

Court File No

Court Court of Queen's Bench of Alberta

Judicial Centre Calgary

Applicants 0774238 BC Ltd., 0792065 BC Ltd., A&C Pacific Enterprises Inc., Augustan Enterprises Ltd., D&C Atlantic Investments Inc., DYMI Investments Ltd., DNP Enterprises Ltd., Fireland Developments Ltd., Hung Yip International Development Co. Ltd., Innet Enterprises Inc., Ye Zhan Enterprises Corp., Zhanda Investment Ltd.

Respondents 0752868 BC Ltd., Canada and America Enterprises Ltd., Canapoint Development Inc., The United Teeming Development Co. Ltd., Sam Myung Enterprises Ltd., Sanmei Enterprises Ltd., Soon Enterprises Ltd.

Document **Affidavit**

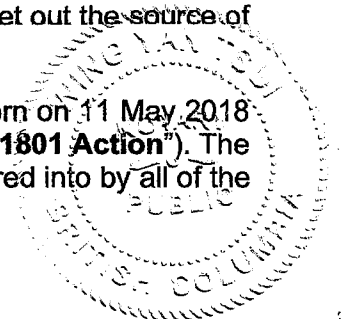
Address for service and contact information of party filing this document
Wilson Laycraft
Barristers and Solicitors
1601, 333 – 11 Avenue SW
Calgary, AB T2R 1L9

Attention: Brad Findlater
Phone: 403-441-2135
Fax: 403-290-0828
Email: bfindlater@wilcraft.com
File No.: 14-9099

AFFIDAVIT OF THOMAS LEE (AKA THOMAS SHING WONG LEE)
Sworn on ^{th.} 19 November 2020

I, Thomas Lee, of Richmond, British Columbia, SWEAR AND SAY THAT:

1. I am the appointed representative on behalf of the Applicants, 0774238 BC Ltd., A&C Pacific Enterprises Inc., Augustan Enterprises Ltd., D&C Atlantic Investments Inc., DYMI Investments Ltd., DNP Enterprises Ltd., Fireland Developments Ltd., Hung Yip International Development Co. Ltd., Innet Enterprises Inc., Ye Zhan Enterprises Corp., Zhanda Investment Ltd. I have reviewed the pertinent portions of the materials and, as such have personal knowledge of the facts and matters deposed to herein, except where stated to be based upon information and belief, in which instances I set out the source of my information and grounds for my belief.
2. Attached as **Exhibit 1** is a copy of the Affidavit of Kwok Kie Soo, sworn on 11 May 2018 (the "**Soo Affidavit**"), in Queen's Bench Action No. 1801-07295 (the "**1801 Action**"). The Soo Affidavit sets out the background of an investment that was entered into by all of the



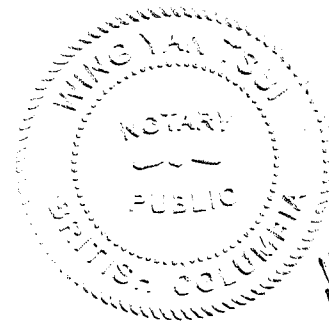
Applicants and Respondents (the "Joint Venture Participants"), and also includes the governing documents for that investment, that being the 'Trust Agreement' and 'Joint Venture Agreement.'

3. The investment contemplated the purchase and development of lands in Rockyview, Alberta, legally described as:

MERIDIAN 4 RANGE 27 TOWNSHIP 23
SECTION 32 QUARTER SW
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
HECTARES (ACRES) MORE OR LESS
A) PLAN 9211808 DESCRIPTIVE 2.64 (6.52)
EXCEPTING THEREOUT ALL MINES AND MINERALS

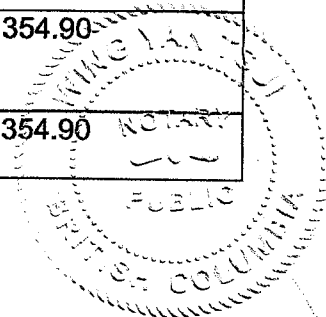
(the "Property")

4. The Property was held in trust by the nominee company 1305402 Alberta Inc. ("130") for the Joint Venture Participants, which includes all of the Applicants and the Respondents. 130 was incorporated by Siu Kon "Bonnie" Soo ("Soo") and Siu Mui "Debbie" Wong ("Wong"). 130, Soo, and Wong had no interest in the Property.
5. The investment was governed by a Joint Venture Agreement and Trust Agreement entered into around May 2007 by all of the Applicants and Respondents, with 130 as the nominee corporation and base trustee of the Property.
6. Pursuant to the Joint Venture Agreement and Trust Agreement, the Joint Venture Participants are entitled to the corresponding share of the Sale Proceeds:
- a. 0774238 BC LTD., is entitled to 10/153.48th share in the lands;
 - b. DYMI Investments Ltd. as to 20/153.48th share in the lands;
 - c. D & C Investments Ltd. as to 7.48/153.48th share in the lands;
 - d. A & C Pacific Enterprises Inc. as to 10/153.48th share in the lands;
 - e. The United Teeming Development Co. Ltd. as to a 10/153.48th share in the lands;
 - f. Innet Enterprises Inc. as to a 10/153.48th share in the lands;
 - g. Hung Yip International Development Co. Ltd. as to a 10/153.48th share in the lands;
 - h. Augustan Enterprises Ltd. as to a 10/153.48th share in the lands;
 - i. Fireland Development Ltd. as to a 6/153.48th share in the lands;
 - j. Canapoint Development Inc. as to a 5/153.48th share in the lands;
 - k. 0792065 BC LTD., as to a 5/153.48 share in the lands;
 - l. Zhanda Investment Ltd. as to a 5/153.48th share in the lands;
 - m. DNP Enterprises Ltd. as to a 5/153.48th share in the lands;
 - n. Sam Myung Enterprises Ltd. as to a 5/153.48th share in the lands;
 - o. Soon Enterprises Ltd. as to a 5/153.48th share in the lands;



- p. Sanmei Enterprises Ltd. as to a 5/153.48th share in the lands;
- q. Canada and America Enterprises Ltd. as to a 10/153.48th share in the lands;
- r. Ye Zhan Enterprises Corp. as to a 5/153.48th share in the lands;
- s. DYMI Investments Ltd. is entitled to 20/153.48th share in the lands; and
- t. 0752868 BC Ltd as to a 10/153.48th share in the lands.
7. Title to the Property changed from 130 pursuant to a Consent Order for Foreclosure, filed 16 September 2014 in Court of Queen's Bench Action 1301-11183.
8. On 5 July 2018 in the 1801 Action Master J.B. Hanebury, Q.C., ordered that 130 pay sale proceeds from the Property into Court as Money Paid Into Court (the "Hanebury Order"). Attached as **Exhibit 2** is a copy of the Hanebury Order.
9. Attached as **Exhibit 3** is a copy of the Money Paid Into Court filed 4 October 2018 in the 1801 Action, confirming that \$281,711.11 was paid into Court, to be held in an interest-bearing account.
10. As appointed representative I contacted, or on a best efforts' basis attempted to contact, all Joint Venture Participants about bringing this application. Out of the 19 Joint Venture Participants, the 12 Applicants agreed to combine our efforts to bring this Application to have Money Paid Out of Court.
11. The 12 Applicants seek the following distribution as Money Paid Out of Court, as in accordance with the Joint Venture Agreement and Trust Agreement, as follows:

Company	Share	\$/Share	Total
0774238 BC Ltd.	10	\$1,835.49	\$18,354.90
0792065 BC Ltd.	5	\$1,835.49	\$9,177.45
A & C Pacific Enterprises Inc.	10	\$1,835.49	\$18,354.90
Augustan Enterprises Ltd.	10	\$1,835.49	\$18,354.90
D & C Investments Ltd.	7.48	\$1,835.49	\$13,729.47
DNP Enterprises Ltd.	5	\$1,835.49	\$9,177.45
DYMI Investments Ltd.	20	\$1,835.49	\$36,709.80
Fireland Development Ltd.	6	\$1,835.49	\$11,012.40
Hung Yip International Development Co. Ltd	10	\$1,835.49	\$18,354.90
Innet Enterprises Inc.	10	\$1,835.49	\$18,354.90



Handwritten signature or mark.

Ye Zhan Enterprises Corp.	5	\$1,835.49	\$9,177.45
Zhanda Investment Ltd.	5	\$1,835.49	\$9,177.45


12. The Applicants agree to accept their proportionate share pursuant to the Joint Venture Agreement.
13. The 7 Joint Venture Participants that make up the Respondents declined to join the Application, were non-responsive or I could not reach them. Arguably, the Respondents are entitled to the following proportionate share of the Sale Proceeds:

Company	Share	\$/Share	Total
0752868 BC Ltd.	10	\$1,835.49	\$18,354.90
Canada and America Enterprises Ltd.	10	\$1,835.49	\$18,354.90
Canapoint Development Inc.	5	\$1,835.49	\$9,177.45
Sam Myung Enterprises Ltd.	5	\$1,835.49	\$9,177.45
Sanmei Enterprises Ltd.	5	\$1,835.49	\$9,177.45
Soon Enterprises Ltd.	5	\$1,835.49	\$9,177.45
The United Teeming Development Co. Ltd.	10	\$1,835.49	\$18,354.90

14. I make this Affidavit in support of the Applicants' Originating Application to have Money Paid Out of Court.

SWORN (OR AFFIRMED) BEFORE ME at
Richmond, British Columbia, this 19th
 day of November, 2020.



A Commissioner for Oaths in and for Alberta 

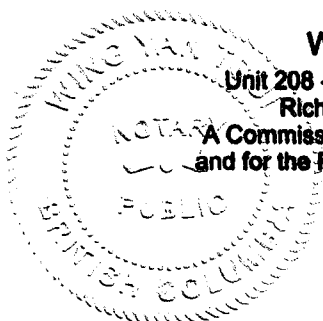
A Commissioner for taking Affidavits
 for the Province of British Columbia

THOMAS LEE
 (AKA Thomas SHING WOON LEE)

Wing Yan Tsui

Unit 208 - 4751 Garden City Road
 Richmond BC V6X 3M7

A Commissioner for taking affidavits in
 and for the Province of British Columbia



COURT FILE NUMBER

1801-07295

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

1305402 ALBERTA INC.

RESPONDENTS

0774238 B.C. Ltd., DYMI Investments Ltd., D & Atlantic Investment Inc., A & C Pacific Enterprises Inc., The United Teeming Development Co. Ltd., Inner Enterprises Inc., Hung Yip International Development Co Ltd., Augustan Enterprises Ltd., Fireland Development Ltd., Canapoint Development Inc., 0792065 B.C. Ltd., DNP Enterprises Ltd., Sam Myung Enterprises Ltd., Soon Enterprises Ltd., Sanmei Enterprises Ltd., Canada and America Enterprises Ltd., Ye Zhan Enterprises Corp., 0752868 B.C. Ltd. and Zhanda Investment Ltd.

Clerk's Stamp
CLERK OF THE COURT
FILED
MAY 23 2018
JUDICIAL CENTRE
OF CALGARY

DOCUMENT

AFFIDAVIT OF KWOK KIE SOO

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY MAKING THIS OFFER

Brad J. Findlater
James McCall Panunto
300-444, 5th Avenue S.W.
Calgary, AB T2P 2T8
Telephone: (403) 817.3014
Facsimile: (403) 221.8339
Lawyer File Number: 6230

This is Exhibit " 1 " to the Affidavit of Thomas Lee
sworn on the 19th day of November
20 20 at Richmond, British Columbia

[Signature]
A Commissioner for taking Affidavits in and for the Province of British Columbia

Wing Yan Tsui (31 pages)
Notary Public

#208 - 4751 Garden City Road
Richmond BC V6X 3M7

AFFIDAVIT OF KWOK KIE SOO

Sworn on 11 May 2018

I, Kwok Kie Soo, of Vancouver, British Columbia, SWEAR THE FOLLOWING UNDER OATH:

1. I am the director and officer of the Applicant, 1305402 Alberta Inc. ("1305") in this action, have knowledge of the matters deposed to in this Affidavit, and am authorized by 1305 to swear this Affidavit.

2. 1305 was previously the registered owner of a property legally described as:

MERIDIAN 4 RANGE 27 TOWNSHIP 23
SECTION 32
QUARTER SW
CONTAINING 64.7 HECTARES(160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
HECTARES (ACRES) MORE OR LESS

A) PLAN 9211808 DESCRIPTIVE 2.64 (6.52)
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Property")


3. 1305 was the nominee corporation and bare trustee of the Property pursuant to a Joint Venture Agreement and Trust Agreement entered into with the Respondents in or around May 2007. Attached as **Exhibit 1** is a copy of the Joint Venture Agreement and the Trust Agreement.
4. On or about 28 August 2014, 1305 obtained the approval of more than 60% of the Joint Venture Participants to accept an offer from the mortgagee to purchase the Property, resulting in the filing of a Consent Foreclosure Order attached as **Exhibit 2**.
5. 1305 received the proceeds of sale from the Property (the "Sale Proceeds"), and after satisfying various Joint Venture debts and liabilities of 1305, the Sale Proceeds were deposited into trust with counsel for 1305. I am advised by my lawyer, Brad Findlater of James McCall Panunto, that there is currently \$287,823.75 in Sale Proceeds.
6. Pursuant to the Joint Venture Agreement, each of the Respondents was deemed to have an interest in the Property based on the capital contributions made at the time the Joint Venture Agreement was entered into. The proportionate interests in the Property are set out in the Joint Venture Agreement.
7. 1305 does not claim an interest in the Sale Proceeds, with the exception that all Joint Venture debts and liabilities need to be satisfied prior to the distribution of the Sale Proceeds. Some or all of the Joint Venture Participants are entitled to their proportionate shares of the Sale Proceeds based on the terms of the Joint Venture Agreement.
8. Pursuant to the Joint Venture Agreement, each Joint Venture Participant was required to advance funds in its proportionate share to meet the obligations of the Joint Venture as they became due. If a Joint Venture Participant failed to make an advance as required, this constituted an event of default under the Joint Venture Agreement.
9. One or more of the Joint Venture Participants failed to advance funds in its proportionate share, on one or more occasions, or otherwise failed to meet its obligations under the Joint Venture Agreement, and are therefore are believed to be in default under the Joint Venture Agreement. Those Joint Venture Participants that are believed to be in default include:
 - a. Augustan Enterprises Ltd.

- b. Canapoint Development Inc.
- c. Sam Myung Enterprises Ltd.
- d. Soon Enterprises Ltd.
- e. Sanmei Enterprises Ltd.

10. I have reviewed the Joint Venture Agreement and it does not specify whether a Joint Venture Participant that is in default should receive a portion of the Sale Proceeds or not.

11. I swear this affidavit in support of the application to filed and served herewith.

1.
 SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 11th day of ~~APRIL 2018~~ ^{May}, 2018.



 A Notary Public In and For the Province of British Columbia

VANCE C. HOY
Barrister, Solicitor, Notary
#720-999 West Broadway
Vancouver, B.C., V5Z 1K5
Phone: 604-683-5607



KWOK KIE SOO

This is Exhibit 1
to the Affidavit of Kwok Kie Soo
Sworn before me this 11th
day of ~~March~~ ¹¹ May, 2018



A Notary Public in and for
the Province of British Columbia

VANCE C. HOY
Barrister, Solicitor, Notary
#720-999 West Broadway
Vancouver, B.C., V5Z 1K5
Phone: 604-683-5607

TRUST AGREEMENT

THIS AGREEMENT made the day of May, 2007

BETWEEN:

1305402 ALBERTA INC.
a valid and subsisting Corporation
Formed pursuant to the Laws of Alberta
And having an office in the City of Calgary
in the Province of Alberta

(hereinafter referred to as the "Trustee")

- and -

0774238 B.C. LTD. a valid and subsisting Corporation
And having an office in the City of Surrey
in the Province of British Columbia

- and -

DYMI INVESTMENTS LTD. a valid and subsisting Corporation
And having an office in the City of Surrey
in the Province of British Columbia

- and -

D & C ALANTIC INVESTMENTS INC. a valid and subsisting Corporation.
And having an office in the City of Calgary
in the Province of Alberta.

- and -

A & C PACIFIC ENTERPRISES INC. a valid and subsisting Corporation.
And having an office in the City of Calgary
in the Province of Alberta.

- and -

THE UNITED TEEMING DEVELOPMENT CO. LTD. a valid and subsisting Corporation
And having an office in the City of Vancouver
in the Province of British Columbia

- and -

INNET ENTERPRISES INC. a valid and subsisting Corporation
And having an office in the City of Vancouver
in the Province of British Columbia

- and -

HUNG YIP INTERNATIONAL DEVELOPMENT CO. LTD.
a valid and subsisting Corporation
And having an office in the City of Richmond
in the Province of British Columbia

- and -

AUGUSTAN ENTERPRISES LTD. a valid and subsisting Corporation
And having an office in the City of Richmond
in the Province of British Columbia

- and -

FIRELAND DEVELOPMENT LTD. a valid and subsisting Corporation
And having an office in the City of Richmond
in the Province of British Columbia

- and -

CANAPOINT DEVELOPMENT INC. a valid and subsisting Corporation
And having an office in the City of Burnaby
in the Province of British Columbia

- and -

0792065 B. C. LTD a valid and subsisting Corporation
And having an office in the City of Vancouver
in the Province of British Columbia

- and -

ZHANDA INVESTMENT LTD. a valid and subsisting Corporation
And having an office in the City of Burnaby
in the Province of British Columbia

- and -

D N P ENTERPRISES LTD. a valid and subsisting Corporation
And having an office in the City of Vancouver
in the Province of British Columbia

- and -

SAM MYUNG ENTERPRISES LTD. a valid and subsisting Corporation

And having an office in the City of Coquitlam
in the Province of British Columbia

- and -

SOON ENTERPRISES LTD. a valid and subsisting Corporation
And having an office in the City of Coquitlam
in the Province of British Columbia

- and -

SANMEI ENTERPRISES LTD. a valid and subsisting Corporation
And having an office in the City of Coquitlam
in the Province of British Columbia

- and -

CANADA AND AMERICA ENTERPRISES LTD. a valid and subsisting Corporation
And having an office in the City of Vancouver
in the Province of British Columbia

- and -

YE ZHAN ENTERPRISES CORP. a valid and subsisting Corporation
And having an office in the City of Vancouver
in the Province of British Columbia

- and -

0752868 B.C. LTD. a valid and subsisting Corporation
And having an office in the City of Vancouver
in the Province of British Columbia

(hereinafter collectively referred to as the "Beneficial Owner")

WHEREAS the Trustee will hold the title to the following Lands (short legal):

MERIDIAN 4 RANGE 27 TOWNSHIP 23 SECTION 32 QUARTER SW (153.48 ACRES +/-)

EXCEPTING THEREOUT ALL MINES AND MINERALS ("the Lands")

AND WHEREAS the Trustee and the Beneficial Owner have agreed to jointly participate in the purchase and development, construction and the subsequent sale of the Condominiums built on the Lands,

AND WHEREAS the trustee will obtain the legal ownership of the Lands, the trustee will hold the property as a bare trustee in trust for the Beneficial Owner.

AND WHEREAS the parties hereto desire to enter into this agreement to formally set out the terms of the Trust Agreement being entered into.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, the sum of Two Dollars now paid by each party hereto to each of the other parties, hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed as follows:

1 **Trust Constituted.** The Trustee hereby declares and acknowledges that the Lands are to be held and will be held for the benefit of the Beneficial Owner to the extent specified as follows:
0774238 B.C. LTD., as to a 10/153.48th share in the Lands;
DYMI INVESTMENTS LTD. as to a 20/153.48th share in the Lands;
D & C INVESTMENTS INC. as to a 7.48/153.48th share in the Lands;
A & C PACIFIC ENTERPRISES INC. as to a 10/153.48th share in the Lands;
THE UNITED TEEMING DEVELOPMENT CO. LTD. as to a 10/153.48th share in the Lands;
INNET ENTERPRISES INC. as to a 10/153.48th share in the Lands;
HUNG YIP INTERNATIONAL DEVELOPMENT CO. LTD. as to a 10/153.48th share in the Lands;
AUGUSTAN ENTERPRISES LTD. as to a 10/153.48th share in the Lands;
FIRELAND DEVELOPMENT LTD. as to a 6/153.48th share in the Lands;
CANAPOINT DEVELOPMENT INC. as to a 5/153.48th share in the Lands;
0792065 B.C. LTD. as to a 5/153.48th share in the Lands;
ZHANDA INVESTMENT LTD. as to a 5/153.48th share in the Lands;
D N P ENTERPRISES LTD. as to a 5/153.48th share in the Lands;
SAM MYUNG ENTERPRISES LTD. as to a 5/153.48th share in the Lands;
SOON ENTERPRISES LTD. as to a 5/153.48th share in the Lands;
SANMEI ENTERPRISES LTD. as to a 5/153.48th share in the Lands;
CANADA AND AMERICA ENTERPRISES LTD. as to a 10/153.48th share in the Lands;
YE ZHAN ENTERPRISES CORP. as to a 5/153.48th share in the Lands;
0752868 B.C. LTD. as to a 10/153.48th share in the Lands;

2 **No Beneficial Interest.** The Trustee further acknowledges and declares that it has no beneficial interest in the Lands held for the benefit of the Beneficial Owner, more particularly set out in paragraph 1 herein and that any and all profits attributable to and other distributions, including but not limited to dividends, from time to time falling due in respect thereof, and the rights in respect thereof as well as the proceeds arising from the sale or other disposal thereof do not in any manner belong to the Trustee, but are subject to the order and control of the Beneficial Owner, his heirs, executors, administrators, successors and assigns.

3 **Dealing With Trust Property.** The Trustee agrees not to sell, transfer, mortgage, pledge or in any way deal with the Lands other than in the ordinary course of business, without the express written instructions of the Beneficial Owner.

4 **Bare Trust.** The Trustee and Beneficial Owner agree that other than as expressly stated in this Trust Agreement that the Trustee shall not do any act or thing without the express written authorization and direction from the Beneficial Owner and shall upon written authorization and direction from the

Beneficial Owner execute and deliver all such instruments including without limitation all transfers and assignments of the Lands when and as often as the Beneficial Owner may direct.

5 Voting. The Trustee agrees to vote the Lands on behalf of the Beneficial Owner and only in such manner as the Beneficial Owner shall request.

6 Disclosure. The Trustee agrees not to disclose the identity of the Beneficial Owner to any person without the prior express written consent of the Beneficial Owner or under the force of Laws of Canada or any Province thereof or pursuant to an order made by a court of competent jurisdiction.

7 Liabilities on Account of Beneficial Owner. The Beneficial Owner acknowledges that the Beneficial Owner shall be responsible for all expenses, losses, charges, encumbrances and liabilities in connection with the Lands to the extent of its share subject to the provisions of paragraph 1.

8 Trustee Indemnification. The Beneficial Owner acknowledges that he has requested the Trustee to hold the property in trust for the Beneficial Owner as provided above and the Beneficial Owner hereby agrees to indemnify and save harmless the Trustee against all liabilities of the Trustee that arise by reason of the Trustee being the registered holder of the Lands held in Trust by him to the extent the same are so held by the Trustee.

9 Notice. Any notice, communication, payment or demand required or permitted to be given or made hereunder (hereinafter a "Notice") shall be sufficiently given or made for all purposes if delivered personally to the party or to an officer of the party to whom the same is directed or if sent by ordinary first class mail within Canada, postage prepaid or if transmitted by telecommunications facility, at the addresses as set forth below, namely:

if to the Trustee: 1107 Falconridge Drive NE,
Calgary, Alberta T3J 3H4

if to the Beneficial Owner: as per Schedule "A"

or at such other address as may be given by such person to the other parties hereto in writing from time to time. If any party bound hereby or any permitted transferee of Units hereunder shall not have given the parties hereto notice setting forth an address for the giving of Notices, the Notice for such person shall be deemed to have been properly given if given in accordance with the terms hereof as if given to the transferor(s) of such Units.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if sent by registered mailed, 96 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 96 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

10. Each party has read this Agreement and understands the contents thereof. Each person executing this Agreement on behalf of a corporation is empowered to do so and thereby binds such corporation.

11. This Agreement may be executed by the parties in one or more counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. Facsimile signatures have the same force and effect as original ink signatures.

12. This Agreement shall enure to the benefit of and be binding upon the parties, their respective officers, employees, directors, heirs, executors, administrators, personal legal representatives, successors and assigns.

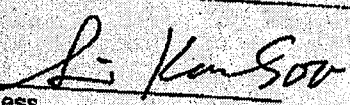
IN WITNESS WHEREOF the parties have duly executed this Trust Agreement this day of May, 2007.

SIGNED, SEALED AND DELIVERED <i>[Signature]</i> _____ Witness	1305402 ALBERTA INC. Per: <i>[Signature]</i> President
 <i>[Signature]</i> _____ Witness	0774238 B.C. LTD. Per: <i>[Signature]</i> Authorized Signing Officer
 <i>[Signature]</i> _____ Witness	D & C ATLANTIC INVESTMENTS INC. Per: <i>[Signature]</i> Authorized Signing Officer
 <i>[Signature]</i> _____ Witness	A & C PACIFIC ENTERPRISES INC. Per: <i>[Signature]</i> Authorized Signing Officer
 <i>[Signature]</i> _____ Witness	THE UNITED TEEMING DEVELOPMENT CO. LTD. Per: <i>[Signature]</i> Authorized Signing Officer

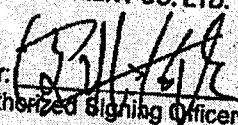
Witness _____

INNET ENTERPRISES INC.

Per. 
Authorized Signing Officer


Witness

HUNG YIP INTERNATIONAL
DEVELOPMENT CO. LTD.

Per. 
Authorized Signing Officer

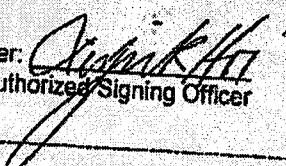
Witness _____

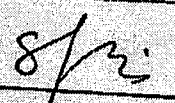
AUGUSTAN ENTERPRISES LTD.

Per. 
Authorized Signing Officer

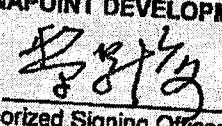
Witness _____

FIRELAND DEVELOPMENT LTD.

Per. 
Authorized Signing Officer



Witness

CANAPOINT DEVELOPMENT INC.

Per. 
Authorized Signing Officer

Witness _____

0792065 B.C. LTD.

Per. 
Authorized Signing Officer

Witness

ZHANDA INVESTMENT LTD. Witness 

Per. 
Authorized Signing Officer

Witness



D N P ENTERPRISES LTD.

Per. 
Authorized Signing Officer

Witness

SAM MYUNG ENTERPRISES LTD.

Per. 
Authorized Signing Officer

Witness

SOON ENTERPRISES LTD.

Per. 
Authorized Signing Officer

Witness

SANMEI ENTERPRISES LTD.

Per. 
Authorized Signing Officer

Witness

CANADA AND AMERICA ENTERPRISES LTD.

8/2

Per: *[Signature]*
Authorized Signing Officer

Li Kangsoo
Witness

YE ZHAN ENTERPRISES CORP.

Per: *[Signature]*
Authorized Signing Officer

Siu Mi Wang
Witness

0752868 B.C. LTD.

Per: *8/2*
Authorized Signing Officer

Sin Kon Soo
Witness

DYMI INVESTMENTS LTD.

Per. MY KIU KAP
Authorized Signing Officer

Joint Venture Agreement

THIS AGREEMENT made the day of May, 2007

BETWEEN:

1305402 ALBERTA INC.

a valid and subsisting Corporation Formed pursuant to the Laws of Alberta And having an office in the City of Calgary in the Province of Alberta

(the "Nominee Corporation") -AND

0774238 B.C. LTD. a valid and subsisting Corporation And having an office in the City of Surrey in the Province of British Columbia as to a **10/153.48th** share in the Lands;

- and -

DYMI INVESTMENTS LTD. a valid and subsisting Corporation And having an office in the City of Burnaby in the Province of British Columbia as to a **20/153.48th** share in the Lands;

- and -

D & C ATLANTIC INVESTMENT INC. a valid and subsisting Corporation And having an office in the City of Calgary in the Province of Alberta as to a **7.48/153.48th** share in the Lands;

- and -

A & C PACIFIC ENTERPRISES INC. a valid and subsisting Corporation And having an office in the City of Calgary in the Province of Alberta as to a **10/153.48th** share in the Lands;

- and -

THE UNITED TEEMING DEVELOPMENT CO. LTD. a valid and subsisting Corporation And having an office in the City of Vancouver in the Province of British Columbia as to a **10/153.48th** share in the Lands;

- and -

INNET ENTERPRISES INC. a valid and subsisting Corporation And having an office in the City of Vancouver in the Province of British Columbia as to a 10/153.48th share in the Lands;

- and -

HUNG YIP INTERNATIONAL DEVELOPMENT CO. LTD. a valid and subsisting Corporation And having an office in the City of Richmond in the Province of British Columbia as to a 10/153.48th share in the Lands;

- and -

AUGUSTAN ENTERPRISES LTD. a valid and subsisting Corporation And having an office in the City of Richmond in the Province of British Columbia as to a 10/153.48th share in the Lands;

- and -

FIRELAND DEVELOPMENT LTD. a valid and subsisting Corporation And having an office in the City of Richmond in the Province of British Columbia as to a 6/153.48th share in the Lands;

- and -

CANAPOINT DEVELOPMENT INC. a valid and subsisting Corporation And having an office in the City of Burnaby in the Province of British Columbia as to a 5/153.48th share in the Lands;

- and -

0792065 B.C. LTD. a valid and subsisting Corporation And having an office in the City of Vancouver in the Province of British Columbia as to a 5/153.48th share in the Lands;

- and -

ZHANDA INVESTMENT LTD. a valid and subsisting Corporation And having an office in the City of Burnaby in the Province of British Columbia as to a 5/153.48th share in the Lands;

- and -

D N P ENTERPRISES LTD. a valid and subsisting Corporation And

having an office in the City of Vancouver in the Province of British Columbia as to a 5/153.48th share in the Lands;

- and -

SAM MYUNG ENTERPRISES LTD. a valid and subsisting Corporation And having an office in the City of Coquitlam in the Province of British Columbia as to a 5/153.48th share in the Lands;

- and -

SOON ENTERPRISES LTD. a valid and subsisting Corporation And having an office in the City of Coquitlam in the Province of British Columbia as to a 5/153.48th share in the Lands;

- and -

SANMEI ENTERPRISES LTD. a valid and subsisting Corporation And having an office in the City of Coquitlam in the Province of British Columbia as to a 5/153.48th share in the Lands;

- and -

CANADA AND AMERICA ENTERPRISES LTD. a valid and subsisting Corporation And having an office in the City of Vancouver in the Province of British Columbia as to a 10/153.48th share in the Lands;

- and -

YE ZHAN ENTERPRISES CORP. a valid and subsisting Corporation And having an office in the City of Vancouver in the Province of British Columbia as to a 5/153.48th share in the Lands;

- and -

0752868 B.C. LTD. a valid and subsisting Corporation And having an office in the City of Vancouver in the Province of British Columbia as to a 10/153.48th share in the Lands;

1. Interpretation

(1) "Joint Venture" means the joint venture created by this agreement; "Joint Venturers" means all of the parties to this agreement except the Nominee Corporation; "Joint Venturer" means any one of the parties to this agreement except the Nominee Corporation.

(3) "Lands" mean that parcel of Land (short legal) described as West of Meridian 4, Range 27, Township 23, Section 32, South West Quarter being 153.48 acres more or less; "Project" means the development, planning and rezoning [if so] of the Lands for a residential or commercial Subdivision and the construction, marketing, sale or leasing [or as the case may be] of lots or buildings on it.

(4) "Major Decision" means a decision to be made by the Joint Venturers with respect to the following:

- (a) Sale of the whole or any portion of the Lands;
- (b) Mortgage of the Property; and
- (c) Any application to develop the property.

(5) "Proportionate Share" means with respect to each Joint Venturer its undivided interest in the Lands and in the Joint Venture, expressed as a fraction/percentage. Each Joint Venturer owns the fraction/percentage as described above.

2. Background

(1) The Joint Venturers are the beneficial owners of the Lands each as to an undivided interest and have caused the Nominee Corporation to become the registered owner of the Lands as their nominee and have agreed to enter into this agreement.

(2) The Joint Venturers acknowledge that a joint venture exists with respect to the Lands effective immediately.

(3) No partnership is created by this agreement. Nothing contained in this agreement shall or shall be deemed to constitute the Joint Venturers as partners nor as agent of the other nor any other relationship whereby either could be held liable for any act or omission of the other. Neither Joint Venturer shall have any authority to act for the other or to incur any obligation on behalf of the other or of the Joint Venture save as specifically provided by this agreement. Each Joint Venturer covenants to indemnify the other from all claims, losses, costs, charges, fees, expenses, damages, obligations and responsibilities incurred by a Joint Venturer by reason of any action or omission of the other outside the scope of the authority specifically provided by this agreement.

(4) Except as provided in this agreement each Joint Venturer may independently engage in any business endeavour whether or not competitive with the objects of the Joint Venture, without consulting the other Joint Venturer and without in any way being accountable to the Joint Venture.

(5) The Joint Venture shall be carried on under the name or names as the Joint Venturers shall agree.

(6) The purpose of the Joint Venture is to own the Lands and to develop and market the

Project.

(7) The Joint Venturers shall be responsible for the liabilities and obligations of the Joint Venture in accordance with their respective Proportionate Shares, save that any liability or obligation incurred by one Joint Venturer without the written consent of the other or as otherwise provided in this agreement shall be the sole liability or obligation of the Joint Venturer incurring the same, without any right to contribution from or indemnity by the other Joint Venturer.

(8) Expenses payable or paid, and losses, costs, damages and liabilities incurred by the Joint Venture shall be:

- (a) first, paid from receipts of the Joint Venture;
- (b) secondly, paid by each Joint Venturer in the same proportion as its Proportionate Share.

(9) If either Joint Venturer with the consent of the other Joint Venturer becomes liable, indebted or a guarantor for moneys borrowed or other obligations incurred by the Joint Venture, the other Joint Venturer shall indemnify the first Joint Venturer to the extent of the Proportionate Share of the other Joint Venturer.

The Joint Venturers shall indemnify the Nominee Corporation from and against all liabilities relating to the ownership of the Lands by the Nominee Corporation.

The Nominee Corporation acknowledges that it holds title to the Lands as bare trustee and nominee for and on behalf of the Joint Venturers each as to its Proportionate Share.

(10) The Joint Venturers shall be responsible for obtaining financing for the Joint Venture for the Project, including interim, bridge and permanent financing, consistent with sound business judgment and with loan rate, terms and conditions prevailing. Any financing shall minimize to the extent possible direct contributions by the Joint Venturers. Acceptance by the Joint Venture of any financing shall be a Major Decision.

Any financing shall, wherever possible, be on the basis of several, not joint, liability so that each Joint Venturer shall be liable only to the extent of its Proportionate Share. In the case of joint and several liability, the Joint Venturers, as between themselves, shall only be liable in the same ratio as their respective Proportionate Shares and each shall be indemnified by the other for any amount exceeding its Proportionate Share.

(11) When funds are required to meet obligations of the Joint Venture and cannot be obtained in any other manner satisfactory to the Joint Venturers, each Joint Venturer shall advance its Proportionate Share of the funds required to the Joint Venture so that obligations may be paid as they fall due. Any advance shall be without interest and failure to make the advance shall constitute an event of default under this agreement.

(12) Neither Joint Venturer shall encumber the Lands or the Project without the consent of the other, with the exception of floating charge provisions in a debenture and of a general assignment of book debts. Each Joint Venturer shall ensure that no lien against the Lands or the Project may be claimed by the Province of Alberta for failure to file returns or to pay corporation taxes or penalties.

(13) In managing the Joint Venture:

- (a) A Major Decision shall be made by a majority vote of the Joint Venturers consisting of not less than 60% of the total shareholders/interest. The Joint Venturer hereby elect and retain the services of Debbie Wong and Siu Kon Soo to manage the project. The Joint Venturers hereby agree and confirms that all other management decisions shall be made by Debbie Wong and Siu Kon Soo.**
- (b) Meetings of the management committee may be held in person or by conference telephone call on not less than three days' written notice given by any member of the management committee to the other members delivered personally or by facsimile transmission. A quorum shall be not less than three members present in person or by conference telephone call.**
- (c) Members of the management committee present at a meeting shall appoint a chairperson, who need not be the same member for all meetings; the chairperson shall not have a casting vote in addition to its single vote as a member.**

(14) Rezoning, planning, management and supervisory services.

(15) Buy/sell provisions. If the Joint Venturers cannot agree on a Major Decision for any reason or at any time, any of the Joint Venturer may invoke the following buy/sell provisions:

- (a) One Joint Venturer may give written notice, delivered personally to the others, requiring the other Joint Venturer to sell all its interest in the Joint Venture, Lands and Project to the Joint Venturer giving the written notice at a price specified in this agreement, which shall be equal to the Proportionate Share of the Joint Venturer to whom written notice is given, or requiring the other Joint Venturer to purchase all of the interest in the Joint Venture, Lands and Project of the Joint Venturer giving the written notice at a price specified in this agreement which shall be equal to the Proportionate Share of the Joint Venturer giving the written notice.**
- (b) Within 20 days of receipt of the written notice, the Joint Venturer to whom it is given must either accept the offer to purchase its interest or accept the offer to acquire the interest of the other Joint Venturer by written acceptance delivered personally to the other Joint Venturer. Failure to deliver any written acceptance within the time limited shall be deemed to be an acceptance by the Joint Venturer to whom the written notice was given of the offer to purchase its interest by the other Joint Venturer.**
- (c) Completion of the transaction of sale and purchase constituted by the written notice and written acceptance, or deemed acceptance referred to above shall take place on the 30 days next following the date of the written or deemed acceptance.**
- (d) Specify documents to be delivered on completion, and any adjustments to be made in the specified price. For example, there could be adjustments between the Joint Venturers for Loans, Proportionate Share of encumbrances to be assumed, etc.**

(e) On completion, satisfactory arrangements shall be made for the cancellation or return of any guarantee, covenant or security given by the Joint Venturer who is selling its interest to secure any obligation of the Joint Venture.

(f) Until completion, neither Joint Venturer shall do or cause or permit to be done anything out of the ordinary course of business of the Joint Venture.

(16) *Right of first refusal.* If a Joint Venturer receives a bona fide arm's length offer from an independent third party to purchase the interest of the Joint Venturer in the Lands and accepts the offer conditional on and subject to compliance with the provisions of this paragraph, it shall immediately notify the other Joint Venturers in writing, accompanied by a true copy of the offer delivered personally. Within 10 days of the receipt of it, the other Joint Venturers may, by written notice to the first Joint Venturer delivered personally, either inform the first Joint Venturer that it is free to remove the condition and complete the transaction of sale and purchase with the independent third party or elect itself to purchase the interest of the first Joint Venturer in the Lands at the identical price and in all respects on the same terms contained in the offer and with the election there shall be constituted an Agreement of Purchase and Sale between the Joint Venturers.

(17) *Distribution of funds.* When surplus funds from receipts of the Joint Venture are available which are not required for the normal operation of the Joint Venture they shall be applied in the following order:

- (a) first, to pay any expenses or charges due in respect of the Lands;
- (b) secondly, to repay any advances made to the Joint Venture by the Joint Venturers;
- (c) thirdly, to distribute any balance remaining between the Joint Venturers in accordance with their Proportionate Shares.

(18) None of the Joint Venturers shall sell, transfer, assign, pledge, hypothecate, mortgage, or in any other manner encumber its interest in the Lands, the Project or the Joint Venture except as specifically provided in this agreement without the written consent of the other. Notwithstanding the foregoing, each Joint Venturer may pledge or hypothecate its interest in the Joint Venture to a Canadian chartered bank or registered trust company as security for loans, provided that where a fixed charge or security interest is given, the Lender shall acknowledge and agree to be bound by the provisions of this agreement in the event of realization of its security.

(19) *Events of bankruptcy.* An event of bankruptcy shall mean the occurrence of any of the following:

- (a) If any of the Joint Venturers shall make an assignment in bankruptcy for the benefit of creditors or shall be adjudicated bankrupt or insolvent, or shall file a proposal or seek any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the *Bankruptcy Act, R.S.C. 1985, c. B-3*, or any other present or future applicable federal or provincial statute relative to bankruptcy, insolvency, or other relief for debtors, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver, receiver and manager or liquidator of all or any substantial part of the Joint Venturer's properties or interest in the revenue and assets of the Joint Venture.

(b) If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Joint Venturer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief *under the Bankruptcy Act or any other present or future applicable federal or provincial statute relating to bankruptcy, insolvency or other relief for debtors*, and the Joint Venturer shall acquiesce in the entry of the order, judgment or decree which shall remain unvacated and unstayed for an aggregate of [sixty] days, whether or not consecutive, from the date of entry of it, or any trustee, receiver, receiver and manager or liquidator of all or any substantial part of the Joint Venturer's interest in the revenue and assets of the Joint Venture shall be appointed without the consent or acquiescence of the Joint Venturer and the appointment shall remain unvacated and unstayed for an aggregate of [sixty] days, whether or not consecutive.

(c) If the Joint Venturer shall admit in writing its inability to pay its debts as they mature and fall due or shall otherwise commit an act of bankruptcy as defined in the *Bankruptcy Act*.

(d) If the Joint Venturer shall give notice to any governmental body of insolvency or pending insolvency or suspension of operation.

(20) In the event of the occurrence of an event of bankruptcy by a Joint Venturer, the other Joint Venturer may, by written notice delivered personally, elect to purchase the interest of the first Joint Venturer in the Lands, Project and Joint Venture at a price equal to the fair market value as at the date of the occurrence of any event of bankruptcy, determined by appraisal. The transaction shall be completed no later than the 30 days next following the date of delivery of the written notice.

(21) If a Joint Venturer fails to advance moneys to the Joint Venture, as required by this agreement, or encumbers the Lands, save as expressly permitted, or fails to remove a lien from the Lands or otherwise be in default under this agreement, the same shall constitute default. The Joint Venturer not in default shall, by written notice delivered personally to the other Joint Venturer, specify details of default and require that it [they] be cured within 30 days next following the date of delivery of the written notice.

The Joint Venturer(s) not in default shall, if the event or events of default are not cured within the time limited, have the option to purchase all of the interest of the Joint Venturer in default in the Lands, Project and Joint Venture at a price equal to the fair market value as at the date of delivery of the written notice which price, failing agreement between the Joint Venturers, shall be determined by appraisal.

The option of the Joint Venturer not in default may be exercised by written notice delivered personally to the other Joint Venturer within 15 days of the expiration of the period limited to cure the event or events of default and the transaction of sale and purchase shall be completed within 30 days thereafter.

If the Joint Venturer not in default does not exercise its option to purchase, the representatives of the Joint Venturer in default while they may continue to attend meetings of the management committee shall not be entitled to vote and the quorum for any meeting shall be

reduced to two until the Joint Venturer in default has cured the event or events of default.

(22) *Appraisal.* Where any matter is to be determined under this agreement by appraisal, either Joint Venturer may by written notice to the other appoint an appraiser. The other Joint Venturer may by written notice given to the first Joint Venturer within ten days following appointment of the first appraiser appoint a second appraiser. If no second appraiser is appointed within the [ten] day period, the first appraiser shall be the sole appraiser. Within five days following appointment of the second appraiser the first appraiser and second appraiser shall by written notice to the Joint Venturers appoint a third appraiser, failing which either Joint Venturer may on not less than [five] days' written notice to the other Joint Venturer apply to a judge of the Supreme Court of Ontario for appointment of the third appraiser.

Each appraiser shall be a disinterested person of recognized competence who is a member in good standing of the Appraisal Institute of Canada and has been a member for a period of not less than five years. Each appraiser shall proceed with his appraisal independently of the other appraisers.

Each appraiser shall have access to all books of account, records, vouchers, cheques, papers and documents of each of the Joint Venturers which may relate to the Lands. Each Joint Venturer shall co-operate with each appraiser for the purpose and provide to all appraisers all information and documents requested by any one of them. In the determination of an appraisal, each appraiser shall have regard to all relevant considerations including historic and potential performance and shall make all proper and necessary allowances for contingent or other liabilities, but shall make no allowance for goodwill. Each appraiser shall have the right to retain the experts as he may deem necessary to assist him in making his appraisal. Where the subject of an appraisal is the value of a Joint Venturer's interest in the Lands, each appraiser shall first determine the fair market value of the whole Lands.

In case of failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his stead in the same manner as provided for the appointment of the appraiser so failing, refusing or unable to act. Within [forty-five] days after the appointment of the third appraiser, each appraiser shall give written notice to the Joint Venturers, signed by him, of the amount of the fair market value of the Lands. Any appraisal, the amount of which differs by more than 5% from the amount of that appraisal which is neither the highest nor lowest in amount shall be disregarded and the average of the amounts of the remaining appraisals, or the amount of the remaining appraisal, if two of the appraisals are to be disregarded, shall be deemed the appraised value. The fair market value of the Joint Venturer's interest in the Lands shall be equal to the fair market value of the Lands as determined, multiplied by the proportion that the Joint Venturer's interest is of the entire Lands.

The fair market value determined in the foregoing manner shall be conclusive on the Joint Venturers and judgment on them may be entered in any court having jurisdiction. The costs and expenses of the appraisals, including the fees of the appraiser or appraisers, shall be borne by the Joint Venturer in respect of whom an event of bankruptcy or of default has occurred.

(23) On completion of any sale required under this agreement of the interest of a Joint Venturer, it shall retire from the Joint Venture, its representatives shall resign from the Management Committee and it shall sell its shares in the Nominee Corporation to the other Joint Venturer for nominal consideration.

(24) The head office of the Joint Venture shall be at Calgary, Alberta

(25) The bank of the Joint Venture shall be _____ All cheques, bills, notes, drafts, or other instruments made of accepted by the Joint Venture, and all contracts of any nature by the Joint Venture shall be signed by the President and at least two of the Directors of the Nominee Corporation. Proper books of accounts shall be kept by the Joint Venture and each Joint Venture shall have access to it at all reasonable times. The auditor of the Joint Venture shall be _____ and its accounting period shall be on an annual basis, each annual period ending on _____

(26) The Joint Venture and the Nominee Corporation covenant for further assurances.

(27) Each provision of this agreement is intended to be severable and if any provision is found to be illegal, invalid or unenforceable, the finding shall not affect the validity of the other provisions.

(28) The rights and remedies provided by this agreement are cumulative, are given in addition to any other rights and remedies available by law, statute, ordinance, in equity or otherwise and the use of any one right or remedy shall not preclude the use of others

(29) None of the Joint Venture shall have the right to partition the Lands or the Project or to institute an action or claim for partition.

(30) Any notice required or permitted under this agreement shall be in writing. Unless a particular provision of this agreement requires delivery in a specified manner, any notice shall be given by prepaid mail, or delivered personally or by facsimile transmission.

(31) Where given by prepaid mail, any notice shall be deemed to have been given on the third postal delivery day next following mailing. During any period of disruption or postal service, notices shall be delivered personally or by facsimile transmission.

(32) This agreement shall be governed by the laws of the Province of Alberta and shall enure to the benefit of and be binding on the parties to it and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have duly executed this Agreement this _____ day of _____, 2007.

SIGNED,
SEALED AND DELIEVERED

Witness

Witness

1305402 ALBERTA INC.

Per: Sim Kon Soo
President

0774238 B.C. LTD.

Per: Sim Kon Soo
Authorized Signing Officer

Witness

8/12

D & C ATLANTIC INVESTMENT INC.

Per: *Lin Ming*
Authorized Signing Officer

Witness

Lo Kung

DYMI INVESTMENTS INC.

Per: *dykiu*
Authorized Signing Officer

Witness

8/12

A & C PACIFIC ENTERPRISES INC.

Per: *Ang*
Authorized Signing Officer

Witness

8/12

THE UNITED TEAMING DEVELOPMENT CO. LTD.

Per: *[Signature]*
Authorized Signing Officer

Witness

INNET ENTERPRISES INC.

Per: *[Signature]*
Authorized Signing Officer

Witness

Lo Kung

HUNG YIP INTERNATIONAL DEVELOPMENT CO. LTD.

Per: *[Signature]*
Authorized Signing Officer

Witness _____

AUGUSTAN ENTERPRISES LTD.

Per: 刘荣光
Authorized Signing Officer

Witness _____

FIRELAND DEVELOPMENT LTD.

Per: [Signature]
Authorized Signing Officer

Witness 李

CANAPOINT DEVELOPMENT INC.

Per: [Signature]
Authorized Signing Officer

Witness 李

0792065 B.C. LTD.

Per: [Signature]
Authorized Signing Officer

Witness _____

ZHANDA INVESTMENT LTD. Witness SK

Per: [Signature]
Authorized Signing Officer

Witness 李

D N P ENTERPRISES LTD.

Per: [Signature]
Authorized Signing Officer

Witness _____

SAM MYUNG ENTERPRISES LTD.

Per: Yong S. Kim
Authorized Signing Officer

Witness _____

SOON ENTERPRISES LTD.

Per: 金永順
Authorized Signing Officer

Witness _____

SANMEI ENTERPRISES LTD.

Per: Hmsid
Authorized Signing Officer

Witness 8/25

CANADA AND AMERICA ENTERPRISES LTD.

Per: [Signature]
Authorized Signing Officer

Witness Lo Kon Goo

YE ZHAN ENTERPRISES CORP.

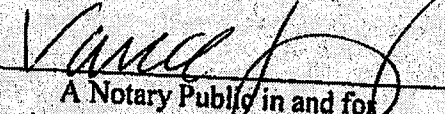
Per: [Signature]
Authorized Signing Officer

Witness Siu Siu Woy

0752868 B.C. LTD.

Per: 8/25
Authorized Signing Officer

This is **Exhibit 2**
to the Affidavit of **Kwok Kie Soo**
Sworn before me this 11th
day of ~~March~~ ^{May}, 2018

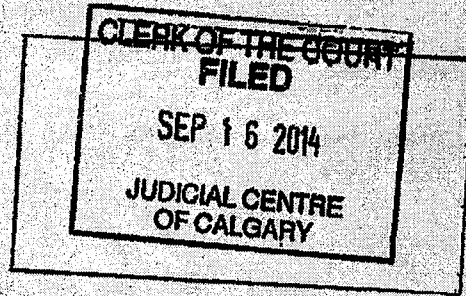

A Notary Public in and for
the Province of British Columbia

VANCE C. HOY
Barrister, Solicitor, Notary
#720-999 West Broadway
Vancouver, B.C., V5Z 1K5
Phone: 604-683-5607

I hereby certify this to be a true copy of
the original Order
dated this 16 day of Sept 2014

for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER:	1301-11183
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	BANK COMMUNICATIONS LTD.
DEFENDANT	1305402 ALBERTA INC.

DOCUMENT CONSENT ORDER FOR FORECLOSURE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

HENDRIX LAW
Barristers & Solicitors
#500, 707 - 7th Avenue SW
Calgary, Alberta
T2P 3H6

(Denise M. Hendrix)
(403) 265-9400
Box 42 - 6N
Our File No. 36759/LL

DATE ON WHICH ORDER WAS
PRONOUNCED:

September 10, 2014

LOCATION WHERE ORDER WAS PRONOUNCED: At the Calgary, Courts Centre, Alberta.

NAME OF MASTER WHO MADE THIS ORDER: A. Robertson

Upon the application of the Plaintiff;

And upon hearing counsel for the Plaintiff; And upon

_____ no one appearing for the Defendant(s)

_____ hearing from the Defendant(s)

X Consenting from counsel for the Defendant(s)

IT IS HEREBY ORDERED THAT:

1. In this Order the mortgaged lands are the following:
 MERIDIAN 4 RANGE 27 TOWNSHIP 23
 SECTION 32
 QUARTER SW
 CONTAINING 54.7 HECTARES (160 ACRES) MORE OR LESS
 EXCEPTING THEREOUT:

LESS	HECTARES (ACRES) MORE OR
A) PLAN 9211808	DESCRIPTION 2.64 (6.32)

EXCEPTING THEREOUT ALL MINES AND MINERALS
 and municipally located in Rockyview County

2. The Defendant stand absolutely debarred and foreclosed of and from all their estate, right, title, interest and equity of redemption in the mortgaged lands.
3. The mortgaged lands be and the same are hereby vested in the Plaintiff, for all the estate, right, title, interest and equity of redemption of the Defendant therein and thereto.
4. Any interest in the mortgaged lands of the Defendant or anyone claiming through the Defendant or any other subordinate encumbrancer is hereby extinguished.
5. The Registrar of Land Titles shall cancel the existing Certificate of Title to the mortgaged lands and issue a new Certificate of Title in the name of the Plaintiff Bank Communications Ltd. of 1277 West King Edward Avenue, Vancouver, British Columbia V6H 1Z8 (or such other transferee as directed by the Plaintiff's counsel in correspondence sent to the Registrar of Land Titles at the time this order is submitted for registration) free and clear from the Plaintiff's mortgage Registration #091 158 630 and all subsequent encumbrances, but subject to:

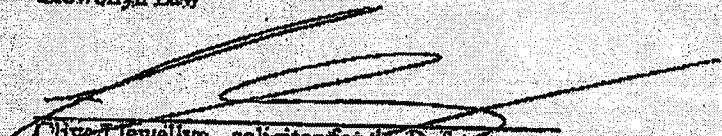
3863LM	25/07/1972	Utility Right of Way
921 233 606	21/09/1992	Caveat
981 126 096	04/05/1998	Utility Right of Way.
6. If the mortgaged lands are or become vacant then the Plaintiff is entitled to immediate possession. If the mortgaged lands are not vacant then the Defendant,

any tenants, and any other occupants, shall deliver up to the Plaintiff vacant possession of the mortgaged lands thirty days after service of this Order upon them. Service of this Order may be made on the Occupants by posting same on the main entrance door to the mortgaged lands. A Civil Enforcement Agency has authority, thirty days after service of this Order has been effected, to evict any occupant of the mortgaged lands.

- 7. The Registrar of Land Titles shall comply with this Order forthwith notwithstanding Section 191(1) of the *Land Titles Act*.
- 8. The Defendant, 1305402 ALBERTA INC, shall be served with a copy of this Order by email *v/a* Clive Llewellyn at *cllewellyn@llewellynlp.com*. The subsequent encoignbrancers shall be served with a copy of this Order by ordinary mail at the address set out on the Certificate of Title.
- 9. The requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a), is hereby waived.


MASTER IN CHAMBERS

Consented to this 5th day of September, 2014
Per:
Llewellyn Law


Clive Llewellyn - solicitor for the Defendant

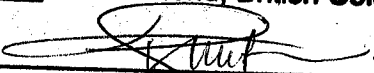


COURT FILE NUMBER 1801-07295
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 APPLICANT 1305402 Alberta Inc.

RESPONDENTS

This is Exhibit " 2 " to the Affidavit of
Thomas Lee
 sworn on the 19th day of November
20 20 at Richmond, British Columbia

0774238 B.C. Ltd., DYMI Investments Ltd., D & C
 Atlantic Investment Inc., A & C Pacific Enterprises Inc.,
 The United Teeming Development Co. Ltd., Innet
 Enterprises Inc., Hung Yip International Development Co
 Ltd., Augustan Enterprises Ltd., Fireland Development
 Ltd., Canapoint Development Inc., 0792065 B.C. Ltd.,
 DNP Enterprises Ltd., Sam Myung Enterprises Ltd., Soon
 Enterprises Ltd., Sanmei Enterprises Ltd., Canada and
 America Enterprises Ltd., Ye Zhan Enterprises Corp.,
 0752868 B.C. Ltd. and Zhanda Investment Ltd.


 A Commissioner for taking Affidavits in
 and for the Province of British Columbia
 Wing Yan Tsui (2 pages)
 Notary Public
 #208 - 4751 Garden City Road
 Richmond BC V6X 3M7

ORDER

ADDRESS FOR SERVICE
 AND CONTACT
 INFORMATION OF
 PARTY FILING THIS
 DOCUMENT

Brad J. Findlater
 James McCall Panunto - Barristers
 300, 444 - 5 Avenue S.W.
 Calgary, Alberta T2P 2T8
 TEL: 403.817.3014/ FAX: 403.221.8339
 Email: bfindlater@jmp-legal.com
 File No. 6230

I hereby certify this to be a true copy of
 the original Only
 Dated this 5 day of July 2018
Abau
 for Clerk of the Court

Box 6

DATE ON WHICH ORDER WAS PRONOUNCED: 3 July 2018
 LOCATION ORDER WAS GRANTED: Calgary, AB
 NAME OF MASTER WHO MADE THIS ORDER: Master J.B Hanebury, Q.C.

UPON the application of the Applicant, 1305402 Alberta Inc.; AND UPON reading the Affidavit of Kwok Kie Soo; AND UPON reviewing the Affidavit of Angeline Gagnon sworn 28 June 2018, to be filed, and being satisfied that service on the Respondents is in order; IT IS HEREBY ORDERED AS FOLLOWS:

1. The Applicant, 1305402 Alberta Ltd., through its counsel shall pay into Court the sale proceeds from the sale of the property (the "Sale Proceeds") legally described as:

MERIDIAN 4 RANGE 27 TOWNSHIP 23
 SECTION 32
 QUARTER SW
 CONTAINING 64.7 HECTARES(160 ACRES) MORE OR LESS
 EXCEPTING THEREOUT:
 HECTARES (ACRES) MORE OR LESS

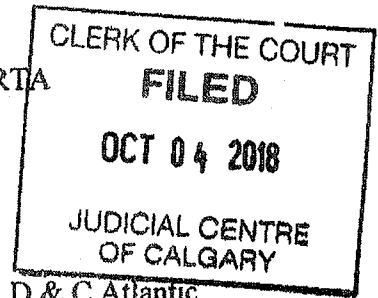
A) PLAN 9211808 DESCRIPTIVE 2.64 (6.52)
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Property")

2. The Applicant is entitled to be paid from the Sale Proceeds, its reasonable legal fees and disbursements incurred as a result of bringing this application. Any interested party may apply to tax those accounts within 60 days after service of the documents in 3(a)(ii).
3. The Applicant shall do the following:
 - a. Serve on the Respondents:
 - i. A copy of this Order and further ^{and service} documents in this Action, including those referred to in 3(a)(ii) and (iii), may be effected via registered mail to the registered office of each of the Respondents, or where service on the registered office is ineffective, to the addresses of all directors for the Respondents by ordinary mail, or on its counsel;
 - ii. An Affidavit setting out an accounting of the Sale Proceeds being deposited, including the legal fees and disbursements charged and a copy of the legal bills;
 - iii. A Form 50 (Money Paid Into Court) filed with the Clerk of the Court evidencing the deposit of the Sale Proceeds in accordance with this Order.
 - b. Serve a copy of this Order and the filed Form 50 on any creditors of the Applicant that are registered at the Personal Property Registry.
4. The Sale Proceeds shall be held in an interest-bearing account by the Clerk of Court, pending further Order of this Court.
5. Any of the Respondents or other interested parties may apply to this Court to have a portion of the Sale Proceeds released to it. Any such application shall be made on notice to all the Respondents.


Master of the Court of Queen's Bench of Alberta

COURT FILE NUMBER 1801-07295
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 APPLICANT 1305402 ALBERTA INC.
 RESPONDENTS



0774238 B.C. Ltd., DYMI Investments Ltd., D & C Atlantic Investment Inc., A & C Pacific Enterprises Inc., The United Teeming Development Co. Ltd., Innet Enterprises Inc., Hung Yip International Development Co Ltd., Augustan Enterprises Ltd., Fireland Development Ltd., Canapoint Development Inc., 0792065 B.C. Ltd., DNP Enterprises Ltd., Sam Myung Enterprises Ltd., Soon Enterprises Ltd., Sanmei Enterprises Ltd., Canada and America Enterprises Ltd., Ye Zhan Enterprises Corp., 0752868 B.C. Ltd. and Zhanda Investment Ltd.

DOCUMENT MONEY PAID INTO COURT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY MAKING THIS OFFER

Brad J. Findlater
 James McCall Panunto
 300-444, 5th Avenue S.W.
 Calgary, AB T2P 2T8
 Telephone: (403) 817.3014
 Facsimile: (403) 221.8339
 Lawyer File Number: 6230

This is Exhibit " 3 " to the Affidavit of
Thomas Lee
 sworn on the 19th day of November
20 20 at Richmond, British Columbia

(1 page)
 A Commissioner for taking Affidavits in
 and for the Province of British Columbia

Wing Yan Tsui

Notary Public

#208 - 4751 Garden City Road
 Richmond BC V6X 3M7

NOTICE TO COURT CLERK

You have received money paid into Court.

Go to the end of this document to see what you must do.

\$281,711.11 is paid into Court, pursuant to the Order of Master Hanebury granted on 3 July 2018, in this matter, to be held in an interest-bearing account.

NOTICE TO COURT CLERK

You must give a receipt for the money paid into Court and, unless otherwise ordered, deposit the money in an account in a bank or treasury branch.