



NO. S-198522  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

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

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

BEFORE THE HONOURABLE ) THURSDAY, THE 16<sup>TH</sup> DAY OF  
MADAM JUSTICE BAKER ) DECEMBER, 2021  
)

THE APPLICATION of MNP Ltd., in its capacity as Court-appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of the Respondents Siu Mui “Debbie” Wong, Siu Kon “Bonnie” Soo, Origin Business Park Inc., formerly known as Wheatland Industrial Park Inc., 1300302 Alberta Inc. and D & E Arctic Investments Inc. (collectively, the “Debtors”), coming on for hearing, *via Microsoft Teams*, at Vancouver, British Columbia, on the 16<sup>th</sup> day of December, 2021; AND ON HEARING William L. Roberts, counsel for the Receiver, and those other counsel listed on **Schedule “A”** hereto, and no one appearing for the Petitioner, the

Respondents or the Intended Respondents, although duly served, and the Court being satisfied that notice of this application was provided to the third parties, **Farm Credit Canada and Her Majesty the Queen in Right of Canada**; AND UPON READING the material filed, including the Affidavit #3 of the Patty Wood sworn herein on November 30, 2021 (the “**Receiver’s Affidavit**”); THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the “**Transaction**”) contemplated by the Contract of Purchase and Sale dated December 14, 2021 and addenda (collectively, the “**Sale Agreement**”) between the Receiver and Navdeep Kaur Sidhu (the “**Purchaser**”), for the sum of \$1,777,777.00, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the “**Purchased Assets**”).
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule “B”** hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule “C”** hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Orders of this Court dated October 3, 2019, as amended and restated by the Order of this Court dated August 27, 2021 (collectively, the “**Receivership Order**”); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule “D”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “E”** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. Upon presentation for registration in the Land Title Office for the Land Title District of the City of Maple Ridge of a certified copy of this Order, together with a letter from Lawson Lundell LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
  - (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule “C”** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in

respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "E"**.
4. The net proceeds from the sale of the Purchased Assets after adjustments, be paid to the law firm of Lawson Lundell LLP, Barristers and Solicitors, "In Trust", 1600 - 925 West Georgia Street, Vancouver, British Columbia, to be paid without further order in accordance with the following priorities:
- (a) Firstly, in payment of all matters of adjustment with respect to the sale of the Purchased Assets, including without limitation outstanding property taxes, water and sewer rates, and interest and penalties thereon owing in connection with the Purchased Assets;
  - (b) Secondly, in payment of real estate commission;
  - (c) Thirdly, the Receiver's 3/16 share of the net proceeds from the sale of the Purchased Assets shall be paid over and dealt with by the Receiver in accordance with the Receivership Order; and
  - (d) Fourthly, the balance, if any, to be paid as follows:
    - (i) a 2/16 share of the net proceeds from the share of the Purchased Assets shall be paid over to Hilton Wing Chong Sue and Becky Ting Chang Luk by way of a bank draft or law firm trust cheque payable to Hilton Sue and Becky Luk and delivered to either of them at 3469 Triumph Street, Vancouver, BC, V5K 1T9;
    - (ii) a 1/16 share of the net proceeds from the share of the Purchased Assets shall be paid over to Sandy Wee Chyiu Mar by way of a bank draft or law firm trust cheque payable to Sandy Mar and delivered to her at 13399 – 60th Avenue, Surrey, BC, V3X 2M1;
    - (iii) a 1/16 share of the net proceeds from the share of the Purchased Assets shall be paid over to Ritchie Roy Sue by way of a bank draft or law firm trust cheque payable to Ritchie Sue and delivered to him c/o Hilton Wing Chong Sue or Becky Ting Chang Luk at 3469 Triumph Street, Vancouver, BC, V5K 1T9;

- (iv) a 2/16 share of the net proceeds from the share of the Purchased Assets shall be paid over to 0765311 B.C. Ltd. by way of a bank draft or law firm trust cheque payable to 0765311 B.C. Ltd. and delivered to them at 3326 Parker Street, Vancouver, BC, V5K 2V9;
  - (v) a 2/16 share of the net proceeds from the share of the Purchased Assets shall be paid over to 0760251 B.C. Ltd. by way of a bank draft or law firm trust cheque payable to 0760251 B.C. Ltd. and delivered to them at 12854 – 107A Avenue, Surrey, BC, V3T 2G5;
  - (vi) a 2/16 share of the net proceeds from the share of the Purchased Assets shall be paid over to 0765994 B.C. Ltd. by way of a bank draft or law firm trust cheque payable to 0765994 B.C. Ltd. and delivered to them at 4636 Todd Street, Vancouver, BC, V5R 3P8;
  - (vii) a 2/16 share of the net proceeds from the share of the Purchased Assets shall be paid over to 0765316 B.C. Ltd. by way of a bank draft or law firm trust cheque payable to 0765316 B.C. Ltd. and delivered to them at 2677 E 40th Avenue, Vancouver, BC, V5R 2V8; and
  - (viii) a 1/16 share of the net proceeds from the share of the Purchased Assets shall be paid over to Kwok Kie Soo by way of a bank draft or law firm trust cheque payable to Kwok Kie Soo and delivered to him at 9680 Gilhurst Crescent, Richmond, BC, V7A 1P2.
5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 9:00 a.m. on the Possession Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "E"**.
7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
8. Notwithstanding:
- (a) these proceedings;
  - (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

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

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

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

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



Signature of William L. Roberts  
 Party  Lawyer for the Petitioners

BY THE COURT



REGISTRAR



**Schedule A – List of Parties Appearing**

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

Schedule B – Receiver’s Certificate

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PETITIONER

AND:

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

RESPONDENTS

**Receiver’s Certificate**

RECITALS

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

B. Pursuant to an Order of the Court dated December 16, 2021 (the “**Approval and Vesting Order**”), the Court approved the Contract of Purchase and Sale dated December 14, 2021 and addenda (collectively, the “**Sale Agreement**”) between the Receiver and Navdeep Kaur Sidhu (the “**Purchaser**”), for the sum of \$1,777,777.00, and provided for the vesting in the Purchaser of all of the right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Section 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

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

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

Per: \_\_\_\_\_



## Schedule C – Purchased Assets

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

PARCEL IDENTIFIER: 011-016-272

LOT 3 SECTION 23 TOWNSHIP 12 NEW WESTMINSTER DISTRICT PLAN 4023

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

<b>Nature of Charge</b>	<b>Registration No.</b>
Securities Act Charge	BB3013226
Judgment Farm Credit Canada	CA6365586, renewed by CA7639428 and CA983909
Judgment Farm Credit Canada	CA6365587, renewed by CA7639427 and CA9183886
Judgment British Columbia Securities Commission	CA6591432, renewed by CA7978405
Judgment Her Majesty the Queen in Right of Canada	CA7837829, renewed by CA9397597
Injunction British Columbia Securities Commission	CA7859608

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

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