESTSIDE PREPARATORY SOCIETY (THE WESTSIDE SCHOOL),  
 JIAN JIN AND 0946664 BC LTD.

DEFENDANTS

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**CLAIM OF THE PLAINTIFF**

**Part 1: STATEMENT OF FACTS**

**The Parties**

1. The plaintiff, Yongyue Yu, is an individual residing at 365 Glynde Avenue, Burnaby, British Columbia, V5B 3J5 (“Yu”).
2. The defendant, Westside Preparatory Society (the Westside School), is a society registered pursuant to the laws of the Province of British Columbia, having an office at #303 - 788 Beatty Street, Vancouver, British Columbia V6B 2M1 (“Westside”).
3. The defendant, Jian Jin, is an individual residing at 1139 West 21<sup>st</sup> Street W., North Vancouver, British Columbia, V7P 2C7 (“Jin”).
4. The defendant, 0946664 B.C. Ltd., is a corporation incorporated pursuant to the laws of the Province of British Columbia, having a registered and records office at



#900 - 900 West Hasting Street, Vancouver, British Columbia, V6C 1E5 (the "Numbered Company").

### The Initial Loan Agreement

5. On or about August 20, 2019, Westside executed a promissory note in favour of Yu with a principal amount of CAD\$100,000 and USD\$100,000 (the "**August 2019 Promissory Note**"). The form of promissory note was prepared by the Chief Financial Officer of Westside. Pursuant to the August 2019 Promissory Note, Westside was obliged to repay the principal amount with interest on or before August 29, 2019.
6. Jin also executed the August 2019 Promissory Note as guarantor of Westside's obligations.
7. Jin told Yu that principal advanced under the August 2019 Promissory Note was needed for Westside to purchase real property with the civic address 473 West Hastings Street, Vancouver, British Columbia (the "**Property**") pursuant to an offer to sell dated August 10, 2019.
8. Contrary to the representation by Jin to Yu, Westside did not use the principal advanced under the August 2019 Promissory Note to purchase the Property.
9. Westside failed to repay the principal or interest under the August 2019 Promissory Note on August 29, 2019, and did not repay the principal or interest at all, despite demands by Yu for payment.
10. On December 3, 2019, Yu, Westside, Jin and the Numbered Company agreed to replace the August 2019 Promissory Note with a new promissory note in the principal amount of CAD\$155,000 and USD\$100,000.
11. The replacement promissory note was executed by the parties on or about January 10, 2020, with an effective date of December 3, 2019 (the "**December 2019 Promissory Note**"). The form of the December 2019 Promissory Note was again prepared by the Chief Financial Officer of Westside.

12. Under the December 2019 Promissory Note, repayment of the principal is required by December 3, 2020. Interest is payable on the first day of each calendar month during the term, compounded monthly, at 10% *per annum* if the principal is repaid before June 3, 2020 and at 20% *per annum* in the event of default, maturity or judgment or if the principal is repaid on or after June 3, 2020.
13. Jin and the Numbered Company both executed the December 2019 Promissory Note as guarantors of Westside's obligations.
14. Under clause 5 of the December 2019 Promissory Note, interest is due and payable on the first day of each calendar month.
15. Under clause 12 of the December 2019 Promissory Note, a default occurs if Westside breaks any of its promises or fails to make a timely payment of any amount thereunder.
16. Under clause 13(a) of the December 2019 Promissory Note, once a default occurs, Yu may demand immediate repayment of Westside's obligations.
17. In the event of default, Clause 13(b) of the December 2019 Promissory Note allows Yu to do any one or more of the following:
  - (a) demand immediate payment of Westside's obligations;
  - (b) file a notice of civil claim against Westside; and
  - (c) take all other necessary measures to compel Westside to comply with the December 2019 Promissory Note.
18. On January 1, 2020, Westside defaulted under the December 2019 Promissory Note by failing to pay interest as due.
19. Following Westside's January 1, 2020 default, Yu made several demands of Westside to comply with its obligations under the December 2019 Promissory Note.

20. In each subsequent calendar month, Westside has failed to pay interest as due or at all.
21. On March 31, 2020, Yu's lawyers sent a letter to Westside, Jin, and the Numbered Company demanding full payment of the obligations under the December 2019 Promissory Note (the "**Demand Letter**").
22. The defendants have failed to make any payments to Yu and neglected to respond to Yu's demands and the Demand Letter.
23. As of March 31, 2020, the defendants owe Yu CAD\$164,170.46 and USD\$ 105,916.43 with interest continuing to accrue at 20% *per annum*, compounded monthly, plus Yu's expenses in securing payment.
24. The December 2019 Promissory Note also requires the guarantors to pay Yu's costs of securing repayment, including but not limited to legal fees.

#### **Part 2: RELIEF SOUGHT**

1. Judgment against Westside, Jin, and the Numbered Company for the sum of CAD\$164,170.46 and the equivalent of USD\$ 105,916.43 in Canadian currency converted at the date of the judgment, plus interest at 20% *per annum* compounded monthly from and after March 31, 2020 until the date of payment;
2. General and special damages, including actual reasonable legal fees;
3. Costs; and
4. Such further and other relief as this Honourable Court may deem just.

#### **Part 3: LEGAL BASIS**

1. The defendants are liable to Yu in debt and breach of contract. Westside is liable as the primary borrower and Jin and the Numbered Company are liable as guarantors.

2. Westside's default under the December 2019 Promissory Note entitles Yu to accelerate the debt and other obligations, and to recover the debt and other obligations from Westside and from Jin and the Numbered Company as guarantors.
3. Westside's default results in interest accruing at 20% *per annum*, compounded monthly, the rate applicable in the event of default.
4. In the alternative, Westside has been unjustly enriched by retaining Yu's funds and Yu has suffered a corresponding deprivation, for which there is no juristic reason.

Plaintiff's address for service: Dean Dalke  
 DLA Piper (Canada) LLP  
 Barristers & Solicitors  
 2800 Park Place  
 666 Burrard Street  
 Vancouver, BC V6C 2Z7

Fax number address for service (if any): 604.687.1612

Place of trial: Vancouver

The address of the registry is: 800 Smithe Street  
 Vancouver, BC V6Z 2E1

April 23, 2020  
 Dated \_\_\_\_\_ DLA Piper (Canada) LLP  
 Signature of  lawyer for plaintiff  
 DLA Piper (Canada) LLP (Dean Dalke)

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists

- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4: THIS CLAIM INVOLVES:**

No. \_\_\_\_\_  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

YONGYUE YU

PLAINTIFF

AND:

WESTSIDE PREPARATORY SOCIETY (THE  
WESTSIDE SCHOOL), JIAN JIN AND 0946664 BC  
LTD.

DEFENDANTS

---

**NOTICE OF CIVIL CLAIM**

---

DLA Piper (Canada) LLP  
Barristers & Solicitors  
2800 Park Place  
666 Burrard Street  
Vancouver BC V6C 2Z7

Tel. No. 604.687.9444  
Fax No. 604.687.1612

File No. 104217-00001

DXD:pea



COVID-19

British Columbia

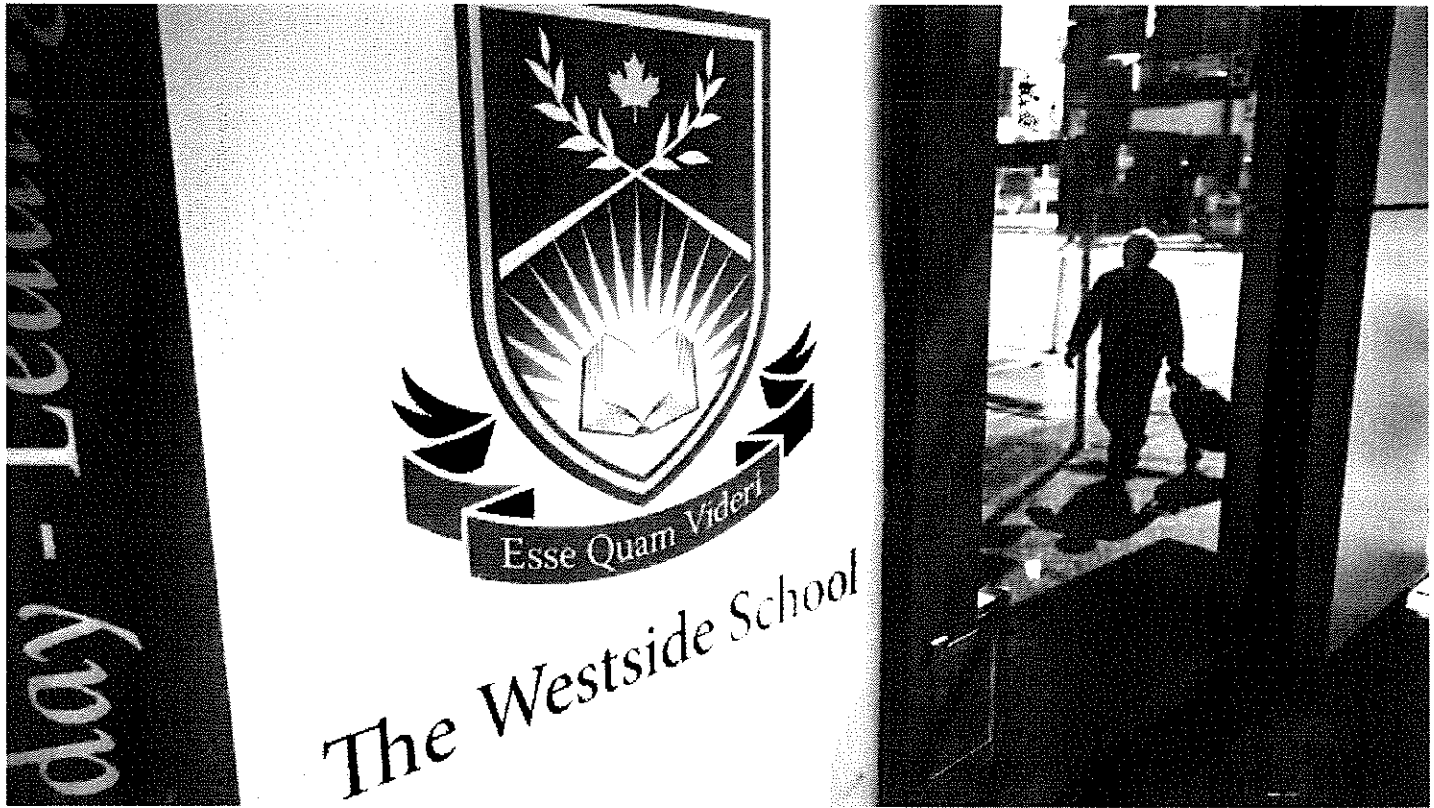
This is Exhibit .....H..... referred to in the  
 affidavit of ...*Suzanne Volkow*.....  
 made before me on this .....*19th*.....  
 day of .....*May*.....*20*.....  
*[Signature]*

More v

# Vancouver independent school struggling to pay teachers as lawsuits and confusion mount

B.C. Ministry of Education says it is monitoring situation as Westside School appeals to parents

Jason Proctor · CBC News · Posted: May 06, 2020 3:00 AM PT | Last Updated: May 6



The Westside School in downtown Vancouver is facing an uncertain financial future as the administration struggles to pay staff. The CEO told parents the school needs a substantial injection of cash to meet payroll for the end of the year. (Ben Nelms/CBC)

comments

The B.C. Ministry of Education says it is monitoring a situation involving a downtown Vancouver independent school facing serious financial problems as it struggles to pay staff and responds to a series of lawsuits demanding millions of dollars.



In a letter obtained by the CBC, the newly appointed chief executive officer of the Westside School told parents that without a "substantial injection" of cash, the independent school wouldn't be able to continue paying teachers until the end of the school year.

Graham Baldwin wrote to parents after weeks of uncertainty that have seen the school's former CEO fired and allegations of financial impropriety levelled against Chris Jin, a former director of the Westside Preparatory Society, the not-for-profit society which governs the school.

The society has been named in lawsuits accusing Jin of failing to repay hundreds of thousands of dollars in loans and promising Chinese investors he would get them permanent resident status in exchange for investment in the school.

Meanwhile, parents have been left to ponder the school's future as staff continue to teach virtual lessons despite the restrictions imposed by COVID-19.

"The current financial situation is exceedingly difficult," Baldwin wrote to parents in a letter sent out last week.

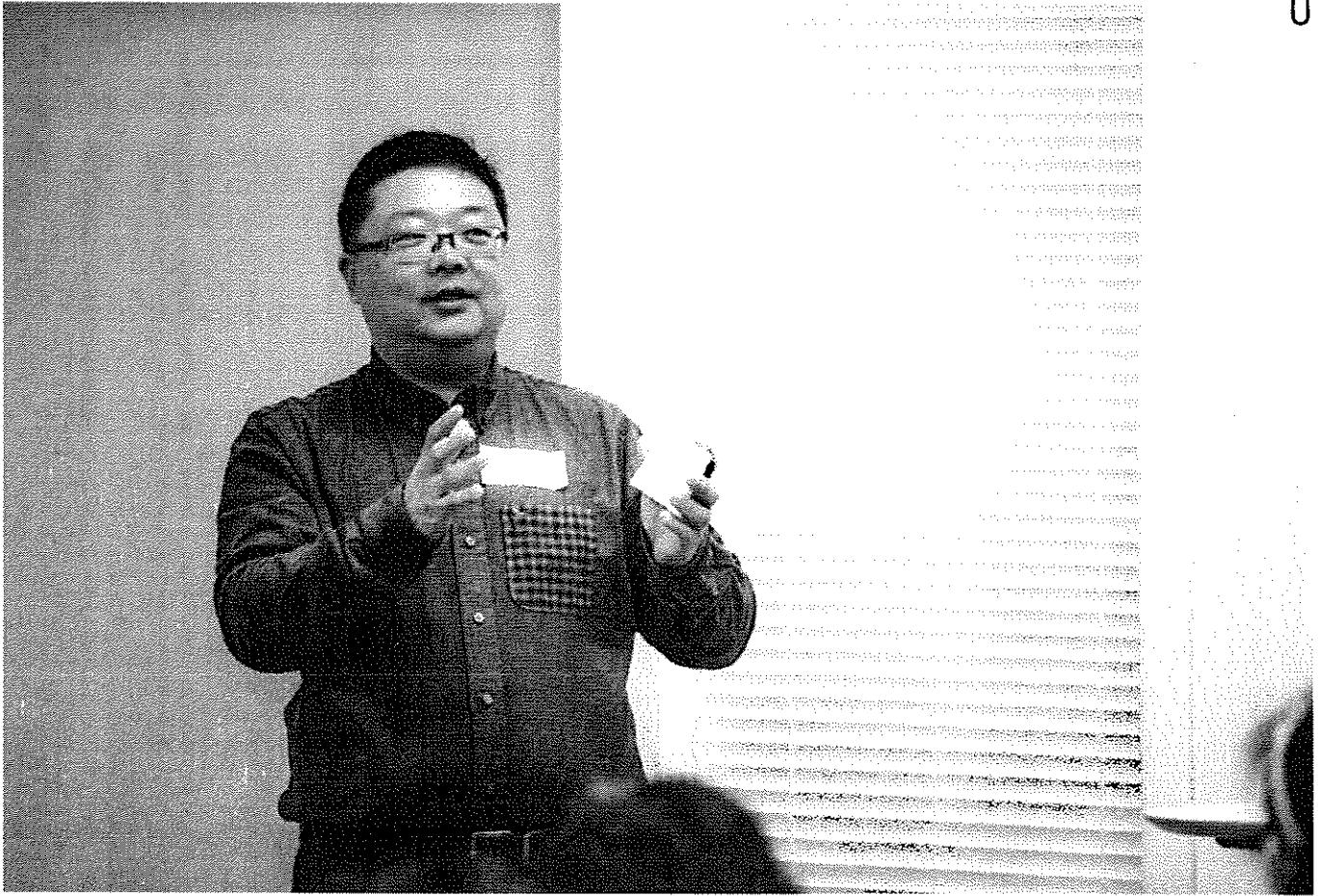
"I know that to sustain itself our school will need the urgent help of our families. My first action, therefore, must be to seek that help. Hence this appeal to you."

## **Need for investment and expertise**

According to its website, the Westside School has been in operation since 2004.

The school had an enrolment of 370 students in classes spanning kindergarten to Grade 12 as of last September.

Located close to B.C. Place, the school promises an environment that "re-imagines learning for a changing world, is a place of happy excellence and a leader in learning."



Chris Jin is the founder of Eagle Q Partners and a former director of the Westside Preparatory Society, which governs the Westside Schools. Jin is named in several lawsuits alleging financial impropriety. (Eagle Q Partners)

The Ministry of Education provided a grant to the school totalling \$943,325 for the school year ending in June 2019, up from \$720,522 the previous year.

The lawsuits allege a financial relationship between the Westside Preparatory Society and Eagle Q Partners, an education company founded by Jin.

The vice-president of Eagle Q, Donghui Li, is currently the only remaining director of the society.

In a letter sent to parents last week, Li blamed the school's financial troubles on insufficient recruitment, new rules in China which have made it difficult for investors to transfer funds, debts to the Canada Revenue Agency and significant overstaffing.

Baldwin's letter says the payroll and benefits for the school total \$221,000 bi-weekly. He says teachers have already seen their pay "delayed on several occasions" in the past year.


He goes on to say the school is in need of financial help, expertise in financial matters, non-profit or charity law and assistance making contact with "people who may be willing to provide funds to help a worthwhile school."

## Lawsuit claims investment for immigration

Neither letter makes any reference to the six lawsuits which have been filed against the Westside Preparatory Society and Chris Jin in recent months.

In responses to two of the claims, the society has denied any liability for the allegations, saying it had no knowledge of any loan agreements which might have been reached between the people who filed the claims and Jin or Eagle Q Partners.





Westside Preparatory Society is named in six lawsuits demanding the repayment of loans and investments that total millions of dollars. (David Horemans/CBC)

According to the Eagle Q Partners website, Jin graduated from the University of Shanghai and immigrated to Toronto.

"Noticing a lack of knowledge and academic guidance in the immigrant community, Chris founded Eagle Q in order to help new immigrants successfully navigate the education system and maximize their potential," the website says.

"Thus began his interest in educational counselling and his commitment to helping students enrich themselves through scholastic and volunteer opportunities."

In a lawsuit filed last February, a pair of Chinese nationals claim Jin told them he was a registered immigration consultant and that he agreed to help them obtain a permanent resident visa in exchange for payments of \$450,000 to Eagle Q, the Westside Preparatory Society and the school.

They claim they later learned that he failed to submit their applications to immigration authorities.

In another claim filed in March, two Richmond residents claim Jin told them that Eagle Q Partners had a controlling share interest in the school which paid a dividend of 10 per cent.

They are seeking a combined total of \$8.25 million from Jin and Eagle Q Partners for what they claim were the purchase of shares and loans to Westside.

Neither Jin nor Eagle Q Partners has responded to the lawsuits and none of the claims has been proven in court.

## Call for 'guidance'

In a statement to the CBC, the Ministry of Education said "we sympathize with students, their families and members of the Westside School community who are facing uncertainty about school operations for the remainder of the school year."

The ministry said it has been in contact with the school and "will meet with parents and the school authority to discuss their concerns and next steps."

A group of parents with children at the school provided a statement calling on the ministry to provide guidance.

- **Students lament loss of 'princess moment' and other graduation events**
- **B.C. teachers moonlight as filmmakers to connect with students using technology and humour**

"Our teachers and staff have been working tirelessly," the statement said.

"They worked through their spring break to ensure that an online learning program was up and running. As it stands, we do not know if the school will be able to finish the school year and we are concerned for our close-knit community."

The school did not respond to a request for comment. Jin could not be reached.

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This is Exhibit I referred to in the  
affidavit of Suzanne Volkow  
made before me on this 14th  
day of May 20 20  
.....  
A Commissioner for taking  
Affidavits for British Columbia

Financial Statements of

**Westside Preparatory Society**

For the year ended June 30, 2019 and 2018



## Table of contents

Independent Auditor's Report .....	1
Statement of Financial Position .....	2
Statement of Operations and Changes in Net Assets.....	3
Statement of Cash Flows .....	4
Notes to the Financial Statements.....	5 - 12





## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of Westside Preparatory Society

### Report on the Financial Statements

I have audited the accompanying financial statements of Westside Preparatory Society (the "Society"), which comprise the statement of financial position as at June 30, 2019, and 2018 the statement of operations and changes in net assets, and the statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

#### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Accounting Standards for Not-For-Profit Organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

#### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

#### *Opinion*

In my opinion, the financial statements present fairly, in all material respects, the financial position of Westside Preparatory Society as at June 30, 2019 and the results of its operations and its cash flows for the year then ended in accordance with Canadian Accounting Standards for Not-For-Profit Organizations.

#### *Emphasis of Matter*

Without qualifying my opinion, I draw attention to Note 1 in the financial statements which describes conditions and matters that indicate the existence of a material uncertainty that may cast significant doubt about the Society's ability to continue as a going concern.

#### *Report on Other Legal and Regulatory Requirements*

As required by the Society Act of British Columbia, I report that, in my opinion, the accounting principles in Canadian Accounting Standards for not-for-profit organizations have been applied on a consistent basis with that of the preceding year. However, the Society is currently offside on the director independence requirements of the Society Act of British Columbia.

*A.R.T. Tax and Audit*

Chartered Professional Accountant  
December 9, 2019

**Westside Preparatory Society**  
Statement of Financial Position  
As at June 30, 2019

**ASSETS**

	<u>2019</u>	<u>2018</u>
<b>CURRENT</b>		
Cash	\$ 63,715	\$ 1,327,087
GST recoverable	<u>30,484</u>	<u>28,308</u>
	94,199	1,355,395
Prepaid expenses and rental deposits	898,799	969,785
Tangible capital assets (Note 3)	<u>1,654,876</u>	<u>1,343,863</u>
	<u>\$ 2,647,874</u>	<u>\$ 3,669,043</u>


**LIABILITIES AND NET ASSETS**

<b>CURRENT</b>		
Accounts payable and accrued liabilities	1,286,388	56,970
Due to related party (Note 6)	4,373,348	3,647,077
Employee deductions payable (Note 4)	1,176,393	60,845
Unearned revenue (Note 5)	<u>3,509,476</u>	<u>3,050,144</u>
	10,345,605	6,815,036
<b>NET ASSETS</b>		
Net assets	<u>(7,697,731)</u>	<u>(3,145,994)</u>
	<u>(7,697,731)</u>	<u>(3,145,994)</u>
	<u>\$ 2,647,874</u>	<u>\$ 3,669,043</u>

Going Concern (Note 1)  
Commitments (Note 9)  
Subsequent Event (Note 12)

Approved on behalf of the board:

Director

  
Chris Jin, Chair

**Westside Preparatory Society**  
Statement of Operations and Changes in Net Assets  
As at June 30, 2019

	<u>2019</u>	<u>2018</u>
<b>REVENUES</b>		
Tuition fees and related fees	\$ 5,487,060	4,379,153
Government grants (Note 8)	943,325	720,566
Donations	74,743	2,851
	<u>6,505,128</u>	<u>5,102,570</u>
<b>EXPENSES</b>		
Advertising, marketing and promotion	68,609	98,316
Amortization (Note 3)	350,634	302,935
Bank charges, interest and penalties	145,517	25,338
Commissions	78,952	77,610
Conferences	28,979	18,108
Consulting fees (Note 7)	201,659	385,292
Insurance	22,053	18,394
Management fees (Note 7)	606,162	525,790
Office and sundry	281,257	289,120
Professional fees	80,829	59,325
Rent (Note 9 & 12)	2,733,191	2,043,087
Repairs and maintenance	161,157	103,905
Residences and accommodation	331,891	326,768
Salaries and benefits	5,438,351	3,670,375
Telephone	17,893	25,980
Training and education	366,723	173,705
Travel and hospitality	143,008	206,561
	<u>11,056,865</u>	<u>8,350,609</u>
<b>TOTAL EXPENSES</b>	<b>11,056,865</b>	<b>8,350,609</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	<u><b>(4,551,737)</b></u>	<u><b>(3,248,039)</b></u>
<b>NET ASSETS - BEG OF YEAR</b>	\$ <b>(3,145,994)</b>	102,045
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	<b>(4,551,737)</b>	<b>(3,248,039)</b>
<b>NET ASSETS - END OF YEAR</b>	<u><b>\$ (7,697,731)</b></u>	<u><b>(3,145,994)</b></u>

See accompanying notes to the financial statements

**Westside Preparatory Society**  
Statement of Cash flows  
As at June 30, 2019

	<u>2019</u>	<u>2018</u>
Excess of revenues over expenses	\$ (4,551,737)	\$ (3,248,039)
<b>Operating activities</b>		
Amortization	<u>350,634</u>	<u>302,935</u>
	<b>(4,201,103)</b>	<b>(2,945,104)</b>
Increase (decrease) in operating receivables and payables		
GST receivable	(2,176)	181,908
Accounts payable and accrued liabilities	1,229,418	(48,431)
Accounts payable to related party	726,271	3,640,493
Due from affiliated parties	-	565,169
Employee deductions payable	<u>1,115,548</u>	<u>26,686</u>
	<b>(1,132,043)</b>	<b>1,420,721</b>
Prepaid expenses and deposits	70,985	(763,646)
Tuition fees and related income received related to future period	3,509,476	3,050,144
Tuition fees and related income recognized as revenue in the year	<u>(3,050,144)</u>	<u>(2,489,025)</u>
	<b>(601,725)</b>	<b>1,218,194</b>
<b>Investing activities</b>		
Additions to property and equipment	<u>(661,647)</u>	<u>(216,464)</u>
	<b>(661,647)</b>	<b>(216,464)</b>
Increase (decrease) in cash	<b>(1,263,372)</b>	<b>1,001,730</b>
Cash, beginning of year	<u>1,327,087</u>	<u>325,357</u>
Cash, end of year	63,715	1,327,087
Cash consists of the following:		
Cash on hand	3,618	8,966
Cash at banks	<u>60,097</u>	<u>1,318,121</u>
	<b>63,715</b>	<b>1,327,087</b>

See accompanying notes to the financial statements.

**Westside Preparatory Society**  
 Notes to the Financial Statements  
 For the year ended June 30, 2019 and 2018

**1. Nature of operations and going concern**

Westside Preparatory Society (the "Society") was incorporated on May 2, 2005 under the Society Act of British Columbia. The Society operates The Westside School (the "School"), the main office, which is located at 788 Beatty Street, Vancouver, British Columbia. The School is classified as a Group 2 independent school under the Independent School Act. The School uses the curriculum of the B.C. Ministry. The School offers education from Kindergarten to Grade 12.

The mission of the School is to be a pre-eminent school in Canada and the world. The School aims to develop and share an inquiry-based approach to education that fosters creativity, promotes academic excellence, nurtures human relationships and inspires a growing passion for learning.

The Society is a non-profit organization as defined in Section 149 of the Income Tax Act. Accordingly, it is not subject to income taxes.

The Society's continuing operations are dependent upon its ability to obtain grants from the government, related parties, and generate cash flows. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Society be unable to continue in existence. The continuation of the Society as a going concern is dependent on future cash flows from operations and obtaining necessary grants to fund ongoing operations. The Society's ability to achieve these objectives is subject to material uncertainty which may cast significant doubt upon the Society's ability to continue as a going concern.

**2. Significant accounting policies**

The financial statements have been prepared by management in accordance with Canadian Accounting Standards for Not-For-Profit Organizations in Part III of the Chartered Professional Accountants Canada Handbook. The Society's significant accounting policies are as follows:

(a) **Revenue recognition**

Revenues include revenue from tuition fees and related income, government grants, other grants and a donation.

*i) Tuition fees and related income*

Tuition fees and related income mainly include school tuition fees (net of discounts), application and admission fees, accommodation fees, material, uniform and medical insurance fees. Tuition fees and related income received on or before the current fiscal year end for the upcoming school year are deferred as unearned revenue and recognized as revenue in the period to which the fees relate. Other related income such as program sales to other schools are recognized as revenue when the related services are provided, and collection is reasonably assured.

*ii) Government and other grants*

The Society follows the deferral method of accounting for contributions. Under this method, restricted contributions such as government grants, are recognized as revenue in the period in which the related funds are expensed. Unrestricted contributions such as other grants, are recognized as revenue in the period in which the grants are received.

*iii) Donations*

Donations are recognized as revenue in the period in which the donations are received.

**Westside Preparatory Society**  
**Notes to the Financial Statements**  
**For the year ended June 30, 2019 and 2018**

**2. Significant accounting policies (continued)**

(b) Property and equipment

Property and equipment are recorded at cost. Amortization is based on their estimated useful lives on a straight-line basis as follows:

Computer hardware	5 years
Computer software	5 years
Books and resources	5 years
Leasehold improvements	8 years
Office equipment and furniture	5 years

Property and equipment subject to amortization are tested for recoverability whenever events or changes in circumstances indicate that the assets no longer have long-term service potential to the Society. If such conditions exist, an impairment loss is measured as the amount by which the carrying amount of the asset exceeds its residual value.

(c) Use of estimates

The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the year. Significant items subject to such estimates and assumptions include the determination of useful lives of property and equipment. Actual results could differ from those estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the year in which the estimates are revised and in any future years affected.

(d) Contributed services

Volunteers may contribute time to assist the Society in carrying out its various activities. Because of the difficulty in determining their fair value, donated services are not recognized in the accompanying financial statements.

(e) Financial instruments

The Society initially recognizes all financial instruments at fair value and subsequently measures them at amortized cost.

**Westside Preparatory Society**  
Notes to the Financial Statements  
For the year ended June 30, 2019 and 2018

**3. Property, plant and equipment**

	2019		
	Cost	Accumulated amortization	Net book value
Computer hardware	\$ 214,898	\$ 134,473	80,425
Computer software	5,556	5,415	141
Books and resources	179,642	105,659	73,983
Leasehold improvements	2,082,800	829,370	1,253,430
Office equipment and furniture	532,468	285,571	246,897
	<b>\$ 3,015,364</b>	<b>\$ 1,360,488</b>	<b>\$ 1,654,876</b>

	2018		
	Cost	Accumulated amortization	Net book value
Computer hardware	\$ 205,219	\$ 102,349	102,870
Computer software	5,556	5,028	528
Books and resources	138,117	80,216	57,900
Leasehold improvements	1,633,154	604,118	1,029,036
Office equipment and furniture	371,670	218,141	153,529
	<b>\$ 2,353,715</b>	<b>\$ 1,009,852</b>	<b>\$ 1,343,863</b>

**4. Employee deductions payable**

Employee deductions payable represents remittances and interest and penalties due to government for monthly payroll deductions.

The Society is currently in arrears to the Canada Revenue Agency in the amount of \$1,169,828 (2018: \$Nil) in unpaid employee payroll remittances.

**Westside Preparatory Society**  
Notes to the Financial Statements  
For the year ended June 30, 2019 and 2018

**5. Unearned revenue**

Unearned revenue represents tuition fees and related income received in advance of delivery of the related courses and programs in the upcoming school year.

	<b>2019</b>	<b>2018</b>
Unearned revenue, beginning of year	\$ 3,050,144	\$ 2,489,025
Less: amount amortized as revenue in the year	(3,050,144)	(2,489,025)
Add: amount received related to future period	3,509,476	3,050,144
Unearned revenue, end of year	\$ 3,509,476	\$ 3,050,144

**6. Amounts owing to related parties**

The amounts are due to (due from) related parties:

	<b>2019</b>	<b>2018</b>
Eagle Q Partners Inc.	<b>\$ 3,719,819</b>	\$ 3,006,183
Grandview Pacific Financial Corp	<b>165,465</b>	101,000
Winston Education Group	<b>43,750</b>	92,400
0946664 BC Ltd.	<b>444,314</b>	447,494
	<b>\$ 4,373,348</b>	\$ 3,647,077

**7. Related party transactions**

**0946664 BC Ltd:**

On July 30, 2012, the Society and 0717978 B.C. Ltd., a third party, signed a school management agreement ("SMA"). On July 31, 2012, this SMA was assigned to 0946664 B.C. Ltd (the "Company"). The Company is controlled by two members of the Board of Directors of the Society. The SMA requires the Company to provide management for the operations, financial management and delivery of the School's educational programs. The Company shall ensure that the School operates in compliance with the terms of the SMA, any agreement with the Inspector's office of the B.C. Ministry of Education and any relevant laws, be governed and managed in a financially prudent manner and achieve the desired outcome as contemplated in the SMA.

In accordance with the SMA, the Society is required to pay management fees to the Company, calculated at 10% of the tuition fees revenue and related income less government grants and donations. During the year, the Society incurred management fees of \$539,161 (2018: \$437,789) to the Company pursuant to the terms under the SMA. Accounts payable to related party is the management fees plus applicable GST to 0946664 B.C. Ltd.

On July 1, 2017, the Society signed a 5 year loan agreement bearing 1% interest whereas the Society may borrow funds in order to operate the School. During the year the Society paid \$4,457 (2018: \$4,475) in loan interest.

Included in accounts payable is \$566,119 (2018: \$Nil) owing to 0946664 BC Ltd.



**Westside Preparatory Society**  
 Notes to the Financial Statements  
 For the year ended June 30, 2019 and 2018

**7. Related party transactions (continued)**

**Eagle Q Partners Inc.**

On July 1, 2017, the Society signed a 5 year loan agreement bearing 1% interest whereas the Society may borrow funds in order to operate the School. During the year, the Society paid \$33,349 (2018: \$30,006) in loan interest.

During the year, the Society paid commissions of \$61,905 (2018: \$45,238) for finding students.

Included in accounts payable is \$85,468 (2018: \$Nil) owing to Eagle Q Partners Inc.

**Grandview Pacific Financial Corp.**

On July 1, 2017, the Society entered into a loan agreement bearing 1% interest.

During the year, the Society paid commissions of \$9,047 (2018: \$10,952) for finding students.

Included in accounts payable is \$9,500 (2018: \$Nil) owing to Grandview Pacific Financial Corp.

**Winston Education**

On July 1, 2016, the Society entered into a 5 year agreement with Winston Education Group Inc, a Company controlled by the philanthropist and the President, whereas Winston Education Group Inc. created and owns the intellectual property of Miniversity Education System and owns the copyright. The Society shall pay \$1,000 for each Miniversity student per year. The Society paid Winston Education Group \$67,000 in 2019 (\$88,000: 2018).

Included in accounts payable is \$70,350 (2018: \$Nil) owing to Winston Education.

**Other**

Two of the board members earned a combined total salary of \$130,000 during the year (2018: \$45,000 – one board member).

Key management personnel of the Society earned a salary of \$227,459 (2018: \$278,967).

These transactions occurred in the normal course of operations and are measured at an exchange amount, which is the amount of consideration established and agreed to by the related parties.

**8. Grants**

Government grants include annual operating grants from the B.C. Ministry of Education for Group 2 Independent Schools. The grants are determined based on the number of eligible students enrolled in the school. The grants are to be used solely for operational expenses.

**Westside Preparatory Society**  
**Notes to the Financial Statements**  
**For the year ended June 30, 2019 and 2018**

**9. Commitments**

- (a) The Society leases its current school premise at 788 Beatty Street, Vancouver under a lease agreement with a lease term ending on August 31, 2025. These lease commitments, including common area maintenance, over the next five years are approximately as follows:

Fiscal year ended	
2020	\$419,000
2021	\$377,000
2022	\$396,000
2023	\$416,000
2024	\$437,000
	<hr/>
	\$ 2,045,000

- (b) The Society has entered into a lease agreement in June 2015 to lease a second school premise at 211 Nelson Street, Vancouver. The term commences in September 2015 and ends in June 2025. These lease commitments, including common area maintenance, over the next five years are approximately as follows:

Fiscal year ended	
2020	829,000
2021	854,000
2022	879,000
2023	906,000
2024	933,000
	<hr/>
	\$ 4,401,000

- (c) The Society has entered into a lease agreement in November 2017 to lease a third school premise at 101 Smithe Street, Vancouver. The term commences in December 2017 and ends in April 2028. These lease commitments, including common area maintenance, over the next five years are approximately as follows:

Fiscal year ended	
2020	1,395,000
2021	1,478,000
2022	1,478,000
2023	1,555,000
2024	1,555,000
	<hr/>
	\$ 7,461,000

**Westside Preparatory Society**  
Notes to the Financial Statements  
For the year ended June 30, 2019 and 2018

**9. Commitments (Continued)**

- (d) The Society has entered into a contractual agreement with 0946664 B.C. Ltd. (See Note 7). The School will pay a management fee of 10% of tuition fees revenue and related income until terminated. Although the revenue fluctuates every year, assuming enrolment remains at least at 2019 levels, minimum payments will amount to approximately \$540,000 in each of the next five years.
- (e) The Society has a partnership with a school in China where it offers the Global Perspective Certificate Program ("GPC"). The Society has entered into an intermediation agreement with another educational company where they would pay \$1,063 per student for fiscal year 2017/2018, \$1,050 per student for fiscal year 2018/2019 and \$1,036 per student for fiscal year 2019/2020. The amounts payable are only in regards to students enrolled in the GPC program. In the 2019 year, there were 481 students (2018: 388 students) enrolled in the GPC program.
- (f) The Society pays \$5,450 per month in rent for the use of a home in the City of Vancouver. The agreement is renewed on an annual basis.

**10. Economic dependence**

Currently, the Society's annual expenditure far exceeds the total revenues.

For the year ended June 30, 2019, grant from the Ministry of Education was \$ 943,525 (2018: \$720,566)

The Society is economically dependent on the continued financial support from the Ministry of Education and various related parties.

**Westside Preparatory Society**  
Notes to the Financial Statements  
For the year ended June 30, 2019 and 2018

**11. Financial instruments risks**

The Society is exposed to a variety of risks arising from financial instruments. The following analysis describes the Society's significant risk exposures as at June 30, 2018.

Management has the overall responsibility to identify, analyze and manage risks faced by the Society. It is management's opinion that the exposures to risks from financial instruments is not significant.

(a) Credit risk

Credit risk is the risk that one party to a financial instrument will cause financial loss for the other party by failing to discharge an obligation. The Society's main credit risk relates to its cash deposits at bank and accounts receivable.

The Society places its cash deposits with a financial institution. Deposits are in a major Canadian chartered bank and accordingly, credit risk with respect to cash deposits is considered to be minimal. However, such cash deposits are in excess of the \$100,000 Canada Deposit Insurance Corporation Insurance limit.

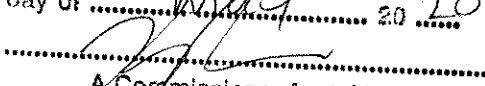
An allowance for impairment of account receivables is established when there is objective evidence that the Society will not be able to collect all the amounts due according to the original terms of the receivables. The carrying amount of the asset is reduced through the use of an allowance account, and the amount of the loss is recognized in operating expenses in the income statement. When an account receivable is deemed uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are recognized as a recovery in operating expenses in statement of operations. There was no impairment allowance as at June 30, 2019.

(b) Liquidity risk

Liquidity risk is the risk that the Society will not be able to meet a demand for cash or fund its obligations as they come due. The Society is exposed to this risk mainly in respect of its economic dependence (Note 10) and its accounts payable and accrued liabilities.

**12. Subsequent event**

On September 23, 2019, the Society surrendered the lease for 303-788 Beatty Street and paid \$49,939 in fees plus GST. The Society vacated the premises on October 31, 2019.

This is Exhibit J referred to in the  
affidavit of Suzanne Volkow  
made before me on this 19th  
day of May 2020  
  
A Commissioner for taking  
Affidavits for British Columbia

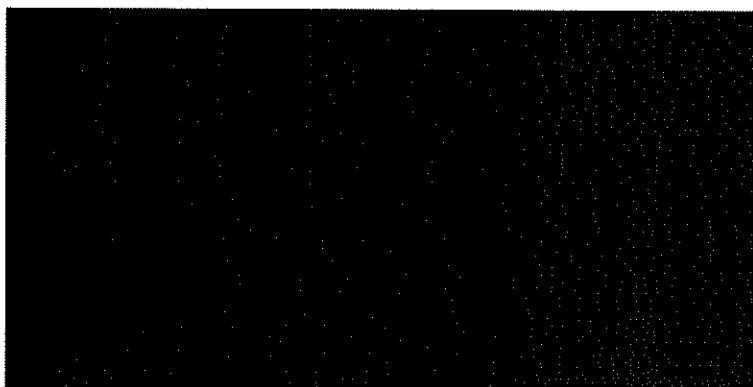
The Westside School  
**Balance Sheet**  
 As of December 31, 2019

	Dec 31, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
Chequing/Savings	
1000 · Petty Cash	136.30
1005 · Cash on Hand	40,637.60
1010 · RBC-Account 1019983	-6,994.00
1015 · RBC-GIC	13,000.00
<b>Total Chequing/Savings</b>	<b>46,779.90</b>
Accounts Receivable	
1100 · Accounts Receivable	-4,010,529.08
<b>Total Accounts Receivable</b>	<b>-4,010,529.08</b>
<b>Other Current Assets</b>	
1110 · Prepaid Commission	56,567.84
1160 · Prepaid Expenses	19,000.00
<b>Total Other Current Assets</b>	<b>75,567.84</b>
<b>Total Current Assets</b>	<b>-3,888,181.34</b>
<b>Fixed Assets</b>	
1800 · Leasehold Improvement	
1801 · Leasehold Improvements	2,111,597.60
1802 · Accum. Amort-leasehold Improve.	-829,370.02
<b>Total 1800 · Leasehold Improvement</b>	<b>1,282,227.58</b>
1810 · Furniture & Equipment	
1811 · Office Furniture & Equipment	444,332.50
1812 · Accum.Amort.-Furn.& Equip	-231,207.86
<b>Total 1810 · Furniture &amp; Equipment</b>	<b>213,124.64</b>
1820 · Fixtures & Fittings	
1821 · Fixtures & Fittings	19,262.53
1822 · Accum.Amort.-Fixtures & Fitting	-12,621.24
<b>Total 1820 · Fixtures &amp; Fittings</b>	<b>6,641.29</b>
1830 · TV Project, Mimio	
1831 · Technology-TV, Projectors, Mimi	48,102.38
1832 · Accum.Amort.-TV, Projecctor	-21,855.51
<b>Total 1830 · TV Project, Mimio</b>	<b>26,246.87</b>
1840 · Furnishings	
1841 · Furnishings	24,815.26
1842 · Accum.Amort.-Furnishings	-19,885.26
<b>Total 1840 · Furnishings</b>	<b>4,930.00</b>
1850 · Books and Resources	
1851 · Books and Resources	190,761.98
1852 · Accum.Amort.-Books and Resource	-105,659.21
<b>Total 1850 · Books and Resources</b>	<b>85,102.77</b>
1870 · Computer	
1871 · Computer	222,076.23
1872 · Accum.Amort.-Computer	-134,472.94
1870 · Computer - Other	781.10
<b>Total 1870 · Computer</b>	<b>88,384.39</b>

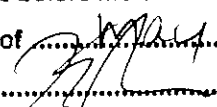
The Westside School  
**Balance Sheet**  
 As of December 31, 2019

067

	Dec 31, 19
1880 · Computer Software	
1881 · Computer Software	5,555.92
1882 · Accum.Amort.-Computer Software	-5,414.72
<b>Total 1880 · Computer Software</b>	<b>141.20</b>
<b>Total Fixed Assets</b>	<b>1,706,798.74</b>
<b>Other Assets</b>	
1950 · Rental Deposit-788 Beatty St	190,953.26
1951 · Rental Deposit-Guest House	6,344.31
1954 · Rental Deposit-101 Smithe	611,250.00
1955 · Rental Deposit-837 Beatty	29,684.04
<b>Total Other Assets</b>	<b>838,231.61</b>
<b>TOTAL ASSETS</b>	<b>-1,343,150.99</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2100 · Accounts Payable	1,264,211.69
<b>Total Accounts Payable</b>	<b>1,264,211.69</b>
<b>Credit Cards</b>	
2410 · RBC Credit Card#5088-Jay	361.66
2450 · RBC Credit Card#9217-Elizah	594.99
<b>Total Credit Cards</b>	<b>956.65</b>
<b>Other Current Liabilities</b>	
2110 · Accrued Liabilities	11,586.00
2115 · Short-term Loan	400,000.00
2130 · Interest Payable	124,146.48
2210 · Payroll Liabilities	1,646,347.10
2230 · Employer Health Tax Payable	19,571.64
2240 · Employee's RRSP Payable	14,506.97
2250 · Employer's RRSP Payable	15,770.27
2270 · Manulife Benefit Payable	-3,420.99
2316 · GST clearing	-89,953.32
<b>Total Other Current Liabilities</b>	<b>2,138,554.15</b>
<b>Total Current Liabilities</b>	<b>3,403,722.49</b>
<b>Long Term Liabilities</b>	
2120 · Loan from Eagle Q Partners Inc.	4,122,874.57
2122 · Loan from Grandview Pacific	155,461.66
2125 · Loan from Winston Education	43,749.55
2132 · Loan from 0946664 BC Ltd	504,314.46
<b>Total Long Term Liabilities</b>	<b>4,826,400.24</b>
<b>Total Liabilities</b>	<b>8,230,122.73</b>
<b>Equity</b>	
3360 · *Retained Earnings	-7,682,717.50
Net Income	-1,890,556.22
<b>Total Equity</b>	<b>-9,573,273.72</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>-1,343,150.99</b>



To: Westside Families, Faculty and Staff  
From: Graham Baldwin, President and CEO  
Date: May 8, 2020

This is Exhibit K referred to in the  
affidavit of Suzanne Volkow  
made before me on this 19th  
day of May 2020  
  
A Commissioner for taking  
Affidavits for British Columbia

Good morning.

Today is the 75th anniversary of the end of the second world war in Europe, VE Day. I hope we can all spend a moment or two to remember with gratitude the service and sacrifice of so many Canadians in that war. Since then, many current Canadians have immigrated from other countries whose contributions to the Allied victories were also immense, so, as a Country, we think also of their families.

Yesterday, I spent more time with our lawyers, prepared documents regarding our business arrangements, and explored minutes of recent Board meetings.



Now the short -term financial issue has been settled, my focus is changing to dealing with the lawsuits, finalising the membership of the Board, and investigating deeply -with assistance-the activities that have led to our current difficulties.

I have prepared letters for our International parents to assure them that our school will be here for their children for the remainder of this year and for future years. With their children far from them, I shall maintain regular correspondence with them.

The same applies to families who have registered to join us for the next school year. I have written an initial letter to them and will ensure that I maintain regular contact with them.

Yesterday's news was good and we were all, I am sure, glad of it. There remains, however, much still to be achieved, so I am grateful to you for the increasing number of offers of help I am now receiving.

I hope to meet you all as I hold the promised ZOOM meetings group by group in the early part of next week. I will send details of times and joining procedures once appointments that arise from my meetings today are arranged. I think I shall be able to confirm times tomorrow morning.

To: Westside Families, Faculty and Staff

From: Graham Baldwin, President and CEO

Date: May 9 , 2020

Good evening.

Busy day yesterday.

I have instructed lawyers to pursue vigorously the \$500,000 of our money garnished earlier. They are confident of success.

I have sought and examined a significant amount of financial information.

I have had lengthy conversations with the previous Board Chair, Allen, to learn everything he can tell me about the matters I am dealing with. He is being extremely helpful.

I am working on two fronts to have those who have filed suits naming our school remove our name.

I have continued to dig on other fronts, too, the better to understand all the issues.

One of the matters that concerns me currently is the fact that my letters are being shown to people outside the school community. Please understand that I write to you in confidence. I ask you to understand that I shall not in future mention anything that might be helpful to those who do not wish us well.

I had thought that today I would lay out in detail my plans for financial health throughout the next school year. As I am very close, however, to naming our Board of Governors, I shall discuss the plans with them and gain their approval before announcing them more generally. The planned timeline is Board announcement and first meeting Monday 11 May; Parent Zoom meetings with me, Tuesday May 12. Those meetings will be between 6pm and 9pm. 6-7 Miniversity; 7.15-8.15 MYP; 8.30-9.30 FYP.

I am receiving a great many e-mails. I understand why and I appreciate your taking time to write. I am reluctant to copy the messages about delays in service so prevalent these days in calls to banks, airlines etc., so I just let you know that I am responding as quickly as I can.

'Mother Earth'. Does that not expression say it all? We do not speak of 'Father Earth' -sorry chaps but it is true.

The Earth nurtures us all, cares for us all, deserves respect from us all and the love of us all.

As the Earth, so our Mothers.

Tomorrow being Mothers' Day, I send my profound respect for all you do for your children, and wish you an incredibly happy day, crammed with surprises from those who love you.

I hope your day goes well.

To: Westside Families, Faculty and Staff

From: Graham Baldwin, President and CEO

Date: May11 , 2020

Good morning.

Busy days over the weekend.

On Saturday, I had a lengthy meeting with the owner of the creditors Eagle Q and 0946664BC Ltd, who was, until recently, a Director and Board Chair of Westside. I received verbal assurances of two things:

1. Complete co-operation with investigation into the validity of claims
2. An agreement that any claims found to be valid need not be paid for a minimum of five years.

On Sunday, I had an extensive meeting with representatives of a group wishing to manage an independent school and expressing interest in Westside. Discussions will continue.

Today, we are holding our first Board meeting, so I am pleased to introduce who will serve on Board. They are:

**ASGHAR KHAN** is currently the Managing Partner and CEO of Equifaira Partners Inc. Asghar has over 25 years of corporate finance and strategy experience in various sectors across multiple geographies. He previously led the strategy and business development at PepsiCo Inc. for their Asia Pacific division as Regional Head of Strategy. Before that he was the CFO for PepsiCo's \$1.5 billion multi-country business unit in South East Asia. Earlier he rose through the ranks of finance and operations in various international organizations such as Rogers Communication, Poyry and PwC. Asghar holds an MBA, a MSc in Finance, and a BSc in Business Administration. He has also served on several corporate Boards and Committees including Equifaira Inc., PepsiCo NASA BU, SoCool Brands, Inc. and Freightera Logistics, Inc.

**REBECCA O'CONNOR**. Rebecca was born and raised in the country town of Wagga Wagga, Australia. She graduated with her B.Ed from Charles Sturt University and has never regretted her choice of teaching as a career. Rebecca works at the Westside School, Vancouver, Canada as a teacher and the Foundation Years Leader. She was also a member of the Global Education Program and enjoyed being a part of a global community, especially during the early years of the project. Rebecca has had the opportunity to live, work, and explore in a variety of countries, including Australia, England, China and Canada. Through these experiences Rebecca has developed a deep understanding of the importance of community and the positive impact of creating a kind, inclusive and nurturing school environment. Rebecca encourages students and teachers to look beyond the classroom walls and view the world around them as a place of learning and discovery. She strives to not only facilitate academic growth but also the feeling of success, progress and the desire to become a lifelong learner and positive leader in the community.

**ANDREA LAIRD** is a Global Marketing Manager for Hollister Inc which develops, manufactures and markets healthcare products and services worldwide. She has more than 25 years of sales and marketing experience in healthcare and B2B. Andrea is driven by my desire to make a difference in the lives of patients and their families, finding it rewarding to be able to provide them with hope in very challenging life situations. She is currently in her second term as an active Director of the Board for Ostomy Canada Society. Andrea has two children attending The Westside School over the past 7 years.

**ANDRE KONCEWICZ** is a partner at Ernst & Young (EY), the global consulting firm. He has worked in the 'Strategy and Transactions' team there for 16 years, equally split between Australia and Canada. As a CA, he currently specializes in advising public sector entities on planning and implementing infrastructure projects. His craft is the development

of business cases for planned initiatives (mostly public sector), including developing strategic, financial and economic and implementation cases for investment, to access government funding pools as well as set up for future project success. The most incrementally helpful component that he feels he could potentially provide is on the financial and implementation side, in terms of helping prepare robust financial projections and considering risk management and mitigation strategies. He can also access expertise across other areas of the firm, including a restructuring team that specializes in managing financial distress or insolvency situations.

**GALYNA VOLYANSKA (ex officio)** is the Principal of the Westside Schools. She has been with the school since its inception.

**GRAHAM BALDWIN** is the President and Chief Executive Officer of the Westside Preparatory Society and the Westside Schools. His CV was distributed earlier.

I am deeply grateful to those who have agreed to serve, and to those who have offered to lend their expertise in other ways.

I hope we are embarking on a week that will prove positive for us all.



This is the 2<sup>nd</sup> Affidavit of Suzanne Volkow in this case and was made on May 22, 2020

No. VLC-S-H-200268  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

HONG LIU and MENG RUI LI a.k.a. MENGRUI LI

PETITIONERS

AND:

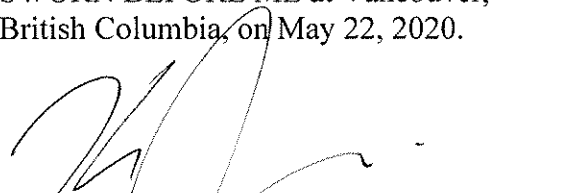
EAGLE Q PARTNERS INC. et al

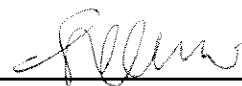
RESPONDENTS

**AFFIDAVIT**

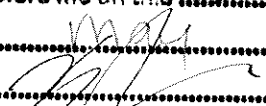
I, **Suzanne Volkow**, of the City of Vancouver, in the Province of British Columbia, SWEAR THAT:


1. I am a legal assistant with the law firm of Fasken Martineau DuMoulin LLP, solicitors for the Petitioners in the within proceeding, and as such have personal knowledge of the facts hereinafter deposed to, except where stated to be on information and belief, in which case I verily believe them to be true.
2. Attached hereto as **Exhibit "A"** is a copy of an email dated May 21, 2020 from Graham Baldwin to Parents, Prospective Parents, Faculty and Staff.

SWORN BEFORE ME at Vancouver,  
British Columbia, on May 22, 2020.  
  
  
\_\_\_\_\_  
A Commissioner for taking Affidavits for  
British Columbia

  
\_\_\_\_\_  
Suzanne Volkow

**KIBBEN JACKSON**  
Barrister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3

This is Exhibit A referred to in the  
affidavit of Suzanne Volkan  
made before me on this 22nd  
day of May 2020  
  
A Commissioner for taking  
Affidavits for British Columbia



**Chris 12:14 PM**

To: Parents, Prospective Parents, Faculty and Staff  
From: Graham Baldwin

Now, as it approaches midnight on May 20, I write to keep my promise that I would tell you today whether Westside would continue and be there for you in September. I gave you odds of 80/20 against.

I am delighted to tell you now that the long shot has won the day. We have an agreement that secures the future of our school.

Since I last wrote, I have been contacted by two entities who were willing to help us.

One was a group which proposed to use an existing Society that runs a school to replace the bankrupt Westside. There would have been a seamless transfer of assets and a guarantee of funding support. It was a thoughtful offer that deserved and received strong consideration.

The second was a company that wished to become our new management company, and that would provide long-term loans of up to \$6 million in school year 2020-2021 and some valuable services to the school. This, too, deserved and received strong consideration.

Upon seeking the opinion of our Lawyer, I discovered that the first option was not possible. The law concerning bankruptcy prevents an entity that knows it is insolvent from selling or gifting its assets to another party before applying for bankruptcy. This law is to prevent the unethical disposition of debts and liabilities.

This being so, there remained one option, so we negotiated at length with the new company. This Company was determined that the school should not go bankrupt, offered significant funding, and consisted of some people who had invested, some heavily, in Westside earlier. Our interests certainly aligned. They would provide services to the School in such areas as procurement, inventory management, facility management, CPA financial oversight, strategic facility planning, HR Policy oversight and Marketing. They will not be involved in the educational operation of the school.

They will receive a fee and be represented on the Board and in the Membership.

We proceeded to make an agreement and signed it at about 4pm. Some of the investors in the new Company had previously invested in us through the notorious Eagle Q/Chris Jin connection which had ended unhappily



for them, though most of the Company are new. I shall arrange another ZOOM meeting soon, at which I hope to introduce the leaders of the Company.

I presented the Agreement to the Board this evening and received the questions they felt parents would likely be asking. I answered all the questions and the answers are recorded below:

Westside School FAQ

1) Will the Westside School continue operations until the end of June 2020?

Yes. Faculty have been paid up until May 30, 2020. Curriculum hours will continue to June 15, 2020. Our school year may end on June 15th.

2) What is the status of the Westside School for 2020/2021 school year?

Operations will continue as planned.

3) Who is the education group that will be managing the Westside School?

Westside Preparatory Society will maintain operations of the school. The Management and Support Company will provide services as listed previously.

4) Will the current education philosophy remain?

Yes.

5) Will current programs like Super C remain in effect?

Yes.

6) Will the organization continue to treat each student as an individual to improve learning (ie small class sizes offering individual attention as needed)?

Yes: the Westside School philosophy is to know, value and understand each and every student.

7) How will the new Management and Support company manage the Westside Preparatory Society?

Management and Support company will have some Members of the Society and some seats on the Board.

8) How will staffing be managed?

- President and CEO is to be hired by the Management and Support Company
- All staff and teachers will be hired/contracted by the President/CEO and his/her delegates
- Staffing will be based on enrollment and programming

9) How will previous outstanding debt and legal liabilities be handled?

Lawsuits are being handled by the Management and Support Company in a way that does not impact the school. Debt will be paid, CRA has set payment plan. Some debt may be proven to be invalid. The pre-forensic audit is now taking place. We are confident of recouping our garnished \$500,000.

10) How is the management company compensated

Compensation is 10% of gross income – government grants and donations removed. Investment and loans removed.

11) Is there an expectation for level of enrollment to continue operation?

No - the operation can be adjusted for any number.

12) What is the status of the current facilities?

Lease payments are outstanding and will be covered by the first \$500,000 provided by the Management and

Support Company on June 1st 2020. Agents have been contacted for understanding.

13) Will all enrolment fees/deposits to date be honored for 2020/2021?

Yes.

14) Does the Westside Preparatory Society have a plan to continue to grow revenues for capital expenditures?

Yes.

15) Will plans for International Students and arranged homestays remain?

Yes.

16) What is the relationship to Eagle Q and prior board members (Chris Jin)?

As this is a major question on the minds of many Westsiders, I shall now provide all the information possible.

It is a major question because, as information has been shared, the names EagleQ and Chris Jin have come into focus, not least because they are on the lawsuits that also cite The Westside Preparatory Society, but also because of suspicion surrounding the management of the school's money.

Although our exploratory audit is not yet complete, it is clear that Mr. Jin used his signing authority on the Society's bank account to utilize the school's funds for his and/or Eagle Q's purposes. What is not yet clear from documentary evidence is whether he was extracting funds that he or Eagle Q had previously put in the account. It is clear, however, that he had a considerable conflict of interest, being the Chair of the Board of Westside and the owner of Eagle Q.

We now know that we are not the only ones suffering from his actions. It is the case, affirmed by claims in the lawsuits and by the testimony I have heard from some investors in Eagle Q, that investors in Eagle Q have not been receiving the interest and repayments due to them.

The Management and Support Company is a new entity created by people who wish to see the school succeed while, over a lengthy period, recouping some of their past investment. The Agreement we have made with them provides us with the necessary bridge from our current state to a healthy future state and so saves our school.

Eagle Q and Chris Jin have no relationship to the new company and have been removed as Members of the Society, as have others associated with them.

For us to move forward strongly and plan for next year, we need to know the guaranteed enrolment. That guarantee comes in the form of the second deposit due on June 1st. We are creating a new bank account to secure the funds. So, even though we need your commitment on June 1st, please date your cheques for June 15th.

I understand that recent events have shocked you, angered you, infuriated you, dismayed you, and saddened you. Now, though, your school's future is in your hands. Please confirm your enrolment and urge others to do the same.

As I wrote earlier, I hope to be able to introduce the new Company leaders to you in a ZOOM meeting early next week.

It is now 1210am, so I suppose I am a day late! Sorry!

Thank you.

Sent from my iPhone



No.  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HONG LIU and MENG RUI LI a.k.a. MENGRUI LI

PETITIONERS

AND:

EAGLE Q PARTNERS INC.,  
JIAN JIN,  
ZHIHONG CHU a.k.a. ZHI HONG CHU,  
TIE FENG FU and  
HANYUM DEVELOPMENT CORP.

RESPONDENTS

**PETITION TO THE COURT**

ON NOTICE TO:

Eagle Q Partners Inc.  
#306-788 Beatty Street  
Vancouver, BC V6B 2M1

Jian Jin  
#306-788 Beatty Street  
Vancouver, BC V6B 2M1

Zhihong Chu, also known as Zhi Hong Chu  
#306-788 Beatty Street  
Vancouver, BC V6B 2M1

Tie Feng Fu  
c/o Zhihong Chu  
#306-788 Beatty Street  
Vancouver, BC V6B 2M1

Hanyum Development Corp.  
950 - 1140 West Pender Street  
Vancouver, BC V6E 4G1

This proceeding is brought for the relief set out in Part 1 below, by the Petitioners, Hong Liu and Meng Rui Li.

If you intend to respond to this Petition, you or your lawyer must

- (a) file a Response to Petition in Form 67 in the above-named registry of this Court within the time for Response to Petition described below, and
- (b) serve on the Petitioners
  - (i) 2 copies of the filed Response to Petition, and
  - (ii) 2 copies of each filed Affidavit on which you intend to rely at the hearing.

**Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the Response to Petition within the time for response.**

**Time for Response to Petition**

A Response to Petition must be filed and served on the petitioners,

- (a) if you were served with the petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the petition anywhere else, within 49 days after that service, or
- (d) if the time for response has been set by Order of the Court, within that time.

(1)	The address of the registry is:  800 Smithe Street  Vancouver, BC V6Z 2E1
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(2)	The ADDRESS FOR DELIVERY is:  Fasken Martineau DuMoulin LLP 2900 - 550 Burrard Street Vancouver, B.C. V6C 0A3  Fax number for delivery is: n/a E-mail address for service is: n/a
(3)	The name and office address of the Petitioners' Solicitor is:  Fasken Martineau DuMoulin LLP 2900 - 550 Burrard Street Vancouver, B.C. V6C 0A3 Telephone: 604 631 3131. (Reference: 321730.00001/Kibben Jackson)

### CLAIM OF THE PETITIONERS

#### Part 1: ORDERS AND DECLARATIONS SOUGHT

1. A Declaration that pursuant to a written loan agreement dated January 10, 2018, as subsequently amended (the "**Liu Loan Agreement**"), the Petitioner Hong Liu ("**Ms. Liu**") is entitled to an equitable mortgage (the "**Liu Mortgage**") charging those lands and premises located at #40-6511 Chambord Place, Vancouver, BC, more particularly described as:  
  
Strata Lot 40 District Lot 339  
Strata Plan VR. 2576  
PID: 016-271-602  
  
(the "**Mortgaged Lands**");
2. A Declaration that pursuant to a written loan agreement dated January 10, 2018, as subsequently amended (the "**Li Loan Agreement**"), the Petitioner Meng Rui Li ("**Ms. Li**") is entitled to an equitable mortgage (the "**Li Mortgage**") charging the Mortgaged Lands.
3. A Declaration that the General Security Agreement dated May 23, 2019 granted by the Respondents in favour of the Petitioners (the "**GSA**"), in respect of which a financing statement was filed in the Personal Property Registry under base registration number 988468L on January 6, 2020, constitutes a charge in favour of the Petitioners on all present and after-acquired real and personal property, including inventory, equipment, accounts, intangibles, documents of title, chattel paper, instruments, money, securities,

documents, undertaking and proceeds of the Respondents (the “**Collateral**” and, together with the Mortgaged Lands, the “**Charged Property**”);

4. A Declaration that the payments due under the Liu Loan Agreement are in default and that all moneys owing thereunder and secured by the Charged Property are due and owing;
5. A Declaration that the amount of money owed to Ms. Liu and secured by the Liu Mortgages and the GSA is \$3,060,780.74 together with interest accruing thereon at the rate of \$1,232.88 per day from March 23, 2020 to the date of payment and the Petitioner’s costs of and related to this proceeding;
6. A Declaration that the payments due under the Li Loan Agreement are in default and that all moneys owing thereunder and secured by the Charged Property are due and owing;
7. A Declaration that the amount of money owed to Ms. Li and secured by the Li Mortgages and the GSA is \$3,060,780.74 together with interest accruing thereon at the rate of \$1,232.88 per day from March 23, 2020 to the date of payment and the Petitioner’s costs of and related to this proceeding;
8. An Order that the last day for redemption of the Charged Property be the day which is one day after the date of pronouncement of Order Nisi herein or such other day that this Honourable Court may prescribe;
9. An Order that upon the Respondents, or any of them, on or before the last day set for redemption herein, paying into Court to the credit of this proceeding at the Court Registry, the Court House, Vancouver, British Columbia, or paying to the solicitor of record for the Petitioners the amount required to redeem the Charged Property, the Petitioners shall re-convey the Charged Property free and clear of all encumbrances in favour of the Petitioners or any person claiming by, through or under the Petitioners, to the Respondent so paying or to whom he shall appoint;
10. An Order that if the Respondents, or any of them, do not redeem the Charged Property on or before the last day set for redemption herein, the Petitioners may apply for an order absolute of foreclosure and upon pronouncement of an order absolute of foreclosure the Respondents and all persons claiming by, through or under them shall be absolutely foreclosed of and from all right, title and interest, either at law or in equity, in and to the Charged Property and that thereupon the Respondents and all persons claiming by, through or under them shall immediately deliver up to the Petitioner possession of the Charged Property;
11. Judgment against the Respondents upon their covenants contained in the Liu Loan Agreement to pay to Ms. Liu the said amount of \$3,060,780.74 together with interest accruing thereon at the rate of \$1,232.88 per day from March 23, 2020 to the date of payment and the Petitioner’s costs of and related to this proceeding;
12. Judgment against Eagle Q Partners Inc., Jian Jin and Zhihong Chu upon their covenants contained in a written loan agreement dated April 30, 2019 to pay to Ms. Liu the said

amount of \$1,075,852.08, together with interest at the rate of \$410.96 per day from February 29, 2020 to the date of payment;

13. Judgment against the Respondents upon their covenants contained in the Li Loan Agreement to pay to Ms. Li the said amount of \$3,060,780.74 together with interest accruing thereon at the rate of \$1,232.88 per day from March 23, 2020 to the date of payment and the Petitioner's costs of and related to this proceeding;
14. An Order for possession of the Charged Property;
15. An Order for Sale of the Charged Property subject to the approval of this Honourable Court and for the Petitioners to have conduct of such sale;
16. An Order of the appointment of a Receiver or a Receiver Manager of the Charged Property;
17. A Certificate of Pending Litigation;
18. Costs;
19. An Order that the Petitioners be granted liberty to apply to this Honourable Court or to the District Registrar of this Honourable Court for a further summary accounting of any amounts which become due to the Petitioners for interest, taxes, arrears of taxes, insurance premiums, costs, charges, expenses or otherwise after the pronouncement of the Order Nisi or any other Order made herein; and
20. An Order for all other necessary accounts, directions and inquiries.

## **Part 2: FACTUAL BASIS**

1. The Petitioner Ms. Liu is a businesswoman who resides at 3456 W 39<sup>th</sup> Ave, Vancouver, B.C.
2. The Petitioner Ms. Li is Ms. Liu's stepdaughter, and also resides at 3456 W 39<sup>th</sup> Ave, Vancouver, BC. Ms. Liu has a general power of attorney for Ms. Li dated January 30, 2017.
3. The Respondent Eagle Q Partners Inc. ("**Eagle Q**") is a company incorporated pursuant to the laws of British Columbia, with a registered and records office at #306-788 Beatty Street, Vancouver, B.C.
4. The Respondent Jian Jin is a businessman with an address for service at #306-788 Beatty Street, Vancouver, B.C.
5. The Respondent Zhihong Chu, also known as Zhi Hong Chu, is a businesswoman with an address for service at #306-788 Beatty Street, Vancouver, B.C.



6. The Respondent Tie Feng Fu is a businessman with an address for service c/o Zhihong Chu, #306-788 Beatty Street, Vancouver, B.C.
7. The Respondent Hanyum Development Corp. is a corporation incorporated under the laws of the Province of British Columbia with an address for service of 950 - 1140 West Pender Street, Vancouver, BC.
8. The Respondents Zhihong Chu and Tie Feng Fu are spouses.
9. The Respondent Jian Jin is the sole director of Eagle Q.
10. Eagle Q holds an 82% interest in 0946664 B.C. Ltd. (“094”), a corporation incorporated under the laws of the Province of British Columbia. 094 is the manager of Westside Preparatory School, a private school in downtown Vancouver, pursuant to an assignment of a school management agreement dated July 31, 2012.
11. The Respondents Jian Jin and Zhihong Chu are directors of 094.

#### **The Secured Loan Agreements**

12. On January 10, 2018, Ms. Liu, on behalf of herself and on behalf of Ms. Li, entered into the Liu Loan Agreement and the Li Loan Agreement with the Respondents Eagle Q, Jian Jin and Zhihong Chu (collectively, the “**Borrowers**”).
13. Each of the Li Loan Agreement and the Liu Loan Agreement provided for a loan in the principal amount of \$3,000,000 with a 2% annual interest rate (together, the “**Loans**”).
14. The Loans were to be used for the sole purpose of “the daily operation of The Westside School”. The agreements gave Ms. Liu and Ms. Li rights to information about how the loans were used and about the operation of Westside Preparatory School, and obligated the Borrowers to provide this information.
15. On or about January 10, 2018, Ms. Liu caused \$6 million to be advanced to the Borrowers by way of two bank drafts, each in the amount of \$3 million.
16. As further consideration for Ms. Liu and Ms. Li advancing the Loans, Eagle Q and Canada Vision Investment Inc., a company owned by Ms. Liu, entered into an agreement pursuant to which Eagle Q was to pay 6% of the principal amount of the Loans to Vision Investment each year, and Ms. Liu would introduce Eagle Q’s educational brand to schools and students in China.

#### **The Amending Agreements**

17. On or about May 23, 2019, the parties entered into two written amending agreements (together, the “**Amending Agreements**”) which amended the terms of the Liu Loan Agreement and the Li Loan Agreement (together, the “**Loan Agreements**”). Again, Ms. Liu entered into the Amending Agreements on behalf of herself and on behalf of Ms. Li.

18. Pursuant to the Amending Agreements, the Loan Agreements were amended so as to now provide that: (i) the Borrowers would pay monthly interest on the principal amounts of the Loans at the rate of 2% per annum from March 23, 2019 to March 22, 2020, and at the rate of 15% per annum thereafter; (ii) interest would be calculated and compounded monthly; (iii) the principal amounts of the Loans would be repaid in full on March 22, 2020; and (iv) the failure to make timely payment of any amount required to be paid would constitute a default, and in such case all amounts outstanding would become due and payable immediately.
19. Pursuant to both Amending Agreements, the Respondent Tie Feng Fu unconditionally guaranteed all obligations of the Borrowers to Ms. Liu and Ms. Li.
20. It is a further term of the Amending Agreements that the Borrower and Mr. Fu's obligations under the Amending Agreements would be secured by:
  - (a) a mortgage of the Mortgaged Lands; and
  - (b) security interests in "all the Borrower and the Guarantor's current and future assets, including but not limited to all lands and premises, personal chattel and business assets."
21. It is a further term of the Amending Agreements that the Loans would be used "ONLY for ordinary business of academy and school" (being the Westside Preparatory School).
22. Attached to each of the Amending Agreements as Schedule A is a promissory note dated May 23, 2019 in the amount of \$6 million executed by the Borrowers and Tie Feng Fu in favour of Hong Liu and Meng Rui Li.

### **The General Security Agreement**

23. On or about May 23, 2019, the Borrowers and Mr. Fu executed a General Security Agreement in favour of the Petitioners (the "GSA").
24. The GSA grants a security interest in all of the Borrowers and Mr. Fu's assets in favour of the Petitioners as security for all present and future indebtedness and liabilities of the Borrowers and Mr. Fu to the Petitioners.
25. On or about January 6, 2020, a financing statement in respect of the GSA was registered in the British Columbia Personal Property Registry under base registration number 988468L.

### **The Unsecured Loan Agreement**

26. Ms. Liu entered into a separate, unsecured loan agreement with the Borrowers on or about April 30, 2019 (the "Unsecured Loan Agreement").
27. The Unsecured Loan Agreement provided that Ms. Liu would lend the principal amount of \$1,000,000 to the Borrowers at the interest rate of 10% from May 1, 2019 to October 31, 2019, and 15% thereafter.

28. It was a further term of the Unsecured Loan Agreement that interest would be paid monthly, and the principal would be due on October 31, 2019.
29. Sections 13 and 14 of the Unsecured Loan Agreement provide that the failure to make timely payment of an amount required to be paid would constitute a default, and in such case all amounts outstanding would become due and payable immediately.

### **Default and Amounts Owing**

30. The Borrowers have defaulted in payments of interest and in payment of the outstanding principal amounts under the Liu Loan Agreement, the Li Loan Agreement and the Unsecured Loan Agreement, and, accordingly, the Loans and all accrued interest are due and owing.
31. The amount owing pursuant to the Liu Loan Agreement, as subsequently amended, including interest to February 29, 2020, is \$3,060,780.74 together with interest accruing thereon at the rate of \$1,232.88 per day from March 23, 2020 to the date of payment and the Petitioner's costs of and related to this proceeding.
32. The amount owing pursuant to the Li Loan Agreement, as subsequently amended, including interest to February 29, 2020, is \$3,060,780.74 together with interest accruing thereon at the rate of \$1,232.88 per day from March 23, 2020 to the date of payment and the Petitioner's costs of and related to this proceeding.
33. The amount owing pursuant to the Unsecured Loan Agreement is \$1,075,852.08, together with interest at the rate of \$410.96 per day from February 29, 2020 to the date of payment.
34. By letters dated March 10, 2020 enclosing a Notice of Intention to Enforce Security, Ms. Liu demanded payment of the full amount owing under the Liu Loan Agreement, as amended, but the Respondents have refused or neglected to pay such sum or any part thereof.
35. By letters dated March 10, 2020 enclosing a Notice of Intention to Enforce Security, Ms. Li has demanded payment of the full amount owing under the Li Loan Agreement, but the Respondents have refused or neglected to pay such sum or any part thereof.
36. By letters dated March 10, 2020, Ms. Liu has demanded payment of the full amount owing under the Unsecured Loan Agreement, but Eagle Q, Jian Jin and Zhihong Chu have refused or neglected to pay such sum or any part thereof.
37. Eagle Q is joined as covenantor of each of the Loan Agreements, the Amending Agreements and the Unsecured Loan Agreement and as grantor of the GSA.
38. Jian Jin is joined as covenantor of each of the Loan Agreements, the Amending Agreements and the Unsecured Loan Agreement and as grantor of the GSA.
39. Zhihong Chu, also known as Zhi Hong Chu, is joined as covenantor of each of the Loan Agreements, the Amending Agreements and the Unsecured Loan Agreement, as grantor

of the GSA, as mortgagor under the Mortgage and as registered owner of the Mortgaged Lands.

40. Tie Feng Fu is joined as guarantor under the Amending Agreements, as grantor of the GSA, as mortgagor under the Mortgage and as registered owner of the Mortgaged Lands.
41. Hanyum Development Corp. is joined as the holder of a security interest registered against Eagle Q in the Personal Property Registry, which registration ranks in priority after the GSA.

**Part 3:LEGAL BASIS**

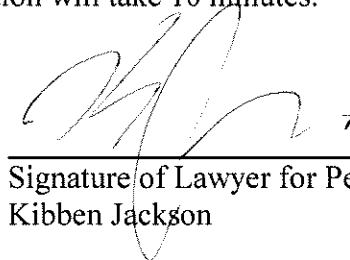
1. The Petitioners will rely on:
  - (a) Rules 10-2, 13-5, 14-1, 16-1 and 21-7 of the *Supreme Court Civil Rules*;
  - (b) Section 234(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
  - (c) Section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 359, as amended;
  - (d) Section 66 of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359, as amended; and
  - (e) the inherent jurisdiction of this Honourable Court.

**Part 4:MATERIAL TO BE RELIED ON**

1. Affidavit #1 of Hong Liu sworn May 4, 2020; and
2. Such further and other material as counsel may advise and this Honourable Court deems admissible.

The Petitioners estimate that the application will take 10 minutes.

Dated: 05-May-2020

  
\_\_\_\_\_  
Signature of Lawyer for Petitioners  
Kibben Jackson

*To be completed by the court only:*

Order made

in the terms requested in paragraphs ..... of Part 1 of this Petition

with the following variations and additional terms:  
.....  
.....  
.....  
.....

Date: .....

.....  
Signature of  Judge  Master