



NO. S198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF
SECTION 179.1 (FORMERLY SECTION 152)
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 "Applicant" or the "Receiver"), in its capacity as receiver, without security, of certain assets 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. (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
 3311 Barmond Avenue
 Richmond, BC V7E 1A1
siukonsoo@gmail.com

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

Respondent, Kwok Kie Soo
 3311 Barmond Avenue
 Richmond, BC V7E 1A1
kwokiesoo@gmail.com

Chen and Leung
 Barristers and Solicitors
 Unit 1530 1200 - West 73rd Avenue
 Vancouver, BC V6B 1Z6
aleung@cclawyers.ca

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

DYMI Investments Ltd.
 c/o Joseph G. Oppenheim
 Stones Carbert Waite LLP
 200 Encor Place, 645 – 7th Avenue SW
 Calgary, AB T2P 4G8
oppenheim@carbertwaite.com

Plaintiffs in Action S-134693
 c/o Mark Pontin
 Fasken Martineau DeMoulin LLP
 2900-550 Burrard Street
 Vancouver, BC V6C 0A3
mpontin@fasken.com

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

Respondent, D & E Arctic Investments Inc.
 c/o Debbie Wong in her capacity as Director
 of D & E Arctic Investments Inc.
 16863 58A Avenue
 Surrey, BC V3S 8P1
debbie16863@hotmail.com

**Respondent, Austin Wong and Derek
 Wong in their capacities as joint executors
 of the Estate of Gilbert Wong**
 c/o Lindsay Kenney LLP
 Suite 1800, 401 West Georgia Street
 Vancouver, B.C. V6B 5A1
 Attention: J. Reilly Pollard
RPollard@lklaw.ca

**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

1305402 Inc.
 c/o Brad J. Findlater
 James McCall Panunto
 300-444, 5th Avenue S.W.
 Calgary, AB T2P 2T8
bfindlater@jmp-legal.com

Plaintiffs in Action S-139102
 c/o Winston Kam
 Remedios & Company
 1010-1030 W Georgia Street, Vancouver,
 BC V6E 2Y3
wkam@remediosandcompany.com

Plaintiffs in Action S-149050

c/o Glen Forrester
 Forrester & Company
 Suite 600, Randall Building
 555 W Georgia St.
 Vancouver, BC V6B 1Z6
gforrester@forresterbarristers.com
bettywu7925@gmail.com
isayml@icloud.com
i_leung@shaw.ca
Bill.h.fong@gmail.com
doublecolourtile@hotmail.com

D & C Atlantic Investments Inc
c/o Debbie Wong, in her capacity as a senior officer of D & C Atlantic Investments Inc.
 16863 -58A Avenue
 Surrey, BC V3S8P1
debbie16863@hotmail.com

Ngai Woon Chow
 c/o Lana K.L. Li
 Kornfeld LLP
 1100 One Bentall Centre
 505 Burrard Street, Box 11
 Vancouver, BC V7X 1M5
lli@kornfeldllp.com

1376472 Alberta Ltd.
c/o Debbie Wong, in her capacity as a senior officer of 1376472 Alberta Ltd.
 16863 -58A Avenue
 Surrey, BC V3S8P1
debbie16863@hotmail.com

1342558 Alberta Inc.
Austin Wong in his capacity as Director of 1342558 Alberta Inc.
 56 – 6747 203 Street
 Langley, BC V2Y 3B5

Guang Ming Benediction Ltd.
Tzong Yow Jacky Hung
Sharon Woan Rong Lee

c/o Derek Young
 Gowling WLG
 #2300, 550 Burrard Street
 Vancouver, BC V6C 2B5
Derek.Young@gowlingwlg.com

0793751 BC Ltd.
 c/o Its Registered Office
 16863 58A Avenue
 Surrey, BC V3S 8P1

0765306 B.C. Ltd.
 c/o Registered Office
 16863 – 58A Avenue
 Surrey, BC V3S 8P1

0879932 B.C. Ltd.
 c/o Its Registered Office
 16863 58A Avenue
 Surrey, BC V3S 8P1

0790333 B.C. Ltd.
 c/o Its Registered Office
 Suite 205, 15240 – 56 Avenue
 Surrey, BC V3S 5K7

0745188 B.C. Ltd.
Justin Soo in his capacity as Director of 0745188 B.C. Ltd.
 3311 Barmond Avenue
 Richmond, BC V7E 1A1

0774238 B.C. Ltd.
 c/o Its Registered Office
 16863 58A Avenue
 Surrey, BC V3S 8P1

New City Enterprises Ltd.
 c/o Its Registered Office
 501 – 1195 West Broadway
 Vancouver, BC V6H 3X5

Non-Party, HSBC Bank Canada
 c/o Legal Orders Department
 885 West Georgia Street
 Vancouver, BC V6C 3G1

hbc legal.orders@hsbc.ca

1192657 Alberta Ltd.
 c/o Austin Wong in his capacity as Director
 of
1192657 Alberta Inc.
 56 – 6747 203 Street
 Langley, BC V2Y 3B5

**Non-Party, HSBC Investment Funds
 (Canada) Inc.**
 c/o Head Office
 Legal Department, HSBC Bank Canada
 3rd Floor, 885 West Georgia Street
 Vancouver, BC V6C 3E9

hbc legal.orders@hsbc.ca

TAKE NOTICE that an application will be made by the Applicant to Chief Justice Hinkson at the Courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on Wednesday, the 29th day of June, 2022 at 9:00 a.m., for the orders set out in Part 1 below

Part 1: ORDERS SOUGHT

1. Within 30 days of the variation of the Mareva Order originally pronounced on December 2, 2014 in British Columbia Supreme Court Action S-149050 (the “**Mareva Order**”) and release of British Columbia Securities Commission Orders to Freeze Property issued on September 26, 2013 (COR#13/154) and February 3, 2017 (COR#2017/12) (the “**Freeze Orders**”), HSBC Investment Funds (Canada) Inc. (the “**HSBC Investment**”) shall remit to the Receiver all money belonging to the Debtors in the following account:

HSBC Investment Funds (Canada) Inc.	3 rd Floor, 885 West Georgia Street, Vancouver BC	5079744 (RRSP)	Debbie Wong
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(the “**RRSP Account**”).

2. The deadline in paragraph 1 may be extended by consent of the Receiver or further order of this Honourable Court.

3. An order further amending and restating the order pronounced herein on October 3, 2019 as amended on August 27, 2021 (the “**Amended Receivership Order**”) in substantially the form attached hereto as **Schedule “A”**, with a blackline comparing to the Amended Receivership Order attached hereto as **Schedule “B”**.

Part 2: FACTUAL BASIS

Overview

1. The Receiver was appointed by the Court to assist the British Columbia Securities Commission with the orderly recovery and distribution of funds to investors who were defrauded by the Defendants. The liability and sanctions decisions are available on CanLII at *Re Wong*, 2016 BCSECCOM 208 (Liability Decision) and *Re Wong*, 2017 BCSECCOM 57 (Sanctions Decision).

The Receivership

2. On October 3, 2019, the Commission sought and obtained an order appointing MNP Ltd. as the Receiver, without security, of certain assets, undertakings, and property of the Debtors (the “**Receivership Order**”) in *British Columbia Securities Commission v. Siu Mui “Debbie” Wong et al*, SCBC Vancouver Registry No. S198522 (the “**Receivership**”).
3. On August 27, 2021, the Receiver sought and obtained the Amended Receivership Order. The Receiver has realized on the Debtors’ interests in a number of the assets listed in Schedule “B” of the Amended Receivership Order, including but not limited to funds in various accounts belonging to the Debtors.
4. On May 26, 2022, Lawson Lundell LLP received a letter from HSBC Bank Canada advising that the RRSP Account was held by HSBC Investments, which is a distinct legal entity from HSBC Bank Canada. The RRSP Account is exigible in accordance with s. 71.3(e) of the *Court Order Enforcement Act*, R.S.B.C. c. 78 (the “**COEA**”).

Variation of Receivership Order

5. The Receiver seeks an order amending and restating the Amended Receivership Order to change the name of the custodian of the RRSP Account from HSBC Bank Canada to HSBC Investment. In addition, the Receiver proposes a revision to the title and paragraph 3 to cite s. 179.1 of the *Securities Act*, RSBC 1996, c. 418 (formerly s. 152).

Order Remitting Funds to Receiver

6. The RRSP Account is presently subject to the Mareva Order and the Freeze Orders. The Receiver has set an application to vary the Mareva Order on seeking an order that it no longer applies to the Debtors’ funds in the RRSP Account.
7. Upon variation of the Mareva Order, the Receiver will request that the Commission consent to a variation of the Freeze Orders.

Part 3: LEGAL BASIS

1. The Applicant relies on the *COEA*, the Amended Receivership Order, the *Supreme Court Civil Rules*, in particular Rule 13-1(19), and the common law.
2. Paragraph 37 of the Amended and Restated Receivership Order provides that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
3. Section 71.3(2) of the *COEA* provides that all property in a registered plan (such as an RRSP) is exempt from any enforcement process.
4. But, s. 71.3(3)(e) of the *COEA* provides that s. 71.3(2) “does **not** apply to an enforcement process arising from an order made under the *Securities Act*” [emphasis added]. The definition of “enforcement process” includes, among other things, “any other remedy or legal process to enforce payment of a debt.” This receivership is an enforcement process utilized by the Commission to facilitate the payment of debts, namely the disgorgement orders and administrative penalties issued to the Debtors, which total approximately \$20 million.

Part 4: MATERIAL TO BE RELIED ON

1. The pleadings and processes filed herein;
2. The Amended Receivership Order, pronounced on August 27, 2021;
3. The First Report to the Court, filed on April 12, 2022;
4. Affidavit #9 of Linda Alexander, sworn May 26, 2022; and
5. Such further and other materials as counsel may advise and this Honourable Court may accept.

The Applicant estimates that the application will take 10 minutes.

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

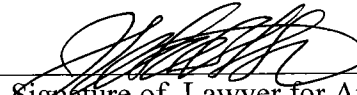
TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this Application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- a. file an Application Response in Form 33,
- b. file the original of every Affidavit, and of every other document, that
 - i. you intend to refer to at the hearing of this Application, and
 - ii. has not already been filed in the proceeding, and

- c. serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
- i. a copy of the filed Application Response;
 - ii. a copy of each of the filed Affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - iii. if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date:

June 14, 2022



Signature of Lawyer for Applicant
Joel Schachter

This Notice of Application is filed by Joel Schachter, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.

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: amend receivership order and order remitting funds from debtor's account to the Receiver.

SCHEDULE "A"
TO NOTICE OF APPLICATION

NO. S198522
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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) WEDNESDAY, THE 29TH
CHIEF JUSTICE HINKSON)
)
) DAY OF JUNE, 2022

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*, at Vancouver, British Columbia, on June 29, 2022; AND ON HEARING Joel Schachter, counsel for the Receiver, and no one appearing for the Petitioner or the Respondents or the Interested Parties, although duly served; AND UPON READING the material filed, including the Affidavit #9 of Linda Alexander sworn herein on May 26, 2022;

THIS COURT ORDERS AND DECLARES that:

1. This Second Amended and Restated Receivership Order amends and restates Paragraph 2, Schedule "A", Schedule "B" and Schedule "D" of the Order of this Court entered in these proceedings on August 22, 2021 (the "**Amended Receivership Order**").

APPOINTMENT

2. Pursuant to section 179.1 of the *Securities Act*, MNP Ltd. is appointed Receiver, without security, of the following assets, undertakings and property of the Debtors, including all proceeds therefrom:
- a) Any of the Debtors' interests in the real property identified on Schedule "B" hereto, whether registered, legal or beneficial, and whether held singly or jointly with any other person;
 - b) Any of the Debtors' interests in the funds and accounts identified on Schedule "B" hereto, whether legal or beneficial, and whether held singly or jointly with any other person;
 - c) Any of the Debtors' interests in the securities and corporations identified on Schedule "B" hereto, whether legal or beneficial, and whether held singly or jointly with any other person;
 - d) Any of the Debtors' interests in the trust property identified on Schedule "B" hereto, whether registered, legal or beneficial, and whether held singly or jointly with any other person;

but excluding the securities listed on Schedule "C"

(collectively the "**Property**")

3. The Petitioner or Receiver are at liberty to make application to this Court to amend the definition of Property herein to expand or increase the assets over which the Receiver has been appointed.

RECEIVER'S POWERS

4. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following in relation to the Property where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of

business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) relating to the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) market any or all of the Property, or any and all of the real properties listed on Schedule "B", in their entirety, including the interest of the debtor and any other registered owner or owners (the "Real Properties"), including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) sell, convey, transfer, lease, assign or otherwise dispose of the Property, including the entirety of the Real Properties, or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$1 million; and

- (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the Personal Property Security Act, R.S.B.C. 1996, c. 359 shall not be required;

- (m) apply for any vesting order or other orders necessary to convey the Property, including the entirety of the Real Properties, or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, director, partnership, limited partnership, joint venture or other rights which the Debtors may have;
- (s) to investigate whether any of the Debtors have any interest in any other personal property or real property; and,
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property, or any additional real or personal property in which any of the Debtors have an interest, and shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
6. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
7. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

10. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the *Bankruptcy and Insolvency Act* (the “**BIA**”), (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

12. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

13. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering

with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

16. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the

alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
18. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
19. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
20. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

21. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or

- (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

22. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
23. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
24. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
26. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
28. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

29. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

30. The Receiver shall establish and maintain a website in respect of these proceedings at: <https://mnpdebt.ca/en/corporate/corporate-engagements/siu-mui-debbie-wong-siu-kon-bonnie-soo-origin-business-park-inc> (the "**Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
31. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as **Schedule "D"** (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
32. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
33. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials

to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

34. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
35. The Receiver and its counsel are authorized to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

36. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
37. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
38. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
39. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, 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 such courts, tribunals and regulatory and administrative bodies are 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.
40. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance

in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

APPROVED BY:

JOEL SCHACHTER
Counsel for the Applicant

BY THE COURT

DISTRICT REGISTRAR

Annexure A – List of Appearing Parties

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

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the **Receiver** (the "**Receiver**") of all of the assets, undertakings and properties 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. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the 3rd day of October, 2019, (the "**Order**") made in SCBC Action No. S198522, as amended by the Restated and Amended Receivership Order dated August 27, 2021, and further amended by the Second Restated and Amended Receivership Order dated June 29, 2022, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded _____ [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20____.

MNP Ltd., solely in its capacity as Receiver
of the Property, and not in its personal
capacity

Per:
Name:
Title:

SCHEDULE "B"

REAL PROPERTY

Civic address	Legal description	Registered owners
25141 Dewdney Trunk Rd, Maple Ridge	PID: 011-016-272 Lot 3 Section 23 Township 12 NWD Plan 4023	Debbie Wong and Gilbert Wong (2/16 as joint tenants) Bonnie Soo and Kwok Kie Soo (2/16 as joint tenants) Hilton Wing Chong Sue and Becky Ting Chang Luk (2/16 as joint tenants) Sandy Wee Chyiu Mar (1/16) Ritchie Roy Sue (1/16) 0765311 B.C. Ltd. (2/16) 0760251 B.C. Ltd. (2/16) 0765994 B.C. Ltd. (2/16) 0765316 B.C. Ltd. (2/16)
7192 – 120 St, Surrey, B.C. (also described as 12008 72 Ave, Surrey, BC)	PID: 000-616-583 Lot A Except: Part on Statutory Right Of Way Plan 83439, Section 18 Township 2 NWD Plan 10691	Debbie Wong and (1/4) Gilbert Wong (1/4) Ngai Woon Chow (1/2)
26678 100 Ave, Maple Ridge, B.C.	PID: 006-983-391 East Half Lot 13 Section 6 Township 15 NWD Plan 2721	Debbie Wong and Wai Hung Wong (1/4 as joint tenants) Chen Liang Tao and Jae Wan Chow (1/4 as joint tenants) Danny Chow, Executor of Will of Ngai Mo Chow, Deceased (1/4) Ngai Fung Chow and Sau Lan Chow (1/4 as joint tenants)
16863 58A Ave, Surrey, B.C.	PID: 018-997-554 Lot 4 Section 7 Township 8 NWD Plan LMP19441	Debbie Wong and Siu Mui Wong (as joint tenants)
Proceeds of sale (\$204,015) held in trust by Owen Bird LLP, Vancouver, BC for: 33136 Dewdney Trunk Road, Mission	PID: 011-946-288 Lot 1 Except Parcel A (Reference Plan 10352) Section 33 Township 17 New Westminster District Plan 1072	Debbie Wong (1/4) Bonnie Soo (1/4) Kwok Kie Soo (1/4) Gilberta Wai Hung Wong (1/4)
Proceeds of sale (\$38,543.10) held in trust with Colin Wong Barrister & Solicitor & Notary Public, Edmonton, AB for: 11456 Jasper Avenue, Edmonton, Alberta		1342565 Alberta Inc. (Debbie Wong) (1/2) New City Enterprises (Bonnie Soo) (1/2)
Proceeds from sale (\$27,520) held in trust with conveyance lawyer for: Property located in Alberta		0774238 BC. Ltd. (Bonnie Soo)
Proceeds from sale (\$20,585.40) held in trust with conveyance lawyer for: Property located in Alberta		D&C Atlantic Investments Inc.
Proceeds from sale (\$281,711) paid into Court in <i>1305402 Alberta Inc. v. 0774238 B.C. Ltd.</i> ; A.B.Q.B. Action No. 1801-07295 for the "Rocky View Lands"	Meridian 4 Range 27 Township 23 Section 32 Quarter SW Containing 54.7 hectares (160 acres) More or Less excepting thereout: Hectares (Acres) More or Less A) Plan 9211808 Descriptive 2.64 (6.52) excepting thereout all mines and minerals	

BANK ACCOUNTS

Financial Institution	Branch Address	Account Number	Account holders
Royal Bank of Canada	400 Main Street, Vancouver	07120-5000914	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, B.C.	07120-5522321	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120-5522339	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120-5526959	Debbie Wong
HSBC Investment Funds (Canada) Inc.	3 rd FL 885 West Georgia Street, Vancouver, BC	5079744 (RRSP)	Debbie Wong
HSBC Bank Canada	608 Main Street, Vancouver, BC	6Y-D6Y9-S (Invest Direct RRSP)	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	044944726 (RESP)	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	884758822 (RESP)	Debbie Wong
Vancouver City Savings Credit Union	Unit H120-15795 Croydon Drive, Surrey, BC	14233 (Branch 70)	Debbie Wong
CIBC Account No.	20069 64 Avenue, Langley, BC	00720-7588836	Debbie Wong
The Toronto-Dominion Bank		91940 004 91945246385	1342565 Alberta Inc.
Royal Bank of Canada	400 Main Street, Vancouver, BC	7120-5524988	Bonnie Soo
Royal Bank of Canada	2208 West 41 st Avenue, Vancouver, BC	06800-5266051	Bonnie Soo
Vancouver City Savings Credit Union	100 – 20055 Willowbrook Drive, Langley, BC	191700 (Branch 23)	Bonnie Soo
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 7003908 (USD Personal Account)	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5522339	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5526959	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	01110 5001185	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	02880-5164348	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5039938	Bonnie Soo
The Toronto-Dominion Bank	900 West King Edward, Vancouver, BC	9466 6326743	Bonnie Soo
The Toronto-Dominion Bank	900 West King Edward Avenue, Vancouver, BC	9466 6332522	Bonnie Soo
G&F Financial Group	500 – 6456 176 th Street, Surrey, B.C.	100010410506	Siu Mui Wong

Royal Bank of Canada	Unknown	26686955	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5046834	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5462015	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 0754786	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 4502514	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 5056197	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 5060371	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 7024581	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 7003908	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 8500001	Bonnie Soo
Royal Bank of Canada	611 - 650 West 41st Avenue, Vancouver, BC	07360 5127162	Debbie Wong
HSBC Bank Canada	681 Main Street, Vancouver, BC	080 148271-150	Debbie Wong
HSBC Bank Canada	681 Main Street, Vancouver, BC	080 061990-150	Debbie Wong
HSBC Bank Canada	681 Main Street, Vancouver, BC	080 061990-203	Debbie Wong
HSBC Bank Canada	681 Main Street, Vancouver, BC	320-891178-001	1300302 Alberta Inc.
HSBC Bank Canada	681 Main Street, Vancouver, BC	320-891178-002	1300302 Alberta Inc.
Toronto Dominion Bank	2100 – 3779 Sexsmith Road, Richmond, BC V6X 3Z9	9713 6375420	Debbie Wong

SHAREHOLDINGS

Corporate Entity	
1342565 Alberta Inc.	Debbie Wong (100%)
D & E Arctic Investments Inc.	Debbie Wong (50%)
D & C Atlantic Investments Inc.	Debbie Wong (50%)
0793751 BC Ltd.	Debbie Wong (100%)
0765306 B.C. Ltd.	Debbie Wong (50%)
1376472 Alberta Ltd.	Debbie Wong (50%)
0879932 B.C. Ltd.	Debbie Wong (50%)
1300302 Alberta Inc. Joint Venture	Bonnie Soo
Wheatland Industrial Park Joint Venture	Debbie Wong and Bonnie Soo
0790333 B.C. Ltd.	Bonnie Soo (100%)
0745188 B.C. Ltd.	Bonnie Soo (50%)
0774238 B.C. Ltd.	Bonnie Soo (50%)
1192657 Alberta Ltd.	Bonnie Soo (50%)
1342558 Alberta Inc.	Bonnie Soo (50%)
New City Enterprises Ltd.	Bonnie Soo (100%)

SCHEDULE "C"

The following units in the Wheatland Joint Venture:

Unit Holder	Number of Units
0793751 B.C. Ltd.	5
0790333 B.C. Ltd.	5
1386448 Alberta Ltd.	13.5
0774236 B.C. Ltd.	5
0774231 B.C. Ltd.	5
0774240 B.C. Ltd.	5
0774244 B.C. Ltd.	5
TOTAL	43.5

SCHEDULE "D"

Demand for Notice

TO: **British Columbia Securities Commission**
c/o Lawson Lundell LLP
Attention: William L. Roberts
Email: wroberts@lawsonlundell.com

AND TO: **MNP Ltd.**
c/o Lawson Lundell LLP
Attention: Patty Wood
Email: Patty.Wood@mnp.ca

Re: **In the matter of the Section 179.1 of the *Securities Act*, RSBC 1996, C. 418
Between British Columbia Securities Commission (Petitioner) and Siu "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.**

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

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

AMENDED AND RESTATED RECEIVERSHIP ORDER



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, B.C., V6C 3L2
Phone: (604) 631-9145
Email: jschachter@lawsonlundell.com

SCHEDULE "B"
TO NOTICE OF APPLICATION

NO. S198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF
SECTION ~~452~~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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)	FRIDAY WEDNESDAY , THE 27TH <u>29TH</u>
)	
MADAM CHIEF JUSTICE)	
HORSMAN HINKSON)	DAY OF AUGUST, 2021 <u>JUNE, 2022</u>

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*, at Vancouver, British Columbia, on ~~August 27, 2021~~June 29, 2022; AND ON HEARING Joel Schachter, counsel for the Receiver, and no one appearing for the Petitioner or the Respondents or the Interested Parties, although duly served; AND UPON READING the material filed, including the ~~Second Affidavit #9 of the Patty Wood Linda Alexander~~ sworn herein on July 29, 2021 (the "**Receiver's Second Affidavit**")May 26, 2022;

THIS COURT ORDERS AND DECLARES that:

1. This Second Amended and Restated Receivership Order amends and restates ~~Paragraphs 3(k), (l) and (m), Paragraph 29, Paragraph 30,~~ Schedule "A", Schedule "B" and Schedule "D" of the Order of this Court entered in these proceedings on ~~October 3, 2019~~ August 22, 2021 (the "Amended Receivership Order").

APPOINTMENT

2. Pursuant to section ~~152~~179.1 of the *Securities Act*, MNP Ltd. is appointed Receiver, without security, of the following assets, undertakings and property of the Debtors, including all proceeds therefrom:
 - a) Any of the Debtors' interests in the real property identified on Schedule "B" hereto, whether registered, legal or beneficial, and whether held singly or jointly with any other person;
 - b) Any of the Debtors' interests in the funds and accounts identified on Schedule "B" hereto, whether legal or beneficial, and whether held singly or jointly with any other person;
 - c) Any of the Debtors' interests in the securities and corporations identified on Schedule "B" hereto, whether legal or beneficial, and whether held singly or jointly with any other person;
 - d) Any of the Debtors' interests in the trust property identified on Schedule "B" hereto, whether registered, legal or beneficial, and whether held singly or jointly with any other person;

but excluding the securities listed on Schedule "C"

(collectively the "**Property**")

3. The Petitioner or Receiver are at liberty to make application to this Court to amend the definition of Property herein to expand or increase the assets over which the Receiver has been appointed.

RECEIVER'S POWERS

4. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following in relation to the Property where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of

Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;

- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) relating to the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) market any or all of the Property, or any and all of the real properties listed on Schedule "B", in their entirety, including the interest of the debtor and any other registered owner or owners (the "Real Properties"), including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) sell, convey, transfer, lease, assign or otherwise dispose of the Property, including the entirety of the Real Properties, or any part or parts thereof out of the ordinary course of business:

- (i) without the approval of this Court in respect of a single transaction for consideration up to \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$1 million; and
- (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the Personal Property Security Act, R.S.B.C. 1996, c. 359 shall not be required;

- (m) apply for any vesting order or other orders necessary to convey the Property, including the entirety of the Real Properties, or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, director, partnership, limited partnership, joint venture or other rights which the Debtors may have;
- (s) to investigate whether any of the Debtors have any interest in any other personal property or real property; and,
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property, or any additional real or personal property in which any of the Debtors have an interest, and shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
6. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
7. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

10. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the *Bankruptcy and Insolvency Act* (the “**BIA**”), (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

12. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

13. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering

with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

16. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the

alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
18. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
19. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
20. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

21. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or

- (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

- 22. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 23. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
- 24. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

- 25. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 26. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
28. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

29. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

30. The Receiver shall establish and maintain a website in respect of these proceedings at: <https://mnpdebt.ca/en/corporate/corporate-engagements/siu-mui-debbie-wong-siu-kon-bonnie-soo-origin-business-park-inc> (the "**Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
31. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as **Schedule "D"** (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
32. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
33. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials

to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

34. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
35. The Receiver and its counsel are authorized to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

36. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
37. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
38. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
39. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, 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 such courts, tribunals and regulatory and administrative bodies are 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.
40. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance

in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

APPROVED BY:

JOEL SCHACHTER
Counsel for the Applicant

BY THE COURT

DISTRICT REGISTRAR

Annexure A – List of Appearing Parties

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

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that **MNP Ltd.**, the **Receiver** (the "**Receiver**") of all of the assets, undertakings and properties 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. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the 3rd day of October, 2019, (the "**Order**") made in SCBC Action No. S198522, as amended by the Restated and Amended Receivership Order dated _____, August 27, 2021, and further amended by the Second Restated and Amended Receivership Order dated June 29, 2022, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded _____ [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20____.

MNP Ltd., solely in its capacity as Receiver
of the Property, and not in its personal
capacity

Per:
Name:
Title:

SCHEDULE "B"

REAL PROPERTY

Civic address	Legal description	Registered owners
25141 Dewdney Trunk Rd, Maple Ridge	PID: 011-016-272 Lot 3 Section 23 Township 12 NWD Plan 4023	Debbie Wong and Gilbert Wong (2/16 as joint tenants) Bonnie Soo and Kwok Kie Soo (2/16 as joint tenants) Hilton Wing Chong Sue and Becky Ting Chang Luk (2/16 as joint tenants) Sandy Wee Chyiu Mar (1/16) Ritchie Roy Sue (1/16) 0765311 B.C. Ltd. (2/16) 0760251 B.C. Ltd. (2/16) 0765994 B.C. Ltd. (2/16) 0765316 B.C. Ltd. (2/16)
7192 – 120 St, Surrey, B.C. (also described as 12008 72 Ave, Surrey, BC)	PID: 000-616-583 Lot A Except: Part on Statutory Right Of Way Plan 83439, Section 18 Township 2 NWD Plan 10691	Debbie Wong and (1/4) Gilbert Wong (1/4) Ngai Woon Chow (1/2)
26678 100 Ave, Maple Ridge, B.C.	PID: 006-983-391 East Half Lot 13 Section 6 Township 15 NWD Plan 2721	Debbie Wong and Wai Hung Wong (1/4 as joint tenants) Chen Liang Tao and Jae Wan Chow (1/4 as joint tenants) Danny Chow, Executor of Will of Ngai Mo Chow, Deceased (1/4) Ngai Fung Chow and Sau Lan Chow (1/4 as joint tenants)
16863 58A Ave, Surrey, B.C.	PID: 018-997-554 Lot 4 Section 7 Township 8 NWD Plan LMP19441	Debbie Wong and Siu Mui Wong (as joint tenants)
Proceeds of sale (\$204,015) held in trust by Owen Bird LLP, Vancouver, BC for: 33136 Dewdney Trunk Road, Mission	PID: 011-946-288 Lot 1 Except Parcel A (Reference Plan 10352) Section 33 Township 17 New Westminster District Plan 1072	Debbie Wong (1/4) Bonnie Soo (1/4) Kwok Kie Soo (1/4) Gilberta Wai Hung Wong (1/4)
Proceeds of sale (\$38,543.10) held in trust with Colin Wong Barrister & Solicitor & Notary Public, Edmonton, AB for: 11456 Jasper Avenue, Edmonton, Alberta		1342565 Alberta Inc. (Debbie Wong) (1/2) New City Enterprises (Bonnie Soo) (1/2)
Proceeds from sale (\$27,520) held in trust with conveyance lawyer for: Property located in Alberta		0774238 BC. Ltd. (Bonnie Soo)
Proceeds from sale (\$20,585.40) held in trust with conveyance lawyer for: Property located in Alberta		D&C Atlantic Investments Inc.
Proceeds from sale (\$281,711) paid into Court in <i>1305402 Alberta Inc. v. 0774238 B.C. Ltd.</i> ; A.B.Q.B. Action No. 1801-07295 for the "Rocky View Lands"	Meridian 4 Range 27 Township 23 Section 32 Quarter SW Containing 54.7 hectares (160 acres) More or Less excepting thereout: Hectares (Acres) More or Less A) Plan 9211808 Descriptive 2.64 (6.52) excepting thereout all mines and minerals	

BANK ACCOUNTS

Financial Institution	Branch Address	Account Number	Account holders
Royal Bank of Canada	400 Main Street, Vancouver	07120-5000914	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, B.C.	07120-5522321	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120-5522339	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120-5526959	Debbie Wong
<u>HSBC Bank-Investment Funds (Canada) Inc.</u>	<u>608 Main^{3rd} FL 885 West Georgia Street, Vancouver, BC</u>	5079744 (RRSP)	Debbie Wong
HSBC Bank Canada	608 Main Street, Vancouver, BC	6Y-D6Y9-S (Invest Direct RRSP)	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	044944726 (RESP)	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	884758822 (RESP)	Debbie Wong
Vancouver City Savings Credit Union	Unit H120-15795 Croydon Drive, Surrey, BC	14233 (Branch 70)	Debbie Wong
CIBC Account No.	20069 64 Avenue, Langley, BC	00720-7588836	Debbie Wong
The Toronto-Dominion Bank		91940 004 91945246385	1342565 Alberta Inc.
Royal Bank of Canada	400 Main Street, Vancouver, BC	7120-5524988	Bonnie Soo
Royal Bank of Canada	2208 West 41 st Avenue, Vancouver, BC	06800-5266051	Bonnie Soo
Vancouver City Savings Credit Union	100 – 20055 Willowbrook Drive, Langley, BC	191700 (Branch 23)	Bonnie Soo
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 7003908 (USD Personal Account)	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5522339	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5526959	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	01110 5001185	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	02880-5164348	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5039938	Bonnie Soo
The Toronto-Dominion Bank	900 West King Edward, Vancouver, BC	9466 6326743	Bonnie Soo
The Toronto-Dominion Bank	900 West King Edward Avenue, Vancouver, BC	9466 6332522	Bonnie Soo
G&F Financial Group	500 – 6456 176 th Street,	100010410506	Siu Mui Wong

	Surrey, B.C.		
Royal Bank of Canada	Unknown	26686955	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5046834	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5462015	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 0754786	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 4502514	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 5056197	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 5060371	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 7024581	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 7003908	Debbie Wong
Royal Bank of Canada	17931 56th Avenue, Surrey, BC	01110 8500001	Bonnie Soo
Royal Bank of Canada	611 - 650 West 41st Avenue, Vancouver, BC	07360 5127162	Debbie Wong
HSBC Bank Canada	681 Main Street, Vancouver, BC	080 148271-150	Debbie Wong
HSBC Bank Canada	681 Main Street, Vancouver, BC	080 061990-150	Debbie Wong
HSBC Bank Canada	681 Main Street, Vancouver, BC	080 061990-203	Debbie Wong
HSBC Bank Canada	681 Main Street, Vancouver, BC	320-891178-001	1300302 Alberta Inc.
HSBC Bank Canada	681 Main Street, Vancouver, BC	320-891178-002	1300302 Alberta Inc.
Toronto Dominion Bank	2100 - 3779 Sexsmith Road, Richmond, BC V6X 3Z9	9713 6375420	Debbie Wong

SHAREHOLDINGS

Corporate Entity	
1342565 Alberta Inc.	Debbie Wong (100%)
D & E Arctic Investments Inc.	Debbie Wong (50%)
D & C Atlantic Investments Inc.	Debbie Wong (50%)
0793751 BC Ltd.	Debbie Wong (100%)
0765306 B.C. Ltd.	Debbie Wong (50%)
1376472 Alberta Ltd.	Debbie Wong (50%)
0879932 B.C. Ltd.	Debbie Wong (50%)
1300302 Alberta Inc. Joint Venture	Bonnie Soo
Wheatland Industrial Park Joint Venture	Debbie Wong and Bonnie Soo
0790333 B.C. Ltd.	Bonnie Soo (100%)
0745188 B.C. Ltd.	Bonnie Soo (50%)
0774238 B.C. Ltd.	Bonnie Soo (50%)
1192657 Alberta Ltd.	Bonnie Soo (50%)
1342558 Alberta Inc.	Bonnie Soo (50%)
New City Enterprises Ltd.	Bonnie Soo (100%)

SCHEDULE "C"

The following units in the Wheatland Joint Venture:

Unit Holder	Number of Units
0793751 B.C. Ltd.	5
0790333 B.C. Ltd.	5
1386448 Alberta Ltd.	13.5
0774236 B.C. Ltd.	5
0774231 B.C. Ltd.	5
0774240 B.C. Ltd.	5
0774244 B.C. Ltd.	5
TOTAL	43.5

SCHEDULE "D"

Demand for Notice

TO: **British Columbia Securities Commission**
c/o Lawson Lundell LLP
Attention: William L. Roberts
Email: wroberts@lawsonlundell.com

AND TO: **MNP Ltd.**
c/o Lawson Lundell LLP
Attention: Patty Wood
Email: Patty.Wood@mnp.ca

Re: **In the matter of the Section 152179.1 of the *Securities Act*, RSBC 1996, C. 418
Between British Columbia Securities Commission (Petitioner) and Siu "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.**

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

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

AMENDED AND RESTATED RECEIVERSHIP ORDER



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, B.C., V6C 3L2
Phone: (604) 631-9145
Email: jschachter@lawsonlundell.com

NO. S198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF

SECTION 152 OF THE *SECURITIES ACT*, RSBC 1996, C. 418

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

SIU MUI "DEBBIE" WONG AND OTHERS.

RESPONDENTS

NOTICE OF APPLICATION



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