

Vancouver

01-Dec-21

REGISTRY

NO. S-198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF
SECTION 179.1 OF THE *SECURITIES ACT*, RSBC 1996, C. 418

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

SIU MUI "DEBBIE" WONG
SIU KON "BONNIE" SOO
ORIGIN BUSINESS PARK INC., formerly known as
WHEATLAND INDUSTRIAL PARK INC.
1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.

RESPONDENTS

NOTICE OF APPLICATION

NAME OF APPLICANT: MNP Ltd. (the "**Receiver**"), in its capacity as court-appointed receiver of the assets and undertakings and property of Siu Mui "Debbie" Wong, Siu Kon "Bonnie" Soo, Origin Business Park Inc., formerly known as Wheatland Industrial Park Inc., 1300302 Alberta Inc. and D & E Arctic Investments Inc. (collectively, the "**Debtors**")

To:

**The Petitioner, British Columbia
Securities Commission**
c/o Lawson Lundell LLP
1600 – 925 West Georgia Street
Vancouver, BC V6C 3L2
Attention: William L. Roberts
wroberts@lawsonlundell.com

Respondent Siu Mui "Debbie" Wong
16863 -58A Avenue
Surrey, BC V3S8P1
debbie16863@hotmail.com

Respondent Siu Kon "Bonnie" Soo
9680 Gilhurst Crescent
Richmond, BC V7A 1P2
siukonsoo@gmail.com

**Respondent Origin Business Park,
formerly known as Wheatland Industrial
Park Inc.**
1500, 222 – 3rd Avenue SW
Calgary, AB T2P 0B4

Respondent 1300302 Alberta Inc.
1101, 3961 – 52nd Avenue NE
Calgary, AB T3J 0J7

Respondent D & E Arctic Investments Inc.
204, 2635 – 37th Avenue NE
Calgary, AB T1Y 5Z6

Gilbert Wai Hung Wong
 c/o Lindsay Kenney LLP
 Suite 1800, 401 West Georgia Street
 Vancouver, B.C. V6B 5A1
 Attention: J. Reilly Pollard
RPollard@lklaw.ca

Hilton Wing Chong Sue
 3469 Triumph Street
 Vancouver, BC V5K 1T9
hilton.sue@shaw.ca

Sandy Wee Chyiu Mar
 13399 – 60th Avenue
 Surrey, BC V3X 2M1
sandy_mar@shaw.ca

0765311 B.C. Ltd.
 c/o Registered Office
 3326 Parker Street
 Vancouver BC, V5K 2V9
huiminghuang3326@gmail.com

0765994 B.C. Ltd.
 c/o Registered Office
 4636 Todd Street
 Vancouver, BC V5R 3P8
roytsui604@gmail.com

Farm Credit Canada
 c/o Baker Newby LLP
 200-2955 Gladwin Rd.
 Abbotsford, BC V2T 5T4
 Attention: Adnan N. Habib
ahabib@bakernewby.com

Robert Fitz-James
 25141 Dewdney Trunk Road
 Maple Ridge, BC V4R 1X6

Sandra van der Laan
 25141 Dewdney Trunk Road
 Maple Ridge, BC V4R 1X6

Kwok Kie Soo
 9680 Gilhurst Crescent
 Richmond, B.C. V7A 1P2
kwokiesoo@gmail.com

Becky Ting Chang Luk
 3469 Triumph Street
 Vancouver, BC V5K 1T9
tcbecky.luk@gmail.com

Ritchie Roy Sue
 2201-1033 Marinaside Crescent
 Vancouver, BC V6Z 3A3
ritchiesue@hotmail.com

0760251 B.C. Ltd.
 c/o Registered Office
 12854 107A Avenue
 Surrey, BC V3T 2G5
jxzhou1671@hotmail.com

0765316 B.C. Ltd.
 c/o Registered Office
 2677 E 40th Avenue
 Vancouver, BC V5R 2V8
kt_tiles@live.com

**Her Majesty the Queen Right of Canada,
 as Represented by the Attorney General of
 Canada**
 c/o Department of Justice
 900 – 840 Howe Street
 Vancouver, BC V6Z 2W9

**Garrett van der Laan, also known as
 Gerrit van der Laan**
 25141 Dewdney Trunk Road
 Maple Ridge, BC V4R 1X6

TAKE NOTICE that an application will be made by the applicant, *via Microsoft Teams*, to the presiding Judge in Chambers at the courthouse at **800 Smithe Street, Vancouver, B.C.** on **December 16, 2021, at 9:45 a.m.** for the order(s) set out in Part 1 below.

PART 1: ORDER(S) SOUGHT

1. An Order that:

- (a) Gilbert Wai Hung Wong, Deceased, Kwok Kie Soo, Hilton Wing Chong Sue, Becky Ting Chang Luk, Sandy Wee Chyiu Mar, Ritchie Roy Sue, 0765311 B.C. Ltd., 0760251 B.C. Ltd., 0765994 B.C. Ltd., 0765316 B.C. Ltd. (the “**Third Party Owners**”); and
- (b) Robert Fitz-James, Sandra van der Laan and Garrett van der Laan, also known as Gerrit van der Laan (the “**Occupants**”, collectively with the Third Party Owners, the “**Intended Respondents**”)

be joined as Respondents to this proceeding, *nunc pro tunc*; and that amendment and service of an Amended Petition be dispensed with, and dispensing with the terms of Rule 6-2(8) of the Rules of Court, in the form attached; and

2. An Order Approving the sale of the subject lands and premises, as described below, in the form attached as **Schedule “A”** hereto, with blacklined copy from the Model Approval and Vesting Order attached as **Schedule “B”**.

PART 2: FACTUAL BASIS

3. By Order (the “**Receivership Order**”) pronounced on October 3, 2019, as amended by the Amended and Restated Receivership Order (the “**ARIO**”) pronounced on August 27, 2021, the Receiver was appointed Receiver of the assets, undertakings and properties of the Debtors, including, *inter alia*, the Debtors’ interest in and to the lands and premises more particularly known and described as:

PARCEL IDENTIFIER: 011-016-272
 LOT 3 SECTION 23 TOWNSHIP 12 NEW WESTMINSTER
 DISTRICT PLAN 4023

(the “**Lands**”).

4. The ARIO provides, *inter alia*, that the Receiver is authorized to market, sell, convey, transfer, lease assign or otherwise dispose of the Lands for sale in their entirety, including the interest of the Debtors and any other registered owner or owners, to solicit offers in respect of those assets and to negotiate such terms and conditions of sale as deemed appropriate, with any eventual sale being subject to Court approval.

5. The Lands consist of a single-family residential acreage property located at 25141 Dewdney Trunk Road, Maple Ridge, British Columbia. The registered owners of the Lands are:
- (a) the Respondent Siu Mui “Debbie” Wong (“**Ms. Wong**”) and her late husband, Gilbert Wai Hung Wong, now deceased, as to an undivided 2/16 interest as Joint Tenants; and
 - (b) the Respondent Siu Kon “Bonnie” Soo (“**Ms. Soo**”) and her husband, Kwok Kie Soo, as to an undivided 2/16 interest, as Joint Tenants;
 - (c) Hilton Wing Chong Sue and Becky Ting Chang Luk, as to an undivided 2/16 interest, as Joint Tenants;
 - (d) Sandy Wee Chyiu Mar, as to an undivided 1/16 interest;
 - (e) Ritchie Roy Sue, as to an undivided 1/16 interest;
 - (f) 0765311 B.C. Ltd., as to an undivided 1/16 interest;
 - (g) 0760251 B.C. Ltd., as to an undivided 2/16 interest;
 - (h) 0765994 B.C. Ltd., as to an undivided 2/16 interest;
 - (i) 0765316 B.C. Ltd., as to an undivided 2/16 interest
- (collectively, the “**Owners**”)
6. The Owners are in agreement with the Receiver listing the Lands for sale, and were served with the Receiver’s application to amend the Receivership Order scheduled for August 17, 2021, and were subsequently served with the ARIO.
7. The Receiver marketed the Lands by, among other things, listing the Lands for sale with a real estate licensee on the Multiple Listing System, who advertised the Lands for sale within the appropriate marketplace, and showed the Lands to all interested perspective purchasers.
8. The Receiver retained Harry Li (“**Mr. Li**”) of RA Realty Alliance Inc. to act as its listing agent in respect of this matter. Mr. Li had previously been retained by the Owners to list the Lands for sale on their behalf, and he initially listed the Lands for sale on behalf of the Owners on April 19, 2021 until October 12, 2021, at a list price of \$1,380,000.
9. The Receiver entered into a listing agreement with Mr. Li on November 2, 2021, to list the Lands for sale on behalf of the Receiver at a list price of \$1,400,000. The initial list

price was established by the Receiver after discussions with the realtor, the opinion of value of the appraiser and a comparative marketing analysis from a different realtor.

10. Mr. Li provided a marketing report to the Receiver dated November 25, 2021, setting out the marketing efforts and listing history since accepting the listing on behalf of the Receiver. In summary:
- (a) The Lands were listed on behalf of the Receiver on November 3, 2021, at \$1,400,000, and there have been no price reductions;
 - (b) The Lands were advertised through the full MLS system, with professional photos taken, a floor plan and 3D in-door walk through model created. A feature listing page was created on the listing agent's website at www.rarealtyalliance.com, and was circulated to approximately 194 realtors
 - (c) Three open house days were arranged for potential buyers to view the Lands;
 - (d) As of November 25, 2021, there were a total of 93 showings and inquiries over approximately 200 days on market (which includes the time when the Lands were listed by the Owners), with 14 showings and 6 inquiries having taken place during the Receiver's listing;
 - (e) Prior to the Receiver's listing, an offer was received on April 26, 2021, for a sale price of \$1,385,000. This offer was not entertained as Court approval of the offer was required through the Receivership, and that process was not yet in place.
 - (f) Four offers were received on November 17, 2021, as follows:
 - (i) Offer presented by Dennis Wang of Nu Stream Realty Inc. for \$1,400,000, with multiple subject conditions
 - (ii) Offer presented by Demi Gu with Royal Pacific Realty Corp. for \$1,400,000, subject to financing and Court approval
 - (iii) Offer presented by Roy Choi of Keller Williams Elite Realty for \$1,120,000, subject only to court approval
 - (iv) Offer presented by Abdullah Khan of Sutton Group-Alliance R.E.S., for \$1,511,000, subject only to Court approval. This offer is made by Akhter Zeb Khan and Shaheen Khan, and is the highest and best offer.
 - (g) Mr. Li has communicated with the Owners regarding the listing and the Offer, and they are satisfied with the Offer and the price.

- (h) Mr. Li will continue to market the Lands until the Court date to attempt to generate more offers.

Subject Offer:

11. The Receiver accepted the Contract of Purchase and Sale dated November 17, 2021 (the “**Offer**”), whereby Akhter Zeb Khan and Shaheen Khan (the “**Purchasers**”) offered to purchase the Lands at the sale price of \$1,511,000, with possession 61 days after Court approval. There were negotiations with the Purchasers, but those negotiations related to non-financial terms.
12. There are no conditions on the Offer to be removed, save for the condition that the Offer is subject to court approval, and the deposit referenced in the Offer has been paid and is on trust with the selling agent.
13. The Receiver has obtained an Appraisal of the Lands dated May 15, 2021, conducted by Michael Kind of Property Genie Enterprises Inc. The Appraisal provides that the value of the Lands as at May 15, 2021 was \$1,370,000.
14. The Receiver also obtained an independent Current Market Analysis of the Lands, prepared by Herb Johnstone of Sutton Group West Coast Realty, dated April 29, 2021. The Current Market Analysis provides that the Lands should sell in the range of \$1,380,000 to \$1,400,000.

Order to Add Respondents

15. The Lands are owned by the Owners. Therefore each of the Owners should be named as a Respondent to the proceeding, in order for the Receiver to effect the transfer of title to the Lands in the Land Title Office. Each of the Owners were served with notice of the Receiver’s application for the ARIO and the entered ARIO.
16. With the exception of Siu Mui “Debbie” Wong and Siu Kon “Bonnie Soo”, none of the Owners are parties to the proceeding. Accordingly, for the limited purpose of being able to effect transfer of title to the Lands, the Receiver is seeking an Order to add each of the Third Party Owners as a Respondent to the proceeding, as they are necessary and proper parties to the proceeding.
17. The Lands are currently occupied by Robert Fitz-James and Sandra van der Laan, and possibly Garrett van der Laan, also known as Gerrit van der Laan (the “**Occupants**”). The Occupants have been personally served with a copy of the ARIO.
18. The Occupants should be named as Respondents to the proceeding, as they are necessary and proper parties to the proceeding.

19. It is the intention of the Receiver to discontinue this proceeding as against the third-party Owners and the Occupants upon completion of the sale and vacant possession of the Lands.
20. Notice of the application will be given to the Occupants and to the Owners.

PART 3: LEGAL BASIS

21. Based upon the facts set out in Part 2 above, the Receiver submits that the subject offer reflects the fair market value of the lands, the sale is commercially reasonable, and it will contribute to bringing this Receivership to come to a conclusion.
22. The applicant will rely on Rules 6-2 and 13-5 of the Supreme Court Civil Rules and s. 15 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253.

PART 4: MATERIAL TO BE RELIED ON

23. Amended and Restated Receivership Order granted August 27, 2021.
24. Affidavit #3 of Patty Wood sworn herein on November 30, 2021.

The applicant(s) estimate(s) that the application will take **10 minutes** and will be heard by **Microsoft Teams**.

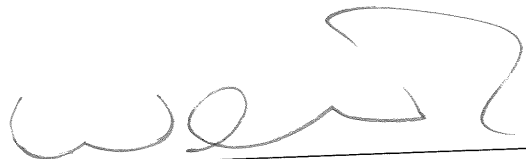
- This matter is within the jurisdiction of a Master.
- This matter is not within the jurisdiction of a Master

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

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and every other document, that
- (i) you intend to refer to at the hearing of this application, and
- (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
- (i) a copy of the filed Application Response;
- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

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

Dated at the City of Vancouver, in the Province of British Columbia, this 30th day of November, 2021.



William L. Roberts
Lawson Lundell LLP
Solicitors for the Applicant

Filed by:

William L. Roberts
Lawson Lundell LLP
1600 – 925 West Georgia Street
Vancouver, British Columbia, V6C 3L2
Telephone: 604-685-3456; Fax: 604-669-1620
Email for Application: wroberts@lawsonlundell.com

To be completed by the court only:

Order made

- in the terms requested in paragraphs _____ of Part 1 of this Notice of Application
- with the following variations and additional terms:

Date:

Signature of Judge Master

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- Other –application by Receiver for Approval of Sale**

SCHEDULE "A"

NO. S-198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF
SECTION 179.1 OF THE *SECURITIES ACT*, RSBC 1996, C. 418

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

SIU MUI "DEBBIE" WONG
SIU KON "BONNIE" SOO
ORIGIN BUSINESS PARK INC., formerly known as WHEATLAND
INDUSTRIAL PARK INC.
1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.
GILBERT WAI HUNG WONG, KWOK KIE SOO
HILTON WING CHONG SUE, BECKY TING CHANG LUK
SANDY WEE CHYIU MAR, RITCHIE ROY SUE
0765311 B.C. LTD., 0760251 B.C. LTD.
0765994 B.C. LTD., 0765316 B.C. LTD.
ROBERT FITZ-JAMES, SANDRA VAN DER LAAN
GARRETT VAN DER LAAN, ALSO KNOWN AS
GERRIT VAN DER LAAN

RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE

)
)
)

THURSDAY, THE 16TH DAY OF

DECEMBER, 2021

THE APPLICATION of MNP Ltd., in its capacity as Court-appointed Receiver (the "Receiver") of the assets, undertakings and properties of the Respondents Siu Mui "Debbie" Wong, Siu Kon "Bonnie" Soo, Origin Business Park Inc., formerly known as Wheatland Industrial Park Inc., 1300302 Alberta Inc. and D & E Arctic Investments Inc. (collectively, the "Debtors"), coming on for hearing, *via teleconference or Microsoft Teams*, at Vancouver, British Columbia, on the 16th day of December, 2021; AND ON HEARING William L. Roberts, counsel for the Receiver,

and those other counsel listed on **Schedule "A"** hereto, and no one appearing for the Petitioner, the Respondents or the Intended Respondents, although duly served, and the Court being satisfied that notice of this application was provided to the third parties, **Farm Credit Canada and Her Majesty the Queen in Right of Canada**; AND UPON READING the material filed, including the Affidavit #3 of the Patty Wood sworn herein on November 30, 2021 (the "**Receiver's Affidavit**"); THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the Contract of Purchase and Sale dated November 17, 2021 and addenda (collectively, the "**Sale Agreement**") between the Receiver and Akhter Zeb Khan, as to an undivided 50/100 interest, and Shaheen Kahn, as to an undivided 50/100 interest (the "**Purchasers**"), a copy of which is attached as Exhibit C to the Receiver's Affidavit, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "C"** hereto shall vest absolutely in the Purchasers in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Orders of this Court dated October 3, 2019, as amended and restated by the Order of this Court dated August 27, 2021 (collectively, the "**Receivership Order**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "E"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. Upon presentation for registration in the Land Title Office for the Land Title District of the City of Maple Ridge of a certified copy of this Order, together with a letter from Lawson Lundell LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule "C"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights,

easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "E"**.
4. The net proceeds from the sale of the Purchased Assets after adjustments, be paid to the law firm of Lawson Lundell LLP, Barristers and Solicitors, "In Trust", 1600 - 925 West Georgia Street, Vancouver, British Columbia, to be paid without further order in accordance with the following priorities:
 - (a) Firstly, in payment of all matters of adjustment with respect to the sale of the Purchased Assets, including without limitation outstanding property taxes, water and sewer rates, and interest and penalties thereon owing in connection with the Purchased Assets;
 - (b) Secondly, in payment of real estate commission;
 - (c) Thirdly, the Receiver's 3/16 share of the net proceeds from the sale of the Purchased Assets shall be paid over and dealt with by the Receiver in accordance with the Receivership Order; and
 - (d) Fourthly, the balance, if any, to be paid into Court to the credit of these proceedings, to be paid out upon further Order of this Honourable Court and on notice to the Receiver.
5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "E"**.
7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
8. Notwithstanding:
 - (a) these proceedings;

(b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

10. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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

Signature of William L. Roberts
 Party Lawyer for the Petitioners

Signature of
 Party Lawyer for <name of party(ies)>

BY THE COURT

REGISTRAR

Schedule A – List of Parties Appearing

<p>Counsel for the Receiver, MNP Ltd. Applicant</p>	<p>William L. Roberts Lawson Lundell LLP 1600 – 925 West Georgia Street Vancouver, BC V6C 3L2 Telephone: 604-312-4429 E-mail: wroberts@lawsonlundell.com</p>

Schedule B – Receiver’s Certificate

NO. S-198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF
SECTION 179.1 OF THE *SECURITIES ACT*, RSBC 1996, C. 418

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

SIU MUI “DEBBIE” WONG
SIU KON “BONNIE” SOO
ORIGIN BUSINESS PARK INC. formerly known as
WHEATLAND INDUSTRIAL PARK INC.
1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.

RESPONDENTS

Receiver’s Certificate

RECITALS

- A. Pursuant to an Order of the Supreme Court of British Columbia (the “**Court**”) dated October 3, 2019, as amended by the Amended and Restated Receivership Order pronounced on August 27, 2021, MNP Ltd., was appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of the Respondents Siu Mui “Debbie” Wong, Siu Kon “Bonnie” Soo, Origin Business Park Inc., formerly known as Wheatland Industrial Park Inc., 1300302 Alberta Inc. and D & E Arctic Investments Inc. (collectively, the “**Debtors**”).
- B. Pursuant to an Order of the Court dated December 16, 2021 (the “**Approval and Vesting Order**”), the Court approved the Contract of Purchase and Sale dated November 17, 2021 and addenda (collectively, the “**Sale Agreement**”) between the Receiver and Akhler Zeb Khan and Shaheen Kahn, Tenants in Common (the “**Purchasers**”) and provided for the vesting in the Purchasers of all of the right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Section 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in Section 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at Vancouver, BC this ____ day of _____,
_____.

MNP Ltd.
in its capacity as Receiver and Manager of certain
assets, undertakings and properties of the Debtors
and not in its personal capacity

Per: _____

Schedule C – Purchased Assets

25141 DEWDNEY TRUNK ROAD, MAPLE RIDGE, B.C.

PARCEL IDENTIFIER: 011-016-272
LOT 3 SECTION 23 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 4023

Schedule D – Claims to be deleted/expunged from title to Real Property

Nature of Charge	Registration No.
Securities Act Charge	BB3013226
Judgment Farm Credit Canada	CA6365586, renewed by CA7639428 and CA983909
Judgment Farm Credit Canada	CA6365587, renewed by CA7639427 and CA9183886
Judgment British Columbia Securities Commission	CA6591432, renewed by CA7978405
Judgment Her Majesty the Queen in Right of Canada	CA7837829
Injunction British Columbia Securities Commission	CA7859608

Schedule E – Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

NO. S-
198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BRITISH COLUMBIA SECURITIES
COMMISSION

PETITIONER

AND:

SIU MUI "DEBBIE" WONG
SIU KON "BONNIE" SOO
ORIGIN BUSINESS PARK INC. formerly
known as WHEATLAND INDUSTRIAL PARK
INC.

1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.

RESPONDENTS

BC MODEL APPROVAL AND VESTING ORDER



Barristers & Solicitors

1600 Cathedral Place

925 West Georgia Street

Vancouver, BC, V6C 3L2

Phone: (604) 631-9145

Attention: William L. Roberts

Email: wroberts@lawsonlundell.com

SCHEDULE "B"

~~MODEL APPROVAL AND VESTING ORDER~~

{current to August 1, 2015}

NO. S-198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF
SECTION 179.1 OF THE *SECURITIES ACT*, RSBC 1996, C. 418

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

SIU MUI "DEBBIE" WONG
SIU KON "BONNIE" SOO
ORIGIN BUSINESS PARK INC., formerly known as WHEATLAND
INDUSTRIAL PARK INC.
1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.
GILBERT WAI HUNG WONG, KWOK KIE SOO
HILTON WING CHONG SUE, BECKY TING CHANG LUK
SANDY WEE CHYIU MAR, RITCHIE ROY SUE
0765311 B.C. LTD., 0760251 B.C. LTD.
0765994 B.C. LTD., 0765316 B.C. LTD.
ROBERT FITZ-JAMES, SANDRA VAN DER LAAN
GARRETT VAN DER LAAN, ALSO KNOWN AS
GERRIT VAN DER LAAN

RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE

)
)
)

dd/mm/yyyy THURSDAY, THE 16TH
DAY OF

DECEMBER, 2021

THE APPLICATION of [RECEIVER'S NAME], MNP Ltd., in its capacity as Court-appointed [Receiver or Receiver and Manager] (the "Receiver") of the assets, undertakings and properties of [Name of Debtor] the Respondents Siu Mui "Debbie" Wong, Siu Kon "Bonnie" Soo, Origin Business Park Inc., formerly known as Wheatland Industrial Park Inc., 1300302 Alberta Inc. and D & E Arctic Investments Inc. (collectively, the "Debtors"), coming on for hearing, via teleconference or Microsoft Teams, at Vancouver, British Columbia, on the _____ 16th day of _____, 201____; December, 2021; AND ON HEARING _____, William L. Roberts, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto, and no one appearing for _____, the Petitioner, the Respondents or the Intended Respondents, although duly served, and the Court being satisfied that notice of this application was provided to the third parties, Farm Credit Canada and Her Majesty the Queen in Right of Canada; AND UPON READING the material filed, including the Report Affidavit #3 of the Receiver dated _____ Patty Wood sworn herein on November 30, 2021 (the "Report") [1];

Receiver's Affidavit"); THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the [Asset Contract of Purchase Agreement] dated _____, _____ [and Sale dated November 17, 2021 and addenda (collectively, the "Sale Agreement") between the Receiver and _____] (the "Purchaser") [2], Akhter Zeb Khan, as to an undivided 50/100 interest, and Shaheen Kahn, as to an undivided 50/100 interest (the "Purchasers"), a copy of which is attached as Appendix "_____" Exhibit C to the Report Receiver's Affidavit, is hereby approved, and the Sale Agreement is commercially reasonable. [3]. The execution of the Sale Agreement by the Receiver [4] is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "Purchased Assets").
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "B" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule "C" hereto] [5] shall vest absolutely in the Purchaser/Purchasers in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims" [6]).

including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Orders of this Court dated October 3, 2019, as amended and restated by the Order of this Court dated [Date]; August 27, 2021 (collectively, the "Receivership Order"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "E"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets. ~~[7]~~

3. Upon presentation for registration in the Land Title Office for the Land Title District of ~~_____~~ the City of Maple Ridge of a certified copy of this Order, together with a letter from ~~[Receiver's counsel]~~, Lawson Lundell LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

- (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule "EC"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "E"**. ~~[8]~~

4. ~~For the purposes of determining the nature and priority of Claims, The net proceeds~~ ~~[9]~~ from the sale of the Purchased Assets shall stand after adjustments, be paid to the law firm of Lawson Lundell LLP, Barristers and Solicitors, "In Trust", 1600 - 925 West Georgia Street, Vancouver, British Columbia, to be paid without further order in the place accordance with the following priorities:

- (a) Firstly, in payment of all matters of adjustment with respect to the sale of the Purchased Assets, including without limitation outstanding property taxes, water and sewer rates, and from interest and after penalties thereon owing in connection with the delivery of the Purchased Assets;
- (b) Secondly, in payment of real estate commission;

- (c) ~~Thirdly, the Receiver's Certificate all Claims shall attach to the 3/16 share of the net proceeds from the sale of the Purchased Assets shall be paid over and dealt with by the Receiver in accordance with the same priority as they had with respect to the Purchased Assets immediately prior Receivership Order; and~~
- (a) ~~Fourthly, the balance, if any, to be paid into Court to the sale [10], as if credit of these proceedings, to be paid out upon further Order of this Honourable Court and on notice to the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale Receiver.~~

4.5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

5. ~~Pursuant to Section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or Section 18(10)(e) of the Personal Information Protection Act of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in Schedule " " to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor. [11]~~

6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "E"**.
7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court ~~[provided that the Closing Date occurs by _____ or within _____ days of the date of this Order].~~
8. Notwithstanding:
- (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
10. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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

Current to August 1, 2015

Signature of William L. Roberts
 Party Lawyer for the Petitioners

<Print Name>

Signature of
 Party Lawyer for <name of party(ies)>

<Print Name>

BY THE COURT

REGISTRAR

Schedule A – List of Parties Appearing

<p><u>Counsel for the Receiver, MNP Ltd.</u> <u>Applicant</u></p>	<p><u>William L. Roberts</u> <u>Lawson Lundell LLP</u> <u>1600 – 925 West Georgia Street</u> <u>Vancouver, BC V6C 3L2</u> <u>Telephone: 604-312-4429</u> <u>E-mail: wroberts@lawsonlundell.com</u></p>

Schedule B – Receiver’s Certificate

NO. S-198522
VANCOUVER REGISTRY

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IN THE MATTER OF
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BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

SIU MUI “DEBBIE” WONG
SIU KON “BONNIE” SOO
ORIGIN BUSINESS PARK INC. formerly known as
WHEATLAND INDUSTRIAL PARK INC.
1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.

RESPONDENTS

Receiver’s Certificate

RECITALS

A. Pursuant to an Order of the Supreme Court of British Columbia (the “Court”) dated October 3, 2019, as amended by the Amended and Restated Receivership Order pronounced on August 27, 2021, MNP Ltd., was appointed Receiver (the “Receiver”) of the assets, undertakings and properties of the Respondents Siu Mui “Debbie” Wong, Siu Kon “Bonnie” Soo, Origin Business Park Inc., formerly known as Wheatland Industrial Park Inc., 1300302 Alberta Inc. and D & E Arctic Investments Inc. (collectively, the “Debtors”).

B. Pursuant to an Order of the Court dated December 16, 2021 (the “Approval and Vesting Order”), the Court approved the Contract of Purchase and Sale dated November 17, 2021 and addenda (collectively, the “Sale Agreement”) between the Receiver and Akhler Zeb Khan and Shaheen Kahn, Tenants in Common (the “Purchasers”) and provided for the vesting in the Purchasers of all of the right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Section 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

Current to August 1, 2015

~~[Note: Specifically list legal titles if Real Property]~~

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in Section 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at Vancouver, BC this _____ day of _____,
_____.

MNP Ltd.
in its capacity as Receiver and Manager of certain
assets, undertakings and properties of the Debtors
and not in its personal capacity

Per: _____

Schedule C – Purchased Assets

25141 DEWDNEY TRUNK ROAD, MAPLE RIDGE, B.C.

PARCEL IDENTIFIER: 011-016-272
LOT 3 SECTION 23 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 4023

Schedule D – Claims to be deleted/expunged from title to Real Property

<u>Nature of Charge</u>	<u>Registration No.</u>
<u>Securities Act Charge</u>	<u>BB3013226</u>
<u>Judgment</u> <u>Farm Credit Canada</u>	<u>CA6365586, renewed</u> <u>by CA7639428 and</u> <u>CA983909</u>
<u>Judgment</u> <u>Farm Credit Canada</u>	<u>CA6365587, renewed</u> <u>by CA7639427 and</u> <u>CA9183886</u>
<u>Judgment</u> <u>British Columbia Securities Commission</u>	<u>CA6591432, renewed</u> <u>by CA7978405</u>
<u>Judgment</u> <u>Her Majesty the Queen in Right of Canada</u>	<u>CA7837829</u>
<u>Injunction</u> <u>British Columbia Securities Commission</u>	<u>CA7859608</u>

Schedule GE – Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

1. ←*

NO. S-
198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BRITISH COLUMBIA SECURITIES
COMMISSION

PETITIONER

AND:

SIU MUI "DEBBIE" WONG
SIU KON "BONNIE" SOO
ORIGIN BUSINESS PARK INC. formerly
known as WHEATLAND INDUSTRIAL PARK
INC.
1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.

RESPONDENTS

BC MODEL APPROVAL AND VESTING ORDER

EXPLANATORY NOTES

B.C. Model Insolvency Order Committee
Vancouver, British Columbia

~~These Notes are to be read together with the new Model Approval and Vesting Order developed by the B.C. Model Insolvency Order Committee (as described below).~~

~~[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. In the past, the Land Title Office has been unwilling to vest off interests without proof that certain parties have been served. Accordingly, it is recommended that the Order itself reflect service on all parties whose interests are to be removed from title.~~

~~[2] If the Purchased Assets include real property, counsel will need to describe the Purchaser in accordance with how it wishes to be described on title — including Purchaser's full name, incorporation details if applicable, address, joint tenancy, etc.~~

~~[3] Section 247 of the Bankruptcy and Insolvency Act, section 68(2) of the British Columbia Personal Property Security Act and the relevant case authorities provide that the Receiver has a duty to ensure that any sale of assets is commercially reasonable. Accordingly, it has become the practice of Receivers and their counsel to seek a declaration of the Court that a particular asset sale is commercially reasonable. The Receiver and its counsel should ensure that there is sufficient evidence to enable the Court to make a finding that the transaction to be approved is commercially reasonable, including without limitation evidence as to marketing and any appraisals.~~

~~[4] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~[5] To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically~~

described in a schedule. Some judges prefer to have the Sale Agreement itself appended as a schedule to the Order.

[6] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the BCMIOC's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

[7] The Order is not intended to relieve the Debtor, the Receiver or any Purchaser of any applicable statutory or regulatory requirements arising on the transfer of the Purchased Assets (for example, complying with Forest Act requirements in respect of the transfer of a license such as a Forest License).

[8] This provision is required if the Purchased Assets include real property. In addition, in some cases, it is appropriate to provide that the Petitioner or Plaintiff provide a release of its Certificate of Pending Litigation.

[9] The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds". In some cases, it may be appropriate to direct the Receiver to pay certain claims, such as, for example, to secured creditors where there is no issue as to priority.

[10] This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to

~~the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

~~[4.1] The Receiver and Purchaser should take care to act under this provision with respect to the Purchased Assets only.~~

Action No. _____

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

{PLAINTIFF(S)/PETITIONER(S)}

Plaintiff(s)/Petitioner(s)

—and—

{DEFENDANT(S)/RESPONDENT(S)}

Defendant(s)/Respondent(s)

AND:

Action No. _____

Estate No. _____

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
{THE DEBTOR(S)}

B-C MODEL APPROVAL AND VESTING ORDER



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, BC, V6C 3L2
Phone: (604) 631-9145
Attention: William L. Roberts
Email: wroberts@lawsonlundell.com