No. S-224444

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN DEHUA INTERNATIONAL MINES GROUPS INC.

Petitioner

APPLICATION RECORD

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Ran He
Counsel for the Applicant,
Feicheng Mining Group Co., Ltd.

July 4, 2024, at 10:00 a.m.
Vancouver Registry
One day
The Honourable Justice Walker
Application Record provided by:
THC Lawyers

TO: Service List

(Last Updated: September 6, 2023)

DLA Piper (Canada) LLP Suite 2800, Park Place 666 Burrard St. V6C 2Z7 Vancouver, BC **Attention: Colin D. Brousson and Jeffrey D. Bradshaw** Email: colin.brousson@dlapiper.com jeffrey.bradshaw@dlapiper.com dannis.yang@dlapiper.com Telephone: 604.643.6400 604.643.2941 *Counsel for the Petitioner*	FTI Consulting Canada Inc. Suite 1450, P.O. Box 10089 701 West Georgia St. Vancouver, BC V7Y 1B6 **Attention: Craig Munro and Hailey Liu** Email: Craig.Munro@fticonsulting.com Hailey.Liu@fticonsulting.com Telephone: 604.757.6108 403.454.6040 *Monitor*

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Lawson Lundell LLP Suite 1600 Cathedral Place 925 W Georgia St. Vancouver, BC V6C 3L2 **Attention: William L. Roberts** Email: wroberts@lawsonlundell.com Telephone: 604.631.9163 *Counsel for Accurate Court Bailiff Services Ltd.*	McMillan LLP 550 Burrard Street, Suite 2900 Vancouver, BC V6C 0A3 **Attention: Bernhard Zinkhofer** Email: Bernhard.Zinkhofer@mcmillan.ca Telephone: 604.689.9111 604.685.7084 *Counsel for HBIS Group International Holding Co., Limited*

BLG 1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2 **Attention: Ryan Laity and Mu Xin** Email: RLaity@blg.com MXin@blg.com Telephone: 604.632.3544 *Counsel for Huiyong Holdings (BC) Ltd.*	Weiheng Law 16th Floor, Tower A, China Technology Trading Building No. 66 North Fourth Ring West Road, Haidian District, Beijing **Attention: Wei Heng** Email: weiheng@weihenglaw.com Telephone: +86-10-62684688 *Counsel for Feicheng Mining Co., Ltd*

McMillan LLP Royal Centre, 1055 W. Georgia Street, Suite 1500 PO Box 11117 Vancouver, BC, Canada V6E 4N7 **Attention: Daniel Shouldice** Email: Daniel.Shouldice@mcmillan.ca Telephone: 604.691.6858 *Counsel for HD Mining International Ltd.*	
Bullmoose Mining Ltd 3577 West 34Th Ave Vancouver BC, V6N 2K7	Canada Revenue Agency C/O N.Sindu (462-11) 9755 King George Blvd. Surrey, BC, V3T 5E6
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Petitioner

APPLICATION RECORD INDEX

TAB 1

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Petitioner

NOTICE OF APPLICATION

Name of applicant: FEICHENG MINING GROUP CO., LTD.

To: Service List **(attached hereto as schedule "A")**

TAKE NOTICE that an application will be made by the applicant to the Honourable Mr. Justice Walker at the courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on July 4, 2024 at 10:00 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take two hours.

[ ] This matter is within the jurisdiction of an associate judge.

[X] This matter is not within the jurisdiction of an associate judge.

Part 1: ORDER(S) SOUGHT

1. An order abridging the time to serve and file this Application, if necessary.

2. An order to grant leave to the Applicant to file the Claim Package to the Petitioner as a claimed creditor in this Proceeding.

3. In the alternative of 1, an order to extend the Claim Bar Date until 30 days after the hearing date of this application.

4. Costs of this Application, if opposed; and

5. Such further and other relief as counsel may advise and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

Parties

6. The Applicant, FEICHENG MINING CROUP CO., LTD. ("**FEICHENG**"), is a corporation formed under the laws of the People's Republic of China ("**China**") with its registered office in the City of Feicheng, Province of Shandong, China.

7. The Petitioner, Canadian Dehua International Mines Group Inc. ("**Dehua**") is a corporation is a corporation formed under the laws of British Columbia. Dehua is currently the subject of this proceeding under *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 ("***CCAA***"), before the Supreme Court of British Columbia with the Court File No. S-224444 (the "**CCAA Proceeding**")

8. Naishun Liu ("**Mr. Liu**"), is a Canadian citizen and having assets in Ontario. Mr. Liu is the owner and director of Dehua. He is a successful and well-known businessman in the mining industry.

Background

9. In November 2011, the Applicant and Dehua signed an Agreement on Cooperative Development of Wapiti Coalfield in Canada, agreeing that the Applicant and Dehua would form a joint venture in Vancouver, British Columbia to cooperate in the construction and development of Wapiti Coalfield (the "**Wapiti Coalfield**") on which Dehua has the right to mind coal resources (the "**Wapiti Project**"). The Wapiti Coalfield is located in British Columbia, near the border with Alberta.

10. On March 1, 2012, the Applicant and Dehua signed an Exclusive Deposit Payment Agreement, agreeing that the Claimant Applicant shall pay an exclusive deposit equal to CNY ¥320 Million within five days to Beijing Shuailing Trading Co., Ltd., the agent of Dehua in China. Dehua undertook to use the deposit in the preliminary investment in the development of the Wapiti Coalfield.

11. On March 6, 2012, the Applicant duly paid the exclusive deposit of CNY ¥320 Million to Beijing Shuailing Trading Co., Ltd in accordance with the Exclusive Deposit Payment Agreement.

12. The Development of Wapiti Project was terminated in 2014 due to Dehua's ineffective operation. Dehua undertook in writing on November 11, 2014, to return the exclusive deposit of CNY ¥320 Million unconditionally and in full within six months, together with interest and related expenses, but never fulfilled its undertaking.

13. On February 9, 2018, Dehua and Applicant mutually agreed on a separate Repayment Agreement on repayment terms (the "**Repayment Agreement**"), that Dehua and Mr. Liu shall repay total of CNY ¥320 Million and Mr.Liu provide personal guarantee for the total amount under the Repayment Agreement.

14. In addition, according to the Repayment Agreement, any dispute arising from the Repayment Agreement shall be submitted to arbitration before the China International Economic and Trade Arbitration Commission (the "**CIETAC**") sitting in Beijing, China

15. As at June 1, 2018, Dehua and Mr. Liu only made payments in the aggregated amount of CNY ¥10,050,000, which is far less than the CNY ¥50 Million that was due on May 31, 2018 under the Repayment Agreement.

16. Because of the breach of the Repayment Agreement by Dehua and Mr. Liu (as set out above), the Applicant commenced an arbitration before CIETAC on March 1, 2019 (the "**CIETAC Arbitration**").

17. On October 9, 2019, an arbitration award (the "**Arbitration Award**") issued by the Chinese International Economic and Trade Arbitration Commission (i.e. the

"**CIETAC**") with regard to Dehua's breach of Repayment Agreement. According to the Arbitration Award, Dehua and Mr. Liu, the director of Dehua, were required to pay to the Applicant a total sum of CNY ¥315,658,378.55, plus interest.

18. Upon receiving the Arbitration Award, the Applicant commenced and focused mainly its efforts to enforce the Arbitration Award in China.

Applicant's Knowledge of this Proceeding

19. Around the end of year 2023, despite its best efforts, the Applicant was only able to satisfy a small portion of the Arbitration Award in China.

20. Therefore, in and about December 2023, the Applicant retained counsel in Canada to seek enforcement of the Arbitration Award in Canada. Shortly after that, the Applicant found out about this Proceeding for the first time.

21. On December 14, 2023, the Applicant sought to be added in this Proceeding via emailing to DLA Piper (Canada) LLP (i.e. "**DLA**"), Counsel for the Petitioner.

22. The Applicant's request to be added in this Proceeding was officially denied on January 11, 2024, by email of DLA due to the expiration of Claim Bar Date. ("**Denial Email**")

23. In the Denial Email, DLA alleged that the Monitor served the Applicant properly by conducting the following:

1) On June 29, 2022, electronic copies of the Claims Package were posted to the Monitor's website;

2) On June 30, 2022, the Monitor forwarded a Claims Package to each party that appeared on the service list or had requested a Claims Package as well as to all known creditors of the Company to the last known address of each creditor as indicated in CDI's books and records;

3) The Monitor specifically forwarded the Claims Package by registered mail to the Applicant; ("**Registered Mail**")

4) The Monitor also forwarded a copy of the Claims Package by electronic mail to the Applicant general email address; and ("**Notice Email**")

5) On July 5, 2022, the Monitor caused the Notice to Creditors to be published in the Globe and Mail (National Edition).

24. The Applicant, as a Company registered and conducting business in China, has no knowledge of the electronic copies of the Claims Package published of CCAA proceeding on Monitor's Canadian website nor the Notice to Creditors to be published in the Globe and Mail (National Edition).

25. In a following email on January 29, 2024 ("**Proof Email**"), DLA attached the receipt as Proof of service of Registered Mail. However, no specific mailing address of the Applicant was shown on the receipt and the tracking number shown on the receipt cannot be traced either. Also no signature was provided for the Registered Mail.

26. In addition, on June 30, 2022, China was under strict Covid-19 policy, international mails are under strict process to enforce the zero Covid policy in China at the time. It is most likely that international mail could not be delivered or will experience substantial delays in China at the time.

27. The Applicant never received the Registered Mail.

28. In Proof Email, DLA alleged that, on July 8, 2022, the Monitor sent the Notice Mail to the Applicant at fkjtdsb@163.com as well as W&H Law Firm ("**WH**"), the law firm that represented the Applicant in China in dealings with Dehua many years ago at weiheng@weihenglaw.com and attached the Notice Mail as Proof.

29. The Applicant did not receive the Notice Email on July 8, 2022. The fkjtdsb@163.com is an unattended email. Upon learning of the said Notice Email, Applicant tried to log into the fkjtdsb@163.com to find the email. However, the WangYi company, which operates the @163 email address closed the account due to inactivity. Thus, Applicant did not receive the Notice Email.

30. Upon confirmation with W&H Law Firm (i.e. "**WH**"), the alleged law firm that represented the Applicant in China in dealings with Dehua. However, WH has multiple branches in China. The Monitor sent the email to WH's general email of its Beijing Office. The Applicant retained lawyers in WH's Jinan office, and the lawyer was no

longer retained by the Applicant. Upon inquiring to the previous lawyer working for WH's Jinan Office, the lawyer confirmed that the Notice Email was not received by the Jinan Office, and it is unknown whether WH's Beijing office ever received the Notice Email. Since WH's Beijing and Jinan office are two completely independent law firms, they did not share such information. Thus, the Applicant did not receive the Notice Email through its former lawyer.

31. The Monitor sent the Claim Package via email to WH without confirming if WH is the lawyer of Record for the Applicant.

32. As a result, Applicant did not receive the Claim Package, and has no knowledge regarding this Proceeding before December 2023.

Part 3: LEGAL BASIS

Ineffective Service

33. The Monitor used two methods, email and register mail, to serve the Applicant and none of those methods gave proper notice to the Applicant.

34. The Applicant is a corporation formed in China with no presence in Canada.

35. Paragraph 10 of the Order Made After Application on June 28 ("**Claim Process Order**") for this Proceeding outlined the method of service for the Claim Package.

36. The Claim Process Order does not include the circumstances when serving a foreign entity that has no presence in Canada.

37. In addition, the Petitioner and Monitor never served the Claim Package on the Applicant in accordance with 4-5 (9) to (11) of the *BC Supreme Court Civil Rules*, B.C. Reg. 168/2009.

38. Thus, since the Claim Package did not come to notice to the Applicant, the Applicant submits that the service of the Claim Package is ineffective.

Inadvertent and Good Faith

39. The inadvertence causing delay to file Claim Package is not intentional of the Applicant. In fact, it is attributable to Monitor's failure to serve the Claim Package properly to the Applicant.

40. The Applicant did not receive the Claim Package in any method at all and did not recognize the need to file the Claim Package until December 2023.

41. The Applicant sought to file the Claim Package as soon as it was aware of Dehua CCAA Proceeding. Had the Applicant known the existence of Dehua CCAA Proceeding before the Claim Bar Date, it will file the proof of claim as soon as possible and before the Claim Bar Date.

42. At all times the original intent of the Applicant with Dehua CCAA Proceeding was to participate fully in this CCAA process.

43. The Applicant thus submits that it acted in good faith and did not delay or avoid participation nor did it "lying in the weeds" to gain advantage unavailable to other creditors.

The absence of prejudice

44. As of the date of this Application, Dehua CCAA Proceeding is still at an early stage that parties have not voted on any formal Plan of Arrangement. Adding the Applicant in Dehua CCAA Proceeding would not change status quo, thus won't be prejudicial to the rest of the creditors.

45. Furter, the Monitor categorized the Applicant as an Unsecured Creditor in Notice to Creditor issued on its website June 10, 2022. The Monitor and other creditors are aware that the Applicant has potential claims in the Dehua CCAA Proceeding. Allowing the Applicant to submit its claim, which it is entitled to, does not prejudice the other creditors.

46. None of the creditors will have lost a realistic opportunity to do anything that they otherwise might have done. Conversely, had the Applicant submitted its Claim Package on time, each of the other creditors would have proceeded in exactly the same fashion as they did.

47. The Applicant thus submits that creditors will not suffer ant relevant prejudice should the Applicant's late filed claim be permitted.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Jiyong Song, made April 29, 2024

2. Such further and other materials as counsel may advise and this Honouablr Court may permit

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

(a) file an application response in Form 33,

(b) file the original of every affidavit, and of every other document that

(i) you intend to refer to at the hearing of this application, and

(ii) has not already been filed in the proceeding, and

(c) serve on the applicant 2 copies of the following and on every other party of record one copy of the following:

(i) a copy of the filed application response;

(ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

(iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

June 25, 2024
Date

Signature of Ran He, lawyer for the applicant

To be completed by the court only:

Order made

[ ] in the terms requested in paragraphs …… or Part 1 of this notice of application

[ ] with the following variations and additional terms

……

……

Date: …… [dd/mmm/yyyy]……

……..

Signature of [ ] Judge [ ] Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

[ ] discovery: comply with demand for documents
[ ] discovery: production of additional documents
[ ] other matters concerning document discovery
[ ] extend oral discovery
[ ] other matter concerning oral discovery
[ ] amend pleadings
[ ] add/change parties
[ ] summary judgment
[ ] summary trial
[ ] service
[ ] mediation
[ ] adjournments
[ ] proceedings at trial
[ ] case plan orders: amend
[ ] case plan orders: other
[ ] experts
[■] None of the above

Schedule "A"

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(Last Updated: September 6, 2023)

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Harper Grey LLP 650 W Georgia St #3200 Vancouver, BC V6B 4P7 **Attention: Erin Hatch and Roselle Wu** Email: ehatch@harpergrey.com rwu@harpergrey.com Telephone: 604.895.2818 *Counsel for Canada Zhonghe Investment Ltd.*	Fasken 1500 – 1055 W Georgia St. Vancouver, BC V6E 4N7 **Attention: Kibben Jackson and Mihai Tomos** Email: kjackson@fasken.com mtomos@fasken.com Telephone: 604.631.4786 403.261.7386 *Counsel for Canadian Kailuan Dehua Mines Co., Ltd.*
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BLG 1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, BC, Canada V7X 1T2 **Attention: Ryan Laity and Mu Xin** Email: RLaity@blg.com MXin@blg.com Telephone: 604.632.3544 *Counsel for Huiyong Holdings (BC) Ltd.*	Weiheng Law 16th Floor, Tower A, China Technology Trading Building No. 66 North Fourth Ring West Road, Haidian District, Beijing **Attention: Wei Heng** Email: weiheng@weihenglaw.com Telephone: +86-10-62684688 *Counsel for Feicheng Mining Co., Ltd*
McMillan LLP Royal Centre, 1055 W. Georgia Street, Suite 1500 PO Box 11117 Vancouver, BC, Canada V6E 4N7 **Attention: Daniel Shouldice** Email: Daniel.Shouldice@mcmillan.ca Telephone: 604.691.6858 *Counsel for HD Mining International Ltd.*	
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NOTICE OF APPLICATION

THC Lawyers

885 West Georgia St, Suite 1480 Vancouver BC. V6C 3E8

Attention: Ran He

File: 81376

TAB 2

This is the 1st affidavit
of Jiyong Song in this case
and was made on April 29, 2024

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AFFIDAVIT

I, Jiyong Song, representative of FEICHENG MINING GROUP CO., LTD. ("**Our Corporation**"), of **Feicheng City, Province of Shandong, China**, an in-house counsel, AFFIRM THAT:

1. I am the in-house counsel and Associate Chief Operation Officer of the Applicant, Feicheng Mining Group Co. Ltd. in this proceeding and, as such, have knowledge of the matters contained in this affidavit, except where stated to be based on information and belief, in which case I believe them to be true.

2. I have been working in the legal department of the Petitioner since 2006.

Background

3. In November, 2011, Our Corporation and Canadian Dehua International Mines Group Inc. ("**Dehua**")signed an Agreement on the Cooperative Development of Wapiti Coalfield in Canada, agreeing that Our Corporation and Dehua would form a joint venture in Vancouver, British Columbia to cooperate in the construction and development of Wapiti Coalfield (the "**Wapiti Coalfield**") on which Dehua has the right to mind coal resources (the "**Wapiti Project**"). The Wapiti Coalfield is located in British Columbia, near the border with Alberta.

4. On March 1, 2012, Our Corporation and Dehua signed an Exclusive Deposit Payment Agreement, agreeing that Our Corporation shall pay an exclusive deposit equal to CNY ¥320 Million within five days to Beijing Shuailing Trading Co., Ltd., the agent of Dehua in China. Dehua undertook using the deposit for the preliminary investment in the development of the Wapiti Coalfield.

5. On March 6, 2012, Our Corporation duly paid the exclusive deposit of CNY ¥320 Million to Beijing Shuailing Trading Co., Ltd in accordance with the Exclusive Deposit Payment Agreement.

6. In the ensuing year, however, Dehua did not carry out the Wapiti Project effectively, which led to its termination in 2014.

7. On November 11, 2014, Mr. Naishun Liu, on behalf of Dehua, signed Minutes of Talks Regarding the Wapiti Project with Our Corporation (the "**2014 Minutes**"), under which Dehua undertook to return the exclusive deposit of CNY ¥320 Million unconditionally and in full within six months, together with interest and related expenses.

8. However, Dehua never made any payment in accordance with the 2014 Minutes.

9. After several rounds of discussion, on February 9, 2018, Dehua, Mr. Liu and Our Corporation signed a separate Repayment Agreement on repayment terms (the "**Repayment Agreement**").

10. Attached as **Exhibit "A"** of this Affidavit is a certified copy of the Repayment Agreement, and a certified translation thereof.

11. It is agreed in the Repayment Agreement that:

(a) Dehua shall repay an amount of CNY ¥10 Million before February 15, 2018;

(b) Dehua shall repay a total amount of CNY ¥50 Million before May 31, 2018 (inclusive of the payment of CNY ¥10 Million before February 15, 2018) and repay the entire deposit of CNY ¥320 Million before the end of 2021;

(c) If Dehua fails to make payments in the total amount of CNY ¥50 Million before May 31, 2018, Dehua and Mr. Liu agreed to tender various assets in China and Canada to Our Corporation and we would have the right to dispose of such assets to satisfy the payment under the Repayment Agreement;

(d) Mr. Liu shall provide a personal guarantee for all the payments under the Repayment Agreement; and

(e) Any dispute arising from the Repayment Agreement shall be submitted to arbitration before the China International Economic and Trade Arbitration Commission (the "**CIETAC**") sitting in Beijing, China.

12. As at June 1, 2018, Dehua and Mr. Liu only made payments in the aggregated amount of CNY ¥10,050,000, which is far less than the CNY ¥50 Million that was due on May 31, 2018 under the Repayment Agreement.

The Arbitration Award and the Appeal Thereof

13. Because of the breach of the Repayment Agreement by Dehua and Mr. Liu (as set out above), Our Corporation commenced an arbitration proceeding before the CIETAC on March 1, 2019 (the "**CIETAC Arbitration**").

14. On March 12, 2019, the CIETAC served a copy of the Notice of Arbitration upon Dehua and Mr. Liu in accordance with the arbitration rules of CIETAC (the "**CIETAC Rules**"). The Notice of Arbitration has been properly delivered to Dehua and Mr. Liu.

15. On June 6, 2019, the CIETAC formed a panel of three arbitrators (the "**CIETAC Panel**") to hear the CIETAC Arbitration. The hearing of the CIETAC Arbitration was scheduled on July 12, 2019.

16. On July 12, 2019, the CIETAC Panel heard the CIETAC Arbitration in Beijing. Mr. Liu duly participated in the hearing.

17. All documents related to the CIETAC Arbitration were duly served by the CIETAC on all the parties in accordance with the CIETAC Rules.

18. To the best of my understanding, Mr. Liu participated in the CIETAC Arbitration.

19. On October 9, 2019, the CIETAC issued its decision in the CIETAC Arbitration and ruled in favour of Our Corporation (i.e., the Arbitration Award giving rise to the within Petition).

20. Attached as **Exhibit "B"** of this Affidavit is a certified copy of the Arbitration Award and a certified translation thereof.

21. According to the Arbitration Award, Dehua and Mr. Liu were required to pay to Our Corporation:

(a) payment in the amount of CNY ¥309,950,000, as follows: (a) CNY ¥79,950,000 within 30 days of the Arbitration Award; (b) CNY ¥40,000,000 before December 31, 2019; (c) CNY ¥40,000,000 before December 31, 2020; and (d) CNY ¥40,000,000 before December 31, 2021;

(b) CNY ¥3,026.070.55 as penalty for late payment; and interest at 4.35% per annum;

(c) costs in the amount of CNY ¥669,925; and

(d) reimbursement of arbitration fees in the amount of CNY ¥2,012,383.

22. Therefore, according to the Arbitration Award, Dehua and Mr. Liu were required to pay Our Corporation a total sum of CNY ¥315,658,378.55, plus interest.

Enforcement of the Arbitration Award in China

23. Upon receiving the Arbitration Award, Our Corporation commenced its efforts to enforce the Arbitration Award in China.

24. As at the date of this Petition, Our Corporation was able to recover a total amount of CNY ¥77,342,236.10 from various enforcement efforts in China, which has been applied to both the interest and the principal, leaving a principal amount of CNY ¥269,937,482.87 unpaid and outstanding as at May 8, 2023. Attached hereto and marked as **Exhibit "C"** is a spreadsheet listing all the recoveries from these enforcement efforts and the calculation of the remaining balance.

The Dehua CCAA Proceeding

25. As described above, in 2020 through 2023, we focused on the enforcement of the Arbitral Award in China and recovered over ¥77 Million RMB in China. After the failure of the investment in Dehua, Our Corporation did not have any significant presence outside China. Therefore, it is reasonable for Our Corporation to exhaust enforcement options in China before we resort to any foreign jurisdiction for the balance. That is the reason why we did not commence any effort to investigate the possibility of enforcing the Arbitral Award in Canada until the end of 2023.

26. In November 2023, Our Corporation retained Dr. Ran He as our Canadian counsel to investigate the properties of Dehua and Mr. Naishun Liu. After some research, Mr. He advised us that Dehua has been the subject of a proceeding under *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 ("***CCAA***"), before the Supreme Court of British Columbia with the Court File No. S-224444 (the "**Dehua *CCAA* Proceeding**").

27. On December 14, 2023, Mr. He wrote to Mr. Colin Brousson, counsel for Dehua in the Dehua CCAA Proceeding and inquired as to whether Our Corporation could still file a claim for debt under the Dehua CCAA Proceeding.

28. Mr. He's letter was ignored by Mr. Brousson for a few weeks. On January 11, 2024, Mr. Brousson replied and did not agree to allow Our Corporation to make a claim for debt. In his email to Mr. He, Mr. Brousson listed the following purported service of the claim process order allegedly made upon Our Corporation:

1. On June 29, 2022, electronic copies of the Claims Package were posted to the Monitor's website;

2. On June 30, 2022, the Monitor forwarded a Claims Package to each party that appeared on the service list or had requested a Claims Package as well as to all known creditors of the Company to the last known address of each creditor as indicated in CDI's books and records;

3. The Monitor specifically forwarded the Claims Package by registered mail to your client, Feicheng Mining Co. ("Feicheng");

4. The Monitor also forwarded a copy of the Claims Package by electronic mail to Feicheng's general email address; and

5. On July 5, 2022, the Monitor caused the Notice to Creditors to be published in the Globe and Mail (National Edition).

(Collectively, the "**Purported Services**")

29. Attached hereto and marked as **Exhibit "D"** is a copy of the email exchanges between Mr. He and Mr. Brousson in December 2023 and January 2024.

30. On January 29, 2024, Jeffrey Bradshaw, a colleague of Mr. Brousson, sent Mr. He two emails containing more details regarding the Purported Services. Attached hereto and marked as **Exhibit "E"** is a copy of the said emails and the attachments.

31. Our Corporation conducted an inquiry regarding the Purported Service.

32. In the email from Mr. Bradshaw to Mr. He, Dehua provided a tracking number for the purportedly mailed Claims Package to Our Corporation in 2022. The tracking number appears to be RN375294292CA.

33. We conducted a diligent search of all the international mail and packages received by Our Corporation in 2022 and did not find a copy of the purported Claims Package. We searched the tracking information on the websites of both Canada Post and China Post and did not find any tracking information of the tracking number provided by Counsel for Dehua (i.e., RN375294292CA). Attached hereto and marked as **Exhibit "F"** is a copy of tracking information on the tracking number on the websites of China Post and Canada Post.

34. Our staff also called China Post for a search of the tracking number provided by Counsel for Dehua and China Post could not locate any record of the package in the system.

35. Based on my personal experience and my experience as the in-house counsel and Associate Chief Operation Officer of Our Corporation, China is still under strict zero-COVID policy in the summer of 2022 and there are numerous long-term quarantines in China, such as the well-known two-month lockdown of Shanghai, the largest city in China with over 20 million people (see for reference: https://en.wikipedia.org/wiki/2022_Shanghai_COVID-19_outbreak). Our city, Feicheng, was also under frequent city-wide quarantines in 2022. The quarantines significantly disrupted the flow of mail and packages, and a number of international mail that we were supposed to receive did not arrive.

36. Regarding the purported email fkjtdsb@163.com, that email box was registered on 163.com, which is a public email system similar to Gmail. This email address has been deactivated for many years. We made an inquiry to the company operating the email system and they were unable to recover email for Our Corporation. Attached hereto and marked as **Exhibit "G"** is a copy of the response from the email system operator.

37. Regarding the purportedly mailed Claims Package to our lawyer in China at weiheng@weihenglaw.com, we made an inquiry with the lawyer and he advised us that the package appears to be sent to the Beijing office of the law firm and his office in the City of Jinan never received a copy of the package. Attached hereto and marked as **Exhibit "H"** is a copy of the email inquiries with the lawyer of Our Corporation in China.

38. It is not Our Corporation's practice and ability to search English websites. Therefore, Our Corporation did not notice the Claims Package on the Monitor's website. In addition, to the best of my knowledge, Globe and Mail is not a newspaper circulated in China. Therefore, Our Corporation would have no access to the newspaper at all.

AFFIRMED BEFORE ME at)
the City of Feicheng, P. R. China)
on April 29, 2024)
)
)
)

.....
A commissioner for taking affidavits for
British Columbia

Ran He

.....
Jiyong Song

RAN HE
Barrister & Solicitor
THC LAWYERS
885 WEST GEORGIA ST. SUITE 1480
VANCOUVER BC V6C 3E8
Email: rhe@thclawyers.ca

Endorsement of Interpreter

I, Ruolan Tang, of PH08, 101 Peters street, Ontario, M5V2G9, CERTIFY THAT:

1. I have a knowledge of the English and Mandarin languages and I am competent to interpret from one to the other.
2. I am advised by the person swearing or affirming the affidavit and believe that the person swearing or affirming the affidavit understands the language.
3. Before the affidavit on which this endorsement appears was made by the person swearing or affirming the affidavit I correctly interpreted it for the person swearing or affirming the affidavit from the English language into the Mandarin language and the person swearing or affirming the affidavit appeared to fully understand the contents.

Date: April 29, 2024

Signature of interpreter

No. S-224444

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN DEHUA INTERNATIONAL MINES GROUPS INC.

Petitioner

AFFIDAVIT

THC Lawyers

885 West Georgia St, Suite 1480 Vancouver BC. V6C 3E8

Attention: Ran He

File: 81376

This is Exhibit "A" referred to in the
Affidavit of Jiyong Song
sworn before me on April 29, 2024 at Feicheng, P. R. China

A Commissioner for Taking Affidavits for British Columbia
Ran He

公　证　书

中华人民共和国北京市长安公证处

裁决书

Arbitral Award

中国国际经济贸易仲裁委员会

CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION

裁 决 书

〔2019〕中国贸仲京裁字第 1513 号

中国国际经济贸易仲裁委员会(以下简称"仲裁委员会")根据申请人肥城矿业集团有限责任公司(以下简称"申请人")与第一被申请人 Canadian Dehua International Mines Group Inc.(以下简称"第一被申请人")、第二被申请人刘乃顺(以下简称"第二被申请人",并于第一被申请人合称"被申请人")签订的《还款协议》中仲裁条款的约定,以及申请人于 2019 年 3 月 1 日向仲裁委员会提交的书面仲裁申请,受理了上述协议项下的本争议仲裁案。本案案件编号为 X20190350。

本案仲裁程序适用仲裁委员会自 2015 年 1 月 1 日起施行的《中国国际经济贸易仲裁委员会仲裁规则》(以下简称"《仲裁规则》")。

2019 年 3 月 12 日,仲裁委员会仲裁院以特快专递的方式向申请人和被申请人分别寄送了本案仲裁通知、《仲裁规则》和《仲裁员名册》,同时向被申请人寄送了申请人的仲裁申请书及其附件。经查,向当事人寄送的上述文件均已妥投。

由于被申请人系多方,且未在规定期限内共同选定或共同委托仲裁委员会主任指定仲裁员。根据《仲裁规则》第二十九条第(三)款的规定,本案三名仲裁员均由仲裁委员会

主任指定。仲裁委员会主任指定孙晓民先生、朱月芳女士和黄进先生担任本案仲裁员，并确定孙晓民先生担任本案首席仲裁员。上述三位仲裁员在签署了接受指定的《声明书》后，于2019年6月6日组成仲裁庭审理本案。2019年6月6日，仲裁委员会仲裁院以特快专递的方式向申请人和被申请人寄送了本案组庭通知及所附仲裁员签署的《声明书》。

仲裁庭经商仲裁委员会仲裁院，决定于2019年7月12日在北京开庭审理本案。2019年6月10日，仲裁委员会仲裁院以特快专递的方式向申请人和被申请人寄送了本案开庭通知。

2019年7月12日，仲裁庭如期在北京对本案进行了开庭审理。申请人和被申请人均委派代理人或本人亲自参加了庭审。庭审前，申请人提交了补充证据，被申请人提交了“答辩书”及所附证据。仲裁委员会仲裁院将上述材料在当事人之间进行了交换。庭审中，双方就案件的事实进行了陈述，出示了相关证据原件，对证据进行了质证，对法律问题进行了辩论，并回答了仲裁庭提出的问题。

2019年7月29日，申请人提交了“仲裁请求变更申请书”“补充代理意见”“证据目录”及所附证据。

2019年8月28日，仲裁庭决定受理申请人变更的仲裁请求，并将与申请人未变更的仲裁请求一并进行审理。

有关本案的所有仲裁文件均已由仲裁院按照《仲裁规则》

的相关规定有效送达双方当事人。

本案现已审理终结。仲裁庭根据现有书面材料和庭审查明的事实，作出本裁决。

现将本案案情、仲裁庭意见及裁决结果分述如下：

一、案　情

（一）申请人的仲裁请求及主要事实理由

2011 年 11 月 9 日，申请人同第一被申请人签订《关于合作开发加拿大马鹿河煤田的协议》，约定申请人与第一被申请人拟通过在加拿大大不列颠哥伦比亚省温哥华市注册成立合资公司的方式，合作开展第一被申请人拥有煤炭资源矿业权的 WAPITI COALFIELD 煤田（以下简称"马鹿河煤田"）的各类建设、开发工作（以下简称"马鹿河项目"）。协议第 6 条约定，申请人应在该协议签署后 6 个月内向第一被申请人交纳排他性保证金 5,000 万美元；该协议第 7 条约定，第一被申请人承诺如马鹿河项目未获批或不符合申请人投资条件，足额退还申请人保证金。

2012 年 3 月 1 日，申请人与第一被申请人签订《排他性保证金付款协议》，约定申请人应向第一被申请人支付排他性保证金数额为 3.2 亿元人民币，申请人应在协议签署后 5 日内付款。第一被申请人指定接收北京帅翎贸易有限公司该笔资金，该公司开户账号 0337500120102099804，开户行为

北京银行两桥支行。第一被申请人承诺该保证金用于马鹿河煤田开发的前期投入，包括马鹿河煤田勘探、合资公司设立、科研、环评及相关许可的办理等方面的支出，后期返还。同日，申请人与第一被申请人签订《质押协议书》，约定申请人支付排他性保证金后，第一被申请人将其合法持有的Canadian Bullmoose Mines Co.Ltd.百分之二十四的股权，以及HD Mining International Ltd.百分之四十的股权质押给申请人，作为返还排他性保证金的股权质押担保；第一被申请人同时承诺北京帅翎贸易有限公司收到排他性保证金后7日内向申请人出具书面质押报告，并将其合法持有的上述股权凭证明确背书"质押"交与申请人。

2012年3月6日，申请人通过银行转账向北京帅翎贸易有限公司支付全部人民币3.2亿元排他性保证金。

然而，第一被申请人收到排他性保证金后，其向申请人提供的并非《质押协议书》中约定其所有的Canadian Bullmoose Mines Co.Ltd.百分之二十四的股权证或HD Mining International Ltd.百分之四十的股权证，而是第一被申请人持有的"Canadian Kailun Dehua Mines Co.,Ltd."-即"开滦德华"-公司股权证，以及登记股东为"Canadian Dehua Lvliang International Mines Corp."-即"德华履良"-的"HD Mining International Ltd.""HD矿业"公司股权证，第一被申请人一并提供了相关《股权质押报告》和《关于股权及股权质押报告

的说明》。

经申请人对马鹿河项目进行论证，认为项目不具备可操作的投资条件，马鹿河项目未能有效开展。

2014 年 11 月 11 日，第二被申请人代表第一被申请人与申请人协商，确认申请人与第一被申请人终止马鹿河项目合作，申请人与第二被申请人签署《山东能源肥矿集团与加拿大德华国际矿业集团马鹿河煤田事宜会谈纪要》（以下简称“《会谈纪要》”），第一被申请人承诺 6 个月内无条件足额退还全部 3.2 亿元人民币排他性保证金；之后一年内尽快偿还申请人之前发生的 3.2 亿元人民币保证金利息及勘探、设计、化验、科研等相关费用。

后，由于第一被申请人未能按照《会谈纪要》返还排他性保证金及其它相关费用，经反复磋商，2018 年 2 月 9 日，第一被申请人、第二被申请人与申请人就还款事宜另行签订《还款协议》。协议约定第一被申请人 2018 年 5 月 31 日前返还保证金 5,000 万元人民币，自 2018 年起，每年年底偿还不低于 4,000 万元人民币，2021 年底前全部清偿排他性保证金。如第一被申请人未能在 2018 年 5 月 31 日前付清首笔 5,000 万元人民币，申请人有权依法冻结并划转第一被申请人在方山县财政局关于山西北武当山旅游开发有限公司涉及南阳沟（待核实）的补偿专用款，并加算中国同期银行贷款利率的利息；如无该笔款项存在，则申请人有权依法处置

第二被申请人被查封的山西北武当山旅游开发有限公司 49%的股权，并中国同期银行贷款利率的利息等。第二被申请人以其拥有的山西老传统酒业有限公司 49%的股权、山西北武当山旅游开发有限公司 49%的股权、被查封的一宗房产、银行存款等财产（以下简称“第二被申请人担保财产”）提供担保并承诺配合办理相应担保登记手续。如相应担保财产价值不足以抵顶 3.2 亿元人民币排他性保证金，第一被申请人还应质押其在加拿大盖森项目和墨玉河项目中的股权（资产）并办理相应质押手续。第二被申请人对《还款协议》所涉第一被申请人应偿还的数额提供连带责任担保。此外，第一被申请人、第二被申请人还应负担申请人为实现债权而负担的仲裁费、律师费等。

《还款协议》签订后，第一被申请人于 2018 年 2 月 15 日返还申请人 1,000 万元，5 月 1 日返还 5 万元人民币，但直至申请人提起仲裁，第一被申请人仍未支付首笔应付款中的余款 3,995 万元人民币，及应于 2018 年年底偿还的至少 4,000 万元人民币，履约严重迟延；同时，第二被申请人一直不予配合对第二被申请人担保财产办理质押、抵押的相关手续，导致《还款协议》无法正常履行，使申请人面临极高的履约风险。

因第一被申请人、第二被申请人一直未能及时如约支付应付款项，申请人多次通过电话、即时通讯软件、电子邮件

等方式催要剩余未付款项，但第一被申请人、第二被申请人一直以种种理由推脱，拒不履行协议约定的义务，已经构成严重违约。鉴于第一被申请人、第二被申请人严重迟延、拒绝履行合同义务的情形，导致《还款协议》无法正常履行，使申请人面临极高的履约风险，申请人有充分合理的理由认定第一被申请人、第二被申请人不具备有效履约的能力，有权要求第一被申请人立即还清全部排他性保证金。

申请人共提出以下四项仲裁请求:

1. 第一被申请人向申请人返还未付排他性保证金309,950,000 元人民币;

2. 第一被申请人向申请人支付逾期付款违约金3,026,070.55 元人民币，以及以7,995 万元人民币为基数，2019 年 7 月 13 日为起算日期，按照中国人民银行发布的同期贷款基准利率 4.35%计算至实际支付之日止的逾期付款违约金。

3. 第一被申请人承担本案仲裁费用，申请人应付的律师代理费 10,850,000 元人民币及申请人为实现债权而支付的保全费 5,000 元人民币、保全保险费 464,925 元人民币。

4. 第二被申请人对上述所有费用承担连带清偿责任。

（二）被申请人的答辩意见

1.本案基本事实

申请人于 2006 年至 2012 年期间，先后到加拿大考察第一被申请人位于 BC 省的煤田项目，并先后签署了开发墨玉

河煤田和马鹿河煤田的相关协议书。

2012 年 3 月，申请人和被申请人签署了一系列合作开发的相关协议，并依据这些协议交付给被申请人 3.2 亿人民币合作保证金。

2012 年 5 月，申请人和山东省煤田地质规划勘察研究院组成工作组，对第一被申请人拥有的马鹿田煤田实施了勘探，完成了 39 口地质钻孔和测井，总进尺 34322.24 米，现场保存岩芯 11000 余箱，修建道路 48.6 公里，运回中国国内分析化验的煤样、工程岩石力学样及瓦斯样六批（次）701 箱 8608 公斤。申请人的上述行为，累计向被申请人借款近 3,000 万美元。

依据申请人和被申请人双方签署的协议，第一被申请人退还申请人的合作保证金的条件是：（1）申请人履行协议建成年产 800 万吨煤矿的第六年；（2）申请人缴纳 3.2 亿人民币合作保证金之后的三年内书面申请提出退还。

但事实上，申请人根本没有能力履行建矿的合同约定，期满三年没有提出退还合同保证金的书面申请。

2016 年 3 月，申请人诬陷第二被申请人合同诈骗，其所在地泰安市公安局以第二被申请人涉嫌合同诈骗的理由，非法立案侦查第二被申请人，并威胁要向第二被申请人发出红色国际通缉令，同时查封冻结了与本案毫无关系的第二被申请人在中国境内的全部资产，而且把第二被申请人在中国境

内的多名亲人作为合同诈骗犯罪嫌疑人的连带人限制出境。

2018年2月8日，申请人在泰安市公安局的协助下，强迫被申请人签署了《还款协议》。第一被申请人依据协议退还了1,000万元人民币合作保证金，泰安市公安局于2018年2月23日对第二被申请人作出了撤销合同诈骗指控的决定。

由于项目没有推广成功，第一被申请人无法尽快退还这笔合作保证金，但一直在做不懈努力，并象征性地又退还了5万元人民币合作保证金。同时第一被申请人始终没有放弃依法维护自己合法权益以及要求申请人偿还其在加拿大向第一被申请人借的近3,000万美元借款。

2.被申请人的态度

申请人交付被申请人合作保证金的目的是要到加拿大开发优质的主焦煤，如果申请人在加拿大的投资包括合作保证金一旦造成无可挽回的损失，申请人的相关人员必将受到失职罪的追责。所以，第一被申请人竭诚愿意足额退还申请人的合作保证金人民币3.2亿元。

被申请人于2019年6月24日至26日向申请人的法务部长孙宪民先生发出了包含如下相关内容的微信：

（1）我公司将尽快无条件向贵方退还1亿元人民币合作保证金，其余的2.0995亿人民币将在贵方满足相关条件后，以银行汇票形式当场呈交贵方。相关条件为：

第一，相关人员在被申请人家乡方山县召开双方合作真

相说明会，消除合同诈骗嫌疑人对被申请人造成的恶劣影响和严重伤害；

第二，解除对被申请人相关资产的查封和相关的仲裁诉讼。

（2）如果申请人不能满足这两个条件，被申请人将把其余 2.0995 亿元人民币交由相关律师事务所保存，并启动如下程序：第一，控告申请人及陶山分局相关责任人的法律责任和经济责任；第二，在加拿大 BC 省法院起诉申请人偿还第一被申请人 3,000 多万美元的债务。

（三）申请人的代理意见

1.涉案多份文件均是当事人的真实意思表示，第一被申请人、第二被申请人应承担连带还款责任

关于涉案马鹿河项目保证金返还事宜，申请人与第一被申请人早就于 2014 年 11 月 11 日即以签署《会谈纪要》的形式对第一被申请人在《会谈纪要》签署后 6 个月内返还保证金这一合意予以书面确认，后期申请人与第一被申请人、第二被申请人签订的《还款协议》是执行《会谈纪要》的内容而实际签署的协议性文件，期间不存在第二被申请人所谓的欺诈、胁迫等情形，也无任何证据证明存在欺诈、胁迫等情形，第一被申请人、第二被申请人依法应根据《还款协议》承担连带还款责任。

2.两被申请人明显丧失商业信誉，其不支付到期债务的

行为严重违反了协议约定，申请人有理由要求其提前履行《还款协议》全部还款责任

（1）被申请人实际履约数额比例很小

申请人与第一被申请人签署的各协议及2014年11月11日签署的《会谈纪要》，对第一被申请人返还保证金3.2亿元人民币这一合意予以书面确认，并明确约定是无条件返还。但直至2018年2月15日，第一被申请人才第一次实际履行了还款责任，且截至本案审理，实际共返还申请人仅 1,005万元人民币，仅占总欠款数额的3.14%。

（2）为降低第一被申请人还款难度，各方签署《还款协议》，将还款责任分期并延长了还款期限

根据《会谈纪要》，第一被申请人应在2015年5月11日前还清3.2亿元人民币保证金，鉴于彼时第一被申请人未履行任何还款义务，明显丧失商业信誉，申请人要求第一被申请人提供担保，并最终达成了由第一被申请人、第二被申请人共同签署《还款协议》的解决方案。基于第二被申请人的个人保证担保和《还款协议》约定的其他担保方式，申请人接受将还款责任分期并延长还款期限至2021年底。

（3）被申请人在签署《还款协议》后不但未及时履行还款责任，也未按约定办理其他担保，已构成根本违约且明显逃避合同责任

为降低申请人债权实现的风险，《还款协议》还约定了

第二被申请人提供担保财产、第一被申请人提供加拿大盖森项目和墨玉河项目股权（资产）质押等多个担保义务。但被申请人除未及时履行还款责任外，均未配合办理任何相应担保的登记手续。

在此情况下，申请人有权要求两被申请人提前履行《还款协议》的全部义务。

《还款协议》中约定，被申请人应于2018年5月31日前返还保证金5,000万元人民币，自2018年起，每年年底偿还不低于4,000万人民币元，2021年底前全部清偿排他性保证金。也就是说，被申请人负担有返还保证金（标的）的债务（“还款责任”），但各方同时通过《还款协议》约定了可分期返还保证金的相应数额，并约定各期不同的履行期限（“各期债务”），即申请人负担了不得在约定的各期债务履行期限（2018年5月31日，以及2018年至2021年的每一年12月31日）届满前向被申请人主张约定的各期应还款数额的义务（“不得提前主张债权的义务”）。

但是，截至2018年6月1日，首期5,000万元人民币支付期限届满，被申请人仅支付1,005万元人民币，尚欠3,995万元人民币未付清。之后，截至2019年1月1日第二期4,000万元人民币支付期限届满，被申请人未在支付任何款项，且其履约严重迟延行为一直持续至本案开庭审理之日。

也就是说，在申请人如约履行了《还款协议》约定的关

于首期5,000万元人民币款项“2018年6月1日前不得主张债权”的义务（债务）后，被申请人并未履行按时付清首期5,000万元人民币款项的债务（“首期债务”）。在被申请人首期债务未按时履行的情况下，申请人依然基于良好的合作期望，继续履行了《还款协议》约定的关于第二期4,000万元人民币款项“2019年1月1日前不得主张债权”的义务（债务），但被申请人依然没有按时履行其已到期的债务（“首期债务”和“二期债务”）。

根据《中华人民共和国合同法》（以下简称“《合同法》”）第六十七条的规定，“当事人互负债务，有先后履行顺序，先履行一方未履行的，后履行一方有权拒绝其履行要求。先履行一方履行债务不符合约定的，后履行一方有权拒绝其相应的履行要求”。

本案中，被申请人没有按时履行分别于2018年6月1日、2019年1月1日到期的两期债务。鉴于被申请人作为先履行一方未履行其到期债务，申请人有权拒绝履行申请人后续的“2020年1月1日前、2021年1月1日前、2022年1月1日前不得主张债权”的义务（债务），进而可以要求被申请人提前履行全部还款责任。

本案审理过程中，被申请人不但不提出可行的还款方案，甚至还主张其对申请人享有债权，有明显不同意继续履行《还款协议》的意思表示。《合同法》第一百零七条规定，“当

事人一方不履行合同义务或者履行合同义务不符合约定的，应当承担继续履行、采取补救措施或者赔偿损失等违约责任”；第一百零八条规定，“当事人一方明确表示或者以自己的行为表明不履行合同义务的，对方可以在履行期限届满之前要求其承担违约责任”。鉴于被申请人的前述行为和其未配合办理任何《还款协议》约定的相应担保登记手续的行为，可认定被申请人已明示不同意履行协议约定的还款义务，故申请人有权在履行期限届满之前要求其承担继续履行还款责任的违约责任。

二、仲裁庭意见

本案双方当事人及代理人就本案事实和法律问题先后向仲裁庭提交了较多的资料和意见，这些资料和意见分别以证据、笔录、答辩书、代理意见、情况说明等形式保留在本案卷宗中，仲裁庭均已予以充分的审阅和考虑。仲裁庭在案情中未予摘录、述及者，或者虽已在案情部分摘录述及但未在仲裁庭意见中予以采用者，并非仲裁庭忽视或默认。

根据双方当事人提交的全部材料和庭审中查明的事实，依照案涉合同约定和法律规定，形成仲裁庭意见如下：

（一）关于本案的法律适用

案涉《还款协议》第8条约定，“本协议产生的争议依据中国法律处理”。在庭审中，当事人双方亦明确表示，本案适

用中华人民共和国法律。据此，并根据《仲裁规则》第 49 条第（二）款的规定，仲裁庭认为，解决本案争议应适用中华人民共和国法律。

（二）关于案涉《还款协议》的效力

仲裁庭注意到，被申请人主张该《还款协议》是申请人在泰安市公安局的协助下强迫被申请人签署的，并且提交了泰安市公安局 2018 年 2 月 23 日出具的撤销案件决定书（泰公经撤案字［2018］101 号），该撤销案件决定书称："我局办理的刘乃顺涉嫌合同诈骗案，因经侦查发现，不应该对犯罪嫌疑人追究刑事责任，根据《中华人民共和国刑事诉讼法》第一六一条之规定，决定撤销此案。"

仲裁庭认为，被申请人提供的上述证据尚不足以证明在签署该《还款协议》时受到公安机关的胁迫，并且被申请人也未能提供其他证据支持其上述主张。仲裁庭注意到，在申请人与被申请人之间的文件往来中，被申请人曾多次承诺要偿还申请人向其支付的 3.2 亿人民币排他性保证金。2014 年 11 月 11 日，申请人与被申请人签署的《会谈纪要》明确约定："经友好协商一致，双方同意，马鹿河煤田由肥矿集团 51%控股开发调整为 5%参股开发；德华国际矿业承诺，自双方签字确认后六个月内无条件足额退还肥矿集团 3.2 元亿人民币合作保证金本金。之后，一年内尽快偿还肥矿集团之前在此项目所发生的 3.2 亿元合作保证金利息及勘探、设计、

化验、科研等相关费用。”在被申请人作为证据提交的申请人于2018年4月17日出具的《山东能源肥城矿业集团有限责任公司与加拿大德华国际矿业集团公司终止马鹿河煤田项目合作及退还保证金事宜的说明》中称，“2013年，肥矿集团根据上级要求，结合企业自身实际，经与德华公司协商一致，双方同意终止合作。2018年2月9日，双方签订《还款协议》，进一步明确：双方终止马鹿河煤田项目合作，德华公司足额退还肥矿集团已支付的合作保证金3.2亿人民币”。

基于上述，仲裁庭认为，案涉《还款协议》系当事人双方真实的意思表示，且不违反中国法律、行政法规的强制性规定，已依法成立并生效，可作为仲裁庭判定当事人双方权利、义务的依据。

（三）仲裁庭查明的基本事实

仲裁庭需要说明的是，本案当事人双方对于相对方提供的证据材料，凡是对其证据材料的真实性不持异议，而仅对所要证明的观点提出不同意见的部分，因这些证据材料对案件事实具有证明作用，仲裁庭一概予以确认。特别是对于能够直接证明案涉基本事实、以及能够佐证争议事实的重要证据，仲裁庭在所查明的事实部分中予以摘录，以还原案件所涉基本事实。对于其他证据材料，仲裁庭虽不做一一罗列，但会结合对争议事实的认定和对法律适用的确定，在综合评析中阐述是否采信、认定的仲裁意见。

仲裁庭经审理查明：

2011 年 11 月 9 日，申请人与第一被申请人签订《关于合作开发马鹿河煤田的协议》，约定申请人与第一被申请人拟通过在加拿大大不列颠哥伦比亚省温哥华市注册成立合资公司的方式，合作开展第一被申请人拥有煤炭资源矿业权的马鹿河煤田的建设与开发。该协议第 6 条约定，申请人应在该协议签署后 6 个月内向第一被申请人交纳排他性保证金 5,000 万美元；该协议第 7 条约定，第一被申请人承诺如马鹿河项目未获中国政府批准或不符合申请人投资条件时，足额退还申请人交纳的保证金。

2012 年 3 月 1 日，申请人与第一被申请人签订《排他性保证金付款协议》，约定申请人应在本协议签署后 5 日内向第一位申请人支付人民币 3.2 亿元人民币排他性保证金。

2012 年 3 月，申请人与第一被申请人签订《质押协议书》，约定申请人支付排他性保证金后，第一被申请人将其合法持有的 24%的股权，以及 40%的股权质押给申请人，作为返还排他性保证金的股权质押担保；第一被申请人同时承诺北京帅翎贸易公司收到排他性保证金后 7 日内向申请人出具书面质押报告，将其合法持有的上述股权凭证明确背书质押交与申请人。

2012 年 3 月 6 日，申请人通过银行转账向被申请人指定收款账户北京帅翎贸易公司账户支付 3.2 亿人民币排他性保

证金。

申请人经对马鹿河项目进行论证，认为该项目不具备投资条件。2014 年 11 月 11 日，第二被申请人代表第一被申请人与申请人就退还马鹿河煤田合作保证金等相关事宜签署《会谈纪要》，第一被申请人承诺六个月内无条件除了退还全部 3.2 亿元人民币排他性保证金，并在之后一年内尽快偿还申请人此前发生的 3.2 亿人民币保证金利息及勘探、设计、化验、科研等相关费用。

由于第一被申请人未能按照上述《会谈纪要》返还排他性保证金及其他相关费用，2018 年 2 月，申请人与第一被申请人、第二被申请人签署《还款协议》，在该协议中申请人作为协议甲方、第一被申请人作为协议的乙方，第二被申请人作为担保人和抵押人。

该协议第 1 条约定："甲、乙双方同意终止马鹿河煤田项目合作，并乙方总额退还甲方已支付的合作保证金 3.2 亿元人民币。首笔款项 5,000 万元人民币于 2018 年 5 月 31 日前返还到位。...首笔还款 5,000 万元之外的剩余保证金，按照本协议第 5 条的约定分期偿还。"

第 5 条约定："乙方承诺 2021 年底前分期分批全部偿还完毕 3.2 亿元合作保证金。其中，乙方承诺：自 2018 年起，每年年底前偿还不低于 4,000 万元人民币合作保证金，2021 年底前全部清偿完毕。"

第 7 条约定:“担保人、抵押人对以上还款数额、抵押物、质押财产等承担连带清偿责任。”

《还款协议》签订后，第一被申请于 2018 年 2 月 15 日向申请人支付 1,000 万元，2018 年 5 月 1 日支付 5 万元人民币。此后，被申请人再未支付款项。

（四）关于申请人的仲裁请求

1.关于申请人的第一项仲裁请求，即第一被申请人向申请人返还未付的排他性保证金人民币 309,950,000 元。

对于本项仲裁请求，申请人主张，依照《还款协议》的约定，第一被申请人有义务向其返还未付排他性保证金人民币 309,950,000 元。同时，申请人在其代理意见中主张，申请人有权依照《合同法》第六十七条和第一百零八条的规定，要求第一被申请人提前履行《还款协议》约定的全部款项支付义务。

仲裁庭经核查，《还款协议》第 1 条约定，申请人与第一被申请人同意终止马鹿河煤田项目合作，并由第一被申请人足额退还申请人已支付的排他性保证金 3.2 亿元人民币；首笔款项 5,000 万元人民币应于 2018 年 5 月 31 前返还到位，直接支付至申请人指定的银行账户；该 5,000 万元中的 1,000 万元人民币，第一被申请人确保于 2018 年 2 月 15 日前，直接支付至申请人指定的银行账户；首笔还款 5,000 万元之外的剩余保证金，按照本协议第 5 条的约定偿还。

第 5 条约定，第一被申请人承诺 2021 年底前分期分批全部偿还完 3.2 亿元排他性保证金，其中第一被申请人承诺自 2018 年起，每年年底前偿还不低于 4,000 万元人民币排他性保证金，2021 年底前全部清偿完毕。

又查，《还款协议》签订后，第一被申请人于 2018 年 2 月 15 日和 2018 年 5 月 1 日分两次共向申请人偿还 10,050,000 元人民币，仍欠申请人 309,950,000 元排他性保证金，未予返还。

仲裁庭注意到，申请人要求第一被申请人立即返还全部未付的排他性保证金的理由是此前被申请人曾多次承诺全部返还，但均未履行，故依照《合同法》第六十七条中的先履行抗辩权以及第一百零八条逾期违约的规定，要求被申请人提前返还全部排他性保证金。

仲裁庭认为，本案审理的依据是案涉《还款协议》，尽管在该协议签署前被申请人曾多次承诺全部返还，但《还款协议》的签署即作为当事人双方返还排他性保证金新的约定，该约定取代了此前的约定，并且在《还款协议》中并无关于被申请人未能依《还款协议》还款则要立即全部清偿的约定，故当事人双方均应遵守该《还款协议》的约定。

仲裁庭同时认为，《合同法》第六十七条规定的先履行抗辩权是指当事人互负债务，有先后履行顺序的，先履行一方未履行之前，后履行一方有权拒绝其履行要求，先履行一

方履行债务不符合约定的，后履行一方有权拒绝其相应的履行要求。显而易见，案涉《还款协议》并不属于适用《合同法》第六十七条的双务合同，故《合同法》第六十七条的规定并不适用于本案。此外，对于申请人依《合同法》第一百零八条要求被申请人提前全部返还排他性保证金的主张，由于申请人未能提供充分的证据证明第一被申请人已经构成预期违约，故申请人的该主张亦无法得到仲裁庭的支持。

综上，仲裁庭认为，申请人在本项请求中提出的要求被申请人提前返还全部排他性保证金的主张，缺乏必要的事实和法律依据，仲裁庭不予支持。

仲裁庭认为，由于《还款协议》已对第一被申请人返还排他性保证金作出明确约定，第一被申请人应依《还款协议》约定分期返还未付的排他性保证金人民币共计 30,995 万元人民币，其中，本裁决书生效后 30 日内返还 7,995 万元人民币；2019 年 12 月 31 日前返还 4,000 万元人民币；2020 年 12 月 31 日前返还 4,000 万元人民币；其余款项应在 2021 年 12 月 31 日前付清。

2.关于申请人的第二项仲裁请求，即第一被申请人向申请人支付逾期付款违约金 3,026,070.55 元人民币，以及以 7,995 万元人民币为基数，2019 年 7 月 13 日为起算日期，按照中国人民银行发布的同期贷款基准利率 4.35%计算至实际支付之日止的逾期付款违约金。

对于本项请求，申请人主张，该 3,026,070.55 元人民币逾期付款违约金包括两部分：第一部分以应付未付排他性保证金 3,995 万元人民币为基数，以付款截止日期次日 2018 年 6 月 1 日为起算日期，按照中国人民银行发布的同期贷款基准利率 4.75%暂计至 2019 年 7 月 12 日，共计 2,110,782.88 元；第二部分以应付未付排他性保证金 4,000 万元人民币为基数，以付款截止日期次日 2019 年 1 月 1 日为起算日期，按照中国人民银行发布的同期贷款基准利率 4.35%暂计至 2019 年 7 月 12 日，共计 915,287.67 元人民币。

仲裁庭认为，依照《还款协议》第 1 条的约定，第一被申请人应于 2018 年 5 月 31 日前向申请人支付第一笔返还款 5,000 万元人民币，其余款项应于自 2018 年起，每年年底前偿还不低于 4,000 万元人民币。经核查，第一被申请人在 2018 年 5 月 31 日前，仅支付第一笔返还款中的 1,005 万元人民币，尚有 3,995 万元未予支付。此后，申请人再未支付任何款项，即截至 2019 年 6 月 1 日，第一被申请人尚欠申请人应付未付到期款项共计 7,995 万元。因此，仲裁庭认为，申请人的本项请求事实清楚，其关于违约金的计算基数和起算日符合合同约定，其依据《合同法》第一百零七条和中国人民银行发布的同期贷款基准利率计算违约金亦无不妥，3,026,070.55 元人民币逾期付款违约金计算正确，故对于申请人的本项仲裁请求，仲裁庭予以支持。

3.关于申请人的第三项仲裁请求，即第一被申请人向申请人承担本案的仲裁费用，申请人应付的律师代理费10,850,000 元人民币及申请人为实现债权而支付的保全费5000 元人民币、保全保险费 464,925 元人民币。

仲裁庭认为，由于本案系因被申请人违反《还款协议》所引起，故本案的仲裁费用全部应由被申请人承担。

对于本项请求中的律师代理费 10,850,000 元人民币，申请人提交了申请人与北京市炜衡（济南）律师事务所签署的《委托代理合同》和北京市炜衡（济南）律师事务所开具的金额为人民币 25 万元人民币的增值税专用发票及申请人支付人民币 25 万元人民币的银行支付凭证，仲裁庭认为，根据本案案情和申请人的举证情况，仲裁庭酌情部分支持申请人的该项主张，裁定第一被申请人应承担申请人为办理本案所支付的律师费 20 万元人民币。

对于本项请求中的保全费和保全保险费，申请人提供了北京市第一中级人民法院关于查封申请人案涉财产的（2019）京 01 财保 56 号民事裁定书、申请人支付的案件申请费人民币 5,000 元的支付凭证、北京市第一中级人民法院开具的人民法院诉讼收费专用票据、中国人民财产保险股份有限公司诉讼保全责任险保险单、申请人支付该保险单所载保险费人民币 464,925 元的银行转账凭证以及中国人民财产保险股份有限公司保险费发票等证据，仲裁庭认为，申请人在本项请

求中所主张的保全费和保全保险费系办理本案的合理支出，且这些费用支出系由于被申请人违约所引起，理应由被申请人承担的，故对于本项请求中的保全费和保全保险费，仲裁庭予以支持。

4.关于申请人的第四项仲裁请求，即第二被申请人对上述所有费用承担连带清偿责任

仲裁庭经核查，在案涉《还款协议》中，第二被申请人作为的担保人和抵押人签署了该协议；该协议第 7 条约定，担保人、抵押人对对第一被申请人向申请人清偿债务承担连带保证责任。

仲裁庭认为，案涉《还款协议》的上述约定系各方当事人真实的意思表示，合法有效。基于该约定，第二被申请人作为担保人对第一被申请人向申请人清偿债务承担连带保证责任，故对于申请人的本项请求，仲裁庭予以支持。

三、裁　决

根据上述事实与理由，仲裁庭裁决如下:

（一）第一被申请人应向申请人返还排他性保证金共计人民币 309,950,000 元，其中，本裁决书生效后 30 日内返还人民币 7,995 万元人民币，2019 年 12 月 31 日前返还人民币 4,000 万元人民币，2020 年 12 月 31 日前返还 4,000 万元人

民币，其余款项应在2021年12月31日前付清。

（二）第一被申请人向申请人支付逾期付款违约金3,026,070.55元人民币；以及以7,995万元人民币为基数按年利率4.35%自2019年7月13日起计至实际支付之日止的逾期付款违约金。

（三）第一被申请人向申请人支付申请人为办理本案所花费的律师代理费20万元人民币及申请人为实现债权而支付的保全费5,000元人民币、保全保险费464,925元人民币。

（四）第二被申请人对第一被申请人的上述支付承担连带清偿责任。

（五）本案仲裁费为人民币2,012,383元，全部由被申请人承担。该笔仲裁费申请人已向仲裁委员会缴纳，故被申请人应向申请人支付人民币2,012,383元以补偿申请人代为垫付的仲裁费。

上述（二）（三）（五）项被申请人应支付给申请人的款项，被申请人应于本裁决作出之日起三十日内向申请人支付完毕。

本裁决为终局裁决，自作出之日起生效。

（此页无正文）

首席仲裁员：

仲　裁　员：

仲　裁　员：

二〇一九年十月九日于北京

中国国际经济贸易仲裁委员会
CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION

公　证　书

（2023）京长安外民证字第50391号

申请人：肥城矿业集团有限责任公司，住所：山东省肥城市王瓜店镇，法定代表人：吴龙泉。

委托代理人：柳青青，女，1995年6月30日出生，公民身份号码：210323199506305049。

公证事项：复印件与原件相符

兹证明前面的复印件与肥城矿业集团有限责任公司的委托代理人柳青青出示给本公证员的《裁决书》的原件相符。

中华人民共和国北京市长安公证处

公　证　员

2023年11月27日

IV62762067

Arbitral Award

[redacted]

China International Economic and Trade Arbitration Commission

[redacted]

Arbitral Award of China International Economic and Trade Arbitration Commission

Claimant:	Feicheng Mining Group Co., Ltd.
Address:	Wangguadian Town, Feicheng City, Shandong Province
Representative:	Yang Nianhua, a lawyer at Beijing Weiheng (Jinan) Law Firm
1st Respondent:	Canadian Dehua International Mines Group Inc.
Address:	202-2232 West 41 st Avenue Vancouver BC Canada V6M 1Z8
2nd Respondent:	Liu Naishun (Passport No.: GK998432)
Address:	3577 West 34th Avenue, Vancouver BC Canada V6N 2K7

Beijing

October 9, 2019

Arbitral Award

[2019] ZGMZJCZ No. 1513

According to the arbitration clause in the *Repayment Agreement* by and between Feicheng Mining Group Co., Ltd. ("Claimant") on one side and Canadian Dehua International Mines Group Inc. ("1st Respondent") and Liu Naishun ("2nd Respondent", with the 1st Respondent, collectively referred to as the "Respondents") on the other side, and the written Request for Arbitration filed by the Claimant to China International Economic and Trade Arbitration Commission ("CIETAC") on March 1, 2019, CIETAC accepted the case related to certain disputes arising out of the aforesaid agreement. Case No. X20190350 was allocated to the case.

These arbitration proceedings are governed by the *Arbitration Rules of China International Economic and Trade Arbitration Commission* with effect from January 1, 2015 ("Arbitration Rules").

On March 12, 2019, CIETAC Arbitration Court sent by express service to the Claimant and the Respondents respectively, the Notice of Arbitration, the *Arbitration Rules* and the *Panel of Arbitrators* accompanied with the Request for Arbitration and its attachments. Upon inquiry, the above documents served on the parties were duly served.

The two Respondents failed to jointly appoint or jointly entrust the CIETAC Chairman to appoint arbitrators within the required period. According to Article 29.3 of the *Arbitration Rules*, the three arbitrators were appointed by the CIETAC Chairman. The CIETAC Chairman appointed Mr. Sun Xiaomin, Ms. Zhu Yuefang and Mr. Huang Jin as the arbitrators for the case, and Mr. Sun Xiaomin was decided as the presiding arbitrator. After signing the *Declarations* confirming acceptance of such appointments, the three arbitrators formed an arbitral tribunal on June 6, 2019 and examined the case. On June 6, 2019, CIETAC Arbitration Court sent by express service to the Claimant and the Respondents respectively, the Notice of Formation of the Arbitral Tribunal and the attached *Declarations* signed by the arbitrators.

The arbitral tribunal at CIETAC Arbitration Court decided to examine the case in Beijing on July 12, 2019. On June 10, 2019, CIETAC Arbitration Court sent by express service to the Claimant and the Respondents respectively the Notice of Oral Hearing of the case.

On July 12, 2019, the arbitral tribunal held an oral hearing on the case as scheduled in Beijing. Both the Claimant and the Respondents attended the hearing by representative or in person. Before the hearing, the Claimant submitted supplementary evidence, and the Respondents submitted the Statements of Defense attached with evidence. CIETAC Arbitration Court procured the exchange of the above evidence between the parties. During the hearing, the parties stated facts about the case, presented original evidence, carried out cross-examination of evidence, held a debate on relevant legal issues, and answered the questions raised by the arbitral tribunal.

On July 29, 2019, the Claimant submitted a "Request to Change Claims", a "Supplementary Representative's Opinion" and a "List of Exhibits" attached with evidence.

On August 28, 2019, the arbitral tribunal decided to accept the Claimant's changed claims and include them into the Claimant's unchanged claims for hearing. All arbitration documents related to the case were duly served by the Arbitration Court on both parties according to the *Arbitration Rules*.

The case has now been concluded. According to the available written documents and the facts ascertained in the hearing, the arbitral tribunal has rendered this arbitral award.

The facts of the case and the opinions and arbitral award of the arbitral tribunal are stated as follows:

I. Facts of the Case

(I) Claimant's claims and facts and grounds

On November 9, 2011, the Claimant and the 1st Respondent signed the *Agreement on Cooperative Development of Wapiti Coalfield in Canada*, agreeing that the Claimant and the 1st Respondent would cooperate in the construction and development of Wapiti Coalfield ("Wapiti Coalfield") on which the 1st Respondent had the right to mine coal resources by establishing a joint venture in Vancouver, British Columbia, Canada ("Wapiti Project"). As stated in Article 6 of the Agreement, the Claimant shall, with 6 months after the date of the Agreement, pay the 1st Respondent an exclusive deposit of USD 50 million; and as stated in Article 7 of the Agreement, the 1st Respondent undertook to return the Claimant's deposit in full if the Wapiti Project was not approved or did not meet the Claimant's investment requirements.

On March 1, 2012, the Claimant and the 1st Respondent signed the *Exclusive Deposit Payment Agreement*, agreeing that the Claimant shall pay the 1st Respondent an exclusive deposit equal to RMB 320 million within 5 days after the date of the Agreement. The 1st Respondent instructed Beijing Shuailing Trading Co., Ltd. (account number: 0337500120102099804 and bank of deposit: Bank of Beijing Liangqiao Sub-branch) to receive the amount. The 1st Respondent undertook to use the deposit in the preliminary investment in the development of Wapiti Coalfield, including expenditures on coal exploration of Wapiti Coalfield, establishment of joint venture company, scientific research, environmental assessment and handling of relevant licenses, and to return it later. On the same day, the Claimant and the 1st Respondent signed the *Pledge Agreement*, agreeing that after the Claimant paid the exclusive deposit, the 1st Respondent would pledge its 24% shares in Canadian Bullmoose Mines and its 40% shares in HD Mining International Ltd. to the Claimant as security for returning the exclusive deposit; In addition, the 1st Respondent undertook that Beijing Shuailing Trading Co., Ltd. would issue a written pledge report to the Claimant within 7 days after receipt of the exclusive deposit, endorse the share certificate for the shares legally held by it with "pledge", and deliver it to the Claimant.

On March 6, 2012, the Claimant paid the exclusive deposit of RMB 320 million to Beijing Shuailing Trading Co., Ltd. through bank transfer.

However, after the 1st Respondent received the exclusive deposit, what submitted to the Claimant was not the share certificate for the 24% shares in Canadian Bullmoose Mines Co., Ltd. or the share certificate for the 40% shares in HD Mining International Ltd., as agreed in the *Pledge Agreement*, but the share certificate for certain shares held by the 1st Respondent in Canadian Kailun Dehua Mines Co.,Ltd. and the share certificate for certain shares in HD Mining International Ltd., the registered shareholder of which was Canadian Dehua Lvliang International Mines Corp. The 1st Respondent also provided the relevant *Equity Pledge Report* and the *Statement on Equity and Equity Pledge Report*.

The Claimant's argument on Wapiti Project indicates that the project does not have operable investment conditions, and Wapiti Project is not carried out effectively.

On November 11, 2014, the 2nd Respondent representing the 1st Respondent negotiated with the Claimant and confirmed that the Claimant and the 1st Respondent terminated their cooperation on Wapiti Project. The Claimant and the 2nd Respondent signed the *Minutes of Talks on Wapiti Coalfield Matters between Shandong Energy Feicheng Mining Group and Canadian Dehua International Mines Group Inc.* ("Minutes of Talks"), under which the 1st Respondent undertook to return the exclusive deposit of RMB 320 million unconditionally and in full within 6 months, and to repay any interest accrued on the Claimant's deposit of RMB 320 million and related expenses, such as exploration, design, testing and scientific research costs, as soon as possible within one year after that.

Later, the 1st Respondent failed to return the exclusive deposit and other related expenses according to the Minutes of Talks. After rounds of discussion, on February 9, 2018, the 1st and 2nd Respondents and the Claimant signed a separate *Repayment Agreement* on repayment matters. It is agreed in the Agreement: the 1st Respondent shall repay partial deposit of RMB 50 million by May 31, 2018, repay no less than RMB 40 million at the end of each year from 2018, and pay off the exclusive deposit before the end of 2021. If the 1st Respondent fails repay partial deposit of RMB 50 million by May 31,

2018, the Claimant shall have the right to block and transfer the special compensation fund of the 1st Respondent deposited with Fangshan County Finance Bureau for Nanyanggou (to be verified) of Shanxi Bei Wudang Mountain Tourism Development Co., Ltd. according to law, together with any interest accrued at the bank loan interest rate for the same period in China; and if the fund is unavailable, the Claimant shall have the right to dispose of 49% shares in Shanxi Bei Wudang Mountain Tourism Development Co., Ltd. seized by the 2nd Respondent and receive any interest accrued at the bank loan interest rate for the same period in China. The 2nd Respondent shall provide its 49% shares in Shanxi Laochuantong Liquor Co., Ltd., its 49% shares in Shanxi Bei Wudang Mountain Tourism Development Co., Ltd., one seized real estate property, bank assets and other property ("2nd Respondent's Collateral") as collateral for security, and undertake to cooperate with security registration. If the value of the Collateral is less than the value of exclusive deposit, i.e. RMB 320 million, the 1st Respondent shall also provide its equity in (assets of) Canadian Gething Project and Murray Project as collateral for security and complete pledge registration. The 2nd Respondent shall bear the joint and several security liability for the 1st Respondent's repayment under the Repayment Agreement. In addition, the 1st and 2nd Respondents shall also pay arbitrator's fees and attorney's fees incurred by the Claimant for realizing the creditor's right.

After the date of the *Repayment Agreement*, the 1st Respondent returned RMB 10 million to the Claimant on February 15, 2018 and RMB 50,000 on May 1, 2018. However, until the Claimant initiated arbitration proceedings, the 1st Respondent still failed to pay the remaining amount of the first installment, RMB 39.95 million, and the minimum RMB 40 million that should be repaid by the end of 2018. A serious performance delay was constituted. Meanwhile, the 2nd Respondent refused to cooperate with the pledge and mortgage registrations for the 2nd Respondent's Collateral, rendering the failure to duly perform the Repayment Agreement and exposing the Claimant to extremely high performance risks.

Considering the 1st and 2nd Respondents' long-lasting failure to perform their repayment and other obligations, the Claimant repeatedly requested for repayment by call, instant messaging software, e-mail and other means, but the 1st and 2nd Respondents have been shirking for various reasons and refused to perform the agreed obligations. A serious breach of contract was constituted. As the 1st and 2nd Respondents seriously delayed in performing, and rejected to perform, the contractual obligations, rendering the failure to duly perform the *Repayment Agreement* and exposing the Claimant to extremely high performance risks, the Claimant has sufficient and reasonable reason to recognize that the 1st and 2nd Respondents were not capable of effectively performing the agreement, and has the right to require the 1st Respondent to pay off the exclusive deposit immediately.

The Claimant submitted four claims as follows:

1. The 1st Respondent should return to the Claimant the unpaid exclusive deposit, RMB 309,950,000;

2. The 1st Respondent should pay the Claimant a late repayment penalty, RMB 3,026,070.55, and the default interest calculated on the base amount of RMB 79,950,000 at 4.35% of the benchmark interest rate for loans for the same period issued by the People's Bank of China from the value date of July 13, 2019 until the date of actual payment;

3. The 1st Respondent should bear the arbitration fee of the case, the attorney's fee incurred by the Claimant (RMB 10,850,000), the preservation fee paid by the Claimant for the realization of the creditor's right (RMB 5,000) and preservation insurance fee (RMB 464,925).

4. The 2nd Respondent should be jointly and severally liable for all the above fees and costs.

(II) Defenses of the Respondents

1. Basic facts of the case

Between 2006 and 2012, the Claimant traveled to Canada to inspect the 1st Respondent's coalfield projects in B.C. and signed agreements for the development of Murray Coalfield and Wapiti

Coalfield successively.

In March 2012, the Claimant and the Respondents signed a series of agreements relating to cooperative development and delivered to the Respondents a cooperation deposit of RMB 320 million pursuant to these agreements.

In May 2012, the Claimant and Shandong Institute of Coal Geological Exploration and Engineering (SICGEE) formed a working group, which explored the Wapiti Coalfield owned by the 1st Respondent, and completed drilling and logging for 39 geological boreholes, with a total footage of 34,322.24 meters, rock cores in more than 11,000 boxes preserved on-site, 48.6 kilometers of roads constructed, and coal samples, engineering rock mechanics samples and gas samples in six batches (701 boxes and 8,608 kg) transported back to China for domestic analyse and test. For the activities above, the Claimant has borrowed nearly USD 30 million cumulatively from the Respondents.

According to the agreements between the Claimant and the Respondents, the returning of the cooperation deposit by the 1st Respondent to the Claimant is conditional on: (1) the sixth year after the Claimant completes a coal mine with an annual production capacity of 8 million tons according to the agreement; and (2) within three years after the payment of the RMB 320 million cooperation deposit, the Claimant applies in writing for the refund.

However, in fact, the Claimant was simply incapable of fulfilling the contractual agreement to build the mine, and three years after the expiration of the period did not submit a written request for the return of the deposit.

In March 2016, the Claimant falsely accused the 2nd Respondent of contract fraud, and the Public Security Bureau of Tai'an City, where the Claimant was located, illegally opened a case for investigation of the 2nd Respondent on the grounds that the 2nd Respondent was suspected of contract fraud, threatened to issue an Interpol Red Notice against the 2nd Respondent, and at the same time seized and froze all of the assets of the 2nd Respondent that were unrelated to the case, in the territory of China, and also restrained a number of the relatives of the 2nd Respondent in the territory of China from going out of the territory of China as if they were the persons suspected of having committed the criminal act of contract fraud.

On February 8, 2018, the Claimant forced the Respondents to sign the *Repayment Agreement* with the assistance of the Public Security Bureau of Tai'an City. The 1st Respondent returned the RMB 10 million cooperation deposit pursuant to the agreement, and the Public Security Bureau of Tai'an City issued a decision on February 23, 2018 to withdraw the charge of contract fraud against the 2nd Respondent.

As the project was not promoted successfully, the 1st Respondent was unable to refund all cooperation deposit as soon as possible, but has been making unremitting efforts and has symbolically refunded another RMB 50,000 cooperation deposit. Meanwhile, the 1st Respondent has never given up on defending its legitimate rights and interests in accordance with the law and demanding that the Claimant repay the nearly USD 30 million it borrowed from the 1st Respondent in Canada.

2. Position of the Claimant

The purpose of the Claimant to place the cooperation deposit with the Respondents is to develop high-quality main coking coals in Canada. If the Claimant's investment in Canada, including the cooperation deposit, causes irreparable losses, the relevant personnel of the Claimant will be held liable for the crime of dereliction of duty. Therefore, the 1st Respondent is sincerely willing to refund the Claimant's cooperation deposit of RMB 320 million in full.

The Respondents sent the following WeChat messages to Mr. Sun Xianmin, the Claimant's head of legal affairs, between June 24 and 26, 2019:

(1) We will unconditionally refund RMB 100 million to you as soon as possible, and the remaining RMB 209.95 million will be presented to you in the form of a bank draft on the spot after you have fulfilled the relevant conditions. The relevant conditions are:

I. The relevant personnel hold a truth-seeking meeting in Fangshan County, the hometown of the Respondents, on cooperation between the two parties to eliminate the bad influence and serious harm caused to the Respondents by the suspected contract fraudster; and

II. The seizure of the Respondents' relevant assets and related arbitration proceedings are released.

(2) If the Claimant fails to fulfill these two conditions, the Respondent will hand over the remaining RMB 209.95 million to the relevant law firm for safekeeping and initiate the following procedures: first, charge the Claimant and the relevant persons responsible for the Taoshan Branch with legal and financial liability; and second, sue the Claimant in a court in B.C., Canada, for the repayment of a debt, more than USD 30 million, to the 1st Respondent.

(III) Opinions of the Claimant's Representative

1. The documents in question are the true expressions of the parties, and the 1st and 2nd Respondents should be jointly and severally liable for repayment of the debt.

Regarding the returning of the deposit for Wapiti Project, the Claimant and the 1st Respondent had signed the Minutes of Talks on November 11, 2014, which confirmed in writing the 1st Respondent's agreement to return the deposit within six months after the signing of the Minutes of Talks, and the *Repayment Agreement* signed by the Claimant and the 1st and 2nd Respondents later was an agreement document actually signed to implement the contents of the Minutes of Talks. During the period, there was no fraud, coercion, etc. asserted by the 2nd Respondent, nor was there any evidence thereof. The 1st and 2nd Respondents should be jointly and severally liable for repayment according to the *Repayment Agreement*.

2. The two Respondents have obviously lost their business credibility, and their failure to pay the debts as they fall due constitutes a serious violation of the agreement, and the Claimant is justified in requesting them to prepay all their repayment obligations under the *Repayment Agreement*.

(1) The percentage of actual performance by the Respondents is small.

The various agreements signed by the Claimant and the 1st Respondent, as well as the Minutes of Talks dated November 11, 2014, confirmed in writing the consent of the 1st Respondent to return the deposit of RMB 320 million and expressly agreed an unconditional return. However, it was not until February 15, 2018 that the 1st Respondent actually fulfilled its repayment obligation for the first time and, as of the hearing of the case, the 1st Respondent had actually returned a total of only RMB 10.05 million to the Claimant, representing only 3.14% of the total amount owed.

(2) In order to minimize the difficulty of repayment by the 1st Respondent, the parties signed a *Repayment Agreement*, in which the repayment obligation was divided into installments and the repayment period was extended.

According to the Minutes of Talks, the 1st Respondent should repay the RMB 320 million deposit by May 11, 2015. In view of the fact that the 1st Respondent had not fulfilled any repayment obligation by that time and had obviously lost its business reputation, the Claimant requested the 1st Respondent to provide security, and finally reached a solution in the form of the *Repayment Agreement* to be jointly signed by the 1st and 2nd Respondents. Based on the personal warranty security of the 2nd Respondent and other guarantees agreed in the *Repayment Agreement*, the Claimant accepted to fulfill the repayment obligation by installments and extend the repayment period to the end of 2021.

(3) After signing the *Repayment Agreement*, the Respondents not only failed to fulfill their repayment obligations in a timely manner, but also failed to apply for other guarantees as agreed, which constituted a fundamental breach of contract and obvious evasion of contractual responsibilities.

In order to reduce the Claimant's creditor's right risk, the *Repayment Agreement* also agreed on a number of security obligations, such as the provision of collateral by the 2nd Respondent, and the provision of a pledge on the equity (assets) of Gething Project and Murray Project in Canada by the 1st

Respondent. However, in addition to failing to fulfill their repayment obligations in a timely manner, none of the Respondents cooperated in the registration of any of the corresponding guarantees.

Under these circumstances, the Claimant has the right to request the two Respondents to prepay all obligations under the *Repayment Agreement*.

It is agreed in the *Repayment Agreement*: the Respondents shall repay partial deposit of RMB 50 million by May 31, 2018, repay no less than RMB 40 million at the end of each year from 2018, and pay off the exclusive deposit before the end of 2021. In other words, the Respondents bear the obligation to return the deposit (the subject) (the "Repayment Obligation"), but at the same time, the parties have agreed through the *Repayment Agreement* to return the deposit in installments of the corresponding amount, and to agree on a different period of time for the performance of each installment (collectively "Installments"), i.e., the Claimant bears the obligation not to claim the agreed amounts of repayment of the Installments against the Respondents prior to the agreed expiry dates of the Installments (May 31 2018, and December 31 of each year from 2018 to 2021) ("Obligation not to Claim Creditor's Right in Advance").

However, by June 1, 2018 when the first installment of RMB 50 million was due, the Respondents had only paid RMB 10.05 million, leaving an outstanding balance of RMB 39.95 million. Subsequently, when the payment period for the second installment of RMB 40 million was due on January 1, 2019, the Respondents had not made any payment, and the serious delay in performance continued until the date of the hearing of the case.

In other words, after the Claimant had duly fulfilled its obligation, "not to claim the credit's right by June 1, 2018", (the debt) as agreed in the Repayment Agreement in respect of the first installment of RMB 50 million, the Respondents did not fulfill their obligation to pay the first installment of RMB 50 million ("Initial Installment") on time. When the Respondents failed to pay the Initial Installment on time, the Claimant still continued to its obligation, "not to claim the credit's right by January 1, 2019", (the debt) as agreed in the Repayment Agreement in respect of the second installment of RMB 40 million, based on the good expectation of cooperation, but the Respondents still failed to repay the debts when they become due ("Initial Installment" and "Second Installment").

As stipulated in Article 67 of the *Contract Law of the People's Republic of China* (hereinafter referred to as the "Contract Law"), "where the parties owe performance toward each other and there is an order of performance, prior to performance by the party required to perform first, the party who is to perform subsequently is entitled to reject its requirement for performance. If the party required to perform first rendered non-conforming performance, the party who is to perform subsequently is entitled to reject its corresponding requirement for performance."

In the case, the Respondents failed to duly perform the two installments due on June 1, 2018 and January 1, 2019 respectively. In view of the failure to perform the obligations of the Respondents as the party required to perform first, the Claimant is entitled to refuse to perform its subsequent obligations, "not to claim the creditor's rights until January 1, 2020, January 1, 2021, and January 1, 2022", (the debts) and to request the Respondents to fulfill all of their repayment obligations in advance.

In the course of the trial, the Respondents not only did not put forward a feasible repayment plan, but even asserted that it had certain creditor's right against the Claimant, and clearly did not agree to continue to perform the Repayment Agreement. As stipulated in Article 107 of the *Contract Law*, "if a party fails to perform its obligations under a contract, or its performance fails to satisfy the terms of the contract, it shall bear the liabilities for breach of contract such as to continue to perform its obligations, to take remedial measures, or to compensate for losses"; and as stipulated in Article 107, "where one party expressly states or indicates by its conduct that it will not perform its obligations under a contract, the other party may hold it liable for breach of contract before the time of performance." In view of the aforesaid actions of the Respondents and their failure to cooperate in the registration of the guarantees as stipulated in the *Repayment Agreement*, it can be concluded that the

Respondents have expressly disagreed to perform the repayment obligations as stipulated in the agreement, and therefore the Claimant has the right to demand that the Respondents bear the default liability of continuing to perform the repayment obligations before the expiration of the time limit.

II. Opinions of the Arbitral Tribunal

The parties and their representatives in the case have submitted to the arbitral tribunal a lot of documents and opinions on the facts and legal issues of the case, which have been retained in the case docket in the form of evidence, transcripts, statements of defense, representatives' opinions, statements of case and so on, and the arbitral tribunal has fully examined and considered them. Any matter that the arbitral tribunal has not summarized or referred to in the facts of the case, or any matter that the arbitral tribunal has summarized and referred to in the facts of the case but has not been used in the opinions of the arbitral tribunal is not a sign of neglect or acquiescence on the part of the arbitral tribunal.

On the basis of all the documents submitted by the parties and the facts ascertained in the hearing, and in accordance with the disputed contractual agreements and relevant laws, the arbitral tribunal formed the following opinions:

(I) Application of the law to the case

As agreed in Article 8 of the disputed *Repayment Agreement*, "disputes arising from the Agreement shall be handled in accordance with the laws of PRC." During the hearing, the parties also made it clear that the laws of PRC were applicable to the case. Accordingly, and in accordance with Article 49.2 of the *Arbitration Rules*, the arbitral tribunal is of the opinion that the laws of PRC shall be applied to the dispute resolution.

(II) Validity of the disputed *Repayment Agreement*. The arbitral tribunal noted that the Respondents claimed that the *Repayment Agreement* was forced by the Claimant to be signed by the Respondents with the assistance of the Public Security Bureau of Tai'an City, and submitted the Decision on Revocation of Case (TGJCAZ [2018] No. 101) issued by the Public Security Bureau of Tai'an City on February 23, 2018, which stated that, "by reference to the case handled by the Bureau concerning Liu Naishun's suspected contractual fraud, we found through investigation that the suspect should not be pursued for criminal responsibility, so under Article 161 of the *Criminal Procedure Law of the PRC*, the Bureau decides to revoke the case."

The arbitral tribunal held that the evidence provided by the Respondents was not sufficient to prove that it had been coerced by the public security authority in signing the *Repayment Agreement*, and that the Respondents had failed to provide other evidence to support its claim. The arbitral tribunal noted that in the exchange of documents between the Claimant and the Respondents, the Respondents had repeatedly promised to reimburse the Claimant for the RMB 320 million exclusive deposit paid to it. The Minutes of Talks dated November 11, 2014 between the Claimant and the Respondents expressly stipulated that: "after friendly consensus, both parties agreed that the development of the Wapiti Coalfield would be adjusted from the circumstance where Feicheng Mining Group held 51% as a controller to the circumstance where Feicheng Mining Group held 5% as a participant; Dehua International Mines undertook to unconditionally and in full refund to Feicheng Mining Group the cooperation deposit's principal of RMB 320 million within six months after the signing of the Minutes of Talks by the two parties, and to pay and reimburse Feicheng Mining Group for the interest on the RMB 320 million cooperation deposit previously incurred by the Feicheng Mining Group for the project, as well as related costs and expenses incurred in exploration, design, assaying and scientific research as soon as possible within one year thereafter." In the *Explanation on Termination of Cooperation on Wapiti Coalfield Project and Refund of Deposit Matters Between Shandong Energy Feicheng Mining Group and Canadian Dehua International Mines Group Inc.* submitted by the Respondents as evidence and issued by the Claimant on April 17, 2018, it is stated that, "in 2013, Feicheng Mining Group, following the requirements of the superior authority and considering its own actuality, agreed to terminate the cooperation with the consent from of Dehua. On February 9, 2018,

the two parties entered into the *Repayment Agreement*, which further clarified that the two parties terminated the cooperation on the Wapiti Coalfield Project and Dehua would return the cooperation deposit of RMB 320 million paid by Feicheng Mining Group in full."

In view of the above, the arbitral tribunal is of the opinion that the disputed *Repayment Agreement* is a true expression of the parties' intention, does not violate the mandatory provisions of applicable laws and regulations of the PRC, and has been established in accordance with laws, has entered into force, and can serve as the basis for the arbitral tribunal to determine the rights and obligations of the parties.

(III) Basic factual findings of the arbitral tribunal

The arbitral tribunal would like to make it clear that the arbitral tribunal recognizes the evidentiary materials provided by the parties in the case that the parties do not dispute the authenticity of the evidentiary materials but only disagree with the points of view to be proved by the evidentiary materials, as they are probative of the facts of the case. In particular, the arbitral tribunal summarizes, in its factual findings, material evidence that directly proves the essential facts of the case and corroborates the facts in dispute, in order to restore the essential facts of the case. With regard to other evidentiary materials, the arbitral tribunal does not list them all, but states its arbitral opinion on whether to recognize or admit them in a comprehensive assessment, taking into account the determination of the disputed facts and the determination of the application of the law.

Through the trial, the arbitral tribunal found:

On November 9, 2011, the Claimant and the 1st Respondent signed the *Agreement on Cooperative Development of Wapiti Coalfield in Canada*, agreeing that the Claimant and the 1st Respondent would cooperate in the construction and development of Wapiti Coalfield on which the 1st Respondent had the right to mine coal resources by establishing a joint venture in Vancouver, British Columbia, Canada. As stated in Article 6 of the Agreement, the Claimant shall, with 6 months after the date of the Agreement, pay the 1st Respondent an exclusive deposit of USD 50 million; and as stated in Article 7 of the Agreement, the 1st Respondent undertook to return the Claimant's deposit in full if the Wapiti Project was not approved by PRC Government or did not meet the Claimant's investment requirements.

On March 1, 2012, the Claimant and the 1st Respondent signed the *Exclusive Deposit Payment Agreement*, agreeing that the Claimant shall pay the 1st Respondent an exclusive deposit equal to RMB 320 million within 5 days after the date of the Agreement.

In March 2012, the Claimant and the 1st Respondent signed the *Pledge Agreement*, agreeing that after the Claimant paid the exclusive deposit, the 1st Respondent would pledge its 24% shares and its another 40% shares to the Claimant as security for returning the exclusive deposit; In addition, the 1st Respondent undertook that Beijing Shuailing Trading Co., Ltd. would issue a written pledge report to the Claimant within 7 days after receipt of the exclusive deposit, endorse the share certificate for the shares legally held by it with "pledge", and deliver it to the Claimant.

On March 6, 2012, the Claimant paid the exclusive deposit of RMB 320 million to the bank account of Beijing Shuailing Trading Co., Ltd. designated by the Respondents through bank transfer.

The Claimant's argument on Wapiti Project indicates that the project was not ready for investment. On November 11, 2014, the 2nd Respondent representing the 1st Respondent and the Claimant signed the Minutes of Talks in respect of the returning of the cooperation deposit for Wapiti Coalfield and other relevant matters, under which the 1st Respondent undertook to return the exclusive deposit of RMB 320 million unconditionally and in full within 6 months, and to pay and reimburse for interest on the RMB 320 million cooperation deposit previously incurred by the Claimant, as well as related costs and expenses incurred in exploration, design, assaying and scientific research as soon as possible within one year thereafter.

The 1st Respondent failed to return the exclusive deposit and other related expenses according to the

Minutes of Talks, so in February 2018, the 1st and 2nd Respondents and the Claimant signed a *Repayment Agreement* on repayment matters, to which the Claimant acted as Party A, the 1st Respondent acted as Party B, and the 2nd Respondent acted as a Guarantor and Mortgagor.

As stated in Article 1 of the agreement, "Party A and Party B agree to terminate the cooperation on the Wapiti Coalfield Project, and Party B will return the cooperation deposit of RMB 320 million paid by Party A in full. The initial installment of RMB 50 million will be paid before May 31, 2018... The remaining deposit, after the initial installment of RMB 50 million is paid, will be paid in installments according to Article 5 of the Agreement."

As stated in Article 5, "Party B undertakes to fully repay the RMB 320 million cooperation deposit in installments by the end of 2021. In particular, Party B undertakes to repay no less than RMB 40 million by the end of each year starting from 2018, and to fulfill the repayment obligation by the end of 2021."

As stated in Article 7, "the Guarantor and Mortgagor is jointly and severally liable for the above repayment amount, the collateral and the pledged property."

After the Repayment Agreement was signed, the 1st Respondent paid the Claimant RMB 10 million on February 15, 2018 and RMB 50,000 on May 1, 2018. Thereafter, no further payment was made by the Respondents.

(IV) Claims of the Claimant

1. The first claim of the Claimant is that the 1st Respondent should return to the Claimant the unpaid exclusive deposit, RMB 309,950,000.

In this claim, the Claimant asserted that, in accordance with the *Repayment Agreement*, the 1st Respondent was obliged to return to it the unpaid exclusivity deposit of RMB 309,950,000. At the same time, the Claimant claimed in its Representative's Opinion that the Claimant had the right to request the 1st Respondent to fulfill all the payment obligations stipulated in the *Repayment Agreement* in advance in accordance with the provisions of Articles 67 and 108 of the Contract Law.

The arbitral tribunal has verified that: Article 1 of the *Repayment Agreement* stipulates that the Claimant and the 1st Respondent agree to terminate the cooperation on the Wapiti Coalfield Project, and Party B will return the cooperation deposit of RMB 320 million paid by Party A in full; the initial installment of RMB 50 million will be returned by May 31, 2018 and paid directly to the bank account designated by the Claimant; the 1st Respondent ensures that RMB 10 million of the RMB 50 million will be paid before February 15, 2018 directly to the bank account designated by the Claimant; and the remaining deposit, after the initial installment of RMB 50 million is paid, will be paid in installments according to Article 5 of the Agreement.

Article 5 stipulates that the 1st Respondent undertakes to fully repay the RMB 320 million exclusivity deposit in installments by the end of 2021, of which the 1st Respondent undertakes to repay no less than RMB 40 million of the exclusivity deposit by the end of each year from 2018 onwards, and to fully repay the exclusivity deposit by the end of 2021.

It has further verified that after the signing of the *Repayment Agreement*, the 1st Respondent repaid a total of RMB 10,050,000 to the Claimant in two installments on February 15, 2018 and May 1, 2018, and still owed the Claimant RMB 309,950,000 of the exclusivity deposit, which has not been repaid.

The arbitral tribunal noted that the reason for the Claimant's request for the 1st Respondent to immediately return all the unpaid exclusivity deposit was that the Respondents had promised to return all of it on several occasions, but had failed to do so. Therefore, by virtue of the right of defense of prior performance in Article 67 of the *Contract Law*, according to the provisions of Article 108 of the Contract Law on late performance default, the Claimant requested to return all of the exclusivity deposit ahead of the due date.

The arbitral tribunal held that the case was heard based on the *Repayment Agreement*. Although the

Respondents had repeatedly promised to make full repayment before the signing of the Agreement, the *Repayment Agreement* signed served as a new agreement between the parties on the return of the exclusivity deposit, which superseded prior agreements. Further, the *Repayment Agreement* did not contain any stipulation that the Respondents' failure to make repayment in accordance with the Repayment Agreement would result in the full and immediate repayment of the debt. Therefore the parties should abide by the agreements in the *Repayment Agreement*.

The arbitral tribunal also held that the right of defense of prior performance referred to in Article 67 of the *Contract Law* means that where the parties owe performance toward each other and there is an order of performance, prior to performance by the party required to perform first, the party who is to perform subsequently is entitled to reject its requirement for performance. Obviously, the disputed *Repayment Agreement* is not the dual performance contract to which Article 67 of the *Contract Law* applies, so the provisions of Article 67 of the *Contract Law* are not applicable to the case. In addition, as to the Claimant's claim that the Respondents should return all of the exclusivity deposit in advance in accordance with Article 108 of the *Contract Law*, since the Claimant fails to provide sufficient evidence to prove that the 1st Respondent has constituted an anticipatory breach of contract, the Claimant's claim cannot be supported by the arbitral tribunal either.

In view of the above, the arbitral tribunal considers that the Claimant's claim for the Respondents to return the entire exclusive deposit in advance lacks the necessary factual and legal basis, so the arbitral tribunal cannot support it.

The arbitral tribunal is of the view that as the *Repayment Agreement* has expressly provided for the return of the exclusive deposit by the 1st Respondent, the 1st Respondent should return the unpaid exclusive deposit in total amount of RMB 309.95 million by installments in accordance with the *Repayment Agreement*, of which RMB 79.95 million is to be returned within 30 days after the entry into force of the arbitral award, RMB 40 million by December 31, 2019, RMB 40 million by December 31, 2020, and the rest of the amount by December 31, 2021.

2. The second claim of the Claimant is that the 1st Respondent should pay the Claimant a late repayment penalty, RMB 3,026,070.55, and the default interest calculated on the base amount of RMB 79,950,000 at 4.35% of the benchmark interest rate for loans for the same period issued by the People's Bank of China from the value date of July 13, 2019 until the date of actual payment.

In this claim, the Claimant asserted that the late repayment penalty, RMB 3,026,070.55, included two parts: RMB 2,110,782.88, calculated on the base amount of RMB 39.95 million at 4.75% of the benchmark interest rate for loans for the same period issued by the People's Bank of China from the first day after the due date, June 1, 2018, until July 12, 2019; and RMB 915,287.67, calculated on the base amount of RMB 40 million at 4.35% of the benchmark interest rate for loans for the same period issued by the People's Bank of China from the first day after the due date, January 1, 2019, until July 12, 2019.

The arbitral tribunal held that, according to Article 1 of the *Repayment Agreement*, the 1st Respondent should pay the first installment of RMB 50 million to the Claimant by May 31, 2018, and the rest should be repaid by the end of each year from 2018 onwards in each amount of not less than RMB 40 million. It is verified that: the 1st Respondent paid only RMB 10.05 million of the first installment by May 31, 2018, leaving RMB 39.95 million unpaid. Thereafter, the Claimant did not make any further payment. It mean that, as of June 1, 2019, the 1st Respondent owed the Claimant a total of RMB 79.95 million in unpaid amounts due. Therefore, the arbitral tribunal is of the view that: the facts about the Claimant's this claim are clear; the base amounts and value dates use for calculating the liquidated damages are in line with the contractual agreement; the calculation of liquidated damages in accordance with Article 107 of the *Contract Law* at the benchmark interest rate for loans in the same period of time issued by the People's Bank of China is not inappropriate; and the liquidated damages for the late payment of RMB 3,026,070.55 are correctly calculated. Therefore, the tribunal should support the Claimant's this claim.

3. The third claim of the Claimant is that the 1st Respondent should pay to the Claimant the arbitration fee of the case, the attorney's fee incurred by the Claimant (RMB 10,850,000), the preservation fee paid by the Claimant for the realization of the ereditor's right (RMB 5,000) and preservation insurance fee (RMB 464,925).

The arbitral tribunal held that since the case arose from the Respondents' breach of the *Repayment Agreement*, the arbitration fee of the case should all be borne by the Respondents.

As to the attorney's fee, i.e. RMB 10,850,000, claimed in this claim, the Claimant submitted the *Entrusted Agent Contract* signed between the Claimant and Beijing Weiheng (Jinan) Law Firm, the VAT invoice issued by Beijing Weiheng (Jinan) Law Firm in the amount of RMB 250,000, and the bank vouebers certifying the Claimant's payment in the amount of RMB 250,000. The arbitral tribunal held that, according to the facts of the case and the Claimant's evidence, it, at its discretion, partly supported the Claimant's claim, and ruled that the 1st Respondent should bear the RMB 200,000 in the attorney's fee that the Claimant paid for the handling of the case.

As to tbe preservation fee and preservation insurance fee, the Claimant provided a lot of documents, such as the Civil Ruling (2019) J01CB No. 56 of Beijing No.1 Intermediate People's Court on the seizure of the property involved in the Claimant's case, the payment voucher of RMB 5,000 for the case application fee paid by the Claimant, the special bill for litigation fee issued by Beijing No.1 Intermediate People's Court, the litigation preservation liability insurance policy of PICC Property and Casualty Company Limited, the bank transfer voucher for the Claimant to pay the insurance premium of RMB 464,925 as stated in the insurance policy, and the insurance premium invoice of PICC Property and Casualty Company Limited. The arbitral tribunal held that the preservation fee and insurance premium claimed by the Claimant in this claim were reasonable expenses for handling the case, and these expenses were caused by the Respondents' breach of eontract and should be borne by the Respondents, so the arbitral tribunal supported the preservation fee and insurance premium in this claim.

4. The fourth claim of the Claimant is that the 2nd Respondent should be jointly and severally liable for all the above fees and costs.

After verification, the arbitral tribunal found that the 2nd Respondent signed the disputed *Repayment Agreement* as a guarantor and mortgagor; and Article 7 of the agreement stipulates that the guarantor and mortgagor sball be jointly and severally liable for paying off the debts of the 1st Respondent to the Claimant.

The arbitral tribunal held that the above-mentioned article in the disputed *Repayment Agreement* was a true expression of the parties' will and was legal and valid. Based on that article, the 2nd Respondent, as the guarantor, bears joint and several liability for the 1st Respondent's obligation to pay off the debts to the Claimant so the arbitral tribunal supports the Claimant's this claim.

III. Award

The arbitral tribunal, based on the aforesaid facts and causes, ruled as follows:

(I) The 1st Respondent shall return the exclusive deposit to the Claimant totaling RMB 309,950,000, of which RMB 79.95 million shall be returned within 30 days after the entry into force of this arbitral award, RMB 40 million by December 31, 2019, RMB 40 million by December 31, 2020, and the rest by December 31, 2021.

(II) The 1st Respondent should pay the Claimant RMB 3,026,070.55 as a penalty for late payment; and the default interest calculated on the base amount of RMB 79,950,000 at 4.35% of the benchmark interest rate for loans for the same period issued by the People's Bank of China from the value date of July 13, 2019 until the date of actual payment.

(III) The 1st Respondent shall the Claimant the attorney's fee incurred by the Claimant (RMB 200,000), the preservation fee paid by the Claimant for the realization of the creditor's right (RMB

5,000) and preservation insurance fee (RMB 464,925).

(IV) The 2nd Respondent should be jointly and severally liable for the payment by the 1st Respondent of all the above fees and costs.

(V) The arbitration fee of the case, RMB 2,012,383, shall be borne by the Respondents. Since the arbitration fee has been paid by the Claimant to CIETAC, so the Respondents shall reimburse the Claimant, RMB 2,012,383, for the arbitration fee.

The amounts payable by the Respondents to the Claimant in (II), (III) and (V) above shall be paid by the Respondents to the Claimant within 30 days from the date of this arbitral award.

This arbitral award is final and enters into force as of the date it is issued.

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Presiding arbitrator: Zhang Xiaomin(Signature)

Arbitrator: Zhu Yuefang(Signatore)

Arbitrator: Huang Jin(Signature)

Issued in Beijing on October 9, 2019

China International Economic and Trade Arbitration Commission (Seal)

NOTARIAL CERTIFICATE

（2023）J.CA.W.M.Z.Zi, No.50391

Applicant: Feicheng MINING Group Co., Ltd., Location: Wangguadian Town, Feicheng City, Shandong Province, Legal Representative: Wu Longquan

Attorney: Liu Qingqing, female, born on June 30, 1995, Identification of Citizen: 210323199506305049

Issue under notarization: true and exact photocopy

This is to certify that the photocopy attached hereto is in conformity with the original *Arbitral Award* shown to me by Liu Qingqing, the Attorney of Feicheng MINING Group Co., Ltd..

Notary: Huang Wei
Beijing Chang'an Notary Public Office
The People's Republic of China
November 27, 2023

I V62762068

This is Exhibit “B” referred to in the
Affidavit of Jiyong Song
sworn before me on April 29, 2024 at Feicheng, P. R. China

A Commissioner for Taking Affidavits for British Columbia
Ran He

公　证　书

中华人民共和国山东省肥城市公证处

还款协议

甲方：肥城矿业集团有限责任公司

乙方：加拿大德华国际矿业集团有限责任公司

担保人、抵押人：刘乃顺

甲、乙双方经协商一致，就终止马鹿河煤田项目合作以及退还甲方合作保证金等事宜，达成如下协议：

一、甲、乙双方同意终止马鹿河煤田项目合作，并乙方足额退还甲方已支付的合作保证金 3.2 亿元人民币。首笔款项 5000 万元人民币于 2018 年 5 月 31 日前返还到位，直接支付至甲方指定的银行账户。其中 5000 万元中的 1000 万元人民币，乙方确保于 2018 年 2 月 15 日前，直接支付至甲方指定的银行账户（单位名称：肥城肥矿煤业有限公司；账号：15531501040005634;开户行：中国农业银行股份有限公司肥城支行王瓜店分理处）。2018 年 5 月 31 日前，如乙方首笔款项中剩余的 4000 万元保证金未到甲方指定账户，甲方有权依法冻结并划转乙方在方山县财政局关于山西北武当山旅游开发有限公司涉及南阳沟（待核实）的补偿专用款，并中国同期银行贷款利率的利息；如无该笔款项存在，则甲方有权依法处置担保人、抵押人被查封的山西北武当山旅游开发有限公司 49%的股权，并中国同期银行贷款利率的利息和其他权利主张。首笔还款 5000 万元之外的剩余保证金，按照本协议第五条的约定分期偿

还。

二、刘乃顺被查封的在中国银行账户的现金全部支付给甲方；被查封的所有房产以评估值抵押给甲方，并办理房产抵押登记手续。

三、刘乃顺本人在山西老传统酒业有限公司 49%的股权和山西北武当山旅游开发有限公司 49%的股权经评估后质押给甲方，并办理股权质押手续。如以上股权的权益价值仍不足以全部抵顶 3.2 亿元保证金剩余部分，则乙方同时质押其在加拿大盖森项目和墨玉河项目中的股权（资产）给甲方，并办理股权质押手续；如仍不足，继续抵押、质押其他有效资产，并依法办理股权质押、资产抵押手续。

四、为确保以上股权、资产抵押、质押事项合法、真实、有效，需经甲乙双方委托，并经甲方上级部门认可的国内中介机构进行资产评估，评估结果经双方认可后实施。其中，涉及中国国内的股权、资产等的评估、结果确认和抵押、质押等，要确保在 2018 年 5 月 31 日前完成，并办理完毕相关手续。若以上评估的权益价值仍不足以抵顶乙方对甲方的全部保证金欠款的，需要进行国外资产、股权抵押、质押,并进行评估、尽职调查、公证、确认等一应所需事项，于 2018 年 6 月 30 日前办理完毕。因此所发生的相关费用（不含甲方自身发生的差旅费、食宿费）由乙方及刘乃顺承担；甲方垫支的，相应增加甲方对乙方的债权。

五、乙方承诺 2021 年底前分期分批全部偿还完毕 3.2 亿元

合作保证金。其中，乙方承诺：自 2018 年起，每年年底前偿还不低于 4000 万元人民币合作保证金，2021 年底前全部清偿完毕。期间，如果马鹿河煤田找到新的合作商或收益，则在第一时间内一次性偿还给甲方剩余全部合作保证金；如果乙方和刘乃顺先生有其他收益，则优先偿还剩余资金；如果乙方在 2021 年底未全部偿还合作保证金，则甲方有权依法处置乙方及刘乃顺抵押及质押的财产，并甲方同时有权依法主张一切权利。

六、乙方保证甲方合作保证金足额退还，确保国有资产安全，为此愿承担相应的经济责任和法律责任。

七、担保人、抵押人对以上还款数额、抵押物、质押财产等承担连带清偿责任。

八、本协议自双方代表签字盖章之日起生效。因本协议产生的争议依据中国法律处理，由中国国际经济贸易仲裁委员会（北京）仲裁裁决。乙方及刘乃顺应承担甲方因此所发生的实现债权的全部费用，包括但不限于仲裁费、诉讼费、审计评估费用、拍卖费、律师代理费等。

九、本协议一式四份，甲、乙双方各执两份。

~~（此件为扫描件，与原件具有同等法律效力，其后双方补充签订原件）~~

（此页无正文）

甲方：肥城矿业集团有限责任公司

法人代表（委托代理人）：

签字盖章时间：2018 年 2 月 9 日

签字盖章地点：山东，肥城

乙方：加拿大德华国际矿业集团有限责任公司

法人代表（委托代理人）：

签字时间：2018 年 02 月 08 日

签字盖章地点：温哥华

担保人、抵押人：

签字时间：2018 年 02 月 08 日

签字盖章地点：温哥华

公 证 书

（2023）鲁肥城证外字第1618号

申请人：肥城矿业集团有限责任公司，营业执照统一社会信用代码：91370000166602028A，住所：山东省肥城市王瓜地镇。

法定代表人：吴龙泉，男，一九六四年六月二十五日出生，公民身份号码：370302196406251417。

代理人：宋继勇，男，一九七九年二月十日出生，公民身份号码：370983197902101819。

公证事项：复印件与原件相符

兹证明前面的复印件与肥城矿业集团有限责任公司的代理人宋继勇出示给本公证员的《还款协议》原件相符。

中华人民共和国山东省肥城市公证处

公证员 高峰

2023年11月27日

LI04824636

Repayment Agreement

Party A: Feicheng MINING Group Co., Ltd.
Party B: Canadian Dehua International Mines Group Inc.
Guarantor and Mortgager: Liu Naishun

Upon consensus reached through negotiation, Party A and Party B have reached the following agreements on the cooperation of the Malu River Coal Field Project, returning the security deposit on the cooperation to Party A, and other matters:

I. Party A and Party B agree to terminate the cooperation of the Malu River Coal Field Project. Party B shall return the cooperation security deposit of RMB 0.32 billion Yuan paid by Party A in full to Party A. The first sum of RMB 50 million Yuan shall be returned before May 31, 2018, by paying to the bank account appointed by Party A directly. Therein, Party B guarantees that RMB 10 million Yuan in the RMB 50 million Yuan will be directly paid to the bank account appointed by Party A (Unit Name: Feicheng MINING Group Co., Ltd.; Account No.: 15531501040005634; Opening Bank: Agricultural Bank of China Co., Ltd. Feicheng Branch Wangguadian Office) before February 15, 2018. Before May 31, 2018, if Party B fails to remit the surplus 40 million Yuan security deposit in the first sum of the amount to the account appointed by Party A, Party A is entitled to freeze and transfer the compensation special fund of Party B at Fangshan County Finance Bureau involving Nanyanggou (To Be Confirmed) of the Shanxi North Wudang Mountain Tourism Development Co., Ltd. and the interest at the lending rate of the banks in China in the current term according to law. If the sum of the fund doesn't exist, Party A is entitled to dispose of the 49% stock rights of the sealed Shanxi North Wudang Mountain Tourism Development Co., Ltd. of the Guarantor and the Mortgager, the interest at the lending rate of the banks in China in the current term, and other claims for rights according to law. The surplus security deposit beyond the first sun of 50 million Yuan shall be paid in installments according to the appointments of Article V of

the Agreement.

II. The sealed cash of Liu Naishun in the Bank of China shall be paid to Party A in full. All the sealed house properties shall be mortgaged to Party A at evaluated value, and the house property mortgage registration formalities shall be handled.

III. The 49% stock rights in the Shanxi Old Tradition Wine Industry Co., Ltd. and the 49% stock rights in Shanxi North Wudang Mountain Tourism Development Co., Ltd. of Liu Naishun shall be pledged to Party A after evaluation and stock right pledge formalities shall be handled. If the value of the rights and interest of the above stock rights is still not enough to deduct the full surplus part of the security deposit of 0.32 billion Yuan, Party B shall pledge its stock rights (properties) in Canada Gething Project and the Murray River Project to Party A, and handle the stock right pledge formalities. If it is still not enough, it shall continue to mortgage and pledge other effective assets, and handle the stock right pledge and property mortgage formalities according to law.

IV. In order to guarantee that the above stock rights, property mortgage, and pledge matters are legal, true, and effective, Party A and Party B shall entrust a domestic intermediary organ, which shall also be recognized by the superior of Party A, to conduct asset appraisal. The evaluation results can be implemented after being confirmed by both parties. Therein, it shall be guaranteed that the evaluation, result confirmation, mortgage, pledge, and others of the stock rights, assets, and others involving domestic China shall be completed before May 31, 2018, and relevant formalities shall be completely handled. If the above-evaluated value of the rights and interest are not enough to deduct the security deposit of Party A for Party B in full, it shall pledge and mortgage the overseas assets and stock rights, and it shall conduct evaluation, due diligence, notarization, confirmation, and other required matters, it shall complete handling before June 30, 2018. Relevant expenses incurred therein (excluding travel expenses and board and lodging expenses of Party A) shall be assumed by Party B and Liu Naishun. If it is paid by Party A in advance, the creditor's right of Party A

against Party shall be increased correspondingly.

V. Party B promises to repay the 0.32 billion Yuan cooperation security deposit in full before the end of 2021 by phase and installment. Therein, Party B promises to repay not less than RMB 40 million Yuan cooperation security deposit before the end of every year from 2018 and repay in full before the end of 2021. During the period, if a new cooperator or income is found for the Malu River Coal Mine, it shall repay all the surplus cooperation security deposit to Party A in full in one-off payment immediately. If Party B and Mr. Liu Naishun have other incomes, they shall take the priority to repay the surplus fund. If Party B fails to repay the cooperation security deposit in full by the end of 2021, Party A is entitled to dispose of the properties mortgaged and pledged by Party B and Liu Naishun according to law and is also entitled to claim all rights according to law.

VI. Party B guarantees that it will return the cooperation security deposit of Party A in full, will guarantee the safety of the state-owned properties, and is willing to assume the corresponding economic liabilities and legal liabilities.

VII. The Guarantor and the Mortgager assume the joint and several liabilities for satisfaction to the above amount of repayment, mortgaged object, pledged assets, etc.

VIII. The Agreement takes effect from the date on which the representatives of both parties sign and seal it. Any dispute caused by the Agreement shall be handled according to the laws of China and shall be attributed by the China International Economic and Trade Arbitration Commission (Beijing). Party B and Liu Naishun shall assume all expenses for Party A incurred for the realization of the creditor's rights, including but not limited to arbitration fees, legal costs, auditing and evaluating expenses, auction fees, attorney's fees, etc.

IX. The Agreement is in quadruplicate, two being held by Party A and two being held by Party B.

Feicheng MINING Group Co., Ltd.(seal)

Liu Naishun(signature and fingerprint)

Feicheng MINING Group Co., Ltd.(cross-page seal) Canadian Dehua International Mines Group Inc.(cross-page seal)

(No Main Body on This Page)

Party A: Feicheng MINING Group Co., Ltd.(seal)
Legal Representative (Authorized Agent): Zhu Lixin (signature)
Signing and Sealing Time: February 9, 2018
Signing and Sealing Place: Feicheng, Shandong

Party B: Canadian Dehua International Mines Group Inc. (seal)
Legal Representative (Authorized Agent): Liu Naishun(signature)
Signing and Sealing Time: February 8, 2018
Signing and Sealing Place: Vancouver

Guarantor and Mortgager: Liu Naishun (signature)
Signing Time: February 8, 2018
Signing and Sealing Place: Vancouver

Feicheng MINING Group Co., Ltd.(cross-page seal) Canadian Dehua International Mines Group Inc.(cross-page seal)

NOTARIAL CERTIFICATE

(Translation)

(2023) L.F.C.Z.W.Zi.No. 1618

Applicant: Feicheng MINING Group Co., Ltd., unified social credit code of business license: 91370000166602028A, domicile: Wangguadi Town, Feicheng City, Shandong Province.

Legal representative: Wu Longquan, male, born on June 25, 1964, citizen I.D. No. 370302196406251417.

Agent: Song Jiyong, male, born on February 10, 1979, citizen I.D. No. 370983197902101819.

Issue under notarization: true and exact photocopy

This is to certify that the foregoing photocopy conforms to the original Repayment Agreement Song Jiyong, the agent of Feicheng MINING Group Co., Ltd. showed to me, the notary public.

Feicheng Notary Public Office, Shandong Province

The People's Republic of China

Notary Public: Gao Feng (Seal)

November 27, 2023

L I 04824639

This is Exhibit "C" referred to in the
Affidavit of Jiyong Song
sworn before me on April 29, 2024 at Feicheng, P. R. China

A Commissioner for Taking Affidavits for British Columbia
Ran He

Payment Details

Date	Payment Amount (CNY)	Payment Method	Pay towards Cost and Fee	Pay towards Interest	Pay towards Principal	Cost and Fee Balance	Interest Balance	Principal Balance	Total Balance
2021-05-06	311,445.58	Cash	311,445.58	-	-	1,700,937.42	28,132,826.59	309,950,000.00	338,082,826.59
2022-03-16	155,722.79	Cash	155,722.79	-	-	1,545,214.63	28,132,826.59	309,950,000.00	338,082,826.59
2022-04-15	2,000,000.00	Cash	1,545,214.63	454,785.37	-	-	27,678,041.22	309,950,000.00	337,628,041.22
2022-10-24	9,274,000.00	Cash	-	9,274,000.00	-	-	18,404,041.22	309,950,000.00	328,354,041.22
	7,049,500.00	Cash	-	7,049,500.00	-	-	11,354,541.22	309,950,000.00	321,304,541.22
	4,000,000.00	Cash	-	4,000,000.00	-	-	7,354,541.22	309,950,000.00	317,304,541.22
2023-02-22	29,115,487.00	Offset	-	11,886,268.51	17,229,218.49	-	-	292,720,781.51	292,720,781.51
2023-05-08	25,436,080.73	Cash	-	2,652,782.08	22,783,298.65	-	-	269,937,482.87	269,937,482.87
2024-03-01	-	-	-	-	-	-	9,554,677.56	269,937,482.87	279,492,160.43

Interest Calculation Schedule

Attorney's Fee	Preservation Fee	Insurance Fee	Arbitration Fee	Total Fee
200,000.00	5,000.00	464,925.00	2,012,383.00	2,682,308.00

Interest starting date (First Term)	Interest Rate (Annual)	Interest Base Amount	Interest Days (Until 2022-10-24)	Interest Amount (Until 2022-10-24)
2019-07-13	4.35%	79,950,000.00	1199	11,583,089.38
Interest starting date (Second Term)	**Interest Rate (Annual)**	**Interest Base Amount**	**Interest Days (Until 2022-10-24)**	**Interest Amount (Until 2022-10-24)**
2020-01-01	4.35%	40,000,000.00	1027	4,963,833.33
Interest starting date (Third Term)	**Interest Rate (Annual)**	**Interest Base Amount**	**Interest Days (Until 2022-10-24)**	**Interest Amount (Until 2022-10-24)**
2021-01-01	4.35%	40,000,000.00	661	3,194,833.33
Interest starting date (Fourth Term)	**Interest Rate (Annual)**	**Interest Base Amount**	**Interest Days (Until 2022-10-24)**	**Interest Amount (Until 2022-10-24)**
2022-01-01	4.35%	150,000,000.00	296	5,365,000.00
Interest starting date (Fifth Term)	**Interest Rate (Annual)**	**Interest Base Amount**	**Interest Days (Until 2023-02-22)**	**Interest Amount (Until 2023-02-22)**
2022-10-24	4.35%	309,950,000.00	121	4,531,727.29
Interest starting date (Sixth Term)	**Interest Rate (Annual)**	**Interest Base Amount**	**Interest Days (Until 2023-05-08)**	**Interest Amount (Until 2023-05-08)**
2023-02-22	4.35%	292,720,781.51	75	2,652,782.08
Interest starting date (Seventh Term)	**Interest Rate (Annual)**	**Interest Base Amount**	**Interest Days (Until 2024-03-01)**	**Interest Amount (Until 2024-03-01)**
2023-05-08	4.35%	269,937,482.87	297	9,554,677.56

This is Exhibit “D” referred to in the
Affidavit of Jiyong Song
sworn before me on April 29, 2024 at Feicheng, P. R. China

A Commissioner for Taking Affidavits for British Columbia
Ran He

Ran He

From: Brousson, Colin <colin.brousson@dlapiper.com>
Sent: Thursday, January 11, 2024 12:56 PM
To: Ran He
Cc: Bradshaw, Jeffrey; Yang, Dannis
Subject: RE: [EXTERNAL] RE: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim

Dear Mr. He,

We provide this response to your original email received on December 14, 2023.

Firstly, your assertion that your client did not receive notice to make a claim is incorrect. I can advise that in accordance with the terms of the Claims Process Order, the Monitor conducted the following:

1. On June 29, 2022 electronic copies of the Claims Package were posted to the Monitor's website;

2. On June 30, 2022 the Monitor forwarded a Claims Package to each party that appeared on the service list or had requested a Claims Package as well as to all known creditors of the Company to the last known address of each creditor as indicated in CDI's books and records;

3. The Monitor specifically forwarded the Claims Package by registered mail to your client, Feicheng Mining Co. ("**Feicheng**");

4. The Monitor also forwarded a copy of the Claims Package by electronic mail to Feicheng's general email address; and

5. On July 5, 2022 the Monitor caused the Notice to Creditors to be published in the Globe and Mail (National Edition).

We note that the Claims Process Orders granted on June 28, 2022 in the CCAA states (at paragraphs 8 and 9 with our emphasis added):

> 8. Publication of the Newspaper Notice of Claims Process, the sending to the Creditors of the Claims Package in accordance with this Claims Process Order, and completion of the other requirements of this Claims Process Order, shall constitute good and sufficient service and delivery of notice of this Claims Process Order, the Claims Process, and the Claims Bar Date on all Persons who may be entitled to receive notice thereof or of these proceedings and who may wish to assert a Claim, or who may wish to appear in these proceedings. No other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Process Order or the Claims Process.
>
> 9. The accidental failure to transmit or deliver the Claims Package by the Monitor in accordance with this Claims Process Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the Claims Bar Date.

In addition to fulfilling the notice requirements under the Claims Process Order, specifically with respect to the claim of Feicheng, the Monitor reviewed the Arbitration Order and determined that WeiHeng Law had represented Feicheng in the arbitration process. Accordingly, the Monitor obtained the email address for the Managing Partner of WeiHeng Law from its public website and forwarded a copy of the Claims Package to the Managing Partner. In other words, the

Monitor (which as you know is independent of our clients and is the party that reports to the Court) went above and beyond the legal requirements for notifying your client. This was unnecessary, but given the potential size of the claim and the fact that your client was located in China, these extra steps were taken to be sure your client was made aware of the Claims Process Order and could make a claim if it wished to do so.

Secondly, your client is barred from making a claim by Court Order. Notwithstanding all the steps taken above on notice, your client did nothing in relation to proving its claim, and as you noted in your initial email on December 14, 2023, it only recently decided to take any steps in Canada. Your initial email was sent 16 months past the deadline of August 15, 2022 for making a claim. The Claims Process Order states (with our emphasis added) as follows:

> "Claims Bar Date" means 5:00 p.m. (Vancouver time) on August 15, 2022, or such other date as may be ordered by the Court;
>
> 28. The Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, shall be final for all purposes including in respect of the Plan and voting thereon (unless otherwise provided for in any subsequent Order), and for any distribution made to Creditors of the Petitioner, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting the Petitioner.

In sum, your client did have notice and it is now well out of time to file a claim per the terms of the Claims Process Order.

We hasten to add that not only would our client oppose your client becoming part of the CCAA Claims Process at this late stage, but presumably numerous other creditors would as well. These creditors all made their claims in a timely way before the Claims Bar Date, including some creditors that are also based in China and have claims arising as a result of arbitration awards made in that jurisdiction. All parties have relied upon the fact that your client was now barred from making a claim by Court Order.

Yours truly,

Colin Brousson
Partner

T +1 604.643.6400
F +1 604.605.4875
E colin.brousson@dlapiper.com

From: Ran He <rhe@thcllp.com>
Sent: Thursday, January 04, 2024 2:28 PM
To: Brousson, Colin <colin.brousson@ca.dlapiper.com>; Bradshaw, Jeffrey <jeffrey.bradshaw@ca.dlapiper.com>; Yang, Dannis <dannis.yang@ca.dlapiper.com>
Subject: RE: [EXTERNAL] RE: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim

Dear Mr. Brousson,

Thank you so much for your response and please keep me updated when you have your client's position. I would like to note that my client is a foreign company, and it is my understanding that my client never received any notice regarding making a claim.

Regards,

Ran He, JD, PhD | THC Lawyers
Tan, He & Co. LLP

Barristers & Solicitors, Trade-mark Agents
Attorneys at law, New York/California

Toronto-Dominion Centre, TD West Tower
100 Wellington Street West
Suite 2130, P.O. Box 321
Toronto ON M5K 1K7
Tel.: +1.647.792.7798
Fax: +1.647.560.6547

rhe@thcllp.com
www.thcllp.com

From: Brousson, Colin <colin.brousson@dlapiper.com>
Sent: Thursday, January 4, 2024 4:38 PM
To: Ran He <rhe@thcllp.com>; Bradshaw, Jeffrey <jeffrey.bradshaw@dlapiper.com>; Yang, Dannis <dannis.yang@dlapiper.com>
Subject: RE: [EXTERNAL] RE: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim

Dear Mr. He,

Sorry for the delay over the holidays.

We have already completed a Claims Process in the CCAA which included a Claims Bar Date which has long ago expired. As such, allowing in new claims into the Canadian CCAA would likely be opposed by our client. That said, I will seek instructions and revert. I will also bring the Monitor up to speed on this development as well.

Yours truly,

Colin Brousson
Partner

T +1 604.643.6400
F +1 604.605.4875
E colin.brousson@dlapiper.com

From: Ran He <rhe@thcllp.com>
Sent: Wednesday, January 03, 2024 5:11 PM
To: Brousson, Colin <colin.brousson@ca.dlapiper.com>; Bradshaw, Jeffrey <jeffrey.bradshaw@ca.dlapiper.com>; Yang, Dannis <dannis.yang@ca.dlapiper.com>
Subject: [EXTERNAL] RE: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim

Dear Mr. Brousson,

I am following up with my email to you before holiday. If this inquiry should be directed to other parties or Monitor, please also let me know.

Regards,

Ran He, JD, PhD | THC Lawyers
Tan, He & Co. LLP

Barristers & Solicitors, Trade-mark Agents
Attorneys at law, New York/California

Toronto-Dominion Centre, TD West Tower
100 Wellington Street West
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Tel.: +1.647.792.7798
Fax: +1.647.560.6547

rhe@thcllp.com
www.thcllp.com

From: Ran He <rhe@thcllp.com>
Sent: Thursday, December 14, 2023 11:23 AM
To: colin.brousson@dlapiper.com; jeffrey.bradshaw@dlapiper.com; dannis.yang@dlapiper.com
Subject: Re: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim

Dear Mr. Brousson,

I am counsel for Feicheng Mining Group Co., Ltd. of China. On October 9, 2019, my client obtained an arbitration award before the China International Economic and Trade Arbitration Commission (CIETAC) against Canadian Dehua International Mines Group Inc. ("Dehua") for approximately $300 Million RMB (approximately $55 Million CAD). This award has only been partially satisfied in China (of approximately 77 Million RMB) and my client recently decided to enforce the unsatisfied part against Dehua in Canada. Upon some search, I found Dehua has been placed under a CCAA proceeding with the Court File No. S-224444 before the Supreme Court of British Columbia. According to the service list online, your firm appears to be counsel for Dehua in the procedure. I was wondering that, for the purpose of reporting the debt claim in the CCAA proceeding, should I contact your office or should I direct my inquiry to Bennett Jones, counsel for the monitor?

Please find enclosed a recently notarized copy of the arbitral award referred to in my email for your reference.

Thank you,

Ran

Ran He, JD, PhD | THC Lawyers

Tan, He & Co. LLP

Barristers & Solicitors, Trade-mark Agents

Attorneys at law, New York/California

Toronto-Dominion Centre, TD West Tower

100 Wellington Street West

Suite 2130, P.O. Box 321

Toronto ON M5K 1K7

Tel.: +1.647.792.7798

Fax: +1.647.560.6547

rhe@thcllp.com

www.thcllp.com

This is Exhibit "E" referred to in the
Affidavit of Jiyong Song
sworn before me on April 29, 2024 at Feicheng, P. R. China

A Commissioner for Taking Affidavits for British Columbia
Ran He

Ran He

From: Bradshaw, Jeffrey <jeffrey.bradshaw@dlapiper.com>
Sent: Monday, January 29, 2024 8:00 PM
To: Ran He; Brousson, Colin
Cc: Yang, Dannis
Subject: RE: [EXTERNAL] RE: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim
Attachments: CDI Register Mail for POC Notice.pdf

Good afternoon Ran,

The Monitor has confirmed that registered mail was sent to your client on June 30, 2022. Attached is the receipt. The Monitor also sent an email to your client and also sent it to the law firm that represented your client in China in dealings with CDI. A copy of that email is also attached.

Regards,
Jeffrey

Jeffrey Bradshaw
Partner

T +1 604.643.2941
F +1 604.605.3714
E jeffrey.bradshaw@dlapiper.com

Please note our new address:
1133 Melville St, Suite 2700
Vancouver, BC
V6E 4E5

From: Ran He <rhe@thcllp.com>
Sent: Wednesday, January 24, 2024 6:35 AM
To: Brousson, Colin <colin.brousson@ca.dlapiper.com>
Cc: Bradshaw, Jeffrey <jeffrey.bradshaw@ca.dlapiper.com>; Yang, Dannis <dannis.yang@ca.dlapiper.com>
Subject: RE: [EXTERNAL] RE: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim

Dear Brousson,

I am following up with my email to you a week ago.

Regards,

Ran He, JD, PhD | THC Lawyers
Tan, He & Co. LLP
Barristers & Solicitors, Trade-mark Agents
Attorneys at law, New York/California

Toronto-Dominion Centre, TD West Tower
100 Wellington Street West
Suite 2130, P.O. Box 321
Toronto ON M5K 1K7
Tel.: +1.647.792.7798
Fax: +1.647.560.6547

Canada Post/Postes Canada
EXCHANGE GIFT AND CONVENIENCE STORE
250 - 300 5 AVE SW
CALGARY, AB T2P 0H0
GST/TPS#830431557

2022/06/30 12:37:02 Amy
CC104438 W/S 1

REGISTERED

- Items containing merchandise also require a Customs Declaration form.
- Date stamp the seal(s) of the item in all cases.
- Refer to the Canada Postal Guide for information pertaining to prohibitions, restrictions and limitations of liability for each country.

RECOMMANDÉ

- Un formulaire de déclaration en douane est requis pour chaque envoi renfermant des marchandises.
- Estampillez le (les) cachet(s) avec un timbre à date dans tous les cas.
- Le Guide des postes du Canada contient de l'information sur les pays assujettis à des interdictions, des restrictions, ou des limitations de responsabilité.

ACCEPTING LOCATION / LIEU D'ACCEPTATION
CALGARY LACOMPO
104438
2022 -06- 30
CALGARY AB
T2P 0H0

N $6.39
INTL OTHER LETTER-P/AO / POSTE AUX LETT

Item Weight/Poids de l'article:0.050 kg
Destination:China
Postal code - ZIP Code/Code postal - ZIP

RN375294292CA

N $19.50
REG INTERNATIONAL/COURRIER RECOMMANDE

N $0.00
INDERN XP US-COV/INDERN XP EU COVERT

Amount covered/Montant de la couverture:$60.00

SUBTL/SOUS-TOTAL	$25.89
Total Tax/Taxe Totale	$0.00
TOTAL	$25.89
MasterCard	$25.89

Ran He

From: Bradshaw, Jeffrey <jeffrey.bradshaw@dlapiper.com>
Sent: Monday, January 29, 2024 8:08 PM
To: Ran He; Brousson, Colin
Cc: Yang, Dannis
Subject: RE: [EXTERNAL] RE: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim
Attachments: Canadian Dehua International Mines Group Inc. Proof of Claim Process

Apologies, now with the email attached.

Regards,
Jeffrey

Jeffrey Bradshaw
Partner

T +1 604.643.2941
F +1 604.605.3714
E jeffrey.bradshaw@dlapiper.com

Please note our new address:
1133 Melville St, Suite 2700
Vancouver, BC
V6E 4E5

From: Bradshaw, Jeffrey
Sent: Monday, January 29, 2024 5:00 PM
To: Ran He <rhe@thcllp.com>; Brousson, Colin <colin.brousson@ca.dlapiper.com>
Cc: Yang, Dannis <dannis.yang@ca.dlapiper.com>
Subject: RE: [EXTERNAL] RE: CCAA of Canadian Dehua International Mines Group Inc. - Debt claim

Good afternoon Ran,

The Monitor has confirmed that registered mail was sent to your client on June 30, 2022. Attached is the receipt. The Monitor also sent an email to your client and also sent it to the law firm that represented your client in China in dealings with CDI. A copy of that email is also attached.

Regards,
Jeffrey

Jeffrey Bradshaw
Partner

T +1 604.643.2941
F +1 604.605.3714
E jeffrey.bradshaw@dlapiper.com

Please note our new address:
1133 Melville St, Suite 2700
Vancouver, BC
V6E 4E5

Ran He

From: Liu, Hailey <Hailey.Liu@fticonsulting.com>
Sent: Friday, July 8, 2022 2:25 PM
To: fkjtdsb@163.com; weiheng@weihenglaw.com
Cc: Munro, Craig
Subject: Canadian Dehua International Mines Group Inc. Proof of Claim Process
Attachments: Notice of Claims Process.pdf; PROOF OF CLAIM FORM.pdf

To whom this may concern,
On June 3, 2022, Canadian Dehua International Mines Group Inc. ("CDI") sought and obtained an initial order (the "Initial Order") from the Supreme Court of British Columbia (the "Court") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA"). FTI Consulting Canada Inc. ("FTI") is the Court appointed monitor (the "Monitor") of CDI.
On June 28, 2022, the Court approved a claims process order (the "Claims Process Order") to initiate a process for creditors to submit claims. As Feicheng Mining Co., Ltd, is identified as a creditor of CDI, please see attached for the Notice of Claims Process and a blank proof of Claim Form. The physical copy of the notice had been sent by registered mail to the below address on June 30, 2022.
FEICHENG MINING CO., LTD,
NO.287 CHUANGYE ROAD KAIFA DIST.
FEICHENG, TAIAN, SHANDONG 271608 PRC
肥城矿业集团有限责任公司
山东省泰安市肥城市开发区创业路287号
271608
The attached proof of claim form must be filled out with sufficient supporting backup documentation and delivered to the Monitor by no later than 5:00pm Vancouver time on August 15, 2022.
Information about CDI's CCAA proceeding are posted on the Monitor's website at http://cfcanada.fticonsulting.com/CanadianDehuaInternational.
Please confirm receipt of this email.
Regards,

Hailey Liu
Senior Consultant, Corporate Finance
FTI Consulting
+1.403.454.6040 D | +1.587.890.6270 C
Hailey.Liu@fticonsulting.com
Suite 1610, 520 5th Avenue SW
Calgary, AB T2P 3R7 Canada
www.fticonsulting.com

Re: **Canadian Dehua International Mines Group Inc.（加拿大德华国际矿业集团公司）**

This is an important document and should be reviewed in its entirety. You may also want to retain Canadian legal counsel to ensure your rights are protected.

这是一份重要的文件，应该阅读其全部内容。您也许需要聘请加拿大律师确保您的权利得到保护。

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")

CLAIMS PROCESS INSTRUCTION LETTER

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANING GIVEN IN APPENDIX "A" HERETO

CDI has identified you as a Person with a possible Claim against CDI. This Claims Process Instruction Letter provides instructions regarding how to participate in the Claims Process.

1. Overview of the Claims Process

On June 28, 2022, on application by CDI, the Supreme Court of British Columbia (the "**Court**") granted an Order (the "**Claims Process Order**") in proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") authorizing CDI to initiate a process (the "**Claims Process**") whereby Creditors can prove their Claims against CDI.

A copy of the Claims Process Order is posted on the Monitor's Website at: http://cfcanada.fticonsulting.com/CanadianDehuaInternational/

Participation in the Claims Process is intended for any Person asserting a Claim (other than an Unaffected Claim) of any kind or nature whatsoever against CDI which arose before the Filing Date.

You must file a Proof of Claim (as referenced in paragraph 2 below) to avoid the barring of any Claim which you may have against CDI.

All enquires or questions regarding the Claims Process should be addressed to the Court-appointed Monitor at:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108
1.403.454.6040
Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

2. **For Persons Submitting a Proof of Claim**

You are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by 5:00 p.m. (Vancouver time) on August 15, 2022 (the "**Claims Bar Date**") to avoid the barring and extinguishment of any Claim you may have against CDI.

Additional Proof of Claim forms can be found on the Monitor's website at http://cfcanada.fticonsulting.com/CanadianDehuaInternational/ or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

If you are submitting your Proof of Claim electronically, please submit your Proof of Claim form, and any accompanying documentation, in one PDF file.

3. **Claims Process Order**

This Claims Process Instruction Letter is provided to assist you in participating in the Claims Process. If anything in this Claims Process Instruction Letter differs from the terms of the Claims Process Order, the terms of the Claims Process Order will govern.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU DO NOT FILE A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM WITH THE MONITOR BY THE CLAIMS BAR DATE:

(a) **YOUR CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST CDI;**

(b) **YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT OR COMPROMISE OF CDI OR BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER SUCH PLAN, IF ANY;**

(c) **YOU WILL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY ASSETS OF CDI; AND**

(d) **YOU WILL NOT OTHERWISE BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS.**

APPENDIX "A"

Defined Terms

- "**ARIO**" means the Amended and Restated Initial Order made June 9, 2022, in the CCAA Proceedings, as may be amended and extended from time to time;

- "**CCAA Charges**" means, collectively, the Administration Charge, the Interim Lender's Charge and the D&O Charge (as such terms are defined in the ARIO) and any other charge over CDI's assets created by any other Order;

- "**CCAA Proceedings**" means the proceedings commenced by CDI under the CCAA on the Filing Date in Supreme Court of British Columbia Action No. S-224444, Vancouver Registry;

- "**Claim**" means: means any Pre-Filing Claim, that is not yet a Proven Claim;

- "**Creditor**" means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred or assigned Claim that is recognized as a Creditor in accordance with paragraph 28 of this Claims Process Order, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;

- "**Filing Date**" means June 3, 2022;

- "**Initial Order**" means the Order of the Court made June 3, 2022 in the CCAA Proceedings, as may be amended and extended from time to time;

- "**Monitor**" means FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor of CDI pursuant to the Initial Order;

- "**Person**" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;

- "**Post-Filing Claim**" means any claim of any Person that may be asserted or made in whole or in part against the Petitioner in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Filing Date and any interest thereon, including any obligation of the Petitioner to Persons who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or advancement of funds on or after the Filing Date;

- "**Pre-Filing Claim**" means any right or claim of any Person that may be asserted or made in whole or in part against the Petitioner, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on an event, fact, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against the Petitioner or its property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had the Petitioner become bankrupt on the Filing Date, and for greater certainty, includes Tax Claims; provided, however, that "Pre-Filing Claim" shall not include an Unaffected Claim or any Claim which is not a "claim" as defined in the CCAA, but shall include Secured Claims, notwithstanding their not being affected by the Plan;

- "**Secured Charge**" means any secured Claim which after the delivery of the Proof of Claim in accordance with this Claims Process Order: (a) has been admitted in whole or in part pursuant to the provisions of this Claims Process Order; or (b) has been disallowed, which disallowance has subsequently been set aside in whole or in part by the Court;

- "**Secured Claim**" means any right or claim of any Person that may be asserted or made in whole or in part against the Petitioner, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an event, fact, act or omission which occurred in whole or in part prior to the filing date which is secured by a valid and perfected security interest in the Petitioner's assets;

- "**Secured Creditor'** means a Creditor with a Secured Charge, to the extent of that Secured Charge;

- "**Tax Claim**" means any Claim against CDI for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident tax related thereto;

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")

PROOF OF CLAIM

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE ENCLOSED CLAIMS PROCESS INSTRUCTION LETTER, INCLUDING APPENDIX "A" THERETO.

Please read the enclosed Claims Process Instruction Letter carefully prior to completing this Proof of Claim.

Please review the Claims Process Order, which is posted to the Monitor's Website at: http://cfcanada.fticonsulting.com/CanadianDehuaInternational/

1. **Particulars of Claim**

Please complete the following (the name and contact information should be of the original Creditor, regardless of whether all or any portion of the Claim has been assigned).

Full Legal Name:	
Full Mailing Address:	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

Has all or part of the Claim been assigned by the Creditor to another party?

Yes: [___]

No: [___]

2. **Particulars of Assignee(s) (If any)**

Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of the assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.

Full Legal Name of Assignee:	
Full Mailing Address of Assignee:	
Telephone Number of Assignee:	
Facsimile Number of Assignee:	
E-mail address of Assignee:	
Attention (Contact Person):	

3. **Proof of Claim**

I, _____ (*name*), of _____ (*City and Province, State or Territory*) do hereby certify that:

- [____] I am a Creditor; or

  [____] I am the _____(*state position or title*) of _____(*name of corporate Creditor*), which is a Creditor;

- I have knowledge of all the circumstances connected with the Claim referred to below;

- I (or the corporate Creditor, as applicable) have a Claim against CDI as follows:

  PRE-FILING CLAIM (as at June 3, 2022):

  $_____ (insert amount of Claim)

Note: Claims should be submitted in Canadian Dollars converted using the applicable Bank of Canada exchange rate published on the Filing Date.

4. **Nature of Claim**

(Check and complete appropriate category)

[ ] A. UNSECURED CLAIM OF $_____. That in respect of this debt, no assets CDI are pledged or held as security.

[ ] B. SECURED CLAIM OF $_____ That in respect of this debt, assets CDI valued at $_____ are pledged to or held by me as security, particulars of which are as follows:

_____

_____

(Give full particulars of the security, including the date on which the security was obtained, and attach a copy of any security documents.)

5. **Particulars of Claims**

Please attach details concerning the particulars of the Creditor's Claims, as well as any security held by the Creditor.

(Provide all particulars of the Claims and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, amounts of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by CDI to the Creditor or asserted by the Creditor and estimated value of such security.

6. **Filing of Claims**

This Proof of Claim **must be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on August 15, 2022** (the "**Claims Bar Date**").

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, THE FAILURE TO FILE YOUR PROOF OF CLAIM BY THE CLAIMS BAR DATE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST CDI.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, or courier to the following addresses:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108
1.403.454.6040
Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

DATED this _____ day of _____, 2022

Witness Signature	Signature of Creditor
Print Name of Witness	Print Name of Creditor *If the Creditor is other than an individual, print name and title of authorized signatory* Name Title

- "**Taxing Authorities**" means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and "Taxing Authority" means any one of the Taxing Authorities;

- "**Unaffected Claim**" means, collectively, and subject to further order of this Court:

    - any Post Filing Claim; and

    - any claim secured by any of the CCAA Charges.

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")

NOTICE OF REVISION OR DISALLOWANCE

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE SAME MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

Full Legal Name of Creditor: _____

Reference #:_____

Pursuant to the Order of the Supreme Court of British Columbia granted to CDI (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), FTI Consulting Canada Inc., in its capacity as Monitor of CDI, hereby gives you notice that the Monitor, in consultation with CDI, has reviewed your Proof of Claim and has revised or disallowed your Claim as follows:

	Proof of Claim as Submitted	**Revised Claim as Accepted ($CAD)**	**Secured ($CAD)**	**Unsecured ($CAD)**
Total Claim				

Reason for the Revision or Disallowance:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

If you do not agree with this Notice of Revision or Disallowance please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by prepaid registered mail, personal delivery, email (in .pdf format) or courier to the address indicated herein so that such Notice of Dispute is received by the Monitor by 5:00 p.m. (Vancouver time) on [Date], being ten (10) days after the date of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor.

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of Your Claim, if any, shall be as set out in this Notice of Revision or Disallowance.

Address for service of Notice of Dispute:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108
1.403.454.6040
Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

Dated at _____ this _____ day of _____ 2022.

FTI Consulting Canada Inc.
in its capacity as the Court-appointed Monitor of Canadian Dehua International Mines Group Inc.

Per: _____

Name: _____

Title: _____

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")

NOTICE OF DISPUTE

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE SAME MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

Pursuant to the Order of the Supreme Court of British Columbia granted to CDI (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), I/we hereby give you notice of my/our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by FTI Consulting Canada Inc., in its capacity as Monitor of CDI, in respect of my/our Claim.

Full Legal Name of Original Creditor: _____

	Reviewed Claim as Accepted ($CAD)	**Reviewed Claim as Disputed ($CAD)**	**Secured ($CAD)**	**Unsecured ($CAD)**
Total Claim				

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

_____

_____

_____

Signature of Original Creditor or
Representative of Corporate Creditor _____

Date _____

Print Name _____

Telephone Number _____

Facsimile Number _____

Email address _____

Full Mailing Address _____

_____

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, e-mail (in pdf format), courier or facsimile transmission to the address indicated herein and is to be received by the Monitor by 5:00 p.m. (Vancouver time) on [DATE], 2022 being ten (10) days after the date of the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor.

Where this Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: [insert legal name of creditor]nod.pdf.

Address for service of Notices of Dispute:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108
1.403.454.6040
Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")

PROOF OF CLAIM

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE ENCLOSED CLAIMS PROCESS INSTRUCTION LETTER, INCLUDING APPENDIX "A" THERETO.

Please read the enclosed Claims Process Instruction Letter carefully prior to completing this Proof of Claim.

Please review the Claims Process Order, which is posted to the Monitor's Website at: http://cfcanada.fticonsulting.com/CanadianDehuaInternational/

1. **Particulars of Claim**

Please complete the following (the name and contact information should be of the original Creditor, regardless of whether all or any portion of the Claim has been assigned).

Full Legal Name:	
Full Mailing Address:	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

Has all or part of the Claim been assigned by the Creditor to another party?

Yes: [___]

No: [___]

2. **Particulars of Assignee(s) (If any)**

Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of the assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.

Full Legal Name of Assignee:	
Full Mailing Address of Assignee:	
Telephone Number of Assignee:	
Facsimile Number of Assignee:	
E-mail address of Assignee:	
Attention (Contact Person):	

3. **Proof of Claim**

I, _____ (*name*), of _____ (*City and Province, State or Territory*) do hereby certify that:

- [____] I am a Creditor; or

  [____] I am the _____(*state position or title*) of _____(*name of corporate Creditor*), which is a Creditor;

- I have knowledge of all the circumstances connected with the Claim referred to below;

- I (or the corporate Creditor, as applicable) have a Claim against CDI as follows:

  PRE-FILING CLAIM (as at June 3, 2022):

  $_____ (insert amount of Claim)

Note: Claims should be submitted in Canadian Dollars converted using the applicable Bank of Canada exchange rate published on the Filing Date.

4. **Nature of Claim**

(Check and complete appropriate category)

[ ] A. UNSECURED CLAIM OF $_____. That in respect of this debt, no assets CDI are pledged or held as security.

[ ] B. SECURED CLAIM OF $_____ That in respect of this debt, assets CDI valued at $_____ are pledged to or held by me as security, particulars of which are as follows:

_____

_____

(Give full particulars of the security, including the date on which the security was obtained, and attach a copy of any security documents.)

5. **Particulars of Claims**

Please attach details concerning the particulars of the Creditor's Claims, as well as any security held by the Creditor.

(Provide all particulars of the Claims and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, amounts of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by CDI to the Creditor or asserted by the Creditor and estimated value of such security.

6. **Filing of Claims**

This Proof of Claim **must be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on August 15, 2022** (the "**Claims Bar Date**").

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, THE FAILURE TO FILE YOUR PROOF OF CLAIM BY THE CLAIMS BAR DATE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST CDI.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, or courier to the following addresses:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

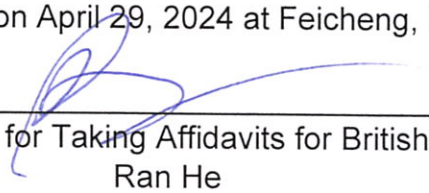
Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108
1.403.454.6040
Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

DATED this _____ day of _____, 2022

Witness Signature	Signature of Creditor
Print Name of Witness	Print Name of Creditor *If the Creditor is other than an individual, print name and title of authorized signatory* Name Title

This is Exhibit “F” referred to in the
Affidavit of Jiyong Song
sworn before me on April 29, 2024 at Feicheng, P. R. China



A Commissioner for Taking Affidavits for British Columbia
Ran He

Track results

Download Track results (CSV)

Back to Track

Updated: Today at 1:13 pm

Item		Details	Expected delivery
⚠	RN375294292CA	We didn't find an item associated with this number. Find out why.You can also edit this number.	

Details

⚠
RN375294292CA
We didn't find an item associated with this number. Find out why.
You can also edit this number.

Track another item

中国邮政速递物流
CHINA POSTAL EXPRESS & LOGISTICS

Tracking and Information

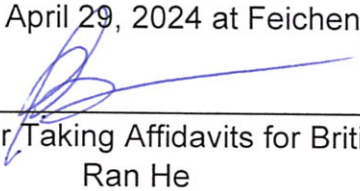
RN375294292CA

*Query result temporarily unavailable for the item!

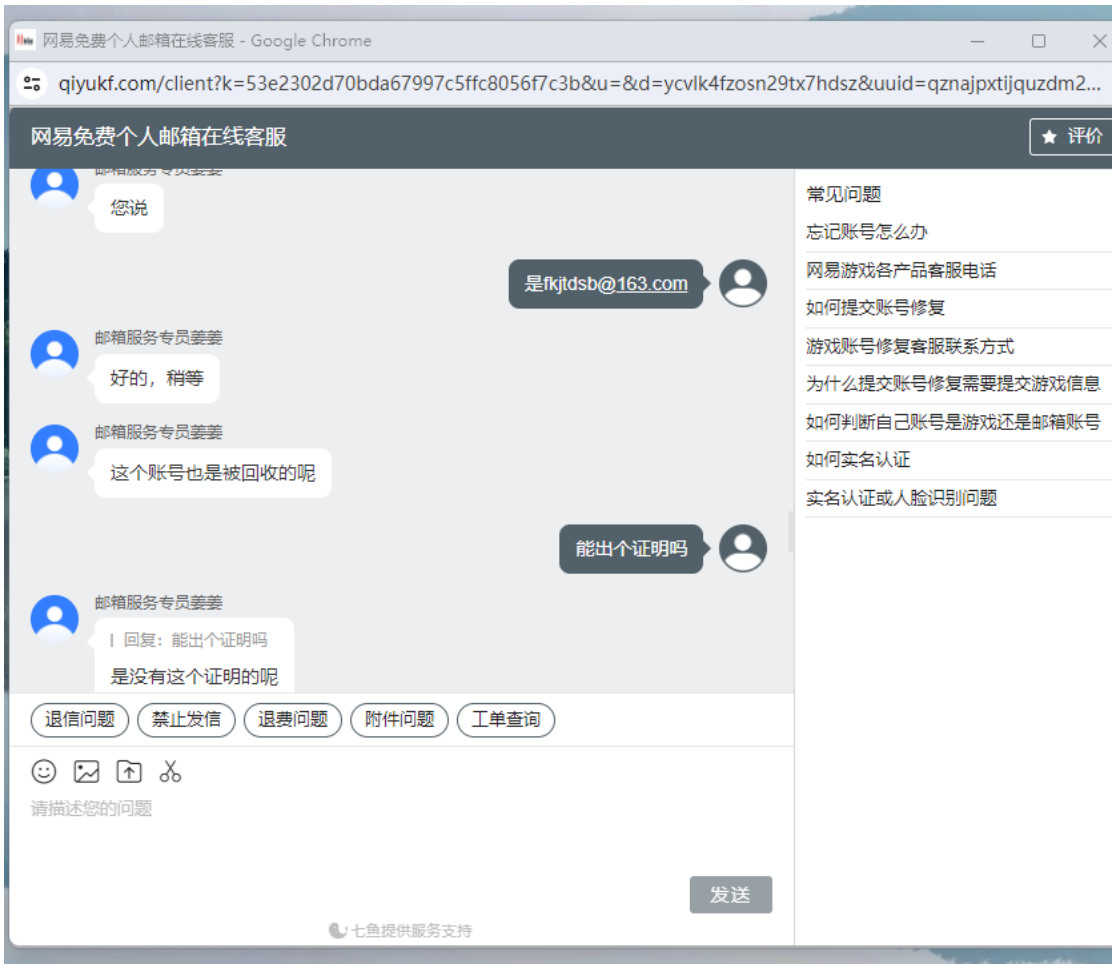
Shipping

Rates & Transit Time

This is Exhibit “G” referred to in the
Affidavit of Jiyong Song
sworn before me on April 29, 2024 at Feicheng, P. R. China

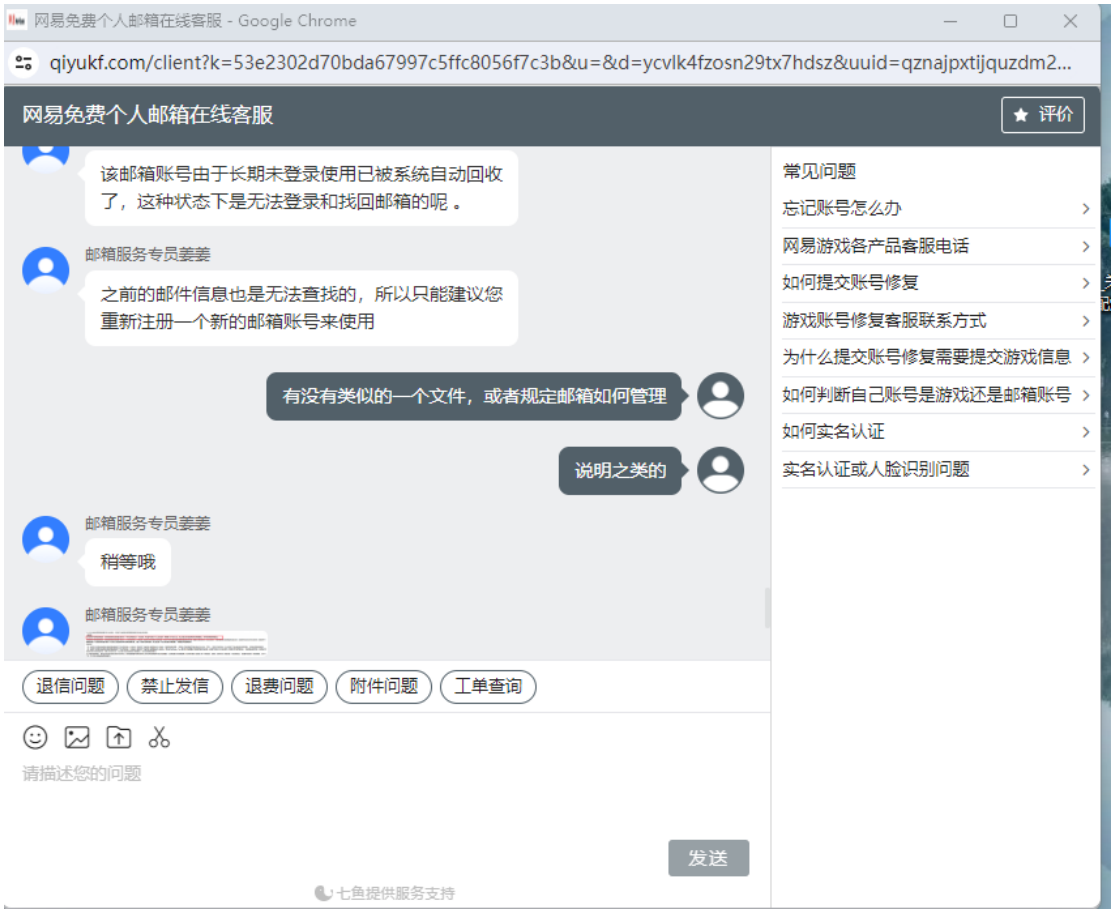


A Commissioner for Taking Affidavits for British Columbia
Ran He


网易免费个人邮箱在线客服 - Google Chrome
qiyukf.com/client?k=53e2302d70bda67997c5ffc8056f7c3b&u=&d=ycvlk4fzosn29tx7hdsz&uuid=qznajpxtijquzdm2...
网易免费个人邮箱在线客服
评价
您说
是fkjtdsb@163.com
邮箱服务专员姜姜
好的，稍等
邮箱服务专员姜姜
这个账号也是被回收的呢
能出个证明吗
邮箱服务专员姜姜
回复：能出个证明吗
是没有这个证明的呢
退信问题
禁止发信
退费问题
附件问题
工单查询
请描述您的问题
发送
七鱼提供服务支持
常见问题
忘记账号怎么办
网易游戏各产品客服电话
如何提交账号修复
游戏账号修复客服联系方式
为什么提交账号修复需要提交游戏信息
如何判断自己账号是游戏还是邮箱账号
如何实名认证
实名认证或人脸识别问题

该账号无法找回密码，请尝试申请账号修复


网易免费个人邮箱在线客服 - Google Chrome
qiyukf.com/client?k=53e2302d70bda67997c5ffc8056f7c3b&u=&d=ycvlk4fzosn29tx7hdsz&uuid=qznajpxtijquzdm2...
网易免费个人邮箱在线客服
评价
邮箱服务专员姜姜
目前是只能核实到这个状态呢
好的
邮箱服务专员姜姜
还有问题随时跟我说哦
有没有类似的邮箱管理制度，显示邮箱长期未登录如何处理
邮箱服务专员姜姜
该邮箱账号由于长期未登录使用已被系统自动回收了，这种状态下是无法登录和找回邮箱的呢 。
邮箱服务专员姜姜
退信问题
禁止发信
退费问题
附件问题
工单查询
请描述您的问题
发送
七鱼提供服务支持
常见问题
忘记账号怎么办
网易游戏各产品客服电话
如何提交账号修复
游戏账号修复客服联系方式
为什么提交账号修复需要提交游戏信息
如何判断自己账号是游戏还是邮箱账号
如何实名认证
实名认证或人脸识别问题


网易免费个人邮箱在线客服 - Google Chrome
qiyukf.com/client?k=53e2302d70bda67997c5ffc8056f7c3b&u=&d=ycvlk4fzosn29tx7hdsz&uuid=qznajpxtijquzdm2...
网易免费个人邮箱在线客服
评价
该邮箱账号由于长期未登录使用已被系统自动回收了，这种状态下是无法登录和找回邮箱的呢 。
邮箱服务专员姜姜
之前的邮件信息也是无法查找的，所以只能建议您重新注册一个新的邮箱账号来使用
有没有类似的一个文件，或者规定邮箱如何管理
说明之类的
邮箱服务专员姜姜
稍等哦
邮箱服务专员姜姜
退信问题
禁止发信
退费问题
附件问题
工单查询
请描述您的问题
发送
七鱼提供服务支持
常见问题
忘记账号怎么办
网易游戏各产品客服电话
如何提交账号修复
游戏账号修复客服联系方式
为什么提交账号修复需要提交游戏信息
如何判断自己账号是游戏还是邮箱账号
如何实名认证
实名认证或人脸识别问题

14.1用户清楚知悉网易邮箱账号存在有效期，并同意不定时登录使用网易邮箱账号以延续其有效期。

一般情况：

(1)如果用户的网易邮箱账号（网易收费邮箱注册的账号除外）下不存在网易充值一卡通点数，而该账号连续180天没有登录，则网易公司有权冻结、终止该账号下的全部或部分网易服务，并回收该网易邮箱账号；

(2)如果用户的网易邮箱账号（网易收费邮箱注册的账号除外）下存在网易充值一卡通点数，而该账号连续180天没有登录，如该用户以网易免费邮箱注册网易邮箱账号的，网易公司有权冻结、终止该等账号下的邮箱服务并将清理邮箱中的内容；如该账号连续540天没有登录，则该账号下的网易充值一卡通点数自该账号最后一次登录之日起的第540天24时到期作废，同时，网易公司有权冻结、终止该账号下的全部或部分网易服务，并回收该网易邮箱账号。

特别情况：

（3）如果用户以网易收费邮箱注册的网易邮箱账号不存在网易充值一卡通点数，且该账号下的邮箱在逾期期满后仍未续费的（逾期期的具体期限，以网易公司相关服务页面的通知或公告为准，下同），网易公司有权冻结、终止该账号下的全部或部分网易服务，并回收该网易邮箱账号；

（4）如果用户以网易收费邮箱注册的网易邮箱账号下存在网易充值一卡通点数，且该账号下的邮箱在逾期期满后仍未续费的，网易公司有权冻结、终止该账号下的邮箱服务并将清理邮箱中的内容；如该账号连续540天没有登录，则该账号下的网易充值一卡通点数自该账号最一次登录之日起的第540天24时到期作废，网易公司有权冻结、终止该账号下的全部或部分网易服务，并回收该网易邮箱账号。

14.2当账号被回收后，除非法律法规另有规定或双方另有约定，该网易邮箱账号的所有资料以及与该网易邮箱账号相关的全部服务（含邮箱服务和非邮箱服务）的资料和数据（包括但不限于邮箱信息、通讯录、邮件内容、网易充值一卡通点数信息、游戏账号信息等）将同时删除，且不可恢复，用户将无法再继续使用相应账号。

[CERTIFIED TRANSLATION]

NetEase Customer Service Specialist Jiangjiang:
Please.

:
It's fkjtdsb@163.com

NetEase Customer Service Specialist Jiangjiang:
OK. One minute please.

NetEase Customer Service Specialist Jiangjiang:
That account has also been recalled[1].

:
Can you please issue a certificate?

NetEase Customer Service Specialist Jiangjiang:
Sorry we don't have that kind of certificate.

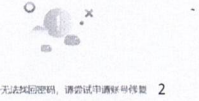
:
Any chance you can check when it was recalled?

NetEase Customer Service Specialist Jiangjiang:
Sorry that can't be verified either.

:
Alright. Can you take a screenshot?

:
That shows the status of this email address.

NetEase Customer Service Specialist Jiangjiang:



该账号无法找回密码，请尝试申请账号恢复 2

Certified Translator
Bing Qi
ZH-EN
EN-ZH

[1] The source term "回收" can be translated as "recall", "recover", "reclaim" or "recycle", subject to the context. It likely means the email account has been taken back and closed by the email service provider.
[2] The text in the screenshot means "The password fails to be recalled for this account. Please try applying for account retrieval."

NetEase Customer Service Specialist Jiangjiang:
That's the only status that can be verified now.

:
OK.

NetEase Customer Service Specialist Jiangjiang:
Let me know if there is any other question.

:
Is there any similar email administration policy that indicates what do if an email account has been logged into for a long time.

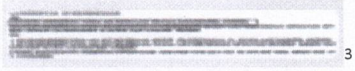
NetEase Customer Service Specialist Jiangjiang:
The email account has been automatically recalled by the system due as it hasn't been logged into for a long time. In that case, it is impossible to log back in and recover the email.

NetEase Customer Service Specialist Jiangjiang:
Also, it is impossible to retrieve previous emails. So the only advice is for you to register a new email account.

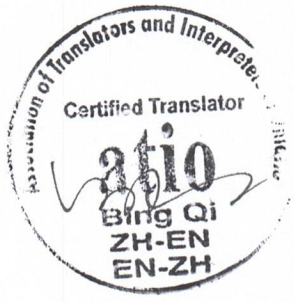
:
Is there any similar file that stipulates how emails are managed.

:
Something like an instruction.

NetEase Customer Service Specialist Jiangjiang:
One minute please.

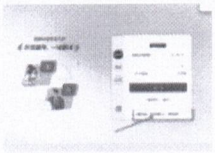
NetEase Customer Service Specialist Jiangjiang:
 [3]

NetEase Customer Service Specialist Jiangjiang:
It is contained in the email service provisions.



[3] The text in the screenshot means "(1) If a user's NetEase email account (except for the paid NetEase email account) has a NetEase top-up service balance of zero and the said email account has been inactive for 180 consecutive days, NetEase company has the right to freeze or terminate all or part of the NetEase services under that account, and recall the NetEase email account."

NetEase Customer Service Specialist Jiangjiang:



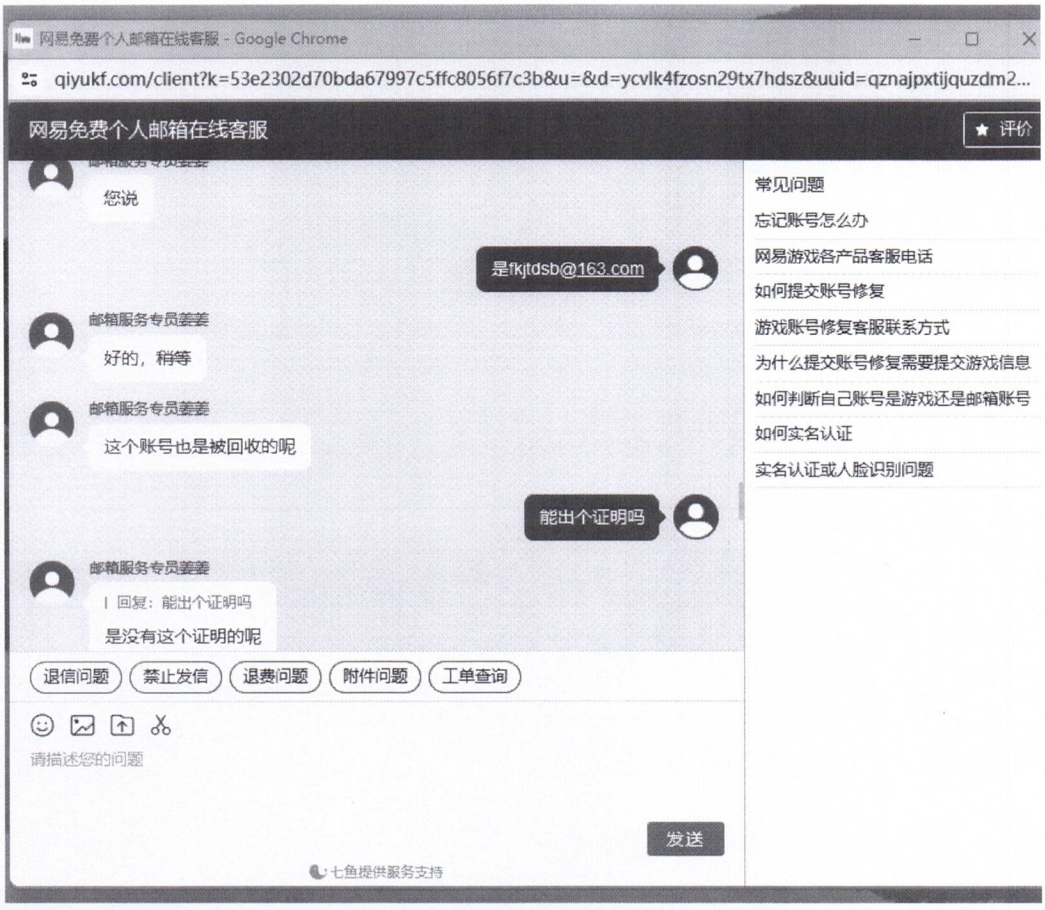
NetEase Customer Service Specialist Jiangjiang:
Hello, as it has been a long time since you last responded, the system will automatically close this conversation in a while.

[END OF TRANSLATION]

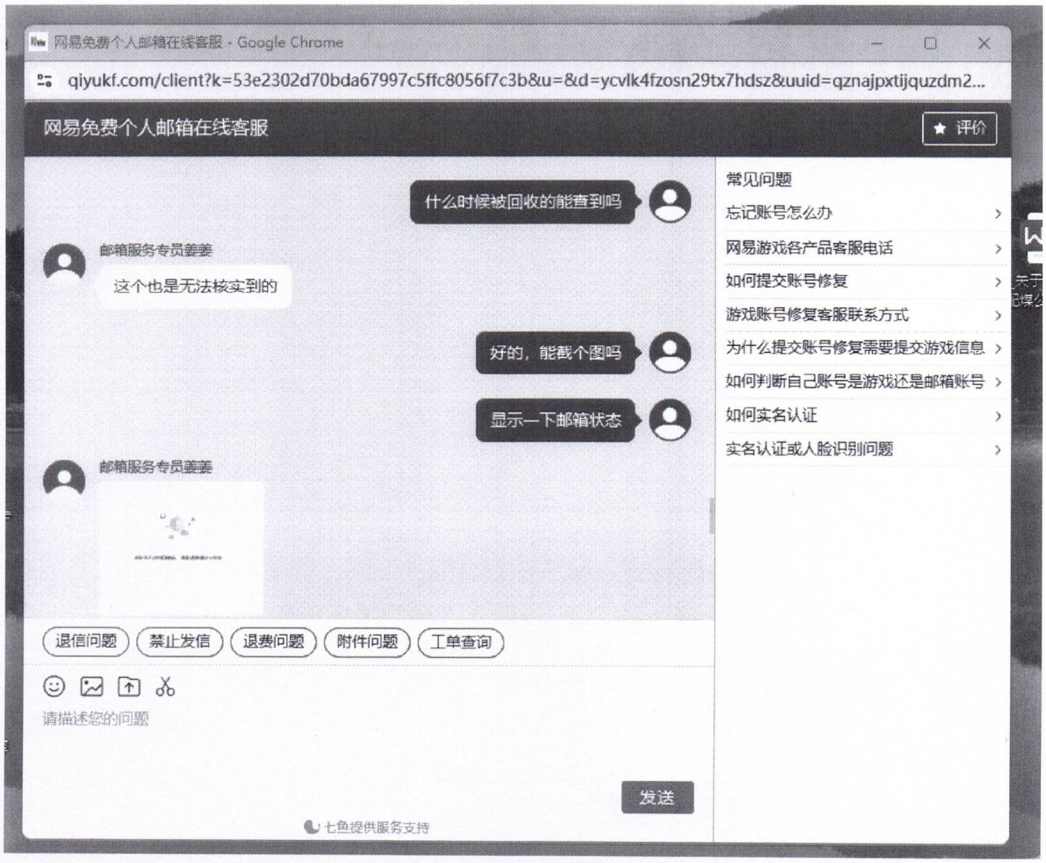
This is the Certified Translation of five pages of messages. A copy of the source document is attached hereto, signed and sealed by the Certified Translator.

Translator: Bing Qi (CTTIC/ATIO), M.A.
Designation: C. Tran. (ZH>EN) **Phone: 647-470-2846**
Date: April 28, 2024 **Email: translatortoronto@gmail.com**

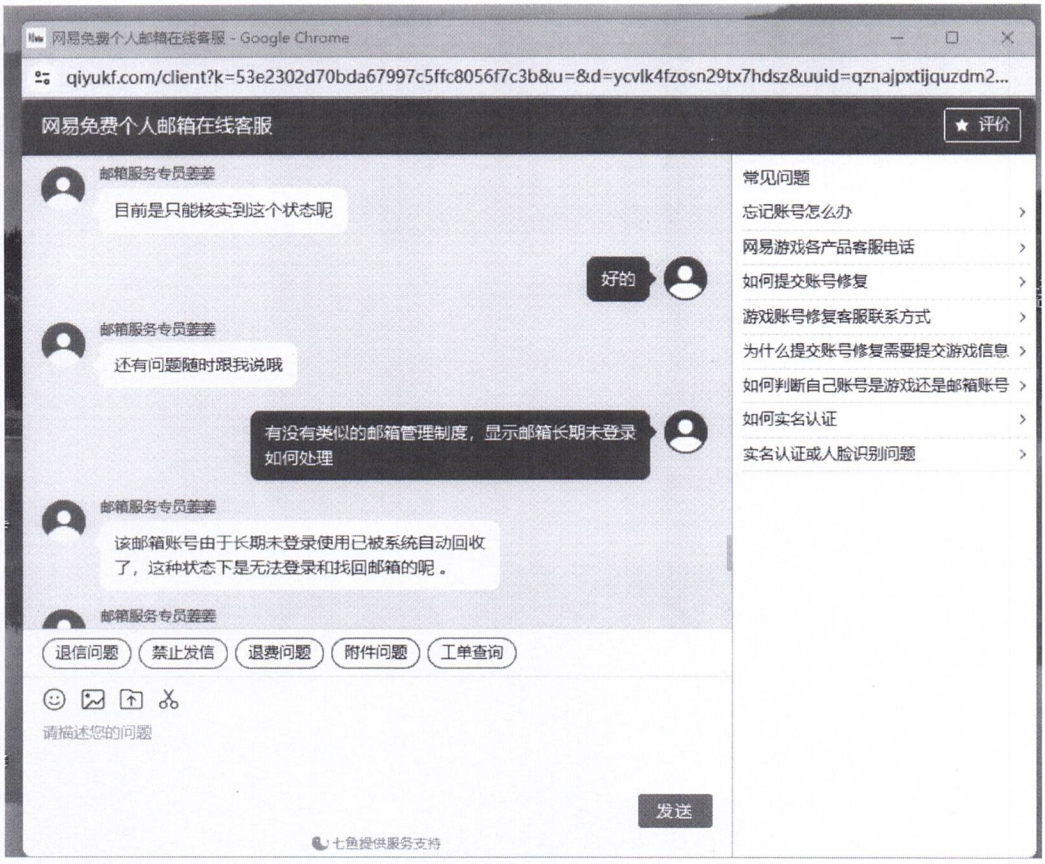
Association of Translators and Interpreters of Ontario
Certified Translator
atio
Bing Qi
ZH-EN
EN-ZH


网易免费个人邮箱在线客服 - Google Chrome
qiyukf.com/client?k=53e2302d70bda67997c5ffc8056f7c3b&u=&d=ycvlk4fzosn29tx7hdsz&uuid=qznajpxtijquzdm2...
网易免费个人邮箱在线客服
评价
您说
是fkjtdsb@163.com
邮箱服务专员姜姜
好的，稍等
邮箱服务专员姜姜
这个账号也是被回收的呢
能出个证明吗
邮箱服务专员姜姜
回复：能出个证明吗
是没有这个证明的呢
退信问题
禁止发信
退费问题
附件问题
工单查询
请描述您的问题
发送
七鱼提供服务支持
常见问题
忘记账号怎么办
网易游戏各产品客服电话
如何提交账号修复
游戏账号修复客服联系方式
为什么提交账号修复需要提交游戏信息
如何判断自己账号是游戏还是邮箱账号
如何实名认证
实名认证或人脸识别问题


Certified Translator
ZH-EN
EN-ZH



该账号无法找回密码，请尝试申请账号修复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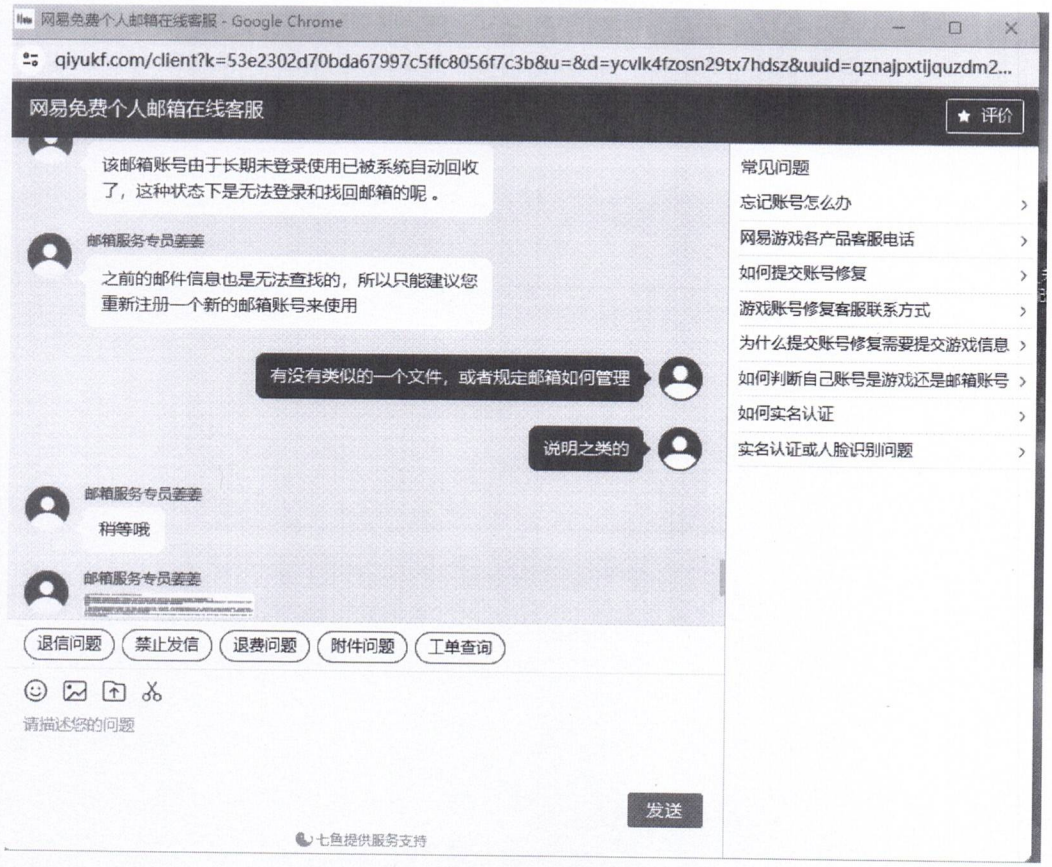
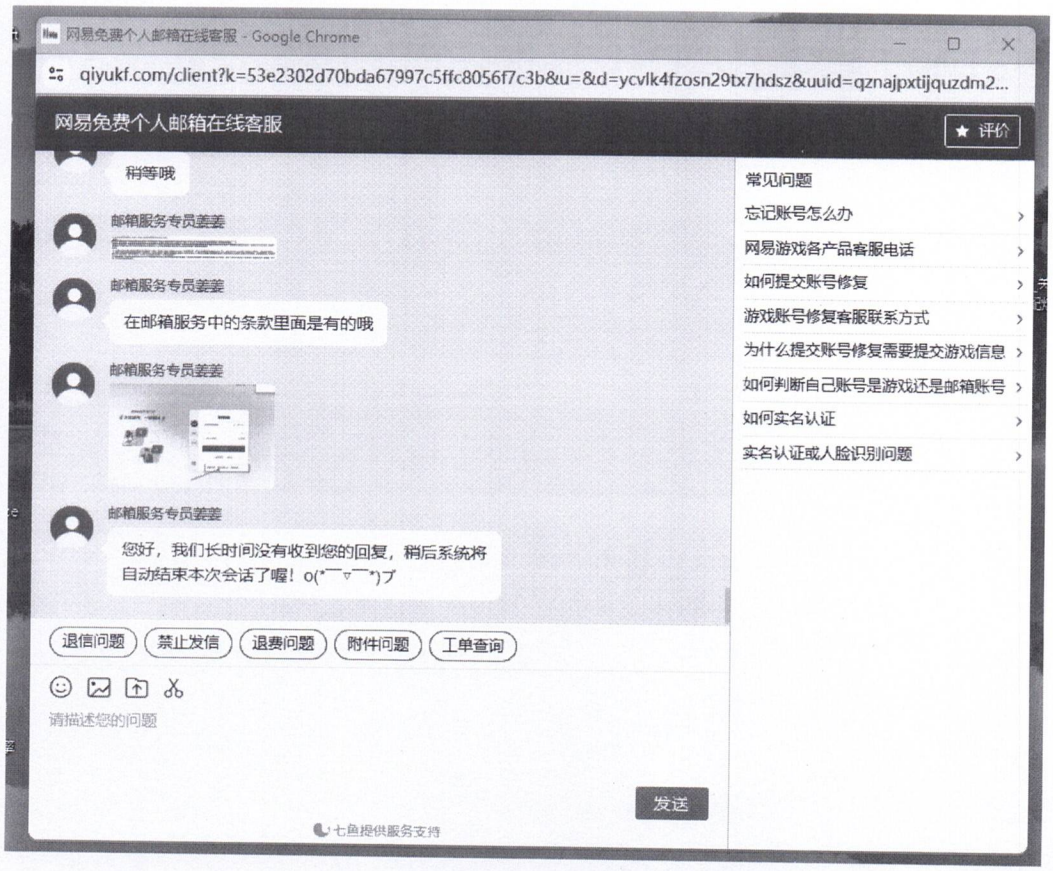
qiyukf.com/client?k=53e2302d70bda67997c5ffc8056f7c3b&u=&d=ycvlk4fzosn29tx7hdsz&uuid=qznajpxtijquzdm2...
网易免费个人邮箱在线客服
评价
邮箱服务专员姜姜
目前是只能核实到这个状态呢
好的
邮箱服务专员姜姜
还有问题随时跟我说哦
有没有类似的邮箱管理制度，显示邮箱长期未登录如何处理
邮箱服务专员姜姜
该邮箱账号由于长期未登录使用已被系统自动回收了，这种状态下是无法登录和找回邮箱的呢。
邮箱服务专员姜姜
退信问题
禁止发信
退费问题
附件问题
工单查询
请描述您的问题
发送
七鱼提供服务支持
常见问题
忘记账号怎么办
网易游戏各产品客服电话
如何提交账号修复
游戏账号修复客服联系方式
为什么提交账号修复需要提交游戏信息
如何判断自己账号是游戏还是邮箱账号
如何实名认证
实名认证或人脸识别问题


Certified Translator
Bing Qi
ZH-EN
EN-ZH


网易免费个人邮箱在线客服 - Google Chrome
qiyukf.com/client?k=53e2302d70bda67997c5ffc8056f7c3b&u=&d=ycvlk4fzosn29tx7hdsz&uuid=qznajpxtijquzdm2...
网易免费个人邮箱在线客服
评价
该邮箱账号由于长期未登录使用已被系统自动回收了，这种状态下是无法登录和找回邮箱的呢 。
邮箱服务专员姜姜
之前的邮件信息也是无法查找的，所以只能建议您重新注册一个新的邮箱账号来使用
有没有类似的一个文件，或者规定邮箱如何管理
说明之类的
邮箱服务专员姜姜
稍等哦
邮箱服务专员姜姜
退信问题
禁止发信
退费问题
附件问题
工单查询
请描述您的问题
发送
七鱼提供服务支持
常见问题
忘记账号怎么办
网易游戏各产品客服电话
如何提交账号修复
游戏账号修复客服联系方式
为什么提交账号修复需要提交游戏信息
如何判断自己账号是游戏还是邮箱账号
如何实名认证
实名认证或人脸识别问题


Association of Translators and Interpreters of Ontario
Certified Translator
2110
Bing Qi
ZH-EN
EN-ZH



14.1用户清楚知悉网易邮箱账号存在有效期，并同意不论何时登录使用网易邮箱账号以延续其有效期。

具体情况：

(1)如果用户的网易邮箱账号（网易收费邮箱注册的账号除外）下不存在网易充值一卡通点数，而该账号连续180天没有登录，则网易公司有权冻结、终止该账号下的全部或部分网易服务，并回收该网易邮箱账号；

(2)如果用户的网易邮箱账号（网易收费邮箱注册的账号除外）下存在网易充值一卡通点数，则该账号连续180天没有登录，系统用户以网易免费邮箱注册网易邮箱账号时，网易公司有权冻结、终止该账号下的网易服务并将清理邮箱中的内容；如该账号连续540天没有登录，则该账号下的网易充值一卡通点数自该账号最后一次登录之日起的第540天24时同步清，同时，网易公司有权冻结、终止该账号下的全部或部分网易服务，并回收该网易邮箱账号。

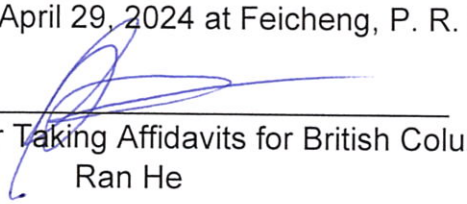
特别情况：

（3）如果用户以网易收费邮箱注册的网易邮箱账号本存在网易充值一卡通点数，且该账号下的邮箱在宽限期届后仍未续费的（逾期费的具体期限，以网易公司相关服务页面的通知或公告为准，下同），网易公司有权冻结、终止该账号下的全部或部分网易服务，并回收该网易邮箱账号；

（4）如果用户以网易收费邮箱注册的网易邮箱账号下存在网易充值一卡通点数，且该账号下的邮箱在宽限期届后仍未续费的，网易公司有权冻结、终止该账号下的邮箱服务并将清理邮箱中的内容，如该账号连续540天没有登录，则该账号下的网易充值一卡通点数自该账号最一次登录之日起的第540天24时预期作废，网易公司有权冻结、终止该账号下的全部或部分网易服务，并回收该网易邮箱账号。

14.2当账号被回收后，除非法律法规另有规定或双方另有约定，该网易邮箱账号的所有密码以及与该网易邮箱账号相关的全部服务（含邮箱服务和非邮箱服务）的资料和数据（包括但不限于邮箱信息、通讯录、邮件内容、网易充值一卡通点数信息、游戏账号信息等）将同时删除，且不可恢复，用户将无法再次使用相应账号。

This is Exhibit “H” referred to in the
Affidavit of Jiyong Song
sworn before me on April 29, 2024 at Feicheng, P. R. China



A Commissioner for Taking Affidavits for British Columbia
Ran He

Ran He

From: 肥城矿业集团公司 法务宋继勇 <18005482007@126.com>
Sent: Sunday, April 14, 2024 4:17 AM
To: 杨念华
Subject: 关于询问加拿大德华国际矿业公司破产通知有关情况的邮件

杨念华律师：

关于我司与加拿大德华国际矿业集团公司、刘乃顺的仲裁案件，我司委托了律师在加拿大申请承认与执行仲裁裁决。加拿大律师在调查中发现，德华公司正处于破产重整程序（CCAA 程序）中。我们要求加拿大律师联系德华公司的破产管理人了解此事，因为我司从未收到过任何通知。破产管理人却称，他们曾向 weiheng@weihenglaw.com 的邮箱中发送过邮件。请问你是否知晓这件事？这个邮箱是否与你有关？你有没有收到过关于德华公司破产的通知？

请尽快回复。

肥城矿业集团有限责任公司

宋继勇 18005482007

--
祝工作顺利！

[CERTIFIED TRANSLATION]

Ran He

From: Feicheng Mining Industry Group Co. Ltd., Legal Affairs Jiyong SONG <18005482007@126.com>

Sent: Sunday, April 14, 2024 4:17 AM

To: Nianhua YANG

Subject: Inquiry Email about Notification of the Bankruptcy of Canadian Dehua International Mines Group Inc.

Counsel Nianhua YANG:

In the arbitration between our company, Canadian Dehua International Mines Group Inc. and Naishun LIU, our company has hired a lawyer to apply for the recognition and enforcement of the arbitration award in Canada. The Canadian lawyer, in the process of investigation, has found that Dehua company is going through the Companies' Creditors Arrangement Act procedure (CCAA procedure). We have asked the Canadian lawyer to approach Dehua company's bankruptcy administrator1 for more information about that, as our company has never received any notification. The bankruptcy administrator, however, claimed that they have sent an email2 to weiheng@weihenglaw.com. Can you please advise if you are aware of that? Is that email address related to you? Have you received any notification about Dehua company's bankruptcy?

I look forward to your reply at your earliest convenience.

Feicheng Mining Industry Group Co. Ltd.

Jiyong SONG 18005482007

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All the best!

[END OF TRANSLATION]

This is the Certified Translation of an email of one page. A copy of the source document is attached hereto, signed and sealed by the Certified Translator.

Translator: Bing Qi (CTTIC/ATIO), M.A.
Designation: C. Tran. (ZH>EN) **Phone: 647-470-2846**
Date: April 28, 2024 **Email: translatortoronto@gmail.com**

Association of Translators and Interpreters of Ontario
Certified Translator
atio
Bing Qi
ZH-EN
EN-ZH

[1] The source term may also be translated as "liquidator"

[2] As the Chinese language does not make a distinction between singular and plural nouns, this could mean "emails".

Ran He

From: 肥城矿业集团公司 法务宋继勇 <18005482007@126.com>
Sent: Sunday, April 14, 2024 4:17 AM
To: 杨念华
Subject: 关于询问加拿大德华国际矿业公司破产通知有关情况的邮件

杨念华律师：

关于我司与加拿大德华国际矿业集团公司、刘乃顺的仲裁案件，我司委托了律师在加拿大申请承认与执行仲裁裁决。加拿大律师在调查中发现，德华公司正处于破产重整程序（CCAA 程序）中。我们要求加拿大律师联系德华公司的破产管理人了解此事，因为我司从未收到过任何通知。破产管理人却称，他们曾向 weiheng@weihenglaw.com 的邮箱中发送过邮件。请问你是否知晓这件事？这个邮箱是否与你有关？你有没有收到过关于德华公司破产的通知？

请尽快回复。

肥城矿业集团有限责任公司

宋继勇 18005482007

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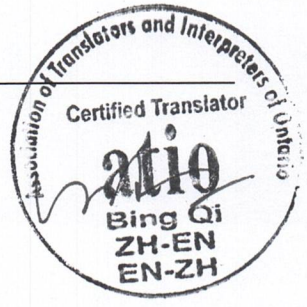
祝工作顺利！



Ran He

From: 杨念华律师 <ynhlawyer@126.com>
Sent: Monday, April 15, 2024 1:36 AM
To: 肥城矿业集团公司 法务宋继勇
Subject: Re:关于询问加拿大德华国际矿业公司破产通知有关情况的邮件

宋部长:

您好!

关于您提到的加拿大德华国际矿业集团公司破产、以及曾有破产管理人发送邮件一事，我本人未接到任何通知或相关文件，对此全然不知情。weiheng@weihenglaw.com 这一邮箱地址，是北京市炜衡律师事务所处理行政事务的邮箱。我是北京市炜衡（济南）律师事务所的律师，从不使用这个邮箱，我也从来没有接到过北京市炜衡律师事务所对于上述邮件的通知。我已询问过北京市炜衡律师事务所，他们对此事也不知情。
加拿大德华公司曾与贵公司有过合作关系，加拿大德华公司知道贵公司的通信地址及联系相关业务的电子邮箱，对于加拿大德华公司相关破产事宜，应该能够直接联系贵公司。

如加拿大德华公司确实已进入破产程序，请贵公司尽快申请加入债权人会议，贵司享有合法的债权，加拿大德华公司即使已破产清算，该公司也应当对贵司承担相应的清偿责任，担保人刘乃顺也应当承担相应的担保责任。如您与破产管理人沟通过程中需要我的协助，请您随时与我联系。

顺颂商祺!

北京市炜衡（济南）律师事务所 杨念华律师

电话：13805313661

在 2024-04-14 15:17:20，"肥城矿业集团公司 法务宋继勇" <18005482007@126.com> 写道：

> 杨念华律师：

关于我司与加拿大德华国际矿业集团公司、刘乃顺的仲裁案件，我司委托了律师在加拿大申请承认与执行仲裁裁决。加拿大律师在调查中发现，德华公司正处于破产重整程序（CCAA 程序）中。我们要求加拿大律师联系德华公司的破产管理人了解此事，因为我司从未收到过任何通知。破产管理人却称，他们曾向 weiheng@weihenglaw.com 的邮箱中发送过邮件。请问你是否知晓这件事？这个邮箱是否与你有关？你有没有收到过关于德华公司破产的通知？

请尽快回复。

肥城矿业集团有限责任公司

宋继勇 18005482007

--
祝工作顺利！

[CERTIFIED TRANSLATION]

Ran He

From: Counsel Nianhua YANG <nhlawyer@126.com>

Sent: Monday, April 15, 2024 1:36 AM

To: Feicheng Mining Industry Group Co. Ltd., Legal Affairs Jiyong SONG

Subject: Re: Inquiry Email about Notification of the Bankruptcy of Canadian Dehua International Mines Group Inc.

Mr. YANG:

In the matter of Canadian Dehua International Mines Group Inc. going bankrupt and a bankruptcy administrator having sent an email as you have mentioned, I myself have never received any notification or relevant documents and am not in the know at all. The email address, weiheng@weihenglaw.com, is the email address used by Beijing Weiheng Law Firm to deal with administrative matters. I am a lawyer at Beijing Weiheng (Jinan) Law Firm, have never used that email address, and have never received any notification from Beijing Weiheng Law Firm regarding the aforementioned email. I have inquired with Beijing Weiheng Law Firm and was advised they did not know about that either.

Canadian Dehua International Mines Group Inc. has cooperated with your company and has your company's mailing address and relevant email addresses for business contact. With respect to any matter related to the bankruptcy of Canadian Dehua International Mines Group Inc., I believe they are able to contact your company directly.

The bankruptcy procedure has indeed started for Canadian Dehua International Mines Group Inc. Your company is asked to please apply to attend the creditors' meeting as soon as possible. Your company is entitled to legitimate creditors' rights. Even when Canadian Dehua International Mines Group Inc. is bankrupt and to be liquidated, that company is still resopnsible for payoff to your company accordingly. The guarantor should also be held responsible as a guarantor. If you need my assistance in communication with the bankruptcy administrator, please feel free to contact me at any time.

All the best,

Nianhua YANG, Counsel, Beijing Weiheng (Jinan) Law Firm

Phone: 13805313661

[END OF TRANSLATION]

This is the Certified Translation of an email of one page. A copy of the source document is attached hereto, signed and sealed by the Certified Translator.

Translator: Bing Qi (CTTIC/ATIO), M.A.
Designation: C. Tran. (ZH>EN) **Phone: 647-470-2846**
Date: April 28, 2024 **Email: translatortoronto@gmail.com**

Association of Translators and Interpreters of Ontario
Certified Translator
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Bing Qi
ZH-EN
EN-ZH

Ran He

From: 杨念华律师 <ynhlawyer@126.com>
Sent: Monday, April 15, 2024 1:36 AM
To: 肥城矿业集团公司 法务宋继勇
Subject: Re:关于询问加拿大德华国际矿业公司破产通知有关情况的邮件

宋部长:

您好!

关于您提到的加拿大德华国际矿业集团公司破产、以及曾有破产管理人发送邮件一事，我本人未接到任何通知或相关文件，对此全然不知情。weiheng@weihenglaw.com 这一邮箱地址，是北京市炜衡律师事务所处理行政事务的邮箱。我是北京市炜衡（济南）律师事务所的律师，从不使用这个邮箱，我也从来没有接到过北京市炜衡律师事务所对于上述邮件的通知。我已询问过北京市炜衡律师事务所，他们对此事也不知情。

加拿大德华公司曾与贵公司有过合作关系，加拿大德华公司知道贵公司的通信地址及联系相关业务的电子邮箱，对于加拿大德华公司相关破产事宜，应该能够直接联系贵公司。

如加拿大德华公司确实已进入破产程序，请贵公司尽快申请加入债权人会议，贵司享有合法的债权，加拿大德华公司即使已破产清算，该公司也应当对贵司承担相应的清偿责任，担保人刘乃顺也应当承担相应的担保责任。如您与破产管理人沟通过程中需要我的协助，请您随时与我联系。

顺颂商祺!

北京市炜衡（济南）律师事务所 杨念华律师

电话：13805313661

在 2024-04-14 15:17:20，"肥城矿业集团公司 法务宋继勇" <18005482007@126.com> 写道：

> 杨念华律师：

No. S-224444

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN DEHUA INTERNATIONAL MINES GROUPS INC.

Petitioner

APPLICATION RECORD

THC Lawyers

885 West Georgia St, Suite 1480 Vancouver BC. V6C 3E8

Attention: Ran He

File: 81376