

NO. S-198522  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:



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

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

BEFORE THE HONOURABLE )  
JUSTICE *BAKER* ) 15/June/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 15<sup>th</sup> day of June, 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 or the Respondents, although duly served, and the Court being satisfied that notice of this application was provided to the third parties, **Austin Wong and Derek Wong**, in their personal capacity and in their capacity as the **Executors of the Will of Wai Hung Wong, Deceased, The Toronto Dominion Bank and Farm Credit Canada**; AND UPON READING the material filed, including the Affidavit of the Patty Wood sworn herein on May 31, 2021 (the "Receiver's Affidavit");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the “**Transaction**”) contemplated by the Property Purchase and Sale Agreement dated May 19, 2021 and addenda (collectively the “**Sale Agreement**”), between the Receiver and Austin Hon Git Wong and Derek Wai Git Wong, as Joint Tenants (the “**Purchasers**”), a copy of which is attached as Exhibits “G” and “H” to the Receiver’s Affidavit, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchasers of the assets described in the Sale Agreement (the “**Purchased Assets**”).
2. Upon delivery by the Receiver to the Purchasers of a certificate substantially in the form attached as **Schedule “B”** hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule “C”** hereto shall vest absolutely in the Purchasers in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated October 3, 2019; (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 Surrey 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 Purchasers 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

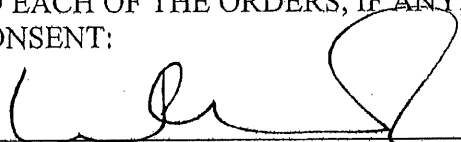
same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchasers in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchasers 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 shall be paid over and dealt with by the Receiver in accordance with the Receivership Order pronounced October 3, 2019.
  5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
  6. 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.
  7. 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 Purchasers 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.
  8. 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.

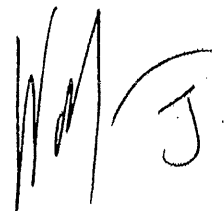
9. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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:



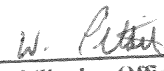
Signature of Lawyer for the Applicant  
William L. Roberts

BY THE COURT



REGISTRAR

Certified a true copy according to  
the records of the Supreme Court  
at Vancouver, B.C.  
DATED: JUN 16 2021

  
Authorized Signing Officer  
WILLIAM PETTIT



**Schedule A – List of Appearing Parties**

<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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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, 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 June 15, 2021 (the “**Approval and Vesting Order**”), the Court approved the Property Purchase and Sale Agreement dated May 19, 2021, (the “**Sale Agreement**”) between the Receiver and Austin Hon Git Wong Wong and Derek Wai Git Wong, as Joint Tenants (the “**Purchasers**”) and provided for the vesting in the Purchasers of all of the right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Articles 3 and 4 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 Articles 3 and 4 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: \_\_\_\_\_  
Patty Wood, Receiver

**Schedule C – Purchased Assets**

**The one-half interest of Siu Mui Wong in and to:**

**16863 58A Avenue, Surrey, British Columbia**

**CITY OF SURREY**

**PARCEL IDENTIFIER: 018-997-554**

**LOT 4 SECTION 7 TOWNSHIP 8 NEW WESTMINSTER DISTRICT**

**PLAN LMP19441**



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

Nature of Charge	Registration No.
Injunction	CA4125017
Judgment Farm Credit Canada	CA6365587, renewed by CA7639427
Judgment British Columbia Securities Commission	CA6591432, renewed by CA7978405
Judgment Farm Credit Canada	CA6946847
Injunction	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, legal notations, and the following:

Nature of Charge	Registration No.
Statutory Right of Way City of Surrey	BH334438
Easement	BH362681
Covenant City of Surrey	BH362684
Covenant City of Surrey	BH362685
Covenant City of Surrey	BH362688
Statutory Building Scheme	BH362689
Mortgage The Toronto-Dominion Bank	BB1082043
Certificate of Pending Litigation The Toronto-Dominion Bank	CA7478804