



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

**NOTICE OF APPLICATION**

**NAME OF APPLICANT:** MNP Ltd. (the "**Receiver**"), in its capacity as receiver of the assets and 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**") appointed by the Order of the Honourable Mr. Justice Groves, made herein on October 2, 2019

**To:**

**The Petitioner, British Columbia  
Securities Commission**  
c/o Lawson Lundell LLP  
1600 – 925 West Georgia Street  
Vancouver, BC V6C 3L2  
Attention: William L. Roberts  
[wroberts@lawsonlundell.com](mailto:wroberts@lawsonlundell.com)

**The Defendants, Siu Mui (Debbie) Wong,  
Siu Kon (Bonnie) Soo, D&E Arctic  
Investments Inc. and 1300302 Alberta Inc.**  
c/o Owen Bird Law Corporation  
2900 – 595 Burrard Street  
Vancouver, BC V7X 1J5  
Attention: Terence Yu  
[tyu@owenbird.com](mailto:tyu@owenbird.com)

**Austin Wong and Derek Wong, Executors of  
the Will of Wai Hung Wong, Deceased**  
c/o Paul A. Hildebrand Law Corporation  
128 West Pender Street, Suite 1300  
Vancouver, BC V6B 1R8  
Attention: Paul Hildebrand  
[paul@phlaw.ca](mailto:paul@phlaw.ca)

**The Toronto-Dominion Bank**  
c/o Farris LLP  
2500 – 700 West Georgia Street  
Vancouver, BC V7Y 1B3  
Attention: Robert P. Sloman  
[rslooman@farris.com](mailto:rslooman@farris.com)

**Farm Credit Canada**

c/o Baker Newby LLP  
 200-2955 Gladwin Rd.  
 Abbotsford, BC V2T 5T4  
 Attention: Adnan N. Habib  
[ahabib@bakernewby.com](mailto:ahabib@bakernewby.com)

TAKE NOTICE that an application will be made by the applicant, *via Microsoft Teams*, to the presiding Judge in Chambers at the courthouse at **800 Smithe Street, Vancouver, B.C.** on Tuesday, June 15, 2021, at **9:45 a.m.** for the order(s) set out in Part 1 below.

**PART 1: ORDER(S) SOUGHT**

1. An Order Approving the sale of the Receiver's interest in and to subject lands and premises, as described below, in the form attached as **Schedule "A"** hereto, with blacklined copy from the Model Approval and Vesting Order attached as **Schedule "B"**.

**PART 2: FACTUAL BASIS**

2. By Order (the "**Receivership Order**") pronounced on October 3, 2019, the Receiver was appointed Receiver of the assets, undertakings and properties of the Debtors, including, *inter alia*, the Debtors' interest in and to the lands and premises more particularly known and described as:

PARCEL IDENTIFIER: 018-997-554  
 LOT 4 SECTION 7 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN  
 LMP19441

(the "**Lands**").

3. The Receivership Order provides, *inter alia*, that the Receiver is authorized to market the Lands for sale, to solicit offers in respect of those assets and to negotiate such terms and conditions of sale as deemed appropriate, with any eventual sale being subject to Court approval.
4. The Lands consist of a single-family residential property located at 16863 58A Avenue, Surrey, British Columbia. The registered owners of the Lands are:
  - (a) the Respondent Siu Mui "Debbie" Wong ("**Ms. Wong**"), as to an undivided one-half interest; and
  - (b) Austin Wong and Derek Wong, Executors of the Will of Wai Hung Wong, Deceased (collectively, the "**Estate**"), as to an undivided one-half interest.

5. The Receiver has been approached by counsel on behalf of Austin Wong and Derek Wong, as Joint Tenants (the “**Purchasers**”), being the sons of Wai Hung Wong, Deceased, advising that they would like to purchase Ms. Wong’s undivided one-half interest in the Lands in their personal capacities, in order to preserve the Lands as the family residence.
6. In order to consider an offer for the Lands from the Purchasers, the Receiver has relied on the following valuations to determine the current market value of the Lands and a sale price it could reasonably expect to achieve if the Lands were marketed and listed through a typical sale process:

<b>Valuation</b>	<b>Date</b>	<b>Value</b>
Landcor Property Valuator	March 16, 2021	\$1,235,000
Appraisal Jason R. Wagenaar, Platinum Appraisals	March 15, 2021	\$1,350,000
Current Market Analysis Herb Johnstone, Sutton West Coast Realty	March 29, 2021	\$1,450,000 to \$1,475,000

7. Based on the valuations listed above, the median value of the Lands would be \$1,349,166.
8. The Toronto Dominion Bank holds a first mortgage of the Lands and Certificate of Pending Litigation, registered under Nos. BB1082043 and CA7478804, respectively (the “**TD Charges**”). The Toronto-Dominion Bank has commenced foreclosure proceedings with respect to the Lands in the matter *The Toronto-Dominion Bank v. Debbie Siu Mui Wong and others*, SCBC Vancouver Registry No. H190321 (the “Foreclosure Proceeding”). The current amount owing to The Toronto-Dominion Bank is approximately \$470,000. As a condition of the sale, the Purchasers will separately payout and obtain discharge of the TD Charges.
9. The property tax levy for the Lands for the 2021 taxation year is \$5,121.10.
10. The following is a summary of the approximate value of Ms. Wong’s interest in the Lands based on the median value of the Lands set out above

Median Value of Lands	\$1,349,166.00
Less: Approximate amounts secured by the TD Charges as at date of closing	-470,000.00
Estimated adjustment for 2021 property taxes	-2,600.00
<b>Total</b>	<b>\$876,566.00</b>
<b>Approximate value of Ms. Wong’s one-half interest</b>	<b>\$438,283.00</b>

11. The Receiver has accepted an offer (the “**Offer**”) from the Purchasers to purchase Ms. Wong’s undivided one-half interest in the Lands, dated May 19, 2021, for a sale price of \$465,000. The Offer is subject only to Court approval. The completion date of the sale is 10 business days after court approval of the Offer.
12. Accordingly, taking into account closing costs and amounts owing pursuant to the TD Charges and the valuations obtained, the offer from the Purchasers represents fair market value of the Receiver’s interest in and to the Lands.

**PART 3: LEGAL BASIS**

13. Based upon the facts set out in Part 2 above, the Receiver submits that the subject offer reflects the fair market value of the lands, the sale is commercially reasonable, and that it will enable this Receivership to come to a conclusion.
14. The applicant will rely on Rules 6-2 and 13-5 of the Supreme Court Civil Rules and s. 15 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253.

**PART 4: MATERIAL TO BE RELIED ON**

15. Order appointing Receiver pronounced October 3, 2019.
16. Affidavit of Patty Wood sworn herein on May 31, 2021.

The applicant(s) estimate(s) that the application will take **10 minutes** and will be heard by **Microsoft Teams**.

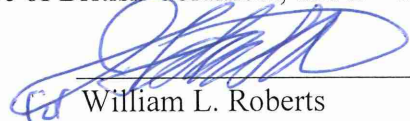
- This matter is within the jurisdiction of a Master.
- This matter is not within the jurisdiction of a Master

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

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed Application Response;

- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (d) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated at the City of Vancouver, in the Province of British Columbia, this 2<sup>nd</sup> day of June, 2021.

  
William L. Roberts  
Lawson Lundell LLP  
Solicitors for the Applicant

**Filed by:**  
William L. Roberts  
Lawson Lundell LLP  
1600 – 925 West Georgia Street  
Vancouver, British Columbia, V6C 3L2  
Telephone: 604-685-3456; Fax: 604-669-1620  
Email for Application: [wroberts@lawsonlundell.com](mailto:wroberts@lawsonlundell.com)

*To be completed by the court only:*

Order made

in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this Notice of Application

with the following variations and additional terms:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature of  Judge  Master

**APPENDIX**

The following information is provided for data collection purposes only and is of no legal effect.

**THIS APPLICATION INVOLVES THE FOLLOWING:**

- Other –application by Receiver for Approval of Sale**

SCHEDULE "A"

NO. S-198522  
VANCOUVER REGISTRY

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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 )  
 ) 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 Respondents, although duly served, and the Court being satisfied that notice of this application was provided to the third parties, **The Toronto Dominion Bank** and **Farm Credit Canada**; AND UPON READING the material filed, including the Affidavit of the Patty Wong 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 “C”** 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 “D”** 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:

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Signature of Lawyer for the Applicant  
William L. Roberts

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Signature of Lawyer for the Respondent

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BY THE COURT

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REGISTRAR

**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**

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

**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 \_\_\_\_\_, 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 and the following:

<b>Nature of Charge</b>	<b>Registration No.</b>
Mortgage The Toronto-Dominion Bank	BB1082043
Certificate of Pending Litigation The Toronto-Dominion Bank	CA7478804



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ORIGIN BUSINESS PARK INC. formerly known as

WHEATLAND INDUSTRIAL PARK INC.

1300302 ALBERTA INC.

D & E ARCTIC INVESTMENTS INC.

RESPONDENTS

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**ORDER MADE AFTER APPLICATION  
APPROVAL AND VESTING ORDER**

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

Email: [wroberts@lawsonlundell.com](mailto:wroberts@lawsonlundell.com)

SCHEDULE "B"

~~MODEL APPROVAL AND VESTING ORDER~~ SCHEDULE "A"

~~{current to August 1, 2015}~~

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RESPONDENTS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE

)  
)  
)

~~dd/mm/yyyy~~ 15/June/2021

THE APPLICATION of ~~{RECEIVER'S NAME}~~ MNP Ltd., in its capacity as Court-appointed ~~{Receiver or Receiver and Manager}~~ (the "Receiver") of the assets, undertakings and properties of ~~{Name of Debtor}~~ 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 Respondents, although duly served, and the Court being satisfied that notice of this application was provided to the third parties, The Toronto Dominion Bank and Farm Credit Canada;

AND UPON READING the material filed, including the ~~Report~~Affidavit of the ~~Receiver~~-dated-  
~~\_\_\_\_\_~~Patty Wong sworn herein on May 31, 2021 (the "~~Report~~Receiver's  
Affidavit")~~[4]~~;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the ~~f~~Asset~~Property~~ Purchase and Sale Agreement~~f~~ 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 "~~Purchaser~~Purchasers")~~[2]~~, a copy of which is attached as ~~Appendix~~Exhibits "~~—~~G" and "~~—~~H" to the ~~Report~~Receiver's Affidavit is hereby approved, and the Sale Agreement is commercially reasonable.~~[3]~~ The execution of the Sale Agreement by the Receiver~~[4]~~ 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~~Purchasers of the assets described in the Sale Agreement (the "**Purchased Assets**").
2. Upon delivery by the Receiver to the ~~Purchaser~~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 ~~f~~and listed on **Schedule "C"** hereto~~f~~~~[5]~~ shall vest absolutely in the ~~Purchaser~~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**"~~[6]~~) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated ~~[Date]~~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. ~~[7]~~
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

~~[Receiver's counsel]~~ 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~~Purchasers as the owner of the Lands, as identified in Schedule "~~FC~~" 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~~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 ~~Purchaser~~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~~".~~[8]~~
4. ~~For the purposes of determining the nature and priority of Claims, the~~The net proceeds ~~[9]~~ from the sale of the Purchased Assets shall ~~stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale [10], as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale~~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. Pursuant to Section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or Section 18(10)(o) of the Personal Information Protection Act of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in Schedule "~~\_\_\_\_\_~~" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor. [11]~~



~~7. 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 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "E".~~

~~6. 8.~~ 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 ~~{provided that the Closing Date occurs by \_\_\_\_\_ or within \_\_\_\_\_ days of the date of this Order}.~~

~~7. 9.~~ 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~~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. 10.~~ 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. 11.~~ 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  
~~Party~~ Lawyer for the ~~Petitioners~~ Applicant  
William L. Roberts

<Print Name>

\_\_\_\_\_  
Signature of  
~~Party~~ Lawyer for <name of party(ies)> the  
Respondent

<Print Name>

BY THE COURT

\_\_\_\_\_  
REGISTRAR

Schedule A – ~~Purchased Assets~~ List of Appearing Parties

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

~~{Note: Specifically list legal titles if Real Property}~~

**Schedule B – Receiver’s Certificate**

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

**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 \_\_\_\_\_, 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.



Current to August 1, 2015

- 2 -

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**

<u>Nature of Charge</u>	<u>Registration No.</u>
<u>Injunction</u>	<u>CA4125017</u>
<u>Judgment</u> <u>Farm Credit Canada</u>	<u>CA6365587, renewed</u> <u>by CA7639427</u>
<u>Judgment</u> <u>British Columbia Securities Commission</u>	<u>CA6591432, renewed</u> <u>by CA7978405</u>
<u>Judgment</u> <u>Farm Credit Canada</u>	<u>CA6946847</u>
<u>Injunction</u>	<u>CA7859608</u>

**Schedule ~~CE~~ – 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 and the following:

<u>Nature of Charge</u>	<u>Registration No.</u>
<u>Mortgage</u> <u>The Toronto-Dominion Bank</u>	<u>BB1082043</u>
<u>Certificate of Pending Litigation</u> <u>The Toronto-Dominion Bank</u>	<u>CA7478804</u>

NO. S-198522

2. ↔

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA ~~MODEL~~

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

SIU MIJ "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

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ORDER MADE AFTER APPLICATION  
APPROVAL AND VESTING ORDER

EXPLANATORY NOTES

B.C. Model Insolvency Order Committee  
Vancouver, British Columbia

~~These Notes are to be read together with the new Model Approval and Vesting Order developed by the B.C. Model Insolvency Order Committee (as described below).~~

~~[1] — This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. In the past, the Land Title Office has been unwilling to vest off interests without proof that certain parties have been served. Accordingly, it is recommended that the Order itself reflect service on all parties whose interests are to be removed from title.~~

~~[2] — If the Purchased Assets include real property, counsel will need to describe the Purchaser in accordance with how it wishes to be described on title — including Purchaser's full name, Incorporation details if applicable, address, joint tenancy, etc.~~

~~[3] — Section 247 of the *Bankruptcy and Insolvency Act*, section 68(2) of the *British Columbia Personal Property Security Act* and the relevant case authorities provide that the Receiver has a duty to ensure that any sale of assets is commercially reasonable. Accordingly, it has become the practice of Receivers and their counsel to seek a declaration of the Court that a particular asset sale is commercially reasonable. The Receiver and its counsel should ensure that there is sufficient evidence to enable the Court to make a finding that the transaction to be approved is commercially reasonable, including without limitation evidence as to marketing and any appraisals.~~

~~[4] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~[5] To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a schedule. Some judges prefer to have the Sale Agreement itself appended as a schedule to the Order.~~

~~[6] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the BCMIOC's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~[7] The Order is not intended to relieve the Debtor, the Receiver or any Purchaser of any applicable statutory or regulatory requirements arising on the transfer of the Purchased Assets (for example, complying with Forest Act requirements in respect of the transfer of a license such as a Forest License).~~

~~[8] This provision is required if the Purchased Assets include real property. In addition, in some cases, it is appropriate to provide that the~~

~~Petitioner or Plaintiff provide a release of its Certificate of Pending Litigation.~~

~~[9]—The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds". In some cases, it may be appropriate to direct the Receiver to pay certain claims, such as, for example, to secured creditors where there is no issue as to priority.~~

~~[10]—This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

~~[11]—The Receiver and Purchaser should take care to act under this provision with respect to the Purchased Assets only.~~





Action No. \_\_\_\_\_

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

{PLAINTIFF(S)/PETITIONER(S)}  
Plaintiff(s)/Petitioner(s)

-and-

{DEFENDANT(S)/RESPONDENT(S)}  
Defendant(s)/Respondent(s)

AND:

Action No. \_\_\_\_\_

Estate No. \_\_\_\_\_

IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF  
{THE DEBTOR(S)}

B.C. MODEL APPROVAL AND VESTING ORDER



[Barristers & Solicitors](#)  
[1600 Cathedral Place](#)  
[925 West Georgia Street](#)  
[Vancouver, B.C. V6C 3L2](#)  
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NO. S-198522  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

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AND:

SIU MUJ "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

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**NOTICE OF APPLICATION**

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