

01-Jun-21

REGISTRY

This is the 1st Affidavit of Patty Wood
in this case and was made on May 31st, 2021

NO. S149050
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

0805652 B.C. Ltd., 0805663 B.C. Ltd., 0805658 B.C. Ltd.,
0801660 B.C. Ltd., 0795671 B.C. Ltd., Bill Fong Investments Ltd.,
Chang Wei Tile Ltd., Super Tile & Construction Ltd., and Shun
Chi Company Ltd.

PLAINTIFFS

AND:

Siu Mui Wong (also known as Debbie Wong), Siu Kon Soo (also
known as Bonnie Soo), D&E Arctic Investments Inc. and 1300302
Alberta Inc.

DEFENDANTS

AFFIDAVIT

I, PATTY WOOD, CPA, CGA, LIT, CIRP, of #2200 – 1021 West Hastings Street, in the City of
Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice President with MNP Ltd., the Receiver of the assets and undertakings and property of Siu Mui “Debbie” Wong (“**Ms. Wong**”), Siu Kon “Bonnie” Soo (“**Ms. Soo**”), Origin Business Park Inc., formerly known as Wheatland Industrial Park Inc., 1300302 Alberta Inc. and D & E Arctic Investments Inc., and as such am authorized by the Receiver to make this Affidavit. I have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be made upon information and belief, and, as to such facts, I verily believe the same to be true.
2. The Receivership Order was pronounced on October 3, 2019 (the “**Receivership Order**”) in in British Columbia Securities Commission v. Siu Mui “Debbie” Wong et al, SCBC Vancouver Registry No. S198522 (the “**Receivership Proceedings**”).

3. Schedule “B” of the Receivership Order includes the interest of Ms. Wong and Ms. Soo in the Lands (as defined herein at paragraph 4(d)).

The Lands

4. The Mareva Order originally pronounced in this action on December 2, 2014 froze various assets including the interests of the Defendants, Ms. Wong and Ms. Soo, in the following lands and premises:
 - (a) 16863 58A Ave, Surrey, B.C.
PID: 018-997-554
Lot 4 Section 7 Township 8 NWD Plan LMP19441
(the “**58A Avenue Lands**”)
 - (b) 25141 Dewdney Trunk Rd, Maple Ridge
PID: 011-016-272
Lot 3 Section 23 Township 12 NWD Plan 4023
(the “**Dewdney Trunk Lands**”)
 - (c) 26678 100 Ave, Maple Ridge, B.C.
PID: 006-983-391
East Half Lot 13 Section 6 Township 15 NWD Plan 2721
(the “**100 Avenue Lands**”)
 - (d) 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
(the “**120 Street Lands**”, and collectively with the 52A Avenue Lands, the Dewdney Trunk Lands and the 100 Avenue Lands, the “**Lands**”)
5. Attached as **Exhibit “A”** (*Exhibit Page 1*) is a copy of a current title search for the 58A Avenue Lands.
6. Attached as **Exhibit “B”** (*Exhibit Page 6*) is a copy of a current title search for the Dewdney Trunk Lands.
7. Attached collectively as **Exhibit “C”** (*Exhibit Page 11*) is a copy of the current title search for the 100 Avenue Lands.
8. Attached collectively as **Exhibit “D”** (*Exhibit Page 15*) is a copy of the current title search for the 120 Street Lands.

Proposed Next Steps of the Receivership

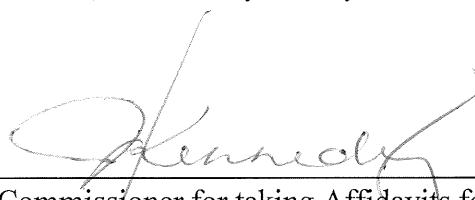
Proposed Sale of 58A Avenue Lands

- 9. Austin Wong and Derek Wong have offered to purchase Ms. Wong’s one-half interest in the Surrey Lands at fair market value. These negotiations have now been finalized and the Receiver will be applying for approval of sale of Ms. Wong’s one-half interest in the 58A Avenue Lands in the Receivership Proceeding once the Mareva Order has been varied.
- 10. Attached hereto as **Exhibit “E”** (*Exhibit Page 20*) is a copy of a Property Purchase and Sale Agreement dated May 19, 2021 and Addendum dated May 26, 2021 between the Receiver and the Purchasers.

Proposed Conduct of Sale of the Remaining Real Properties

- 11. The Receiver is in negotiations with the owners of the Dewdney Trunk Lands to assist in the sale of that property, but requires that it be granted conduct of sale of the Dewdney Trunk Lands in its entirety. The Receiver will also need to take steps to market and sell the remaining properties, being the 100 Avenue Lands and the 120 Street Lands.
- 12. As a result, the Receiver will be applying to court to amend the Receivership Order to provide for conduct of sale of the Dewdney Trunk Lands, the 100 Avenue Lands and the 120 Street Lands in their entirety, and will eventually seek further Orders of the Court to approve the sales of those properties. As each of these properties have multiple owners, the Receiver’s proportional share of the sale proceeds of each of these properties would be paid into the Receivership to the benefit of the claimants/creditors, and the balance of the proceeds would be distributed pursuant to further Order of the Court.

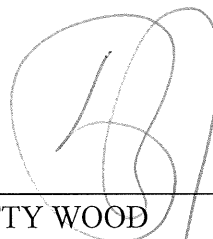
SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 31st day of May, 2021.)



A Commissioner for taking Affidavits for)
British Columbia.)

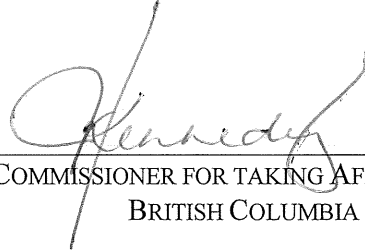
Julie Kennedy, CIRP, LIT
A commissioner for taking Affidavits
for the Province of British Columbia

Expires: Aug 31, 2023



PATTY WOOD

This is **Exhibit "A"** referred to in the Affidavit of Patty Wood made before me on May 31, 2021.

A handwritten signature in cursive script, appearing to read "Kennedy", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$578500

2021-05-28, 11:47:36

Requestor: Linda Alexander

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA7957126
From Title Number BH458115

Application Received 2020-01-02

Application Entered 2020-03-04

Registered Owner in Fee Simple
Registered Owner/Mailing Address: SIU MUI WONG, SELF-EMPLOYED
5831-170A STREET
SURREY, BC
V3S 5V1
AS TO AN UNDIVIDED 1/2 INTEREST

Registered Owner/Mailing Address: AUSTIN WONG
56-6747-203 STREET
LANGLEY, BC
V2Y 3B5
DEREK WONG
18-17555-57A AVENUE
SURREY, BC
V3S 7V2
EXECUTORS OF THE WILL OF WAI HUNG WONG, DECEASED,
SEE CA7957126
AS TO AN UNDIVIDED 1/2 INTEREST

Taxation Authority Surrey, City of

Description of Land
Parcel Identifier: 018-997-554
Legal Description:
LOT 4 SECTION 7 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN LMP19441

Legal Notations
HERETO IS ANNEXED EASEMENT BL295423 OVER PART (PLAN LMP34615)
LOT 8 PLAN LMP34613

HERETO IS ANNEXED EASEMENT BH362680 OVER (PLAN LMP19442) LOT 3
PLAN LMP19441

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$578500

2021-05-28, 11:47:36

Requestor: Linda Alexander

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
 Registration Number: BH334438
 Registration Date and Time: 1994-09-13 11:36
 Registered Owner: CITY OF SURREY
 Remarks: INTER ALIA
 967M2 PLAN LMP18425

Nature: EASEMENT
 Registration Number: BH362681
 Registration Date and Time: 1994-10-06 14:51
 Remarks: PLAN LMP19442 APPURTENANT TO LOTS 5 TO 7
 PLAN LMP19441 SEE BH362680

Nature: COVENANT
 Registration Number: BH362684
 Registration Date and Time: 1994-10-06 14:51
 Registered Owner: CITY OF SURREY
 Remarks: INTER ALIA
 SECTION 215 L.T.A.
 SEE BH362680

Nature: COVENANT
 Registration Number: BH362685
 Registration Date and Time: 1994-10-06 14:51
 Registered Owner: CITY OF SURREY
 Remarks: INTER ALIA
 SECTION 215 L.T.A.

Nature: COVENANT
 Registration Number: BH362688
 Registration Date and Time: 1994-10-06 14:51
 Registered Owner: CITY OF SURREY
 Remarks: INTER ALIA
 SECTION 215 L.T.A.

Nature: STATUTORY BUILDING SCHEME
 Registration Number: BH362689
 Registration Date and Time: 1994-10-06 14:51
 Remarks: INTER ALIA
 SECTION 216 L.T.A.

Nature: MORTGAGE
 Registration Number: BB1082043
 Registration Date and Time: 2009-06-26 13:28
 Registered Owner: THE TORONTO-DOMINION BANK

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$578500

2021-05-28, 11:47:36

Requestor: Linda Alexander

Nature: INJUNCTION
 Registration Number: CA4125017
 Registration Date and Time: 2014-12-08 11:46
 Remarks: LAND TITLE ACT, SECTION 284
 RESTRICTS DEALINGS

Nature: JUDGMENT
 Registration Number: CA6365587
 Registration Date and Time: 2017-10-12 11:40
 Registered Owner: FARM CREDIT CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF SIU MUI WONG
 RENEWED BY CA7639427

Nature: JUDGMENT
 Registration Number: CA6591432
 Registration Date and Time: 2018-01-26 14:00
 Registered Owner: BRITISH COLUMBIA SECURITIES COMMISSION
 Remarks: INTER ALIA
 AS TO THE INTEREST OF DEBBIE SIU MUI WONG AKA
 SIU MUI WONG
 RENEWED BY CA7978405

Nature: JUDGMENT
 Registration Number: CA6946847
 Registration Date and Time: 2018-07-20 16:47
 Registered Owner: FARM CREDIT CANADA
 Remarks: AS TO THE INTEREST OF SIU MUI WONG

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: CA7478804
 Registration Date and Time: 2019-05-02 09:04
 Registered Owner: THE TORONTO-DOMINION BANK

Nature: JUDGMENT
 Registration Number: CA7639427
 Registration Date and Time: 2019-07-24 08:34
 Registered Owner: FARM CREDIT CANADA
 Remarks: INTER ALIA
 RENEWAL OF CA6365587
 AS TO THE INTEREST OF SIU MUI WONG

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$578500

2021-05-28, 11:47:36

Requestor: Linda Alexander

Nature:	INJUNCTION
Registration Number:	CA7859608
Registration Date and Time:	2019-11-08 09:16
Remarks:	INTER ALIA RESTRICTS DEALINGS

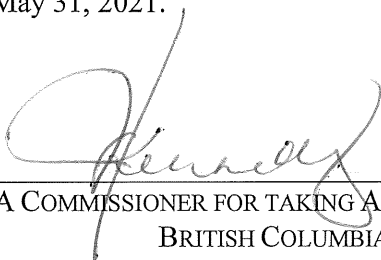
Nature:	JUDGMENT
Registration Number:	CA7978405
Registration Date and Time:	2020-01-14 11:41
Registered Owner:	BRITISH COLUMBIA SECURITIES COMMISSION
Remarks:	INTER ALIA AS TO THE INTEREST OF SIU MUI WONG RENEWAL OF CA6591432

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is **Exhibit "B"** referred to in the Affidavit of Patty Wood made before me on May 31, 2021.



A handwritten signature in cursive script, appearing to read "Kennedy", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$ 780000

2021-05-28, 11:47:37

Requestor: Linda Alexander

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	BA439708
From Title Number	R5816E
Application Received	2006-10-30
Application Entered	2006-11-07
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	GILBERT WAI HUNG WONG, BUSINESSMAN SIU MUI WONG, BUSINESSPERSON 16863 - 58A AVENUE SURREY, BC V3S 8P1 AS TO AN UNDIVIDED 2/16 INTEREST AS JOINT TENANTS
Registered Owner/Mailing Address:	KWOK KIE SOO, BUSINESSMAN SIU KON SOO, BUSINESSPERSON 16273 - 20TH AVENUE SURREY, BC V4P 2R2 AS TO AN UNDIVIDED 2/16 INTEREST AS JOINT TENANTS
Registered Owner/Mailing Address:	HILTON WING CHONG SUE, SOLICITOR BECKY TING CHANG LUK, NURSE 3469 TRIUMPH STREET VANCOUVER, BC V5K 1T9 AS TO AN UNDIVIDED 2/16 INTEREST AS JOINT TENANTS
Registered Owner/Mailing Address:	SANDY WEE CHYIU MAR, NURSE 13399 - 60TH AVENUE SURREY, BC V3X 2M1 AS TO AN UNDIVIDED 1/16 INTEREST

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$ 780000

2021-05-28, 11:47:37

Requestor: Linda Alexander

Registered Owner/Mailing Address: RITCHIE ROY SUE, RCMP OFFICER
 #2201 - 1033 MARINASIDE CRESCENT
 VANCOUVER, BC
 V6Z 3A3
 AS TO AN UNDIVIDED 1/16 INTEREST

Registered Owner/Mailing Address: 0765311 B.C. LTD., INC.NO. 765311
 3326 PARKER STREET
 VANCOUVER, BC
 V5K 2V9
 AS TO AN UNDIVIDED 2/16 INTEREST

Registered Owner/Mailing Address: 0760251 B.C. LTD., INC.NO. 760251
 3058 EAST 28TH AVENUE
 VANCOUVER, BC
 V5R 1S5
 AS TO AN UNDIVIDED 2/16 INTEREST

Registered Owner/Mailing Address: 0765994 B.C. LTD., INC.NO. 765994
 4636 TODD STREET
 VANCOUVER, BC
 V5R 3P8
 AS TO AN UNDIVIDED 2/16 INTEREST

Registered Owner/Mailing Address: 0765316 B.C. LTD., INC.NO. 765316
 5664 WALES STREET
 VANCOUVER, BC
 V5R 3N1
 AS TO AN UNDIVIDED 2/16 INTEREST

Taxation Authority Maple Ridge, City of

Description of Land

Parcel Identifier: 011-016-272

Legal Description:
 LOT 3 SECTION 23 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 4023

Legal Notations

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
 COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 15
 DEPOSITED JULY 30TH, 1974.

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$ 780000

2021-05-28, 11:47:37

Requestor: Linda Alexander

Charges, Liens and Interests

Nature: SECURITIES ACT CHARGE
 Registration Number: BB3013226
 Registration Date and Time: 2013-09-27 14:58
 Registered Owner: BRITISH COLUMBIA SECURITIES COMMISSION
 Remarks: INTER ALIA
 SECTION 151, RESTRICTS DEALINGS

Nature: INJUNCTION
 Registration Number: CA4124884
 Registration Date and Time: 2014-12-08 11:11
 Remarks: LAND TITLE ACT, SECTION 284
 RESTRICTS DEALINGS

Nature: JUDGMENT
 Registration Number: CA6365586
 Registration Date and Time: 2017-10-12 11:40
 Registered Owner: FARM CREDIT CANADA
 Remarks: AS TO THE INTEREST OF SIU KON SOO
 RENEWED BY CA7639428

Nature: JUDGMENT
 Registration Number: CA6365587
 Registration Date and Time: 2017-10-12 11:40
 Registered Owner: FARM CREDIT CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF SIU MUI WONG AND SIU
 KON SOO
 RENEWED BY CA7639427

Nature: JUDGMENT
 Registration Number: CA6591432
 Registration Date and Time: 2018-01-26 14:00
 Registered Owner: BRITISH COLUMBIA SECURITIES COMMISSION
 Remarks: INTER ALIA
 AS TO THE INTEREST OF DEBBIE SIU MUI WONG AKA SIU
 MUI WONG AND SIU KON SOO AKA BONNIE SOO
 RENEWED BY CA7978405

Nature: JUDGMENT
 Registration Number: CA7639427
 Registration Date and Time: 2019-07-24 08:34
 Registered Owner: FARM CREDIT CANADA
 Remarks: INTER ALIA
 RENEWAL OF CA6365587
 AS TO THE INTEREST OF SIU MUI WONG

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$ 780000

2021-05-28, 11:47:37

Requestor: Linda Alexander

Nature: JUDGMENT
 Registration Number: CA7639428
 Registration Date and Time: 2019-07-24 08:34
 Registered Owner: FARM CREDIT CANADA
 Remarks: AS TO THE INTEREST OF SIU KON SOO
 RENEWAL OF CA6365586

Nature: JUDGMENT
 Registration Number: CA7837829
 Registration Date and Time: 2019-10-30 09:08
 Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF GILBERT WAI HUNG WONG

Nature: INJUNCTION
 Registration Number: CA7859608
 Registration Date and Time: 2019-11-08 09:16
 Remarks: INTER ALIA
 RESTRICTS DEALINGS

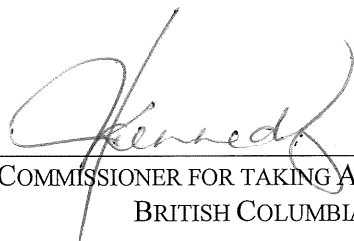
Nature: JUDGMENT
 Registration Number: CA7978405
 Registration Date and Time: 2020-01-14 11:41
 Registered Owner: BRITISH COLUMBIA SECURITIES COMMISSION
 Remarks: INTER ALIA
 AS TO THE INTEREST OF SIU MUI WONG
 RENEWAL OF CA6591432

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is **Exhibit "C"** referred to in the Affidavit of Patty Wood made before me on May 31, 2021.

A handwritten signature in cursive script, appearing to read "Kennedy", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$367637

2021-05-28, 11:47:36

Requestor: Linda Alexander

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	CA7178386
From Title Number	BX385992
Application Received	2018-11-07
Application Entered	2018-11-22
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	CHEN LIANG TAO, BUSINESSMAN JAE WAN CHOW, BUSINESSPERSON 19365 80TH AVENUE SURREY, BC V4N 3G5 AS TO AN UNDIVIDED 1/4 INTEREST AS JOINT TENANTS
Registered Owner/Mailing Address:	NGAI FUNG CHOW, BUSINESSMAN SAU LAN CHOW, BUSINESSPERSON 4388 INVERNESS STREET VANCOUVER, BC V5C 5C3 AS TO AN UNDIVIDED 1/4 INTEREST AS JOINT TENANTS
Registered Owner/Mailing Address:	SIU MUI WONG, BUSINESSPERSON WAI HUNG WONG, BUSINESSMAN 16863 58A AVENUE SURREY, BC V3S 8P1 AS TO AN UNDIVIDED 1/4 INTEREST AS JOINT TENANTS
Registered Owner/Mailing Address:	DANNY CHOW 23 NORTH GLYNDE AVENUE BURNABY, BC V5B 1G8 EXECUTOR OF THE WILL OF NGAI MO CHOW, DECEASED, SEE CA7178386 AS TO AN UNDIVIDED 1/4 INTEREST
Taxation Authority	Maple Ridge, City of

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$367637

2021-05-28, 11:47:36

Requestor: Linda Alexander

Description of Land

Parcel Identifier: 006-983-391

Legal Description:

EAST HALF LOT 13 SECTION 6 TOWNSHIP 15
NEW WESTMINSTER DISTRICT PLAN 2721**Legal Notations**

NONE

Charges, Liens and Interests

Nature: MORTGAGE
 Registration Number: BX385993
 Registration Date and Time: 2005-10-26 13:53
 Registered Owner: SCOTIA MORTGAGE CORPORATION
 INCORPORATION NO. A23965

Nature: INJUNCTION
 Registration Number: CA4124883
 Registration Date and Time: 2014-12-08 11:11
 Remarks: LAND TITLE ACT, SECTION 284
 RESTRICTS DEALINGS

Nature: JUDGMENT
 Registration Number: CA6365587
 Registration Date and Time: 2017-10-12 11:40
 Registered Owner: FARM CREDIT CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF SIU MUI WONG
 RENEWED BY CA7639427

Nature: JUDGMENT
 Registration Number: CA6591432
 Registration Date and Time: 2018-01-26 14:00
 Registered Owner: BRITISH COLUMBIA SECURITIES COMMISSION
 Remarks: INTER ALIA
 AS TO THE INTEREST OF DEBBIE SIU MUI WONG AKA
 SIU MUI WONG
 RENEWED BY CA7978405

Nature: JUDGMENT
 Registration Number: CA7639427
 Registration Date and Time: 2019-07-24 08:34
 Registered Owner: FARM CREDIT CANADA
 Remarks: INTER ALIA
 RENEWAL OF CA6365587
 AS TO THE INTEREST OF SIU MUI WONG

TITLE SEARCH PRINT

File Reference: 26420-148347

Declared Value \$367637

2021-05-28, 11:47:36

Requestor: Linda Alexander

Nature:	INJUNCTION
Registration Number:	CA7859608
Registration Date and Time:	2019-11-08 09:16
Remarks:	INTER ALIA RESTRICTS DEALINGS

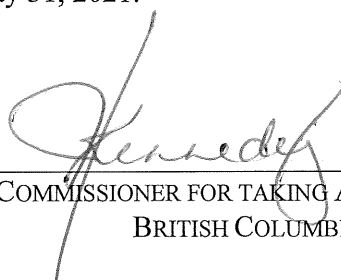
Nature:	JUDGMENT
Registration Number:	CA7978405
Registration Date and Time:	2020-01-14 11:41
Registered Owner:	BRITISH COLUMBIA SECURITIES COMMISSION
Remarks:	INTER ALIA AS TO THE INTEREST OF SIU MUI WONG RENEWAL OF CA6591432

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is **Exhibit "D"** referred to in the Affidavit of Patty Wood made before me on May 31, 2021.

A handwritten signature in cursive script, appearing to read "Kennedy", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

TITLE SEARCH PRINT

2021-05-28, 11:47:37

File Reference: 26420-148347

Requestor: Linda Alexander

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number BB1509955
From Title Number CA2941583

Application Received 2013-11-27

Application Entered 2013-12-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: DEBBIE SIU MUI WONG, BUSINESSWOMAN
16863 - 58A AVENUE
SURREY, BC
V3S 8P1
AS TO AN UNDIVIDED 1/4 INTEREST

Registered Owner/Mailing Address: GILBERT WAI HUNG WONG, BUSINESSMAN
16863 - 58A AVENUE
SURREY, BC
V3S 8P1
AS TO AN UNDIVIDED 1/4 INTEREST

Registered Owner/Mailing Address: NGAI WOON CHOW, BUSINESSMAN
13275 - 59A AVENUE
SURREY, BC
V3X 3P8
AS TO AN UNDIVIDED 1/2 INTEREST

Taxation Authority Surrey, City of

Description of Land
Parcel Identifier: 000-616-583
Legal Description:
LOT A EXCEPT: PART ON STATUTORY RIGHT OF WAY PLAN 83439, SECTION 18
TOWNSHIP 2 NEW WESTMINSTER DISTRICT PLAN 10691

Legal Notations NONE

TITLE SEARCH PRINT

File Reference: 26420-148347

2021-05-28, 11:47:37

Requestor: Linda Alexander

Charges, Liens and Interests

Nature: EASEMENT
 Registration Number: M59912
 Registration Date and Time: 1976-05-26 14:46
 Remarks: APPURTENANT TO M45451 (SEE M45451)

Nature: EASEMENT
 Registration Number: M59913
 Registration Date and Time: 1976-05-26 14:46
 Remarks: PORTION APPURTENANT TO M45451 (SEE M45451)

Nature: MORTGAGE
 Registration Number: CA2951150
 Registration Date and Time: 2013-01-14 14:54
 Registered Owner: SOUTH TOWN ENTERPRISES LTD.
 INCORPORATION NO. BC0459773
 Transfer Number: CA4676188

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA2951151
 Registration Date and Time: 2013-01-14 14:54
 Registered Owner: SOUTH TOWN ENTERPRISES LTD.
 INCORPORATION NO. BC0459773
 Transfer Number: CA4676189

Nature: MORTGAGE
 Registration Number: CA3171250
 Registration Date and Time: 2013-06-10 16:29
 Registered Owner: NGAI WOON CHOW
 KWAN CHYIU CHOW
 AS JOINT TENANTS
 Remarks: AS TO THE UNDIVIDED 1/4 INTEREST OF
 DEBBIE SIU MUI WONG

Nature: MORTGAGE
 Registration Number: CA3171251
 Registration Date and Time: 2013-06-10 16:29
 Registered Owner: GILBERT WAI HUNG WONG
 Remarks: AS TO THE UNDIVIDED 1/4 INTEREST OF
 DEBBIE SIU MUI WONG

Nature: RIGHT OF FIRST REFUSAL
 Registration Number: CA3171252
 Registration Date and Time: 2013-06-10 16:29
 Registered Owner: DEREK WAI GIT WONG
 Remarks: AS TO THE UNDIVIDED 1/4 INTEREST OF
 DEBBIE SIU MUI WONG

TITLE SEARCH PRINT

2021-05-28, 11:47:37

File Reference: 26420-148347

Requestor: Linda Alexander

Nature: SECURITIES ACT CHARGE
Registration Number: BB3013226
Registration Date and Time: 2013-09-27 14:58
Registered Owner: BRITISH COLUMBIA SECURITIES COMMISSION
Remarks: INTER ALIA
SECTION 151, RESTRICTS DEALINGS

Nature: INJUNCTION
Registration Number: CA4124881
Registration Date and Time: 2014-12-08 11:11
Remarks: LAND TITLE ACT, SECTION 284
RESTRICTS DEALINGS

Nature: JUDGMENT
Registration Number: CA4545125
Registration Date and Time: 2015-07-20 08:46
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: AS TO THE INTEREST OF DEBBIE SIU MUI WONG

Nature: JUDGMENT
Registration Number: CA6365587
Registration Date and Time: 2017-10-12 11:40
Registered Owner: FARM CREDIT CANADA
Remarks: INTER ALIA
AS TO THE INTEREST OF DEBBIE SIU MUI WONG
RENEWED BY CA7639427

Nature: JUDGMENT
Registration Number: CA6591432
Registration Date and Time: 2018-01-26 14:00
Registered Owner: BRITISH COLUMBIA SECURITIES COMMISSION
Remarks: INTER ALIA
AS TO THE INTEREST OF DEBBIE SIU MUI WONG
RENEWED BY CA7978405

Nature: JUDGMENT
Registration Number: CA7639427
Registration Date and Time: 2019-07-24 08:34
Registered Owner: FARM CREDIT CANADA
Remarks: INTER ALIA
RENEWAL OF CA6365587
AS TO THE INTEREST OF DEBBIE SIU MUI WONG

TITLE SEARCH PRINT

2021-05-28, 11:47:37

File Reference: 26420-148347

Requestor: Linda Alexander

Nature: JUDGMENT
 Registration Number: CA7837829
 Registration Date and Time: 2019-10-30 09:08
 Registered Owner: HER MAJESTY THE QUEEN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF GILBERT WAI HUNG WONG

Nature: INJUNCTION
 Registration Number: CA7859608
 Registration Date and Time: 2019-11-08 09:16
 Remarks: INTER ALIA
 RESTRICTS DEALINGS

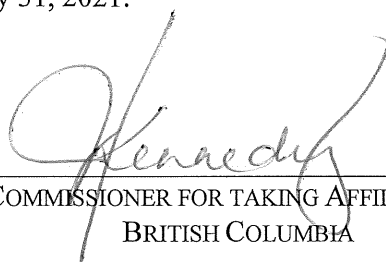
Nature: JUDGMENT
 Registration Number: CA7978405
 Registration Date and Time: 2020-01-14 11:41
 Registered Owner: BRITISH COLUMBIA SECURITIES COMMISSION
 Remarks: INTER ALIA
 AS TO THE INTEREST OF DEBBIE SIU MUI WONG
 RENEWAL OF CA6591432

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is **Exhibit "E"** referred to in the Affidavit of Patty Wood made before me on May 31, 2021.

A handwritten signature in cursive script, appearing to read "Kennedy", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

PROPERTY PURCHASE AND SALE AGREEMENT

This Agreement dated for reference May 11, 2021.

BETWEEN

MNP LTD. in its capacity as court-appointed receiver of, *inter alia*, certain assets of Debbie Wong, Suite 2200, MNP Tower, 1021 West Hastings Street, Vancouver, British Columbia V6E 0C3

(the "Receiver")

AND:

AUSTIN WONG and DEREK WONG, 18 – 17555 57A Avenue, Surrey, British Columbia V3S 7V2

(the "Purchasers")

WHEREAS:

- A. Pursuant to a receivership order pronounced October 3, 2019, the Receiver was appointed over certain assets, including the interest of Siu Mui Wong ("Debbie") in and to the following lands:
- 16863 58A Avenue, Surrey British Columbia V3S 8P1
PID: 018-997-554
Lot 4 Section 7 Township 8 New Westminster District Plan LMP11944
(the "Lands").
- B. Debbie is the registered owner of a one-half interest in the Lands. The Purchasers, in their capacity as executors of the estate of Wai Hung Wong (the "Estate"), are the registered owners of the remaining one-half in the Lands.
- C. The Purchasers wish to buy, and the Receiver wishes to sell, Debbie's one-half interest in the Lands (the "Purchased Interest"), on the terms contained herein.
- D. Pursuant to a mortgage (the "TD Mortgage") registered in the Land Title Office under registration number BB1082043 in favour of Toronto-Dominion Bank ("TD"), TD has initiated foreclosure proceedings against the Lands.
- E. The Purchasers have obtained funding sufficient to redeem the TD Mortgage and purchase the Purchased Interest from the Receiver.

NOW THEREFORE in consideration of the mutual representations and covenants hereinafter set forth, the receipt of sufficiency of which is acknowledged, the parties covenant and agree as

follows:

ARTICLE 1.
DEFINITIONS

1.1 Certain Defined Terms

As used in this Agreement, the following terms shall have the following meanings and grammatical variations of such terms shall have corresponding meanings:

“Agreement” means this property purchase and sale agreement including all exhibits and schedules herein and all amendments or restatements, as permitted.

“Business Day” means any day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia on which Canadian chartered banks are open for commercial banking business during normal banking hours.

“Environmental Legislation” means any federal, provincial or other jurisdictional legislation, statute, regulation or rule of law or equity respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination.

“Governmental Authority” means any Canadian federal, provincial, municipal or local or governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body or any other public agency.

“Law” means any Canadian federal, provincial, municipal or local, act, law, ordinance, regulation, rule, code, order, decree, judgment, policy, other requirement or rule of law, including the common law and its principles.

“Permitted Encumbrances” means all of the charges, interest, and encumbrances existing on title to Lands, other than the Discharged Encumbrances.

“Sale” means the sale, transfer, conveyance and assignment of the Purchased Interest by and from the Receiver to the Purchasers in accordance with the terms and provisions of this Agreement

“Tax” means any and all transfer taxes, goods and services taxes, harmonized sales taxes, value added taxes or license, registration and documentation fees and similar charges, and any and all penalties, interest and similar, but does not include income or disposition tax levied on the Receiver arising by reason of the Sale.

ARTICLE 2.
PROOF OF FINANCING AND
PAYMENT OF DEPOSIT

- 2.1 The obligations of the Receiver under this Agreement, including without limitation, the Receiver's obligation to (i) apply for the Vesting Order and (ii) complete the Sale as contemplated herein, are subject to and conditional upon the following conditions precedent (the "**Receiver's Conditions**") being satisfied or waived not later than 5:00 p.m. (Vancouver time) on May 21, 2021 (the "**Receiver's Condition Waiver Date**"):
- 2.1.1. the Purchasers providing evidence to the Receiver that the Purchasers have secured sufficient financing to obtain the TD Discharge and to pay the Purchase Price, as contemplated by this Agreement, and the Receiver, acting reasonably, being satisfied with such evidence; and
- 2.1.2. the Purchasers paying an initial deposit in the amount of \$46,500 (the "**Initial Deposit**"), which amount shall be paid by the Purchasers to the Receiver's solicitors and held on the terms contained herein.
- 2.2 The Receiver's Conditions are for the sole benefit of the Receiver and may be unilaterally waived in writing in whole or in part by the Receiver at any time up to and including Receiver's Condition Waiver Date.
- 2.3 If the Receiver fails to notify the Purchasers in writing of the satisfaction or waiver of all of the Receiver's Conditions by the Receiver's Condition Waiver Date, then this Agreement is null and void, and thereafter neither party will have any further obligations to the other under the terms of this Agreement.

ARTICLE 3.
VESTING ORDER

- 3.1 Upon the satisfaction or waiver of the Receiver's Conditions pursuant to ARTICLE 2, the Receiver shall apply for an order (the "**Vesting Order**") in the Supreme Court of British Columbia (the "**Court**") pursuant to which, the Receiver shall seek the Court's approval of (i) this Agreement, including without limitation, the Sale, and (ii) the discharge from title to the Lands of the charges, liens and interests (collectively, the "**Discharged Encumbrances**") identified in Schedule "A" of this Agreement and any additional and subsequent financial charges registered against title prior to the granting of the Vesting Order.

- 3.2 Subject to ARTICLE 2, the Purchasers acknowledge and agree that the Receiver's obligations in connection with this Agreement, until it is approved by the Court, are limited to putting this Agreement before the Court. Thereafter, the Receiver is subject to the jurisdiction and discretion of the Court to entertain other offers to purchase the Purchased Interest and to any further orders the Court may make regarding the Purchased Interest. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Purchased Interest. The Receiver gives no undertaking to advocate the acceptance of this Agreement. The Purchasers must make the Purchasers' own arrangements to support this Agreement in Court.
- 3.3 The Purchasers and Receiver acknowledge and agree that the respective obligations of the parties to complete the Sale under this Agreement are subject to the satisfaction of the following conditions precedent, which may only be waived in whole by the mutual written consent of the parties:
- 3.3.1. The Receiver having obtained the Vesting Order; and
- 3.3.2. The Vesting Order not being stayed, appealed, vacated or varied prior to the Closing Date.
- 3.4 If the Court declines to issue the Vesting Order or vacates, sets aside or varies the Vesting Order prior to the Closing Date for any reason whatsoever, then the parties' collective obligation to complete the Sale under this Agreement are null and void. In such event, the Receiver's solicitors shall repay the Initial Deposit in full to the Purchasers and thereafter neither party will have any further obligations to the other party under this Agreement. The Receiver will not be liable to the Purchasers or any other person in any way whatsoever in connection with any decision rendered by the Court respecting the Vesting Order.
- 3.5 Upon receipt of the Vesting Order by the Receiver, the Receiver shall forthwith deliver to the Purchasers a certified copy of the Vesting Order.

ARTICLE 4.
PURCHASE AND SALE OF
PURCHASED INTERST

- 4.1 **Closing Date.** Upon and subject to the terms and conditions of this Agreement, the Sale shall take place on or before the 10th Business Day following the issuance of the Vesting Order and shall be held at the offices of the Receiver's solicitors at 10:00 a.m. Vancouver time or at such other place or at such other time or on such other date as the Receiver and the Purchasers may mutually agree upon in writing (the "**Closing Date**").
- 4.2 **TD Discharge.** On or before the Closing Date, the Purchasers shall:

- 4.2.1. pay all amounts and do, or cause to be done, all necessary things to fully redeem and obtain a discharge of the TD Mortgage and the corresponding Certificate of Pending Litigation, registered in the Land Title Office under registration number CA7478804, (the “**TD Discharge**”); and
 - 4.2.2. obtain and deliver to the Receiver confirmation of the TD Discharge in a form satisfactory to the Receiver.
- 4.3 **Responsibility of TD Discharge.** The Purchasers acknowledge that as between the Purchasers and the Receiver, notwithstanding the fact that the Purchasers and the Receiver have an interest in and to the Lands, it is the Purchasers’ responsibility to obtain the TD Discharge on or before the Closing Date. The Purchasers agree to indemnify the Receiver and hold the Receiver harmless from and against all losses, costs, damages, expenses and costs (including legal fees calculated as between a solicitor and his own client with a right to full indemnity) which the Receiver may sustain, incur be or become liable for by reason of or arising from anything done by the Purchasers in relation to the TD Mortgage and the TD Discharge.
- 4.4 **Purchase Price.** The aggregate purchase price (the “**Purchase Price**”) payable by the Purchasers to the Receiver in consideration for the Sale shall be \$465,000. There shall be no adjustments of the Purchase Price as at closing or otherwise.
- 4.4.1. The Purchase Price will be satisfied by the Purchasers as follows:
- (i) release of the Initial Deposit to the Receiver; and
 - (ii) as to the balance, by payment on or before the Closing Date by wire transfer, certified cheque or bank draft.
- 4.5 **Initial Deposit.** The Initial Deposit shall be dealt with in the following applicable manner:
- 4.5.1. forfeited to the Receiver as liquidated damages in accordance with section 4.6 of this Agreement in the event that the Sale does not occur on or before the Closing Date by reason of the Purchasers’ breach of their obligations hereunder;
 - 4.5.2. in the event the Sale occurs on or before the Closing Date, applied toward the Purchase Price in accordance this Agreement; or
 - 4.5.3. otherwise returned to the Purchasers in accordance with this Agreement.

- 4.6 **Default by the Purchaser.** The Receiver and Purchasers acknowledge and agree that if the Sale does not occur on or before the Closing Date by reason of the Purchasers' breach of their obligations hereunder, then the Initial Deposit will be forfeited to the Receiver as liquidated damages as the Receiver's sole and exclusive remedy and thereafter the Receiver will have no further claims against the Purchasers in respect of such breach and the parties will have no further obligations or liabilities owing to the other under the terms of this Agreement. Nothing in the foregoing shall be construed as terminating or in any way limiting the Receiver's rights to indemnification from the Purchasers under this Agreement.
- 4.7 **Transfer of Purchased Interest.** Upon receipt of the Purchase Price, on the Closing Date, the Receiver shall sell, transfer, assign and convey unto the Purchasers all of the Receiver's right, title and interest in and to the Purchased Interest, free and clear of any charges, liens and interests, except for the Permitted Encumbrances, in accordance with the Vesting Order.
- 4.8 **Receiver's Closing Documents.** On the Closing Date, the Receiver will deliver to the Purchasers' solicitor such documents necessary or desirable in the Purchasers' opinion, acting reasonably, to effect the Sale as contemplated by this Agreement, to the extent not effected by the Vesting Order on the condition that the Purchasers shall have performed their obligations under this Agreement in all material aspects on or before the Closing Date.
- 4.9 **Purchasers' Closing Documents.** On the Closing Date, the Purchasers will deliver the following to the Receiver's solicitors:
- (i) payment of the balance of the Purchase Price pursuant to Section 4.4, together with a copy, or evidence of payment, as the case may be; and
 - (ii) such other documents, necessary or desirable in the Receiver's opinion, acting reasonably, to effect the Sale as contemplated by this Agreement,
- on the condition that the Receiver shall have performed its obligations under this Agreement in all material aspects on or before the Closing Date.
- 4.10 **Taxes.** All Taxes payable in connection with the Sale shall be the responsibility of the Purchasers and shall be paid as and when required by law in order to permit the consummation of the Sale as contemplated herein. The Purchasers shall indemnify, defend and hold harmless the Receiver, its officers, directors, employees, agents and shareholders, and their respective successors and assigns from and against all Taxes payable in connection the Sale.

ARTICLE 5.
REPRESENTATIONS AND
WARRANTIES OF THE RECEIVER

The Receiver hereby represent and warrant to the Purchasers as follows:

- 5.1 **Authorization.** The Receiver has, or will have after obtaining the Vesting Order, all necessary authority to execute and deliver this Agreement and all other documents and instruments contemplated herein or therein to which it is or will be party and to perform its obligations hereunder and thereunder.
- 5.2 **Resident of Canada.** The Receiver is a not a non-resident of Canada for purposes of the *Income Tax Act* (Canada).
- 5.3 **Repetition of Representations and Warranties.** The Receiver covenants and agrees with the Purchasers that the representations and warranties of the Receiver contained in this ARTICLE 5 shall be true, correct and complete in all material respects on the Closing Date with the same force and effect as if such representations and warranties were made at and as of such time.

ARTICLE 6.
REPRESENTATIONS AND
WARRANTIES OF THE
PURCHASERS

Each of the Purchasers hereby represent and warrant to the Receiver as follows:

- 6.1 **Authorization.** Each of the Purchasers:
- 6.1.1. has capacity and authority to enter into this Agreement; and
- 6.1.2. has obtained necessary consents and authorizations from the executors of the Estate to execute and deliver this Agreement and the other documents and instruments contemplated herein or therein to which it is or will be a party and to perform its obligations hereunder and thereunder.
- 6.2 **Resident of Canada.** As at the Closing Date, neither of the Purchasers are non-residents of Canada for purposes of the *Income Tax Act* (Canada).
- 6.3 **Repetition of Representations and Warranties.** The Purchasers covenant and agree with the Receiver that the representations and warranties of the Purchasers contained in this ARTICLE 6 shall be true, correct and complete in all material respects on the Closing Date with the same force and effect as if such representations and warranties were made at and as of such time.

ARTICLE 7.
SURVIVAL OF
REPRESENTATIONS AND
WARRANTIES

- 7.1 **Survival of Representations and Warranties.** All representations and warranties in ARTICLE 5 and ARTICLE 6, as given at the date hereof and restated at the Closing Date, or in any instrument or document furnished in connection with this Agreement or the transaction contemplated hereby, shall survive the closing of the transaction contemplated herein and, notwithstanding any investigation at any time made by or on behalf of any party continue in full force and effect for a period of 6 months from the Closing Date, provided that a claim for any breach of the representations and warranties contained in this Agreement, or in any instrument or document furnished in connection with this Agreement or the transaction contemplated hereby, that involves fraud or fraudulent misrepresentation may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by Law. All covenants and agreements contained herein shall survive until fully performed in accordance with their terms.

ARTICLE 8.
ACKNOWLEDGEMENT BY
PURCHASERS

- 8.1 **“As Is, Where Is”.**
- 8.1.1. Except as expressly provided herein, the Purchasers acknowledge that the Purchased Interest is being purchased on an “as is, where is” basis and without any representation or warranty by the Receiver or its directors, officers, employees, solicitors or agents of any kind and that the Purchasers have inspected the Purchased Interest and will accept the same on the Closing Date in their state, condition and location existing as of the Closing Date. For greater certainty, the Purchasers acknowledge that Receiver has not made any representation, warranty or condition, whether statutory (including under the *Sale of Goods Act* (British Columbia)), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise in this Agreement or in any instrument furnished in connection with this Agreement with respect to any matter relating to the Purchased Interest, including but not limited to, the ownership and operation thereof or liabilities, including environmental liabilities.
- 8.1.2. The Purchasers acknowledge that they have had opportunity to conduct any and all due diligence regarding the Purchased Interest and shall be deemed to have relied entirely on their own inspection and investigation in proceeding with the transaction contemplated hereunder. The Purchasers expressly disclaim reliance upon any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of

law or otherwise, regarding the Purchased Interest, or the accuracy, relevance or completeness of any information provided in connection therewith, and neither the Receiver, nor its directors, officers, employees or agents will have any liability to the Purchasers in respect of the foregoing.

8.2 Environmental Condition.

Without limiting the generality of Section 8.1, the Purchasers:

- (a) acknowledge that the Receiver specifically makes no representation regarding the compliance of the Purchased Interest with any Environmental Legislation, whether federal, provincial or municipal or with respect to any rule, regulation, covenant or agreement whether statutory or non-statutory;
- (b) agree to indemnify the Receiver and hold the Receiver harmless from and against all losses, costs, damages, expenses and costs (including legal fees calculated as between a solicitor and his own client with a right to full indemnity) which the Receiver may sustain, incur be or become liable for by reason of or arising from anything done by the Purchasers in relation to the Purchased Interest in contravention of Environmental Legislation or other Law including, without limitation, any clean-up, de-commissioning, restoration or remediation of the Purchased Interest.
- (c) hereby remise, release and forever discharge the Receiver and each of its affiliates, directors, officers, agents, employees and shareholders (in this section 8.2(c) collectively called the "Releasees") of and from any and all liability, claim, demand, obligation, cause of action, remediation, cost recovery action, investigation, proceeding, order, violation, damage, loss, cost, expense, judgment, penalty, or fine asserted by any party including, without limitation, any private party or Governmental Authority arising out of or relating to Environmental Legislation or environmental liabilities, including without limitation, any cost of managing, removing, remediating or disposing of any contaminants, as well as any liability, cost or expense whatsoever relating to any enforcement actions, orders, cost recovery actions or remedial actions related to any environmental liabilities or contaminants, except to the extent arising out of intentional misconduct of any of the Releasees and in such case only with respect to the Releasee in question, and the Purchasers hereby waive any and all such rights that the Purchasers now have or will have as against the Releasees or any of them, except to the extent arising out of intentional misconduct of any of the Releasees and in such case only with respect to the Releasee in question;
- (d) waive any requirement on the part of the Receiver, or any other party, to provide a site profile, as that term is defined in the *Environmental Management Act* (British Columbia) for the Purchased Interest; and
- (e) agree with the Receiver that the provisions of this Agreement constitute a private

agreement between the Receiver and the Purchasers by which the Purchasers accept responsibility respecting liability for any contamination and required remediation of any part of the Land.

Without limitation to any other provision of this Agreement, the provision of this Section 8.2 shall not merge on, but shall survive the Closing Date.

ARTICLE 9.
MISCELLANEOUS

- 9.1 **Notices.** All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as such party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) by email, or (iii) sent by recognized overnight courier.

If to the Purchasers:

c/o Sutherland & Company
300 - 1122 Mainland Street
Vancouver BC V6B 5L1

Attention: William Grant Sutherland
Email: grantsutherland1@mac.com

If to the Receiver:
MNP Ltd. (in its capacity as the Receiver)
Suite 2200 – 1021 West Hastings Street
Vancouver, BC V6E 0C3

Attention: Patty Wood
Email: patty.wood@mnp.ca

- with copy to -

Lawson Lundell LLP
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia V6C 3L2

Attention: William Roberts
Email: wroberts@lawsonlundell.com

All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party in accordance with this Section 9.1, (ii) if made by email, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, or (iii) if sent by overnight courier with guaranteed next day delivery, on the next Business Day following the day such notice is delivered to the courier service.

- 9.2 **Entire Agreement.** This Agreement together with other documents executed in connection herewith or referred to herein (together, the “**Documents**”) embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Documents shall affect, or be used to interpret, change or restrict, the express terms and provisions of the Documents.
- 9.3 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 9.4 **Assignment.** Subject to the following sentence, no party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. The Purchasers may assign their rights under this Agreement prior to the application for the Vesting Order, provided that no assignment will release the Purchasers from their obligations under this Agreement.
- 9.5 **Joint and Several.** The Purchasers’ covenants, agreements, representations and warranties are joint and several covenants, agreements, representations and warranties.
- 9.6 **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the Laws of British Columbia and the federal laws of Canada applicable therein.
- 9.7 **Interpretation.** The parties hereto acknowledge and agree that:
- (a) **Construction** – The rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of

this Agreement. The terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favour of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

- (b) **Consent** – Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (c) **Currency** – Unless otherwise specified all references to money amounts are to lawful currency of Canada.
- (d) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (e) **Statutory References** – A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (f) **Time** – Time is of the essence in the performance of the parties' respective obligations.
- (g) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.
- (h) **Headings and Captions** – The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

9.8 **Enforcement.** Each of the parties hereto acknowledges and agrees that the rights acquired by each party hereunder are unique and that irreparable damage would occur in the event that any of the provisions of this Agreement to be performed by the other party were not performed in accordance with their specific terms or were otherwise breached. Accordingly, in addition to the remedies to which the parties are entitled hereunder, each party hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the other party and to enforce specifically the terms and provisions hereof in the Court.

- 9.9 **Expenses.** Each of the parties hereto shall pay its own fees and expenses (including the fees of any lawyers, financial advisors, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transaction contemplated hereby whether or not the transaction contemplated hereby are consummated.
- 9.10 **Counterparts.** This Agreement may be executed in counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be made and evidenced by facsimile or other electronic means of transmission.

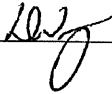
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Purchasers and the Receiver have executed this Agreement as of the day and year first written above.

AUSTIN WONG



DEREK WONG



MNP LTD., in its capacity as court-appointed receiver of certain assets of Debbie Wong

Per:

Name:
Title:

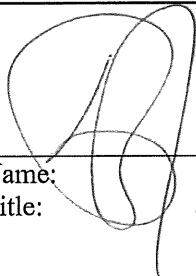
IN WITNESS WHEREOF, the Purchasers and the Receiver have executed this Agreement as of the day and year first written above.

AUSTIN WONG

DEREK WONG

**MNP LTD., in its capacity as court-appointed
receiver of certain assets of Debbie Wong**

Per:



Name: Patty E. Wood CPA, CGA, CIRP, LIT
Title: Senior Vice President

SCHEDULE "A"
DISCHARGED ENCUMBRANCES

Nature of Charge	Registration No.	Registered Owner
Injunction	CA4125017	N/A
Judgment	CA6365587, as renewed by CA7639427	Farm Credit Canada [NTD: Purchaser's counsel to confirm if discharged]
Judgment	CA6591432, as renewed by CA7978405	British Columbia Securities Commission
Judgment	CA6946847	Farm Credit Canada
Injunction	CA7859608	N/A

ADDENDUM TO PROPERTY PURCHASE AND SALE AGREEMENT

This Addendum is dated for reference May 26, 2021.

BETWEEN

MNP LTD. in its capacity as court-appointed receiver of, *inter alia*, certain assets of Debbie Wong, Suite 2200, MNP Tower, 1021 West Hastings Street, Vancouver, British Columbia V6E 0C3

(the "Receiver")

AND:

AUSTIN WONG and DEREK WONG, 18 – 17555 57A Avenue, Surrey, British Columbia V3S 7V2

(the "Purchasers")

WHEREAS:

- A. The parties entered into an agreement of purchase and sale dated May 19, 2021 (the "**Purchase Agreement**"), pursuant to which Receiver agreed to sell, transfer, assign and convey unto the Purchasers all of the Receiver's right, title and interest in and to the Purchased Interest subject to the terms of the Purchase Agreement;
- B. The parties wish to amend the Purchase Agreement by extending the Receiver's Condition Waiver Date in section 2.1 of the Purchase Agreement, on the terms, covenants and subject to the conditions set forth herein; and
- C. The Receiver wishes to notify the Purchasers that the Receiver's Conditions in section 2.1 of the Purchase Agreement are satisfied as of the date of this Addendum.

NOW THEREFORE in consideration of the mutual representations and covenants hereinafter set forth, the receipt of sufficiency of which is acknowledged, the parties covenant and agree as follows:


1. Definitions. In this agreement, except as otherwise set forth herein, capitalized terms used and not defined in this Addendum shall have the respective meanings given to them in the Purchase Agreement.
2. Addendum. The Receiver's Condition Waiver Date in section 2.1 of the Purchase Agreement is hereby extended by deleting the date of "May 21, 2021" in such section and replacing it with "May 26, 2021".

3. Satisfaction of Receiver's Conditions. The Receiver hereby acknowledges, confirms and agrees that the Receiver's Conditions in section 2.1 of the Purchase Agreement have been satisfied by the Purchasers as of the date of this Addendum, and the parties hereby acknowledge and agree that this Addendum constitutes sufficient notice from the Receiver of the satisfaction of the Receiver's Conditions.
4. No Other Addendums; Time of the Essence. Except as amended in this Addendum, all other terms and conditions of the Purchase Agreement remain the same and unmodified and in full force and effect, and time continues to be of the essence.
5. Successor and Assigns. This Addendum shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns, provided that any assignment of this Addendum is governed by the terms of the Purchase Agreement.
6. Counterparts. This Addendum may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Addendum delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Addendum.
7. Governing Law. This Addendum is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
8. Entire Agreement. This Addendum constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Purchasers and the Receiver have executed this Agreement as of the day and year first written above.

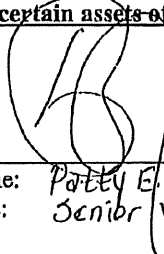
AUSTIN WONG



DEREK WONG

MNP LTD., in its capacity as court-appointed receiver of certain assets of Debbie Wong

Per:




Name: *Patty E. Wood CPA CGA CIRPLT*
Title: *Senior Vice President*

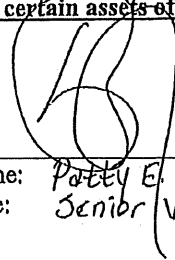
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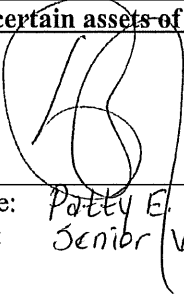
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Per:


Name: Patty E. Wood CPA CGA CIA PLLC
Title: Senior Vice President

NO. S149050
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

0805652 B.C. Ltd., et al.

PLAINTIFFS

AND:

Siu Mui Wong (also known as Debbie
Wong), Siu Kon Soo (also known as
Bonnie Soo), et al.

DEFENDANTS

AFFIDAVIT 1 OF PATTY WOOD



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

Phone: (604) 685-3456
Attention: JJS1