

JUL 31 2019



S-198 522

NO.
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
SIU KON "BONNIE" SOO
ORIGIN BUSINESS PARK INC. formerly known as WHEATLAND
INDUSTRIAL PARK INC.
1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.

RESPONDENTS

PETITION TO THE COURT

Form 11

**ENDORSEMENT ON ORIGINATING PROCESS
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The petitioner claims the right to serve this Petition on the respondents, or any of them, outside British Columbia on the ground that the proceeding is brought to enforce, assert, declare, or determine proprietary or possessory rights or a security interest in property in British Columbia, pursuant to Rule 4-5(1) and s. 10(a) of the *Court Jurisdiction and Proceedings Transfer Act*.

ON NOTICE TO:

SIU MUI "DEBBIE" WONG
16863 – 58A Avenue
Surrey, BC V3S 8P1

SIU KON "BONNIE" SOO
7431 Reeder Road
Richmond, BC V7A 1C4

WHEATLAND INDUSTRIAL PARK INC.
1500, 222 – 3rd Avenue SW
Calgary, AB T2P 0B4

1300302 ALBERTA INC.
1101, 3961 – 52nd Avenue NE
Calgary, AB T3J 0J7

D & E ARCTIC INVESTMENTS INC.
204, 2635 – 37th Avenue NE
Calgary, AB T1Y 5Z6

This proceeding is brought for the relief set out in Part 1 below by the British Columbia Securities Commission.

If you intend to respond to this Petition, you or your lawyer must

- a) file a Response to Petition in Form 67 in the above-named registry of this court within the time for Response to Petition described below, and
- b) serve on the Petitioner
 - i. 2 copies of the filed Response to Petition; and
 - ii. 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the Response to Petition within the time for response.

Time for Response to Petition

A Response to Petition must be filed and served on the Petitioner,

- a) if you were served with the Petition anywhere in Canada, within 21 days after that service,
- b) if you were served with the Petition anywhere in the United States of America, within 35 days after that service
- c) if you were served with the Petition anywhere else, within 49 days after that service, or
- d) if the time for Response has been set by order of the court, within that time.

The address of the Registry is: 800 Smithe Street, Vancouver, British Columbia.

The ADDRESS FOR SERVICE of the Petitioner is: c/o Lawson Lundell LLP, 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2.

Fax number for delivery is: N/A

Email address for delivery is: wroberts@lawsonlundell.com

The name and office address of the Petitioner's solicitor is: Lawson Lundell LLP, 1600 - 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2 (Attention: William L. Roberts).

CLAIM OF PETITIONER

Part 1: ORDERS SOUGHT

1. An Order appointing a receiver over certain property of the Respondents substantially in the form attached hereto as *Schedule "A"*.

Part 2: FACTUAL BASIS**Parties**

2. The Petitioner British Columbia Securities Commission (the "**Commission**") is a British Columbia corporation continued pursuant to the *Securities Act*, R.S.B.C. 1996, chapter 418 (the "*Securities Act*"), having an address for delivery in these proceedings at 1600 – 925 West Georgia Street, Vancouver, British Columbia.
3. The Respondent Siu Mui "Debbie" Wong ("**Wong**") is a businessperson with a last known address at 16863 – 58A Avenue, Surrey, British Columbia.
4. The Respondent Siu Kon "Bonnie" Soo ("**Soo**") is a businessperson with a last known address at 7431 Reeder Road, Richmond, British Columbia.
5. The Respondent Origin Business Park Inc. formerly known as Wheatland Industrial Park Inc. ("**Wheatland**") is a company registered in Alberta with a Registered Office at 1500, 222 - 3rd Avenue SW, Calgary, Alberta, which changed its name to Origin Business Park Inc. on November 22, 2018. This Petition refers to Wheatland as such, despite its name change, for consistency with other material filed herein. Though named as a Respondent herein, no relief is sought against that entity.
6. The Respondent 1300302 Alberta Inc. ("**1300302**") is a company registered in Alberta with a Registered Office at 1101, 3961 - 52nd Avenue NE, Calgary, Alberta.
7. The Respondent D & E Arctic Investments Inc. ("**D & E**") is a company registered in Alberta with a Registered Office at 204, 2635 - 37th Avenue NE, Calgary, Alberta.
8. At all material times, Soo and Wong were officers and directors of Wheatland and controlled 1300302 and D & E.

The Commission Decision

9. In a written decision (the "**Liability Findings**") issued June 16, 2016, the Commission described Soo and Wong's land development and securities scheme, which can be summarized as follows:

Wheatland Lands

- a) In June 2007, using Wheatland, Soo and Wong acquired 306 acres of land in Wheatland, Alberta (the "**Wheatland Lands**").

- b) Soo and Wong acquired the Wheatland Lands with the intention of developing and subdividing the lands, and selling the lots at a profit. In order to raise monies for this venture, the lands would be held in trust for joint venture investors (the “**Wheatland Joint Venture**”). There were 306 units in the Wheatland Joint Venture (corresponding to the 306 acres of land).
- c) Soo and Wong raised \$22 million from investors from the sale of units in the Wheatland Joint Venture (which excludes the 33.5 units allocated to family companies and 10 units purchased by Soo and Wong). The units were sold for \$85,000-\$88,000 per unit. The proceeds from selling the units were used for the acquisition of the Wheatland Lands.
- d) Soo and Wong took loans from the Wheatland Joint Venture to fund other non-Wheatland investments without investor approval.
- e) Soo and Wong also raised money for the development of the Wheatland Lands from six mortgage loans.

Rocky View #1 Lands

- f) In June 2007, Soo and Wong acquired approximately 158 acres of lands in Rocky View, Alberta (the “**Rocky View #1 Lands**”) for \$5.54 million through a company they controlled.
 - g) Soo and Wong intended to develop and subdivide the Rocky View #1 Lands, and to sell the lots at a profit. The Rocky View #1 lands required rezoning for development resulting in potential delays.
 - h) In August 2007, Soo and Wong sold the Rocky View #1 Lands to 1300302 and D & E for \$10.2 million. The Rocky View #1 Lands were held by 1300302 and D & E as nominees for the investors in those two companies (the “**Rocky View #1 Joint Venture**”).
 - i) Soo and Wong raised \$8.44 million from the sale of units in Rocky View #1 Joint Venture. Most units were sold for \$65,000 per unit.
 - j) Soo and Wong also raised money for the development of the Rocky View #1 Lands from a mortgage loan.
10. As set out in the Liability Findings, the Commission found, among other things, that the Respondents Soo and Wong committed fraud when they:
- a) misappropriated \$1.2 million from the Wheatland Joint Venture;
 - b) wrongfully issued joint venture units to companies they controlled or to family members;
 - c) deceived investors about having inflated the purchase price of the Rocky View #1 Lands; and

d) withheld information about potential delays in the development of the Rocky View #1 Lands;

the particulars of which are set out in the Liability Findings.

11. Pursuant to a subsequent written decision (the “**Sanction Decision**”) issued February 20, 2017, the Commission ordered, among other things, that:
- a) Pursuant to s. 161(1)(g) of the *Securities Act*:
- i. 1300302, Soo and Wong pay to the Commission \$2,785,000, on a joint and several basis;
 - ii. D & E Arctic, Soo and Wong pay to the Commission \$1,105,000, on a joint and several basis; and
 - iii. Soo and Wong pay to the Commission \$5,967,850, on a joint and several basis; and
- b) Pursuant to s. 162 of the *Securities Act*:
- i. Soo pay an administrative penalty of \$6,000,000; and
 - ii. Wong pay an administrative penalty of \$6,000,000.
12. The Commission made no orders against Wheatland in the Sanction Decision.
13. On March 3, 2017 and in accordance with s. 163 of the *Securities Act*, the Sanctions Decision was registered with this Court and is thereby deemed to be a judgment of this Court.
14. None of the Respondents have made any payments to the Commission on account of these monetary sanctions, nor has the Commission otherwise recovered or received any funds to be applied to these monetary sanctions.

Investor Claims

15. In addition to the Wheatland Lands and Rocky View #1 Lands, Soo and Wong acquired other development lands in Rocky View, Alberta (the “**Rocky View #2 Lands**”), which were held in trust for investors by 1305402 Alberta Inc. (the “**Rocky View #2 Joint Venture**”). The sale proceeds from the Rocky View #2 Lands have been paid into court.
16. There are currently seven proceedings involving various of the Respondents and related joint ventures, in matters styled as follows:

Wheatland Joint Venture

- a) *The Members of the Wheatland Industrial Park Joint Venture and Beneficial Owners of the Land Therein, Listed in Schedule "A" Hereto v. Soo*; B.C.S.C. Action No. S-134693 (Vancouver Registry);
- b) *Wheatland Industrial Park Inc. v. Soo*; B.C.S.C. Action No. S-139102 (Vancouver Registry);

Rocky View # 1 Joint Venture

- c) *0805652 B.C. Ltd. v. Wong*; B.C.S.C. Action No. S-149050 (Vancouver Registry);
- d) *Guang Ming Benediction Ltd. v. D & E Arctic Investments Inc.*; B.C.S.C. Action No. S-169097 (Vancouver Registry);

Rocky View # 2 Joint Venture

- e) *DYMI Investments Ltd. v. 1305402 Alberta Inc.*; A.B.Q.B. Action No. 1401-10536 (Calgary Registry);
- f) *1305402 Alberta Inc. v. 0774238 B.C. Ltd.*; A.B.Q.B. Action No. 1801-07295 (Calgary Registry); and
- g) *DYMI Investments Ltd. v. 1305402 Alberta Inc.*; B.C.S.C. Action No. S-147122 (Vancouver Registry).

17. Based on the Liability Findings and the pleadings filed in the proceedings above:
- a) at least 52 investors invested in the Wheatland Joint Venture;
 - b) at least 63 investors invested in the Rocky View #1 Joint Venture; and
 - c) at least 19 investors invested in the Rocky View #2 Joint Venture.
18. Investors in the three joint ventures have lost, in total, approximately \$33 million.

Assets Available

19. On January 26, 2018, the Commission registered the Sanction Decision against Soo and/or Wong's registered interests in four parcels of land.
20. Soo and Wong also have interests in numerous bank accounts and various corporations and joint ventures.
21. Investors allege a tracing remedy against various assets owned by Soo and Wong's family members and companies controlled by Soo and/or Wong, including other lands, on the basis, among other things, that monies raised from investors were used to acquire those other lands.

Proposed Receivership

22. It is in the best interest of investors if a receiver is appointed to act on behalf of investors to: realize on the enumerated assets; to investigate the affairs of the Respondents and identify if any further assets exist; to evaluate all potential claims against the Respondents concurrently and to fairly and efficiently distribute funds to claimants; and finally, to distribute funds to investors.

Part 3: LEGAL BASIS

23. The Commission seeks the appointment of a receiver over the enumerated assets of the Respondents so that the receiver can efficiently recover assets for the benefit of legitimate investors in the various joint ventures outlined herein.
24. The Commission will rely on s. 152 of the *Securities Act*, Rules 10-2 and 13-1(19) of the *Supreme Court Civil Rules*, s. 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, and the inherent jurisdiction of the Court.

25. Section 152 of the *Securities Act*, R.S.B.C. 1996, c. 418 states:

152 (1) If any of the circumstances referred to in section 151 (1) exist, the commission may apply to the Supreme Court for the appointment of a receiver, receiver manager or a trustee of all or any part of the property of the person.

(2) On an application under subsection (1), the court may, by order, appoint a receiver, receiver manager or a trustee of all or any part of the property of the person, if the court is satisfied that the appointment is in the best interests of

(a) that person's creditors,

(b) persons, any of whose property is in the possession or under the control of that person, or

(c) the security holders of or subscribers to that person.

(3) The commission may make an application under this section without notice to any other person and, in that event, the court may make a temporary order under subsection (2) appointing a receiver, receiver manager or a trustee for a period not longer than 15 days.

(4) A receiver, receiver manager or trustee appointed under this section

(a) is the receiver, receiver manager or trustee of all or any part of the property belonging to the person or held by the person on behalf of or in trust for any other person, and

(b) may, if authorized by the court, wind up or manage the business and affairs of the person and may exercise powers necessary or incidental to the winding up or management.

(5) On an application under this section, the court may admit as evidence

- (a) any hearsay evidence that the court considers reliable, or
- (b) any oral or written statement, record or report the court considers relevant.

26. Section 151(1) states:

151 (1) The commission may make a direction under subsection (2) if

(a) it proposes to order an investigation in respect of a person under section 142 or during or after an investigation in respect of a person under section 142 or 147,

(b) it or the executive director proposes to make or has made an order under section 161 in respect of a person,

(c) criminal proceedings or proceedings in respect of a contravention of this Act or the regulations are about to be or have been instituted against a person and the commission considers the proceedings to be connected with or to arise out of a security or exchange contract or a matter relating to trading in securities or exchange contracts, or out of any business conducted by the person,

(d) a person fails or neglects to comply with financial conditions applicable to the person under this Act, or

(e) it proposes to apply or has applied to the Supreme Court for an order under section 157, or the Supreme Court has made an order under section 157.

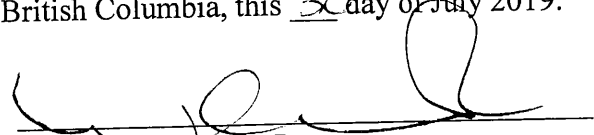
27. The appointment of a receiver over the enumerated assets is in the best interest of investors who suffered losses as a result of the Respondents' wrongful conduct.

Part 4: MATERIAL TO BE RELIED ON

28. Affidavit of Catherine Palmer, sworn July 30, 2019.

The Petitioner estimates that the hearing of the Petition will take 30 minutes.

Dated at the City of Vancouver, in the Province of British Columbia, this 30 day of July 2019.


Lawson Lundell LLP
Solicitors for the Petitioner

This Petition to the Court is filed by William L. Roberts, 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 Petition

with the following variations and additional terms:

Date:

Signature of Judge Master

Schedule A

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

BETWEEN:

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PETITIONER

AND:

SIU MUI "DEBBIE" WONG
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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)
)
)
)

ON THE APPLICATION of the British Columbia Securities Commission for an Order pursuant to section 152 of the *Securities Act*, R.S.B.C. 1996 c. 418, (the "*Securities Act*") and section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended, (the "*LEA*") appointing MNP Ltd. as Receiver (in such capacity, the "*Receiver*") without security, of certain of the 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. (collectively, the "*Debtors*") coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Petition dated ● and the Affidavit #1 of Catherine Palmer, sworn ● and the consent of MNP Ltd. to act as the Receiver; AND ON HEARING William L. Roberts, counsel for the British Columbia Securities Commission, and other counsel as listed on Schedule "A" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to section 152 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;

(collectively the "Property")
2. 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

3. 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) to market any or all of the Property, 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) to sell, convey, transfer, lease or assign the Property 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) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

- (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

4. 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.
5. 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.

6. 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.
7. 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

8. 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

9. 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

10. 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

11. 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

12. 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

13. 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

14. 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

15. 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

16. 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.
17. 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.
18. 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.
19. 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

20. 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

21. 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.
22. 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.
23. 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

24. 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.
25. 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.
26. 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.
27. 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

28. 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

29. The Receiver shall establish and maintain a website in respect of these proceedings at: [WEB ADDRESS] (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.

30. 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 B (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.
31. 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.
32. 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.
33. 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.
34. 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

35. 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.
36. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
37. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

38. 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.
39. 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.
40. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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:

Signature of [type of print name]
lawyer for [Plaintiff/Applicant]

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the [Receiver and/or Receiver and Manager] (the "Receiver") of all of the assets, undertakings and properties of [DEBTORS' NAMES] 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 and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "Court") dated the _____ day of _____, 201_ (the "Order") made in SCBC Action No. _____ and/or SCBC Action No. _____/Estate No. _____ 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 _____, 201_____.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

Schedule "B"

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) Ngai Mo Chow (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	
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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	07120-5526969	Debbie Wong
HSBC Bank Canada	608 Main 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	400 Main Street, Vancouver, 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 55226959	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
Royal Bank of Canada	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

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%)

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NO.
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
SIU KON "BONNIE" SOO
WHEATLAND INDUSTRIAL PARK INC.
1300302 ALBERTA INC.
D & E ARCTIC INVESTMENTS INC.
RESPONDENT

PETITION TO THE COURT



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Phone: (604) 685-3456
Attention: William L. Roberts

File No. 22798-129675