

Court File No. CV-23-00710795-00CL

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

**B E T W E E N:**

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

Applicant

and

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED  
PARTNERSHIP, 1000162801 ONTARIO CORP., AMERICAN  
CORPORATION and 1000199992 ONTARIO CORP.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT, RSC, 1985 C, B-3, AS AMENDED AND SECTION 101 OF THE  
COURTS OF JUSTICE ACT, RSO 1990, C.43, AS AMENDED***

**AFFIDAVIT OF FENGXI FANSEAY WANG  
(sworn April 1, 2024)**

I, Fengxi (Fanseyay) Wang, of the City of Toronto, in the Province of Ontario, **MAKE**

**OATH AND SAY:**

1. I am the sole officer and director of the Respondent, 2011836 Ontario Corp. ("**201 Corp.**"), which is the general partner of Jefferson Properties Limited Partnership ("**JPLP**"), and as such, I have personal knowledge of the matters to which I herein depose. Where the source of my information or belief is other than my own personal knowledge, I have identified the source and the basis for my information and believe it to be true. All references to currency in this Affidavit are references to Canadian dollars unless otherwise indicated.

2. I swore an affidavit on March 2, 2024, in response and opposition to the Receiver's Motion for an order, among other things, increasing the amount of the Receiver's Borrowing Limit from

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\$9.5 million to \$20 million, and approving the Receiver's conduct and activities ("**March Affidavit**").

3. I swear this affidavit to supplement the March Affidavit and provide this Honourable Court with further information regarding the Receiver's lack of direction in managing the development project municipally located at 39, 53, and 67 Jefferson Side Road, Richmond Hill, Ontario (the "**Project**").

4. I firmly believe it is premature for the Receiver to seek an increase to the borrowing limit until it has provided an accurate and reliable budget in support of its request.

5. Since the delivery of the March Affidavit, I am advised by my current counsel, Khaled Gheddai, a lawyer at Friedmans LLP, and verily believe that on March 18, 2024, the parties' lawyers and necessary stakeholders appeared before Justice Black, whereby his Honour required the parties to reconvene for a case conference before him on April 2, 2024. At the time, the lawyer for the Receiver requested their motion be adjourned *sine dine*. This request is yet another attempt to delay further and increase the costs of the Project.

6. Furthermore, and as indicated in the March Affidavit, the Receiver continues to refuse to provide a construction schedule for the Project. In fact, since the appointment of the Receiver over 15 weeks ago, the Project has failed to make any progress, leading to an estimated loss to stakeholders of more than three million dollars, with the loss increasing daily. Even after the parties' appearance before Justice Black to the date of this affidavit, the Project has been delayed for two additional weeks, resulting in financing and Receiver-related fees totalling \$400,000.

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7. In addition to the above, it appears the construction site at the Project continues to remain shut down due to Elevate Construction Management's ("Elevate") allegations of health and safety concerns, despite my response to these issues in paragraph 18 of the March Affidavit.

8. As of the current date, almost all of the major trades and suppliers operating within the Project have informed me that both the Receiver and Elevate have yet to provide them with updates about the construction schedule, including but not limited to providing work schedules and quotas for supplies. I attach and mark as **Exhibit "A"** some correspondence from the tradespeople evidencing this.

9. It is notable that since the appointment of the Receiver, approximately ten construction liens have been registered on the Project due to trades and suppliers' payments not being honoured. It is unclear if further construction liens will be registered on the Project. I understand and verily believe that these liens have remained unsettled since the March Affidavit.

10. Recently, I have been informed by several tradespeople at the Project and verily believe that they suspect the Receiver is in the process of replacing Elevate as the construction manager, which would result in additional delays and costs. Should the Receiver decide to do so, this uncertainty will impede the development of the Project, as the construction manager who is to be replaced will require additional time to reassess the site, which has already been shut down by Elevate for over nine weeks.

11. I note that one of the primary reasons for seeking the appointment of the Receiver was the claim that the previous construction manager appointed by Jefferson Borrowers had resigned, and should they be appointed, they intended to use that same contact manager. Despite this, the Receiver, upon being appointed, terminated the construction manager's contract three weeks before the first scheduled occupancy date.

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12. I also understand that there has been a complete breakdown in trust and mutual respect between the Receiver, Elevate, and the tradespeople operating at the Project, which will lead to total failure of the project. I attach as **Exhibit “B”** an email from Franco Acosta to myself, dated March 27, 2024, who has attended the Project site on multiple occasions.

13. I am also deeply concerned with the Receiver’s lack of communication in updating purchasers about the status of the Project. To date, I have received numerous correspondences from purchasers indicating that they have yet to hear from the Receiver about their updated occupancy dates. Attached hereto and marked as **Exhibit “C”** is a series of correspondences from purchasers. In this regard, I understand that despite providing these purchasers with updated occupancy dates, the Receiver has directed them to seek assistance from Tarion for compensation.

14. I firmly believe that the Receiver’s request to increase the borrowing limit is neither appropriate nor justifiable. I note that the primary reason for the Receiver's appointment was efficiency, to secure the investment, and to complete the project on schedule. This has yet to occur.

15. Contrarily, the delays of the Receiver and Elevate in providing a construction schedule are leading to increased costs and prolonged completion of the Project, thereby affecting stakeholders.

16. I also understand that the Receiver has yet to make payments towards the Tarion fee, despite the funds being approved in the first DIP loan. I attach as **Exhibit “D”** a copy of an email received from Tarion, dated April 1, 2024.

17. For all the foregoing reasons, I propose that the construction company Grove Project Management Inc. (“**Grove**”) replace Elevate to complete the Project effectively and efficiently. I attach as **Exhibit “E”** a letter from Michael Stuart of Grove Project Management Inc. dated March

27, 2024, indicating their plan should they be appointed as the new construction management company. In this regard, Grove states that they can provide a performance bond to complete the construction in nine months at a cost of \$14 million, a significant reduction from the \$20 million sought by the Receiver.

18. I believe that the appointment of a builder like Grove as the construction manager and/or general contractor will align with the overarching goal of protecting all stakeholders' interests and ensuring the Project's successful completion.

19. I do believe the Receiver's actions and conduct in managing the Project are not in any interest of all stakeholders, and the project completely fail. In light of this, I continue to seek refinancing to fully discharge the applicant, Cameron Stephens Mortgage Capital Ltd.'s loan in its entirety. I attach as **Exhibit "F"** a letter of interest from Kennedy Funding dated March 27, 2024 - one of the few lenders I am working with - which will ultimately discharge the loan.

20. I swear this Affidavit to supplement the March Affidavit and for no other or improper purpose.

**SWORN** by Fengxi Fansay Wang of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on April 1, 2024, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
*Khaled Gheddai*  
187A403B2EEF4FC...

Commissioner for Taking Affidavits  
(or as may be)

**KHALED GHEDDAI**

DocuSigned by:  
*Fengxi Fansay Wang*  
14670F1160DF4B2...

**Fengxi Fansay Wang**

# **EXHIBIT A**

THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF FENGXI FANSEAY WANG  
SWORN THIS 1 OF APRIL 2024

A handwritten signature in blue ink, appearing to read 'K. Gheddai', written over a horizontal line.

A Commissioner for taking Affidavits

Khaled Gheddai

## PLUMBER

From: Hamed Ramandi <hamed@idealplumbingdrain.com>  
Subject: Jefferson project  
Date: April 1, 2024 at 1:59:16 PM EDT  
To: fanseyw@grandgracedevelopment.com

Hi Fansey,

For your information, the receiver didn't keep their promise, I am still owed for the work I have done in December. I have no choice but to register lien on the project.

I have not been contacted to schedule works or discussed any price issue. I can not see the reason why the site was suspended completely while everyone was promised to continue working to complete the project as soon as possible.

If there is chance, I would like to work with you to complete the project.

Regards,  
Hamed Ramandi

Ideal Plumbing and Drain

Watch Our Video:<https://vimeo.com/247053477>  
Head Office: 119 Finch Ave. East., Toronto, ON, M2N4R6  
Phone: +1 (416) 371-7137  
Website: [www.IdealPlumbingDrain.com](http://www.IdealPlumbingDrain.com)

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## FLOOR

**From:** Susan Song <susansong@sureways.ca>

**Subject:** Jefferson Project

**Date:** March 28, 2024 at 10:38:58 PM EDT

**To:** Grand Grace Development <fanseyw@grandgracedevelopment.com>

**Cc:** James Xu <james@grandgracedevelopment.com>

Hi, Fansey

I hope this finds you well.

I am writing to ask you what is the Jefferson protect plan now. We haven't heard anything from the receiver almost 2 months. The contracted SPC and engineered flooring inventories are all in our warehouse now. You know, the interest rate is high and the storage is very expensive now. We can't afford the project to be delayed indefinitely. I hope you can find ways to solve the problems and keep the project moving forward.

Thanks

Susan Song

**DRYWALL**

**From:** David D'Angelo <david@oakdaledrywall.com>

**Date:** March 28, 2024 at 1:20:39 PM EDT

**To:** "fanseywang@gmail.com" <fanseywang@gmail.com>

Fansey

It has been three months since we were forced offsite of the Jefferson Project by the new contractors. In that time, we have not been paid for December or January draws. We have not been contacted regarding a remobilization schedule, a completion schedule, renegotiation nor have we received any notice that the project will continue with or without us. This is a very bad situation to be in especially as we were told by the receiver, when they took over, that everyone would be paid, and the project would continue on schedule. I have visited the site and see that nothing is happening. Despite the mess that is occurring we are still looking to complete the project with you, and are very desperate to revive payment for the work that has been completed and not paid.

David D'Angelo

Oakdale Drywall & Acoustics Ltd.

905-660-7733 cell 416-518-1633

**TILE INSTALLER**

**From:** Giovanni Cirinna <avonleagio@gmail.com>

**Subject:** Jefferson properties

**Date:** March 27, 2024 at 7:55:09 AM EDT

**To:** fanseywang@gmail.com

Hi Fansey just for your information the new construction management never discussed with me and as I'm aware or none of the other trades a resume date to continue project or intentions to start.

**CARPENTER / KITCHEN/BATHROOM****From:** <info@wonderhomegroup.com>**Subject: Jefferson Project Follow-up****Date:** March 29, 2024 at 3:47:18 PM EDT**To:** Fansey Wang <fanseyw@grandgracedevelopment.com>**Cc:** James <james@grandgracedevelopment.com>

Hi Fansey,

I hope this email finds you well.

It has been for a while and I am just reaching out regarding to the Jefferson project.

Since the Jefferson project is in receivership and the site has been shut down back to Jan, 2024, We have tried numerous times to contact the receiver and request an access to the job site to get the equipment and tools back and still no access or response. In regarding to the due payment, we have neither got any response. Someone needs to be accountable for this as we have to rent and purchase equipment that shouldn't be necessary to do so. it's an addition of extra expenses and loss of work because of this situation. quite unfair for us little guys and the politics associated with this development.

We would greatly appreciate to have some type of correspondence and to know when we can continue with this job and gain access to get essential equipment and tools to continue on with other projects on the go without having to spend unnecessary funds to do so.

We still have in faith of this project and we are looking forward to continue to work with you.

Best regards,

Jessica

Ai Living Kitchen& Interiors

# **EXHIBIT B**

THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF FENGXI FANSEAY WANG  
SWORN THIS 1 OF APRIL 2024

A handwritten signature in blue ink, appearing to read 'K. Gheddai', written over a horizontal line.

A Commissioner for taking Affidavits  
Khaled Gheddai

**From:** Franco Acosta <franco@armexhomes.com>  
**Subject:** Yonge & Jefferson  
**Date:** March 27, 2024 at 11:41:02 AM EDT  
**To:** fanseyaw@grandgracedevelopment.com

This email is regarding the site in Yonge & Jefferson, I was first introduced to that site as a general contractor around August 2023 as a subcontractor doing multiple repairs through the site with my crews, I met with the building official of Richmond Hill numerous times to correct any deficiencies to their satisfaction and standards.

I am very familiar with all aspects of this particular site and through a mutual friend I had the pleasure of meeting Fansey.

I was asked through our mutual friends to go through the site several times in past weeks, I noticed that there were more supervisors than physical workers everyday, I stood and watched some of the carpentry being done, and it was not done according to the building code, even if there were supervisors, there was no supervision at all.

This site seemed more of a social gathering between them, I happen to be fluent in Spanish therefore I could hear them joke between themselves instead of doing their jobs.

I also walked through some of the units that were 80 to 90 percent complete, there has been not one trade person within those units. The condition has stayed the same in the past three months, for common sense, these units should be completed first and delivered to homeowners a long time ago if any focus has been applied on the construction schedule.

Under my professional opinion, that site is completely paralyzed and not able to be remobilized in a short time. I also heard the contractual trades were ready to launch a class action lawsuit to ask for the compensation.

I am regretful you are in such a position, if anything you like me to help please let me know.

Have a good day.

Regards,  
Franco Acosta.

# EXHIBIT C

TTHIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF FENGXI FANSEAY WANG  
SWORN THIS 1 OF APRIL 2024

A handwritten signature in blue ink, appearing to read 'Khaled Gheddai', written in a cursive style.

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A Commissioner for taking Affidavits

Khaled Gheddai

**From:** Nikki <nikki.dv2010m@gmail.com>  
**Subject: Re: In regards to the closing date POTL13.**  
**Date:** March 19, 2024 at 11:31:07 AM EDT  
**To:** James <james@grandgracedevelopment.com>  
**Cc:** Amir Shirazi <Amir@gta-homes.com>

Hello James thank you so much for your email no I haven't received any notices any letters if there any copies that you can send me please I will be glad to receive it cuz I have no clue what's going on thank you so much.

Victoria Maslov

**发件人:** Nikki <nikki.dv2010m@gmail.com>  
**发送时间:** Monday, March 18, 2024 3:06:19 PM  
**收件人:** Susan <susan@grandgracedevelopment.com>; James <james@grandgracedevelopment.com>; Amir Shirazi <Amir@gta-homes.com>  
**主题:** In regards to the closing date POTL13.

Hello this is Viktoria Maslov in regards to Richmond Hill Grace, POTL 13.

And this is the second email I'm sending regards to get some information about the closing date for my property.

I would like to get some information about the next occupancy which is currently stands for April 18th 2024. There was a short notice made (less than 2 weeks) back in January of 2024 that the occupancy was extended to April 18. I would like to find out will there be any further extensions or the date for the occupancy is for sure for April 18th. Please let me know as soon as possible, thank you so much.

Thank you

Viktoria Maslov

From: **Nikki Bielas** <[nikkibelas@gmail.com](mailto:nikkibelas@gmail.com)>  
Date: Fri, Mar 22, 2024 at 4:41 PM  
Subject: Re: Notice of POTL 26  
To: Grace, Richmond Hill <[info@richmondhillgrace.com](mailto:info@richmondhillgrace.com)>

Hello!

I am looking to see if there are any further updates with the contracts and the updated pertinent dates?

From our last communication at the beginning of the month someone had mentioned that we would receive updated notices within a couple of weeks? Please advise! We have not received any notice from the receiver. I have called and emailed them but no response!

Thank you  
Nikki

Sincerely,  
Nicole Bielas, D.Ch.,  
Registered Chiropracist

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发件人: Brian Yiu <[briancyiu@gmail.com](mailto:briancyiu@gmail.com)>  
发送时间: Friday, March 8, 2024 2:56:04 PM  
收件人: James <[james@grandgracedevelopment.com](mailto:james@grandgracedevelopment.com)>  
抄送: Sharon Rodrigues <[sharon.rodr@gmail.com](mailto:sharon.rodr@gmail.com)>;  
[kenneth@kennethleung.ca](mailto:kenneth@kennethleung.ca) <[kenneth@kennethleung.ca](mailto:kenneth@kennethleung.ca)>  
主题: Re: Richmond Hill Grand Grace – Unit 104 – Elevate  
Construction Management

Hello James,

The last notice we received on Dec 1, 2023, was the 'End of Unavoidable Delay Event' which notified us of our revised Critical dates (i.e., Revised First Tentative Closing Date is Apr 10, 2024). There have been no subsequent notice of occupancy nor delay schedule since then.

Despite the more than 2 months since Dec 22, 2023, we have not been contacted by the Receiver; the voicemail left by Elevate Construction Company is the first time we were made aware of the project being in Receivership.

We greatly appreciate your help in answering our questions thus far. Are you able to share any contacts/resources, to avoid putting you in a difficult position?

Regards,

Brian Y.

# **EXHIBIT D**

TTHIS IS EXHIBIT "D" REFERRED TO IN THE  
AFFIDAVIT OF FENGXI FANSEAY WANG  
SWORN THIS 1 OF APRIL 2024

A handwritten signature in blue ink, appearing to read 'Khaled Gheddai', written over a horizontal line.

A Commissioner for taking Affidavits

Khaled Gheddai

发件人: NoReply <noreply@tarion.com>

发送时间: Monday, April 1, 2024 3:59:16 AM

收件人: James <james@grandgracedevelopment.com>

主题: \*\*IMPORTANT\* Monthly Statement for B48736 - Jefferson Properties Limited Partnership

Our records indicate there is currently a credit/debit balance associated with the above Vendor/ Builder. This balance may reflect any one or more of the following:

**Outstanding enrolment fees**

Overpayments of enrolment fees

Adjustments upon final selling price

Cancelled enrolments where fees were paid

Other administrative fees (i.e. cancellation, transfer, date of possession updates, etc.)

To view your statement please log into BuilderLink and select Credit/Debit Statement from the Manage Accounts menu.

Please offset your credit/debit balance via BuilderLink within 15 business days, otherwise Tarion will proceed to offset your available credit against the debit amount owing until the debit balance is \$0.00. Any remaining outstanding debit amounts after the credit has been applied must be paid to Tarion immediately. Should you require any assistance, please contact Underwriting at 1-877-696-6497 ext. 3170 or email builderlink@tarion.com.

Tarion

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# **EXHIBIT E**

THIS IS EXHIBIT "E" REFERRED TO IN THE  
AFFIDAVIT OF FENGXI FANSEAY WANG  
SWORN THIS 1 OF APRIL 2024

A handwritten signature in blue ink, appearing to read 'K. Gheddai', written over a horizontal line.

A Commissioner for taking Affidavits

Khaled Gheddai

**GROVE PROJECT MANAGEMENT INC.**

1206 Kingston Road  
Toronto, ON  
M1N 1N8  
647-689-2454 info@groveinc.ca

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March 27th, 2024

Re: Jefferson Towns, Richmond Hill

Thank you for providing us with the project documentation and for assisting with granting us access to the project site. Based on the report provided to our team entitled "Cost to complete & Buyout Analysis" completed February 12 2024, the project is approximately 70% complete and the remaining cost of construction will be approximately 14M. Based on the information provided in the report, the construction could be completed in 9 months

Our team will need to complete a thorough review of the existing contracts, the site conditions and the quality of the work in order to confirm the remaining cost and schedule. We can provide bonding should it be required.

We are confident that with our extensive experience we can finish this project giving the end users well built, quality homes and bring this project to a successful conclusion.

Best regards,

Grove Project Management Inc.

A handwritten signature in black ink that reads "M Stuart". The signature is fluid and cursive.

Michael Stuart, P.Eng.

# EXHIBIT F

THIS IS EXHIBIT "F" REFERRED TO IN THE  
AFFIDAVIT OF FENGXI FANSEAY WANG  
SWORN THIS 1 OF APRIL 2024

A handwritten signature in blue ink, appearing to read 'K. Gheddai', written above a horizontal line.

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A Commissioner for taking Affidavits  
Khaled Gheddai



KENNEDY FUNDING

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**LETTER OF INTEREST**

March 27, 2024

Fanseay Wang  
Jefferson Properties Limited Partnership ("Borrower")  
5 Vernham Ave  
North York, Ontario M21 2B1

c/o: Kirk Bryan  
Via Email: [kirkbryan@thegenesisgroup.ca](mailto:kirkbryan@thegenesisgroup.ca)

Re: **\$53,500,000** ("Financing Request") - Secured by a first lien on 39 Jefferson Side road, Richmond Hill, Ontario, L4E 3M4: ("Collateral")

Any and all reference to currency in this document shall mean **U.S. Dollars only**.

Dear Mr. Wang:

Pursuant to our discussion regarding the above financing request, I am pleased to submit the following Letter of Interest. In no way should this be considered a firm loan commitment. Outlined below are the general terms and conditions required by Kennedy Funding Inc. (Lender). These terms are only general guidelines, and only upon issuance of a firm commitment can exact terms of the loan commitment be determined.

This Letter of Interest shall expire one (1) week from issuance.

**TERMS:**

1. Lender would make a loan up to forty five percent (55%) of the market value of the real estate Collateral used as security for the Loan. If Borrower were to dispute the value as determined by Lender, Borrower would have the right to have a third-party appraiser hired, approved by Lender, and Lender would offer a Loan of forty five percent (55%) of the "as is" market value as determined by said appraiser or return the paid portion of the commitment fee. The market value would be based on a twelve (12) month sale to a cash buyer.
2. The loan would be for three years interest only with no prepayment penalty.
3. The interest rate for the first year of the loan shall be twelve percent (12%) per annum paid monthly at one percent (1%) per month.  
The interest rate for the second year of the loan shall be fifteen percent (15%) per annum paid monthly at one and one quarter percent (1 1/4%) per month.  
The interest rate for the third year of the loan shall be eighteen percent (18%) per annum paid monthly at one and one half percent (1 1/2%) per month.

Page Two  
March 14, 2024

4. Upon receipt of a \$10,000 wire transfer or certified check, which would be applied toward the commitment fee, Lender would provide you with a draft of a loan commitment containing the terms and conditions to be reviewed by you and your counsel. This amount is fully refundable for any reason if you do not execute a loan commitment with Lender and you request in writing within thirty (30) days of the date of this letter the return of the \$10,000.
5. Upon signing of the loan commitment, a commitment fee equal to six percent (6%) of the Financing Request is due; one percent (1%) would be payable at the signing, and the remainder would be payable from the loan proceeds at closing. This fee would be fully refundable if Lender does not perform its obligations under the loan commitment. If the loan is repaid within one (1) year with no prior defaults, Borrower would receive a credit upon repayment of one percent (1%) of the loan amount.
6. All interest, points, fees, charges, etc. to be paid to Lender or Lender under the Loan Documents shall be paid net of any and all applicable taxes, tariffs, levies, etc. incurred as a result of the Loan being secured by Collateral situated outside of the United States of America. Borrower is responsible for any such charges in addition to the agreed upon amounts due.
7. The loan must be closed pursuant to the terms and conditions of the loan commitment.
8. **Closing could occur in as quickly as three (3) to five (5) days** after completion of our due diligence and receipt of title and all required documents. Our due diligence would commence within 24 hours after LENDER receives an executed loan commitment from you.
9. Notwithstanding anything to the contrary contained herein, in no event shall the interest rate contracted for, charged, or received exceed the maximum rate allowed by law.

**THIS IS NOT A LOAN COMMITMENT.**

Very truly yours,

KENNEDY FUNDING INC.



Steven Rogovich  
Executive Loan Officer

I hereby acknowledge and agree to the above terms.

\_\_\_\_\_  
Fansey Wang  
Jefferson Properties Limited Partnership

AD/loi /Wang.Jefferson

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

-and-

**2011836 ONTARIO CORP. et al**

Applicant

Respondents

Court File No. CV-23-00710795-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

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**AFFIDAVIT OF FANSEAY WANG  
SWORN April 1, 2024**

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**FRIEDMANS LLP**  
Barristers and Solicitors  
150 Ferrand Drive, Suite 800  
Toronto, ON M3C 3E5

**William Friedman (LSO No. 18420U)**  
**Khaled Gheddai (LSO No. 73840B)**

Tel: (416) 496-3340  
Fax: (416) 497-3809  
Email: wf@friedmans.ca  
kg@friedmans.ca

*Lawyers for the Respondents*

RCP-E 4C (May 1, 2016)