Commission of Inquiry into Money Laundering in British Columbia Affidavit of Jian Wei Liang

	I, Jian Wei Liang of the city of Vancouver in the
	Province of British Columbia, HEREBY MAKE OATH AND SAY AS FOLLOWS:
1.	I am a witness in the Commission of Inquiry into Money Laundering in British Columbia. I have personal knowledge of the facts and matters deposed to in this affidavit, save and except where stated upon information and belief, in which case I verily believe them to be true.
2.	I was in the restaurant business in China, where I was the deputy general manager at a restaurant. I am originally from Guangdong Province in China.
3.	I first came to Canada with my wife in 2011. We then moved back to China for a brief period before moving back to Vancouver in 2014. I spend some of my time in China and some of my time in Canada. I do not work in Canada.
4.	In July 2014, my wife and I purchased a home at Vancouver for \$7.78 million. The property is held in my wife's name. We obtained the funds for the purchase in part from my mother-in-law in China. The balance of the purchase price was financed by a mortgage from the Bank of Montreal. Attached as Exhibit "A" to this affidavit is a copy of the title document for the property.
2	2018 Loan from Ah Bao
5.	In December 2018, a numbered company, 116909 B.C. Ltd registered a third

6. The mortgage was registered by 116909 B.C. Ltd to secure a loan given to me in Macau in July 2018 by an acquaintance, Ah Bao.

affidavit is a copy of the mortgage document in favor of the numbered company.

property. Attached as Exhibit "B" to this

mortgage against the

- 7. I do not know the legal name of Ah Bao, but he is the person in the photo attached as Exhibit "C" to this affidavit.
- 8. I became acquainted with Ah Bao through a mutual friend, Mr. Sun, or "Brother 6" in Vancouver in 2015 or 2016. After that introduction, I met with Ah Bao at times, usually for meals. I am not aware of what Ah Bao's business is in Canada, but I am aware he goes to a boxing gym frequently.
- 9. While in Macau in July of 2018, I received a phone call from Ah Bao, who invited me to dinner.
- 10.1 met with Ah Bao, dined with him, and asked Ah Bao if I could borrow some money for gambling. Ah Bao asked how much I would like to borrow, and I responded, "a few million" Hong Kong Dollars.
- 11.Ah Bao loaned me 6.2 million HKD in cash. We agreed I would repay the principal, plus 600,000 HKD in interest. As I recall, the money was given to me in 1000 HKD bills, in bundles of 500,000 HKD.
- 12.I gambled the loaned money at the Galaxy and Sin To Hin Dei casinos in Macau.
 I lost the money loaned to me by Ah Bao.
- 13. In December 2018, after I returned to Vancouver, my wife provided the third mortgage registered against the property to Ah Bao to secure the Macau loan. She also borrowed a further \$1.8 million to pay off a second mortgage with a higher interest rate on the property. The two loans together make up the \$3 million that is recorded in the mortgage document attached as Exhibit "B" to this affidavit.
- 14. There are promissory notes recording both loans. My promissory note is attached as Exhibit "D" to this affidavit.
- 15. The promissory notes are made out to the numbered company, 116909 B.C. Ltd. I understood that this was where the money for the loan to me and my wife would come from. I did not know what the company was, but my lawyer asked me to sign this promissory note.

- 16. The interest rate on the loans from the numbered company was 6% per annum for the first year, and 20% per annum after that. My wife provided 12 post dated cheques from an account with RBC for the first year period of the loan. Near the end of that year, Ah Bao's wife, Wei Siu Qi approached me and renegotiated the terms of the loan. Wei Siu Qi agreed to a 12% per annum interest rate instead of the 20% per annum previously agreed to. This was agreed to verbally. There is nothing in writing about it. I understood that Wei Sui Qi was the owner of the numbered company, 116909 B.C. Ltd. I made interest payments in China in RMB borrowed from friends and family, as I did not have the funds to make the payments in Canada.
- 17. The property has been for sale since June 2020 to allow me and my wife to address our debt.

Gambling Activity and Borrowing in British Columbia

- 18.I also gambled in British Columbia. I gambled at casinos in downtown Vancouver, on No. 3 Rd in Richmond, and a casino on No. 9 Rd in Richmond.
- 19.I borrowed money to gamble in British Columbia casinos on a number of occasions. The loans were made by a person known to me as, "Sister Tao" who was referred to me through a friend. Sister Tao is from Zhongshan City, Guangdong Province, in China.
- 20. Sister Tao connected me to lenders, and she would also guarantee the loans for me. I do not know the name or names of the lenders who provided the money to me.
- 21. These loans varied in size from \$100,000 to \$400,000 each. I do not recall how many times I borrowed money.
- 22. When I needed money for gambling, I would place a telephone call to Sister Tao, who acted as intermediary to the lenders. She would tell me where to go, and I would meet someone at the designated place. That person would arrive most often with casino chips but sometimes with cash. Most often, I met the person

close to the entrance to the casino on No. 3 Road in Richmond. Sometimes they would meet at the road in front of the entrance.

- 23. The funds would be provided in \$20, \$50 and \$100 bills.
- 24.I paid \$5,000 in interest, every 15 days, per \$100,000.
- 25. When I repaid the loans, I would meet a representative of the lender on the street and pay them with either cash or casino chips.
- 26.I did not record these loans with the lenders, whose identities remained unknown to me, by way of promissory note or other written acknowledgement.
- 27. The time frame in which I borrowed money for gambling in British Columbia was from 2014 to 2016.

AFFIRMED BEFORE ME this gradual day of March 2021 in the City of Vancouver, in the Province of British Columbia

Anthony Robinson

A Commissioner for taking Affidavits in the Province of British Columbia.

ENDORSEMENT OF INTERPRETER

- I, Sally Lee, of 7577 Curtis Street, Burnaby, B.C. V5A 4W7, certify that:
- 1. I have a knowledge of the English and Cantonese languages and I am competent to interpret from one to the other.
- 2. I am advised by the person swearing or affirming the affidavit and believe that the person swearing or affirming the affidavit understands the Cantonese language.

Before the affidavit on which this endorsement appears was made by the person affirming the affidavit I correctly interpreted it for the person affirming the affidavit from the English language into the Cantonese language and the person affirming the affidavit appeared to fully understand the contents.

Date: March & 2021

Signature of Sally Lee

B.C. Accredited Court Interpreter

TITLE SEARCH PRINT

2020-02-11, 15:20:51 Requestor: Adam Ross File Reference:

Declared Value \$7780000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

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

Title Number

From Title Number

2014-07-02 Application Received

Application Entered 2014-07-04

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

HOUSEWIFE

This is Exhibit" / "referred to in the

affidavit of Jian wei Lian sworn (or affirmed) before me on 874

of much

VANCOUVER, BC

Vancouver, City of **Taxation Authority**

Description of Land

Parcel Identifier:

Legal Description:

NONE

Charges, Liens and Interests

Nature:

Legal Notations

Registration Number: Registration Date and Time:

Registered Owner:

MORTGAGE

2014-07-02 11:06 BANK OF MONTREAL

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

MORTGAGE

2016-06-09 12:54

PACIFICA MORTGAGE INVESTMENT CORPORATION

INCORPORATION NO. BC0477035

TITLE SEARCH PRINT

File Reference:

Declared Value \$7780000

2020-02-11, 15:20:51

Requestor: Adam Ross

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

ASSIGNMENT OF RENTS

2016-06-09 12:54

PACIFICA MORTGAGE INVESTMENT CORPORATION

INCORPORATION NO. BC0477035

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

MORTGAGE

2018-12-19 16:21

1116909 B.C. LTD.

INCORPORATION NO. BC1116909

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

ASSIGNMENT OF RENTS

2018-12-19 16:21 1116909 B.C. LTD.

INCORPORATION NO. BC1116909

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

Title Number: CA3816094 TITLE SEARCH PRINT Page 2 of 2

,		This is Exhibit"	"referred to in the		٠ .				
ORM_B V	is.'	affidavit of Jiv	in wei king						
	AND TITLE ACT ORM B (Section 225)	sworn (o r affirmed)	sworn (or affirmed) before me on _ &/_						
	ORTGAGE - PART 1 Province of British C	olumbia of Mock	20 <u>2/</u> .	1 OF	6	PAGES			
_	Land Title Act. RSBC 1996 c.250, and that	on that you are a subscriber as defined by the tyou have applied your electronic signature copy, or a copy of that true copy, is in you	n						
1.	APPLICATION: (Name, address, phone nur Timothy Wan, Barrister and S	nber of applicant, applicant's solicitor or agent Olicitor)						
	Remedios and Company		O Client: #11266						
	1010-1030 West Georgia Stre		: 604-688-9337						
	Vancouver	BC V6E 2Y3 File	No: 10482/001						
			Deduct I	_TSA F	ees? Y	′es √			
2.	PARCEL IDENTIFIER AND LEGAL DES								
	[PID] [legal	al description]							
	STC? YES								
3,	BORROWER(S) (MORTGAGOR(S)): (incl	uding postal address(es) and postal code(s))							
	HOUSEWIFE								
	VANCOUVER	BRITISH COLU	BRITISH COLUMBIA						
		CANADA							
_			odo(a))						
4.	LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))								
	1116909 B.C. LTD								
	12851 No. 5 Road		t		41	N.1.			
			rpora		1/10				
	RICHMOND	BRITISH COLU	MBIA BC	11169	909				
	CANADA	V7A 4E9							
_	PAYMENT PROVISIONS:								
5.	(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment	Y	M	D			
	\$3,000,000	6.00%	Date:	18	12	19			
		(e) Payment Dates:	(f) First Payment						
	(d) Interest Calculation Period:	1	Date:	19	01	19			
	Monthly	the 19th of every month		13	01	13			
	(g) Amount of each periodic payment:	(h) Interest Act (Canada) Statement.	(i) Last Payment	40	1.0	4.0			
	\$15,000.00	The equivalent rate of interest calculate half yearly not in advance is n/a % per annum.	d Date:	19	12	19			

(k) Place of payment:

Post Address in Item 4

(j) Assignment of Rents which the applicant wants registered?
YES ☑ NO ☐
If YES, page and paragraph number:

(I) Balance Due Date:

19 12 19

MORTGAGE – PART 1							PAGE	2	OF	6	PAGES
6. MORTGAGE contains float YES NO ✓	ng charge on land?		7. M	ORTGAGI YES 🗌	E secures a c	urrent or runn	ing accour	it?			
8. INTEREST MORTGAGED Freehold Other (specify)		•				and the month and					
9. MORTGAGE TERMS:											
Part 2 of this mortgage (a) Prescribed Standard (b) Filed Standard Mor (c) Express Mortgage TA selection of (a) or (b) in	Mortgage Terms tgage Terms]] D] (a		to this mo	rtgage as P		annexed t	to this	s mor	tgago	e.
10. ADDITIONAL OR MODIF	ED TERMS:										
SEE SCHEDULE											
. 11. PRIOR ENCUMBRANCES	•					•					
Mortgage with the Ba Mortgage with Pacifi Assignment of Rents	ca Mortgage Inve	estment_	ation N Corpo	umber -	- Registra	tion Numb	oer -				
12. EXECUTION(S): This merformance of all obligations in a bound by, and acknowledge(s) reco	nortgage charges the Bo ccordance with the mort cipt of a true copy of, the	gage terms r	terest in eferred to	the land in item 9	nortgaged a and the Bon	s security for ower(s) and e	payment very other	of a	all mo	oney agree	due and (s) to be
Officer Signature(s)	<u>.</u>	Y	M M	D D	Borrower	(s) Signature(s)				
JESSICA PUI KA Barrister, Solicitor & 1 #110, 4400 Hazelbi Richmond, B.C. Cana Tel: (604) 273-6308 Fax	CHEUNG Notary Public ridge Way da V6X 3R8	18	12	18		455		1			

OFFICER CERTIFICATION:

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

Officer Signature(s)	Exc	ecution I	Date	Transferor / Borrower / Party Signature(s)
Officer digitature(s)	Y	M	D	1 a c 4
				1 ラシム田
// -	18	12	18	/n 12 tq
			0	JIANWEI LIANG as Guarantor
YVONNE Y. HSU				JIANVVEI LIANG AS GUATAROI
Danvieter & SOLICITOR				
217 - 2630 CROYDON DRIVE SURREY, B.C. V3Z 6T3				
TEL: (604) 600-3329				
FAX: (604) 628-3862				
•				
		}		
				·
**				

OFFICER CERTIFICATION:

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

SCHEDULE

PAGE 4 OF 6 PAGES

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form.

5. PAYMENT PROVISIONS:

- (j) Assignment of Rents which the applicant wants registered:
- (i) The Mortgagor assigns to the Mortgagee as additional security for payment of the Indebtedness (i) all leases heretofore or hereafter granted by the Mortgagor (or any predecessor in title) of all or any part of the Land and (ii) any rents payable from time to time under such leases and the benefit of the terms and conditions contained herein and of the reversion thereunder. The Mortgagor shall on request from time to time, execute a formal assignment of any of the foregoing in a form acceptable to the Mortgagee and, if requested by the Mortgagee, suitable for registration. The Mortgagor agrees to give the Mortgagee executed copies of all such leases promptly after their execution and to perform all of the Mortgagor's obligations thereunder. No such assignment or any act of the Mortgagee pursuant thereto shall operate to delay, hinder or prejudice any of the Mortgagee's right or remedies under the Mortgage. The Mortgagor shall also, from time to time, execute and deliver to the Mortgagee such notices to lessees or other and such other documents as the Mortgagee may request for the purpose of protecting or enforcing its rights in respect of such assignments.
- (ii) The Mortgagee shall not be responsible for the collection of any rents assigned to it or the performance of the terms and conditions of any lease referred to in this Schedule. The Mortgagee shall be responsible to account only for rents actually received, less reasonable collection charges, and may apply such rents to the repayment of the Indebtedness, whether or not due. The Mortgagee shall not by reason of any such collection or any assignment referred to in this Schedule be deemed a mortgagee in possession.
- (iii) Notwithstanding this Schedule, no lease of all or any part of the Land shall be made by the Borrower without the written consent of the Lender. Notwithstanding any such consent, no such lease shall have priority over this Mortgage unless the Lender expressly agrees to such priority in writing. For the purposes of the Mortgage, every action or omission by the lessee under any lease of all or any part of the Land shall be conclusively deemed to be the action or omission of the Borrower.

10. ADDITIONAL OR MODIFIED TERMS:

a) PREPAYMENT

- (i) After the first three (3) months from the date of advancement (the "Closed Term"), the Mortgagor, when not in default, may pay the whole or any part of the Principal Amount hereby secured and then outstanding with thirty (30) day's notice upon payment of all interest accrued to the date of such prepayment. If the borrower fails to provide thirty (30) day's notice to the lender prior to prepayment, then the borrower shall pay an interest equal to one month's interest in lieu of the notice.
- (ii) The Mortgagor may pay the whole or any part of the Principal Amount during the Closed Term, if and only if the Mortgagor provides written notice to the Mortgagee and pays an interest payment to the Mortgagee equal to the proportion of the interest payable to the Mortgagee for remainder of the Closed Term

FORM_E_V23

LAND TITLE ACT FORM E

SCHEDULE

PAGE 5 OF 6 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

iii) If only a partial prepayment of the Principal Amount outstanding is made, the remaining Payment Dates shall thereupon be accelerated so that the Mortgagor shall continue to pay on each and every Payment Date, commencing with the Payment Date immediately following the Payment Date on which such partial prepayment was made, the periodic payments specified in Item 5(g) on Page 1 herein until the Principal Amount, interest and any other monies owing hereunder are fully paid as set out in this Mortgage.

b) RENEWAL

(i) The borrower shall have concluded arrangements to either repay or renew this mortgage loan thirty (30) days prior to the Balance Due Date specified n Item 5(I) on page 1 herein.

(ii) If no renewal arrangement is made or if this mortgage loan is not fully repaid by December 45, 2019 the Expected Repayment Date, then the interest on the outstanding balance from the Expected Repayment Date onwards will be 20% per annum.

c) NSF PROVISIONS

(i) The borrower agrees that in addition to the sum due for the principal and interest hereunder, he shall pay to the lender the sum of two hundred and fifty dollars (\$250.00) as liquidated damages and not as a penalty for each of the borrower's post-dated cheques which are returned to the lender as non-negotiable after being presented for payment or for each late payment. Such sum shall be a charge upon the mortgaged lands and bear interest at the Interest Rate set out herein.

d) EVENTS OF DEFAULT

In addition to the Prescribed Standard Mortgage Terms the following additional events shall constitute a default under this Mortgage, namely if:

(i) a receiver, receiver and manager or receiver manager of all or any part of the land is appointed;

(ii) any representation or warranty, whether or not contained herein, made by or on behalf of the

Mortgagor to the Mortgagee is untrue;

(iii) without the prior written consent of the Mortgagee, the Mortgagor creates or permits to exist any mortgage, lien or charge on, or claim against the land which ranks or could in any event rank in priority to or pari passu with the charge created by this Mortgage;

(iv) the holder of any other mortgage, lien or charge on, or any claim against, the land does anything to

enforce or realize on such mortgage, lien, charge or claim;

(v) the Mortgagor is an individual, the Mortgagor dies or is declared incompetent to manage his or her own affairs;

LAND TITLE ACT FORM E

SCHEDULE

PAGE 6 OF 6 PAGES

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form.

(vi) there is default by any person or persons in the performance or observance of any provision or covenant under any other security or guarantee for the repayment of the monies hereby secured, or any covenantor of the monies hereby secured makes an assignment for the benefit of its creditors or is declared bankrupt or makes a proposal or otherwise takes advantage of the provision for relief under the Bankruptcy Act, the Companies Creditors' Arrangement Act or similar legislation in any jurisdiction, or makes an authorized assignment or a receiver is appointed under the Bankruptcy Act or a receiver or receiver-manager of all or any part of the property of such covenantor or guarantor is appointed of if any such covenantor or guarantor should give notice under any right which may be contained in such security or guarantee to limit the continuing obligations of the covenantor or guarantor, or if such covenantor or guarantor is a corporation, an order is made or an effective resolution is passed for winding up the covenantor or guarantor or the covenantor or guarantor enters into an amalgamation, merger or other similar arrangement with any other person, without the prior written consent of the Mortgagee or the covenantor or guarantor ceases, or threatens to cease, to carry on its business, or, if the covenantor or guarantor is an individual, the covenantor or guarantor dies or is declared incompetent to manage his or her own affairs.

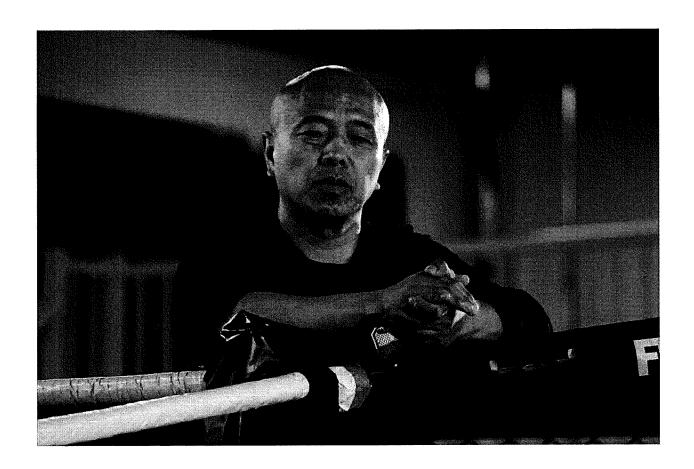
f) POST- JUDGMENT

(i) If the Mortgagee obtains a judgment against the Mortgagor for failure to comply with any of the Mortgagor's covenants or obligations under this Mortgage, such judgment will not result in a merger of the terms of the judgment with the Mortgagee's other remedies or rights to enforce the other obligations of the Mortgagor under this Mortgage according to the terms hereof. The Mortgagee shall continue to be entitled to receive interest at the interest rate and any such judgment shall provide that interest thereon shall be computed at the interest rate until such judgment has been fully paid.

a) SEVERANCE

(i) If at any time any provision of this Mortgage in whole or in part is declared or held illegal, invalid or unenforceable under, or inconsistent with any applicable law or would by reason of any such law render the Mortgagee unable to collect the amount of any loss sustained by it as a result of making the loan secured by this Mortgage which it would otherwise be able to collect, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid, unenforceable or inconsistent or would so render the Mortgagee unable to collect any such loss, and this Mortgage will continue in full force and effect and be construed as if it had been executed without such illegal, invalid, unenforceable or inconsistent provision.

END OF DOCUMENT



This is Exhibit" "referred to in the affidavit of Tron Wei King sworn (or affirmed) before me on 8th of 2021.

PROMISSORY NOTE

Principal Amount: CAD \$1,200,000.00

Place of Payment: Vancouver, B.C.

December 19, 2018

To:

1116909 B.C. Ltd. (\$1,200,000.00)

12851 No. 5 Road Richmond, BC V7A 4E9

FOR VALUE RECEIVED, the undersigned, JIANWEI LIANG, hereby promises to pay to the order of 1116909 B.C. Ltd., of 12851 No. 5 Road, Richmond, BC, V7A 4E9 the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) in lawful money of Canada together with interest on the outstanding monthly balance of the principal amount, at the rate of Six Percent (6%) per annum until the expected repayment date of December 19, 2019, and thereafter, as well after as before maturity, default and judgment and on overdue interest, as follows:

- 1. The Principal Sum shall be payable on demand.
- 2. Time will be of the essence of this Promissory Note.
- Extension of time for payment of all or any part of the Principal Sum and any interest thereon owing under this Promissory Note at any time or times or failure of 1116909 B.C. Ltd. to enforce any of their rights or remedies under this Promissory Note or any release or surrender of property will not release any party and will not constitute a waiver of the rights of the holder to enforce such rights and remedies thereafter.
- 4. This Promissory Note will be governed by and construed according to the laws of the Province of British Columbia.
- 5. The undersigned hereby waive presentment and demand for payment, protest and notice of protest and notice of dishonour and non-payment.

JIANWELLIANG

This is Exhibit" "referred to in the affidavit of Jram Wer Live

sworn (or affirmed) before me on 6/6

Witness:

Name /

YVONNE Y. HSU

Barrister & Solicitor

217 - 2630 CROYDON DRIVE
SURREY, B.C. V3Z 6T3

TEL: (604) 600-3328

FAX: (604) 628-3862