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September 3, 2020

DELIVERED and EMAIL

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Owen Bird LLP
Three Bentall Centre, 29th Floor
595 Burrard Street
Vancouver, BC V7X 1J5

Attention: Terrence Yu
(tyu@owenbird.com)

Harper Grey LLP
3200-650 West Georgia Street
Vancouver, BC V6B 4P7

Attention: Rod Anderson
(randerson@harpergrey.com)

Forrester & Company
300-171 Water Street
Vancouver, BC V6B 1A7

Attention: Glen Forrester
(gforrester@forresterbarristers.ca)

Lindsay Kenney LLP
1800, 401 West Georgia Street
Vancouver, BC V6B 5A1

Attention: J. Reilly Pollard
(rpollard@lklaw.ca)

Dear Sirs and Mesdames:

***British Columbia Securities Commission v. Siu Mui “Debbie” Wong et al, BCSC, Vancouver
Action No. 198522***

Please find enclosed for service a Notice of Application filed by MNP Ltd. and Affidavit no. 1 of Linda Alexander, both filed August 28, 2020.

The application is set for **9:45 a.m. on Wednesday, October 14th, 2020** at the Vancouver Law Courts at 800 Smithe Street, Vancouver, BC, via teleconference.

Yours very truly,

LAWSON LUNDELL LLP

Joel Schachter

JJS1/lbl
Enc.



NO. S198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

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

RESPONDENTS

NOTICE OF APPLICATION

Name of Applicant:

MNP Ltd. (the "**Applicant**"), in its capacity as receiver, without security, of certain assets undertakings and property of Siu Mui "Debbie" Wong, Siu Kon "Bonnie" Soo, Origin Business Park Inc. formerly known as Wheatland Industrial Park Inc., 1300302 Alberta Inc. and D & E Arctic Investments Inc.

To:

Owen Bird Law Corporation
Attention.: Terence Yu
2900 – 595 Burrard St.
Vancouver, BC V7X 1J5

Harper Grey LLP
Attention: Rod Anderson
3200 – 650 West Georgia Street
Vancouver, BC V6B 4P7

Austin Wong and Derek Wong
in their capacities as joint executors
of the Estate of Gilbert Wong
c/o J. Reilly Pollard,
Lindsay Kenney LLP
1800 – West Georgia Street
Vancouver, BC V6B 5A1

Kwok Kie Soo
7431 Reeder Road,
Richmond, BC, V7A 1C4

Forrester & Company
Attention: Glen Forrester
300 – 555 West Georgia Street
Vancouver, BC V6B 1Z6

TAKE NOTICE that an application will be made *via teleconference* by the Applicant to the presiding Judge at the courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on the 14th day of October, 2020, at 9:45 a.m. for the Order set out in Part 1 below.

Part 1: ORDER SOUGHT

1. An Order that Owen Bird Law Corporation pay to the Applicant the sum of \$153,011.01 by delivering to Lawson Lundell LLP, 1600 – 925 West Georgia Street, Vancouver, B.C. V6C 3L2, a trust cheque made payable to “Lawson Lundell LLP – In Trust for MNP Ltd.” within 7 business days of receiving a copy of the entered order made after this application.
2. So far as necessary to give effect to the preceding paragraph, an Order varying the Mareva Order, as defined below.

Part 2: FACTUAL BASIS

3. Pursuant to a liability decision dated June 16, 2016, and sanctions decision dated February 20, 2017, the British Columbia Securities Commission (the “**Commission**”) ordered that Siu Mui “Debbie” Wong (“**Ms. Wong**”), Siu Kon “Bonnie” Soo (“**Ms. Soo**”) and their related companies, among other things, disgorge over \$9 million and pay an administrative penalties exceeding \$12 million in relation to a securities fraud perpetrated by those parties.

Affidavit of Catherine Palmer, sworn July 30, 2019, Ex. D and E

4. To facilitate an orderly recovery and distribution of funds to investors, the Commission commenced these proceedings seeking the appointment of the Applicant as receiver.
5. Pursuant to an Order pronounced October 3, 2019, the Applicant was appointed as receiver, without security, of the assets, undertakings and property of Ms. Wong and Ms. Soo and their related companies.

Affidavit of Linda Alexander, sworn August 27, 2020, Ex. A

6. As set out in Schedule B of the Receivership Order, the property and assets that are subject of the Receivership Order include Respondents’ interest in the net sale proceeds of \$204,014.69 (the “**Sale Proceeds**”) from lands and premises located at 33136 Dewdney Trunk Road, Mission, BC and legally described as follows:

PID: 011-946-288
 Lot 1 except; Parcel “A” (Reference Plan 10352), Section 33 Township 17
 New Westminster District Plan 1072
 (the “**Property**”).

7. The Sale Proceeds are presently held by Owen Bird LLP.

8. Prior to the sale of the Property, the registered owners of the Property were: Ms. Wong and her (deceased) husband Gilbert Wai Hung Wong (“**Mr. Wong**”), as joint tenants as to 50%, and Ms. Soo and her husband Kwok Kie Soo (“**Mr. Soo**”), as joint tenants as to the remaining 50% (collectively, the “**Vendors**”). Upon the death of Mr. Wong, his interest passed as a matter of law to Ms. Wong.

Affidavit of Linda Alexander, sworn August 27, 2020, Ex. B

9. Accordingly, the Applicant seeks an order authorizing the distribution of 75% of the Sale Proceeds, being \$153,011.01.
10. The sale of the Property completed on December 22, 2015. At the time of sale, the Property was subject to a *Securities Act* charge under registration number BB3013226 (the “**Securities Act Charge**”). Prior to closing, the Commission agreed to remove the *Securities Act* Charge to facilitate the completion of the sale of the Property providing that the Vendors’ solicitor agreed to hold the net sale proceeds in trust on his undertaking that the net sale proceeds would not be paid out to any party, save and except:
- a. with the consent of each of:
 - i. the Vendors;
 - ii. the Commission; and
 - iii. the Plaintiffs in SCBC Action No. S139102, Vancouver Registry, and the Plaintiffs in SCBC Action No. S149050, Vancouver Registry (collectively, the “**Plaintiffs**”); or
 - b. upon Court Order directing payment or disbursement of all or a portion net sale proceeds, on notice to each of:
 - i. Harper Grey LLP (attention: Rod Anderson) on behalf of Ms. Wong and Ms. Soo;
 - ii. Owen Bird Law Corporation (attention: Trevor Yu) on behalf of the Vendors;
 - iii. Forrester & Company (attention: Glen Forrester) on behalf of all of the Plaintiffs; and
 - iv. Lawson Lundell LLP (attention: William Roberts) on behalf of the Commission.
- (the “**Undertakings**”).

Affidavit of Linda Alexander, sworn August 27, 2020, Ex. C

11. On December 2, 2014, a mareva order was made in SCBC Action No. 149050 enjoining the Vendors from selling the Property (the “**Mareva Order**”). Prior to the sale of the Property, the Mareva Order was varied to permit the sale of the Property.

Affidavit of Linda Alexander, sworn August 27, 2020, Ex. G & H

12. Mr. Wong passed away on June 28, 2018. As the surviving joint tenant, Ms. Wong now has an undivided 50% interest in the Property and its proceeds.

Affidavit of Linda Alexander, sworn August 27, 2020, Ex. F (Page 52)

13. The Applicant continues to investigate whether Mr. Soo has a beneficial interest in the remaining 25% interest.

Part 3: LEGAL BASIS

1. The Applicant relies on the Receivership Order and the common law.
2. An agreement to convert property from one species to another does not sever the joint tenancy. As a result, 75% of the Sale Proceeds should be retained by the Applicant to account for Ms. Wong’s 50% interest and Ms. Soo’s 25% interest.

Zeligs v. Janes, 2015 BCSC 7, affirmed in 2016 BCCA 280
Flannigan v. Wotherspoon, 1952 CanLII 208 (BC SC)
Bergen v. Bergen, 2013 BCCA 492

Part 4: MATERIAL TO BE RELIED ON

1. The Petition, filed July 31, 2019;
2. Affidavit of Catherine Palmer, sworn July 30, 2019;
3. The Receivership Order, entered October 3, 2019;
4. Affidavit of Linda Alexander, sworn August 27, 2020; and
5. Such further and other materials as counsel may advise and this Honourable Court may accept.

The Applicant estimates that the application will take 1 hour.

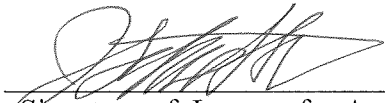
This matter is not within the jurisdiction of a Master.

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 of 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;
 - iii. if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: August 28, 2020



 Signature of Lawyer for Applicant
 Joel Schachter

This Notice of Application is filed by Joel Schachter, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.

To be completed by the Court only:

Order made

- in the terms requested in paragraphs _____ of Part 1 of this 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:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts

NO. S198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

BRITISH COLUMBIA SECURITIES COMMISSION
PETITIONER

AND:
SIU MUI "DEBBIE" WONG AND OTHERS.
RESPONDENTS

NOTICE OF APPLICATION



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

Phone: (604) 685-3456
Attention: Joel Schachter



This is the 1st Affidavit of Linda Alexander
in this case and was made on August ~~27~~, 2020

NO. S198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

BETWEEN:

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PETITIONER

AND:

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

RESPONDENTS

AFFIDAVIT

I, Linda Alexander, Paralegal, of 1600-925 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, SWEAR THAT:

1. I am a Paralegal with the law firm of Lawson Lundell LLP, solicitors for the Applicant, MNP Ltd. in its capacity as court-appointed receiver (the "**Receiver**"), and as such have personal knowledge of the matters herein deposed to, except where stated to be based on information and belief, in which case I verily believe them to be true.
2. On October 3, 2019, the Commission sought and obtained an order in these proceedings appointing MNP as Receiver, without security, of the assets undertaking and property of Siu Mui "Debbie" Wong ("**Ms. Wong**"), Siu Kon "Bonnie" Soo ("**Ms. Soo**") and their

related companies. Attached hereto and marked as *Exhibit "A"* (exhibit page 1) is a copy of the Receivership Order.

3. This application relates to the net sale proceeds of the following lands and premises with a a civic address of 33136 Dewdney Trunk Road, Mission, B.C.:

PID: 011-946-288

Lot 1 except; Parcel "A" (Reference Plan 10352), Section 33 Township 17
New Westminster District Plan 1072

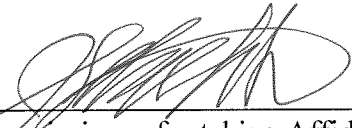
(the "**Property**")

Attached hereto and marked as *Exhibit "B"* (exhibit page 19) is a copy a historical title search for the Property.

4. The Property was sold on December 22, 2015, with title effectively transferred by the Land title Office on February 5, 2016, and the net sale proceeds are held by Owen Bird LLP on specific undertakings. Attached hereto and marked as *Exhibit "C"* (exhibit page 22) to this my affidavit is a true copy of a letter dated December 18, 2015 from William L. Roberts to William Lim of Lim & Company Lawyers and Terrence Yu of Owen Bird Law Corporation.
5. Attached hereto and marked as *Exhibit "D"* (exhibit page 27) to this my affidavit is a true copy of a letter dated December 22, 2015 from Mr. Lim to Mr. Yu enclosing a trust cheque in the amount of \$204,014.69, being the net sale proceeds from the sale of the Property..
6. Attached hereto and marked as *Exhibit "E"* (exhibit page 37) to this my affidavit is a true copy of the petition bearing the following style of cause: *Austin Wong and Derek Wong in their capacities as joint executors of the Estate of Wai Hung Wong v. Sui Mui Wong et al.*, Action No. S-1912223.
7. Attached hereto and marked as *Exhibit "F"* (exhibit page 46) to this my affidavit is a true copy of the Affidavit of Derek Wong filed on October 29, 2019 in those Petition proceedings. A death certificate for Ms. Wong's husband is attached as Exhibit "C" to that affidavit.
8. Attached hereto and marked as *Exhibit "G"* (exhibit page 64) to this my affidavit is a true copy of the Mareva Order pronounced on December 2, 2014, in the proceeding bearing the following style of cause: *0805652 B.C. Ltd. et al. v. Siu Mui Wong (also known as Debbie Wong), et al.*, Action No. S-149050.
9. Attached hereto and marked as *Exhibit "H"* (exhibit page 71) to this my affidavit is a true copy of a consent order entered on January 26, 2016, whereby the parties agreed to vary that Mareva Order to permit the sale and disposition of the Property.

10. I make this Affidavit in support of an application to have 75% of the net proceeds of sale paid to the Receiver.

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 27th day of August, 2020.)



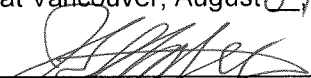
A Commissioner for taking Affidavits for)
British Columbia.)



LINDA ALEXANDER

JOEL J. R. SCHACHTER
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

This is Exhibit "A" referred to in the 1st affidavit of Linda Alexander sworn before me at Vancouver, August 21, 2020


A Commissioner for taking Affidavits within
British Columbia.



NO. 5198522
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF
SECTION 152 OF THE *SECURITIES ACT*, RSBC 1996, C. 418

BETWEEN:

BRITISH COLUMBIA SECURITIES COMMISSION

PETITIONER

AND:

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

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) THURSDAY, THE
 Justice GROVES) 3rd DAY OF OCTOBER, 2019
)
)

ON THE APPLICATION of the British Columbia Securities Commission for an Order pursuant to section 152 of the *Securities Act*, R.S.B.C. 1996 c. 418, (the "*Securities Act*") and section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended, (the "LEA") appointing MNP Ltd. as Receiver (in such capacity, the "Receiver") without security, of certain of the assets, undertakings and property of SIU MUI "DEBBIE" WONG, SIU KON "BONNIE" SOO, ORIGIN BUSINESS PARK INC. formerly known as WHEATLAND INDUSTRIAL PARK INC., 1300302 ALBERTA INC. And D & E ARCTIC INVESTMENTS INC. (collectively, the "Debtors") coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Petition dated July 31, 2019, and the Affidavit #1 of Catherine Palmer, sworn July 30, 2019, and the consent of MNP Ltd. to act as the Receiver; AND ON HEARING William L. Roberts, counsel for the British Columbia Securities Commission, and other counsel as listed on Schedule "A" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to section 152 of the *Securities Act*, MNP Ltd. is appointed Receiver, without security, of the following assets, undertakings and property of the Debtors, including all proceeds therefrom:
 - a) Any of the Debtors' interests in the real property identified on Schedule "B" hereto, whether registered, legal or beneficial, and whether held singly or jointly with any other person;
 - b) Any of the Debtors' interests in the funds and accounts identified on Schedule "B" hereto, whether legal or beneficial, and whether held singly or jointly with any other person;
 - c) Any of the Debtors' interests in the securities and corporations identified on Schedule "B" hereto, whether legal or beneficial, and whether held singly or jointly with any other person;
 - d) Any of the Debtors' interests in the trust property identified on Schedule "B" hereto, whether registered, legal or beneficial, and whether held singly or jointly with any other person;but excluding the securities listed on Schedule "C"

(collectively the "**Property**")
2. The Petitioner or Receiver are at liberty to make application to this Court to amend the definition of Property herein to expand or increase the assets over which the Receiver has been appointed.

RECEIVER'S POWERS

3. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following in relation to the Property where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of

business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) relating to the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$1 million; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, director, partnership, limited partnership, joint venture or other rights which the Debtors may have;
- (s) to investigate whether any of the Debtors have any interest in any other personal property or real property; and,
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "Persons" and each a "Person") shall forthwith advise the Receiver of the existence of any Property, or any additional real or personal property in which any of the Debtors have an interest, and shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and

accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the “Records”) in that Person’s possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person’s possession or control.

6. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the *Bankruptcy and Insolvency Act* (the "BIA"), (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

15. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
17. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of

the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

18. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
19. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

21. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
22. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

24. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. Neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

ALLOCATION

28. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver’s Charge and Receiver’s Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

29. The Receiver shall establish and maintain a website in respect of these proceedings at: [WEB ADDRESS] (the “**Website**”) and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,

- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
30. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule B (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
31. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
32. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
33. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
34. The Receiver and its counsel are authorized to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

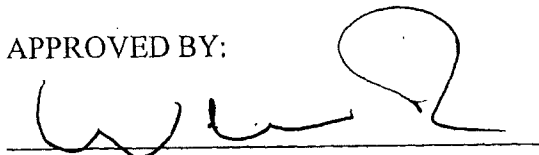
GENERAL

35. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

36. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
37. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
38. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
39. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
40. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:



William L. Roberts
Counsel for the Petitioner,
British Columbia Securities Commission


BY THE COURT
DISTRICT REGISTRAR

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the [Receiver and/or Receiver and Manager] (the "Receiver") of all of the assets, undertakings and properties of [DEBTOR'S NAMES] acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "Court") dated the _____ day of _____, 2011 (the "Order") made in SCBC Action No. _____ and/or SCBC Action No. _____ [Estate No. _____] has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of _____, being part of the total principal sum of _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily; monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the [REDACTED] day of [REDACTED], 201[REDACTED].

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

Per:
Name:
Title:

SCHEDULE B

REAL PROPERTY

Civic address	Legal description	Registered owners
25141 Dewdney Trunk Rd, Maple Ridge	PID: 011-016-272 Lot 3 Section 23 Township 12 NWD Plan 4023	Debbie Wong and Gilbert Wong (2/16 as joint tenants) Bonnie Soo and Kwok Kie Soo (2/16 as joint tenants) Hilton Wing Chong Sue and Becky Ting Chang Luk (2/16 as joint tenants) Sandy Wee Chyiu Mar (1/16) Ritchie Roy Sue (1/16) 0765311 B.C. Ltd. (2/16) 0760251 B.C. Ltd. (2/16) 0765994 B.C. Ltd. (2/16) 0765316 B.C. Ltd. (2/16)
7192 – 120 St, Surrey, B.C. (also described as 12008 72 Ave, Surrey, BC)	PID: 000-616-583 Lot A Except: Part on Statutory Right Of Way Plan 83439, Section 18 Township 2 NWD Plan 10691	Debbie Wong and (1/4) Gilbert Wong (1/4) Ngai Woon Chow (1/2)
26678 100 Ave, Maple Ridge, B.C.	PID: 006-983-391 East Half Lot 13 Section 6 Township 15 NWD Plan 2721	Debbie Wong and Wai Hung Wong (1/4 as joint tenants) Chen Liang Tao and Jae Wan Chow (1/4 as joint tenants) Ngai Mo Chow (1/4) Ngai Fung Chow and Sau Lan Chow (1/4 as joint tenants)
16863 58A Ave, Surrey, B.C.	PID: 018-997-554 Lot 4 Section 7 Township 8 NWD Plan LMP19441	Debbie Wong and Siu Mui Wong (as joint tenants)
Proceeds of sale (\$204,015) held in trust by Owen Bird LLP, Vancouver, BC for: 33136 Dewdney Trunk Road, Mission	PID: 011-946-288 Lot 1 Except Parcel A (Reference Plan 10352) Section 33 Township 17 New Westminster District Plan 1072	Debbie Wong (1/4) Bonnie Soo (1/4) Kwok Kie Soo (1/4) Gilberta Wai Hung Wong (1/4)
Proceeds of sale (\$38,543.10) held in trust with Colin Wong Barrister & Solicitor & Notary Public, Edmonton, AB for: 11456 Jasper Avenue, Edmonton, Alberta		1342565 Alberta Inc. (Debbie Wong) (1/2) New City Enterprises (Bonnie Soo) (1/2)
Proceeds from sale (\$27,520) held in trust with conveyance lawyer for: Property located in Alberta		0774238 BC. Ltd. (Bonnie Soo)
Proceeds from sale (\$20,585.40) held in trust with conveyance lawyer for: Property located in Alberta		D&C Atlantic Investments Inc.
Proceeds from sale (\$281,711) paid into Court in <i>1305402 Alberta Inc. v. 0774238 B.C. Ltd.; A.B.Q.B. Action No. 1801- 07295</i> for the "Rocky View Lands"	Meridian 4 Range 27 Township 23 Section 32 Quarter SW Containing 54.7 hectares (160 acres) More or Less excepting thereout:	

	Hectares (Acres) More or Less A) Plan 9211808 Descriptive 2.64 (6.52) excepting thereout all mines and minerals	
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BANK ACCOUNTS

Financial Institution	Branch Address	Account Number	Account holders
Royal Bank of Canada	400 Main Street, Vancouver	07120-5000914	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, B.C.	07120-5522321	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120-5522339	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120-5526969	Debbie Wong
HSBC Bank Canada	608 Main Street, Vancouver, BC	5079744 (RRSP)	Debbie Wong
HSBC Bank Canada	608 Main Street, Vancouver, BC	6Y-D6Y9-S (Invest Direct RRSP)	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	044944726 (RESP)	Debbie Wong
Royal Bank of Canada	400 Main Street, Vancouver, BC	884758822 (RESP)	Debbie Wong
Vancouver City Savings Credit Union	Unit H120-15795 Croydon Drive, Surrey, BC	14233 (Branch 70)	Debbie Wong
CIBC Account No.	20069 64 Avenue, Langley, BC	00720-7588836	Debbie Wong
The Toronto-Dominion Bank		91940 004 91945246385	1342565 Alberta Inc.
Royal Bank of Canada	400 Main Street, Vancouver, BC	7120-5524988	Bonnie Soo
Royal Bank of Canada	2208 West 41 st Avenue, Vancouver, BC	06800-5266051	Bonnie Soo
Vancouver City Savings Credit Union	100 – 20055 Willowbrook Drive, Langley, BC	191700 (Branch 23)	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	01110 7003908 (USD Personal Account)	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5522339	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 55226959	Bonnie Soo

Royal Bank of Canada	400 Main Street, Vancouver, BC	01110 5001185	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	02880 5164348	Bonnie Soo
Royal Bank of Canada	400 Main Street, Vancouver, BC	07120 5039938	Bonnie Soo
Royal Bank of Canada	900 West King Edward, Vancouver, BC	9466 6326743	Bonnie Soo
The Toronto-Dominion Bank	900 West King Edward Avenue, Vancouver, BC	9466 6332522	Bonnie Soo

SHAREHOLDINGS

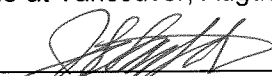
Corporate Entity	
1342565 Alberta Inc.	Debbie Wong (100%)
D & E Arctic Investments Inc.	Debbie Wong (50%)
D & C Atlantic Investments Inc.	Debbie Wong (50%)
0793751 BC Ltd.	Debbie Wong (100%)
0765306 B.C. Ltd.	Debbie Wong (50%)
1376472 Alberta Ltd.	Debbie Wong (50%)
0879932 B.C. Ltd.	Debbie Wong (50%)
1300302 Alberta Inc. Joint Venture	Bonnie Soo
Wheatland Industrial Park Joint Venture	Debbie Wong and Bonnie Soo
0790333 B.C. Ltd.	Bonnie Soo (100%)
0745188 B.C. Ltd.	Bonnie Soo (50%)
0774238 B.C. Ltd.	Bonnie Soo (50%)
1192657 Alberta Ltd.	Bonnie Soo (50%)
1342558 Alberta Inc.	Bonnie Soo (50%)
New City Enterprises Ltd.	Bonnie Soo (100%)

SCHEDULE C

The following units in the Wheatland Joint Venture:

Unit Holder	Number of Units
0793751 B.C. Ltd.	5
0790333 B.C. Ltd.	5
1386448 Alberta Ltd.	13.5
0774236 B.C. Ltd.	5
0774231 B.C. Ltd.	5
0774240 B.C. Ltd.	5
0774244 B.C. Ltd.	5
TOTAL	43.5

This is Exhibit "B" referred to in the 1st affidavit of Linda Alexander sworn before me at Vancouver, August 27, 2020



A Commissioner for taking Affidavits
within British Columbia.

TITLE SEARCH PRINT

File Reference: 22798-129675

Declared Value \$ 477500

20
2020-08-20, 12:22:54
Requestor: Cindy Curran

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

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number BA343261
From Title Number BA343260
BN196906

Application Received 2006-12-19

Application Entered 2006-12-29

Title Cancelled **2016-02-05**

Registered Owner in Fee Simple
Registered Owner/Mailing Address: KWOK KIE SOO, BUSINESSMAN
SIU KON SOO, BUSINESSPERSON
16273 - 20 AVENUE
SURREY, BC
V4P 2R2
AS TO AN UNDIVIDED 1/2 INTEREST AS JOINT TENANTS

Registered Owner/Mailing Address: GILBERT WAI HUNG WONG, BUSINESSMAN
SIU MUI WONG, BUSINESSPERSON
16863 - 58A AVENUE
SURREY, BC
V3S 8P1
AS TO AN UNDIVIDED 1/2 INTEREST AS JOINT TENANTS

Taxation Authority Mission, District of

Description of Land
Parcel Identifier: 011-946-288
Legal Description:
LOT 1 EXCEPT: PARCEL "A" (REFERENCE PLAN 10352), SECTION 33
TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 1072

Legal Notations NONE

TITLE SEARCH PRINT

File Reference: 22798-129675

Declared Value \$ 477500

21
2020-08-20, 12:22:54
Requestor: Cindy Curran

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA2387188
Registration Date and Time:	2012-02-09 16:46
Registered Owner:	ROYAL BANK OF CANADA

Duplicate Infeasible Title

NONE OUTSTANDING

Transfers

Registration Date:	2016-02-05
Description:	All CA4895021

This is Exhibit "C" referred to in the 1st affidavit of Linda Alexander sworn before me at Vancouver, August 27, 2020



A Commissioner for taking Affidavits
within British Columbia.



William L. Roberts

T: (604) 631-9163

F: (604) 641-4401

wroberts@lawsonlundell.com

December 18, 2015

BY EMAIL: limco@telus.net

BY EMAIL: tyu@owenbird.com

Attention: William Lim
Lim & Company Lawyers
202 - 2232 W 41st Avenue
Vancouver, BC
V6M 1Z8

Attention: Terence W.T. Yu
Owen Bird Law Corporation
29th Floor, Three Bentall Centre
595 Burrard Street
PO Box 49130
Vancouver, BC V7X 1J5

Dear Sirs/Mesdames:

Re: Sale of 33136 Dewdney Trunk Road, Mission, BC
PID: 011-946-288
Lot 1 except: Parcel "A" (Reference Plan 10352), Section 33
Township 17 NWD Plan 1072 (the "Lands")

We are solicitors for the Columbia Securities Commission (the "Commission") in relation to the above-captioned matter. Mr. Lim represents Ms. Soo, Ms. Wong, Kwok Kie Soo and Gilbert Wai Hung Wong (the "Vendors") in relation to the proposed sale of the Lands. Mr. Yu represents the Vendors in relation to litigation commenced against them by Mr. Forrester's clients.

As you are aware, there is a *Securities Act* charge registered against the Lands under registration no. BB3013226 (the "*Securities Act* Charge").

Enclosed is an originally signed revocation letter authorizing and directing that that *Securities Act* Charge be discharged from title to the Lands. This revocation letter will be delivered to Mr. Lim on his professional undertaking to do each of the following:

1. Provide a statutory declaration from the Buyer that this is an arm's length transaction to a third party buyer;
2. Prior to completion of the sale, you will provide our office with copies of the approved Seller Statement of Adjustments and Direction to Pay for approval by our client;
3. No changes will be made to the approved Statement of Adjustments and/or Direction to Pay, without our client's prior approval;
4. Upon completion of the sale, the balance of net sale proceeds available after payment of normal closing costs and adjustments, as set out in the approved Statement of Adjustments, will be paid to Owen Bird Law

P.O. Box 818
200, 4915 - 48th Street
YK Centre East
Yellowknife, Northwest Territories
Canada X1A 2N6
Telephone 867 669 5500
Facsimile 867 920 2206
Toll Free 1 888 465 7608
www.lawsonlundell.com

Vancouver
Calgary
Yellowknife

Corporation, In Trust, as set out in the Direction to Pay approved by our client.

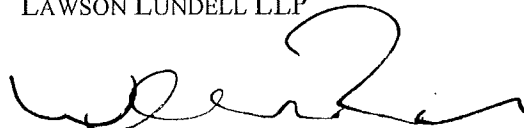
And upon Mr. Yu's undertaking that:

1. The net sale proceeds will be held in trust and will not be paid out to any party, save and except:
 - a. with the consent of each of:
 - i. the Vendors;
 - ii. the Commission; and
 - iii. the Plaintiffs in SCBC Action No. S139102, Vancouver Registry, and the Plaintiffs in SCBC Action No. S149050, Vancouver Registry (collectively, the "**Plaintiffs**"); or
 - b. upon Court Order directing payment or disbursement of all or a portion net sale proceeds, on notice to each of:
 - i. Harper Grey LLP (attn: Rod Anderson) on behalf of Ms. Wong and Ms. Soo;
 - ii. Owen Bird Law Corporation (attn: Trevor Yu) on behalf of the Vendors;
 - iii. Forrester & Company (attn: Glen Forrester) on behalf of all of the Plaintiffs
 - iv. Lawson Lundell LLP (attn: William Roberts) on behalf of the Commission.

We trust the above is satisfactory.

Yours very truly,

LAWSON LUNDELL LLP



William L. Roberts

LEA/Enc.

cc: client
Glen Forrester, counsel for the Plaintiffs
Rod Anderson, counsel for Siu Kon "Bonnie" Soo and Siu Mui "Debbie"
Wong



British Columbia Securities Commission

REPLY TO:

James Torrance
 Direct Phone: (604) 899-6578
 Direct Fax: (604) 899-6633
 Email: jtorrance@bcsc.bc.ca

December 10, 2015

**To: Deputy Registrar
 Land Title Office
 300 – 88 6th Street
 New Westminster, BC V3L 5B3**

Dear Sir:

**Re: Revocation Letter
 Securities Act Charge No. BB3013226
 Lot 1 Except: Parcel 'A' (Reference Plan 10352), Section 33 Township 17
 New Westminster District Plan 1072
 PID: 011-946-288**

By letter dated September 26, 2013, the British Columbia Securities Commission provided notice pursuant to s. 151(5) of the *Securities Act*, R.S.B.C. 1996, c. 418 (the "Act"), that proceedings were being taken, or were about to be taken, that affect certain lands, including the following lands:

Legal Description:

PID: 011-946-288
 Lot 1 Except: Parcel 'A' (Reference Plan 10352), Section 33 Township 17
 New Westminster District Plan 1072

Registered Owner(s):

Kwok Kie Soo and Siu Kon Soo, as to an undivided 1/2 interest as Joint Tenants

Gilbert Wai Hung Wong and Siu Mui Wong, as to an undivided 1/2 interest as Joint Tenants



Land Titles Office
December 10, 2015
Page 2

Civic Address:

33136 Dewdney Trunk Road, Mission, BC

(the "Lands")

In accordance with section 151(7) of the Act, that notice was registered against title to the Lands under No. BB3013226 (the "**Securities Act Charge**").

This letter serves as notice to the Land Title Office that the British Columbia Securities Commission hereby revokes this notice as against the Lands only. As such, pursuant to s. 151(6) of the Act, the Securities Act Charge must be discharged from title to the Lands.

Any notice(s) with respect to this matter can be directed to our solicitors at:

Lawson Lundell LLP
Barristers & Solicitors
1600 – 925 West Georgia Street
Vancouver, B.C., V6C 3L2
Attention: William Roberts

Yours truly,

A handwritten signature in black ink, appearing to be "Brenda M. Leong". The signature is stylized with a large initial "B" and a long horizontal stroke.

Brenda M. Leong
Chair

LIM AND COMPANY
Barrister & Solicitors

27
#202 - 2232 West 41st Avenue
Vancouver, BC
V6M 1Z8, Canada
Phone: 604-266-1988
Fax: 604-263-0880

December 22, 2015

Our File: 10-28563 Soo (ec)


Owen Bird Law Corporation
Bentall 3, Suite 2900, 595 Burrard Street
P.O. Box 49130, Vancouver, B.C.
V7X 1J5

Attention: Terence W. Yu

Dear Sirs:

Buyer: Sunlight Building Inc.
Property: PID 011-946-288, LOT 1 EXCEPT: PARCEL "A" (REFERENCE PLAN 10352),
SECTION 33 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 1072
Civic: 33136 Dewdney Trunk Road, Mission, BC V2V 6X7

This is Exhibit "D" referred to in the 1st affidavit of Linda Alexander sworn before me at Vancouver, August 27 2020


A Commissioner for taking Affidavits within British Columbia.

We are pleased to advise that the above noted transaction was completed on December 22, 2015. Accordingly, we advise that funds in this matter have been received and disbursed in accordance with the Order to Pay. We enclose herewith the following for your records:

1. Our trust cheque in the amount of \$204,014.69, being the net sale proceeds
2. Copy of Order to Pay
3. Copy of Seller Statement of Adjustments

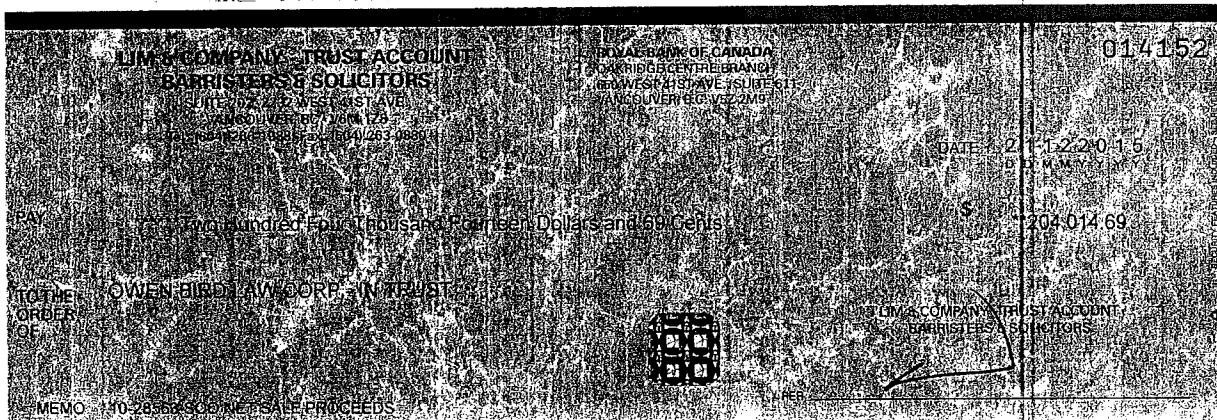
We trust all matters have been concluded to your satisfaction. Please feel free to contact the writer's office should you have any questions.

Yours truly,

Lim & Company

Per: 

William H. Lim
lec



DICK W. ENG LAW CORPORATION
701 - 601 West Broadway
Vancouver, BC V5Z 4C2

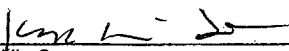
Seller Statement of Adjustments

BUYER: SUNLIGHT BUILDING INC.
SELLER: Kwok Kie Soo, Siu Kon Soo, Gilbert Wai Hung Wong and Siu Mui Wong
PROPERTY: PID 011-946-288, LOT 1 EXCEPT: PARCEL "A" (REFERENCE PLAN 10352),
SECTION 33 TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 1072
33136 Dewdney Trunk Road, Mission, BC V2V 6X7
FILE NUMBER: 2206-001/SUNLIGHT BUILDING COMPLETION DATE: December 22, 2015
ADJUSTMENT DATE: December 22, 2015 POSSESSION DATE: December 22, 2015

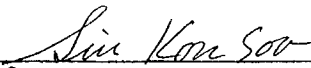
	<u>DEBIT</u>	<u>CREDIT</u>
Sale Price		\$1,000,000.00
Commission due to Royal LePage Wolstencroft Realty of \$29,500.00 plus GST of \$1,475.00 totaling \$30,975.00.	\$30,975.00	
Buyer's portion of 2015 MUNICIPALITY OF MISSION taxes paid by Seller \$8,312.30 x 10 / 365 days		\$227.73
Buyer's portion of rent paid to Seller by tenant: RICK CARLSON December 01, 2015 to December 31, 2015: \$1,300.00 x 10 / 31 days	\$419.35	
Security Deposit paid to Seller plus Statutory Interest \$650.00 paid January 01, 2007	\$669.65	
2007 - \$650.00 x 1.5%	\$9.75	
2008 - \$659.75 x 1.5%	\$9.90	
2009 - \$669.65 x 0.0%	\$0.00	
2010 - \$669.65 x 0.0%	\$0.00	
2011 - \$669.65 x 0.0%	\$0.00	
2012 - \$669.65 x 0.0%	\$0.00	
2013 - \$669.65 x 0.0%	\$0.00	
2014 - \$669.65 x 0.0%	\$0.00	
2015 - 355/365 days x \$669.65 x 0.0%	\$0.00	
Sub Totals	\$32,064.00	\$1,000,227.73
Payable to Lim & Company In Trust	\$968,163.73	
Totals	\$1,000,227.73	\$1,000,227.73

1. This statement is based on information provided by Provincial and Municipal Offices, Lenders and others. The information is believed to be correct, but its accuracy cannot be guaranteed. Errors and/or omissions discovered after closing shall be adjusted directly between the parties.
2. Where property taxes and/or metered utilities are adjusted on an estimated amount, it represents an amount believed to be accurate on information obtained from the taxing authority and no responsibility is assumed for its correctness. The Seller and Buyer will be responsible for any further adjustment upon receipt of the current Tax Levy Notice and/or utility billing.
3. Covenants, representations, warranties and obligations contained in the Contract of Purchase and Sale and Addenda thereto shall survive the closing of this transaction and payment of the purchase price.
4. Any items not specifically adjusted on this statement will be adjusted and settled directly between the parties.
5. Each party shall retain his/her own solicitor or notary public and this transaction shall be completed according to the usual customs and practice of conveyancing solicitors/notaries public (including the use of solicitor or notarial undertakings) in British Columbia for like transactions.
6. The undersigned certify and warrant they are Canadian residents and that they will not be non-residents of Canada within the meaning of the *Income Tax Act* as at the time of sale.
7. All accounts for work, labour and materials in connection with any building, repairing or renovating upon the said lands have been fully paid.
8. The undersigned agree to accept tender by way of trust cheque to be made payable to Lim & Company, In Trust.

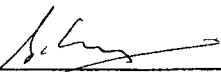
APPROVED and consented to this 21st day of December, 2015.



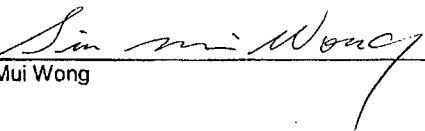
 Kwok Kie Soo



 Siu Kon Soo



 Gilbert Wai Hung Wong



 Siu Mui Wong

E. & O.E.

Lim & Company
202 2232 West 41st Ave
Vancouver, BC V6M 1Z8


ORDER TO PAY


File No.: 10-28563 Soo (ec)
Property: PID 011-946-288, LOT 1 EXCEPT: PARCEL "A" (REFERENCE PLAN 10352), SECTION 33
TOWNSHIP 17 NEW WESTMINSTER DISTRICT PLAN 1072
Civic: 33136 Dewdney Trunk Road, Mission, BC V2V 6X7


The undersigned hereby authorizes Lim & Company to disburse proceeds in this matter as follows:

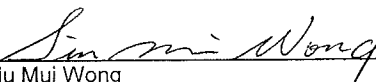
	<u>CREDIT</u>	<u>DEBIT</u>
Funds Received from DICK W. ENG LAW CORPORATION	\$968,163.73	
Pay out of Royal Bank of Canada Mortgage as at December 23, 2015 with a per diem of \$59.61		\$752,005.51
To District Of Mission re: Outstanding property taxes + penalty to be remitted to District of Mission by Lim & Company on behalf of clients		\$9,143.53
Payment of Account of Lim & Company		
Fees	\$2,430.00	
Disbursements/Other Charges	\$267.66	
GST and PST	\$302.34	
Total Account	\$3,000.00	\$3,000.00
Balance payable to OWEN BIRD LAW CORPORATION, IN TRUST		\$204,014.69
Totals	\$968,163.73	\$968,163.73

Dated this 21st day of December, 2015.


Kwok Kie Soo


Siu Kon Soo


Gilbert Wai Hung Wong


Siu Mui Wong

Seller's forwarding address: _____
E. & O.E.



ROYAL BANK OF CANADA
 TOR PSC-ONT MORTGAGE OPS #1
 10 YORK MILLS ROAD - 3RD FLOOR
 TORONTO ON M2P 0A2

31
 Royal Bank of Canada
 RBC Homeline Plan
 Payout Statement

WILLIAM H. LIM
 BARRISTER & SOLICITOR

RBC Homeline Plan Number: 07754659-001 (07120)
 SRF Number: 201534559
 Issue Date: DECEMBER 18, 2015
 How to reach us: 1-800-974-1163

6042630880
 FAX NUMBER:

Payout Statement for RBC Homeline Plan® 07754659-001

Client(s): DEBBIE WONG; GILBERT WONG; BONNIE SIU KON SOO; KWOK KIE SOO

Property Address: 33136 DEWDNEY TRUNK RD , MISSION BC, V2V 6X7

This statement sets out the amount required to pay RBC Homeline Plan 07754659-001 in full on the requested payout date of DECEMBER 18, 2015. The amount to be paid, an explanation of any charges and instructions for making payment are detailed below. If payment is not received by the statement expiry date of DECEMBER 23, 2015 a new RBC Homeline Plan Payout Statement will be required, and any prepayment charges may change.

Total Amount Due for Payout on DECEMBER 18, 2015 **\$751,707.46**

Interest per diem \$59.61
 HomeProtector® insurance premium per diem \$0.00

Prepayment charges of \$12,125.01 have been included in the Total Amount Due for Payout. Details of these charges, how they have been calculated and information on how prepayments charges may vary over time are set out below.

Balances are based on the assumption that any regular scheduled mortgage loan payments are made including HomeProtector insurance premiums, if any, up to but not including DECEMBER 18, 2015. If a scheduled mortgage loan payment is not made, for any reason, the missed payment must be paid (together with any additional interest) before the collateral mortgage will be discharged.

This RBC Homeline Plan is currently in arrears. The mortgagee expressly reserves all of its rights under the mortgage arising from non-payment.

Payment Instructions

1. Payment in full must be received by us no later than 3:00 p.m. on the requested payout date of DECEMBER 18, 2015. If funds are not received by 3:00 p.m., interest per diem of \$59.61 and HomeProtector insurance premium per diem of \$0.00 must be added to the "Total Amount Due for Payout", for each additional day, including the payout date, to a maximum of 5 calendar days after the requested payout date. If funds have not been received by the 5th calendar day after the requested payout date, this statement will be null and void and a new payout statement must be obtained.
2. To ensure that there are funds to cover scheduled payments due before the payout date (in the event these are returned to us unpaid for any reason), please retain an amount equivalent to the "Total Regular Payment" indicated below. Unless otherwise instructed by RBC Royal Bank®, this amount may be released 10 business days after the "Total Amount Due for Payout" has been paid.
3. Ensure any correspondence includes the RBC Homeline Plan number and is forwarded to the above address.

SPECIAL COMMENTS: IN ARREARS PLS ADD PER DIEM TO DEC 22,2015 + 5 DAYS IF REQUIRED

Explanation of Balances and Charges

Administration Fee **\$75.00**

A fee of \$75.00 will be charged for the preparation of the mainlevée/discharge of the collateral mortgage.

Registration Fee **\$28.63**

A fee of \$28.63 will be charged to register the mainlevée/discharge of the collateral mortgage.

Royal Credit Line Related Balances and Charges

Royal Credit Line Number	51682441-001	N/A	N/A	N/A	N/A
Outstanding Principal Balance	\$90,896.54				
Accrued Interest	\$79.69				
LoanProtector [®] Insurance Premium Due	\$557.84				
Late Payment Fees	\$0.00				
Extra Royal Credit Line Cheque Fees	\$0.00				
Total Amount Due	\$91,534.07				

Outstanding Principal Balance

This is the principal amount owing on the loan as of the date of issue of this statement, plus any capitalized interest (if applicable) up to the last regularly scheduled interest payment date. In addition, this balance includes any fees already charged before the issue of this statement (including any overlimit fees, stop payment fees, or processing fees).

Accrued Interest

This is the amount of interest that will accrue between the last regularly scheduled payment date and the requested payout date.

LoanProtector Insurance Premium

This is the amount of Insurance Premium owing to cover the period between the last regularly scheduled insurance payment date and the requested payout date.

Late Payment Fees

"Non Sufficient Funds" (NSF) charges are applied if a financial institution returns a cheque or refuses the pre-authorized debit used to make a Loan payment. We charge the amount of any fee imposed on us by that financial institution.

Extra Royal Credit Line Cheque Fees

Two Royal Credit Line Cheques may be written each monthly cycle without charge. There is a \$2.00 fee for each additional cheque.

Mortgage Loan Balances and Charges

Mortgage Loan Number	51682383-001	66527912-001	N/A	N/A	N/A
Mortgage Loan Balance	\$291,696.84	\$355,200.28			
Accrued Interest	\$237.28	\$810.35			
HomeProtector Insurance Premium	\$0.00	\$0.00			
Prepayment Charge	\$1,097.51	\$11,027.50			
Total Amount Due	\$293,031.63	\$367,038.13			
Additional Mortgage Loan Details					
Term	048 (MONTHS)	060 (MONTHS)			
Maturity Date	FEBRUARY 8, 2016	DECEMBER 20, 2017			
Interest Rate Type	FIXED	FIXED			
Interest Rate	2.990000%	2.890000%			
Payment Frequency	MONTHLY	MONTHLY			
Principal & Interest Payment	\$1,332.55	\$3,822.19			
HomeProtector Insurance Premium	\$0.00	\$0.00			
Total Regular Payment	\$1,332.55	\$3,822.19			
Annual Prepayment Option Anniversary Date	FEBRUARY 8, 2016	DECEMBER 20, 2015			

Mortgage Loan 51682383-001 is currently in arrears. The balance shown is based on the assumption that no further payments have been made since DECEMBER 8, 2015, the date of the first missed payment.

Mortgage Loan 66527912-001 is currently in arrears. The balance shown is based on the assumption that no further payments have been made since NOVEMBER 19, 2015, the date of the first missed payment.

Mortgage Loan Balance

This is the principal amount and interest owing on the mortgage loan up to the date of the last regularly scheduled payment date before the requested payout date.

Accrued Interest

This is the amount of interest that will accrue between the last regularly scheduled payment date and the requested payout date.

HomeProtector Insurance Premium Due

This is the amount of HomeProtector insurance premium due for the period from the last regularly scheduled payment date until the requested payout date.

Prepayment Charge

The mortgage loan(s) under the RBC Homeline Plan agreement are "closed", which means that a prepayment charge may be applicable when prepaying all or part of the principal amount before the maturity date.

The chart below shows the method used to calculate the prepayment charge(s) and the components used in the calculation(s). Please see the final section of this document for further information on how prepayment charges are calculated and how these charges may change over time.

Mortgage Loan Number	51682383-001	66527912-001	N/A	N/A	N/A
Mortgage Type	CLOSED	CLOSED			
Prepayment Charge Method	THREE MONTHS' INTEREST	INTEREST RATE DIFFERENTIAL			
Balance Used To Calculate Prepayment Charge	\$259,248.48	\$293,125.28			
Interest Rate (including any Discount)	2.990000%	2.890000%			
Discount	N/A	-2.350000%			
Term Remaining	N/A	025 (MONTHS)			
Comparable Term (used to determine which Current Posted Rate is applicable)	N/A	2 YEARS			
Current Posted Rate	N/A	3.040000%			
Rate Used For Calculation (Current Posted Rate minus any Discount)	N/A	0.690000%			
Prepayment Charge Calculated	\$1,097.51	\$11,027.50			

Additional Information about Prepayment Charges

The method used for calculating prepayment charges varies for different types of mortgage loans.

For closed fixed interest rate mortgage loans, the prepayment charge is the greater amount calculated using one of the two methods described below.

1) The Three Months' Interest method is based on the interest due for a three month period on the "Balance Used To Calculate Prepayment Charge" at the current interest rate for the mortgage loan. If the remaining term is less than three months, the prepayment charge is based on the interest due for the length of the remaining term at the current interest rate for the mortgage loan.

2) The Interest Rate Differential (IRD) method is based on the difference between the interest that would be due under the existing RBC Homeline Plan agreement between now and the maturity date and the interest we would receive if the "Balance Used To Calculate Prepayment Charge" were to be loaned out for the remaining term at our current posted rates for a comparable mortgage. The comparison mortgage will have the same prepayment privileges as the mortgage loan (meaning it is "closed" to prepayment), and will have a fixed interest rate that is the same as our current posted rate for a mortgage with a term that is roughly the same as the remaining term of the mortgage loan being prepaid. The details of how you find a mortgage with a term similar to the remaining term are explained in the RBC Homeline Plan agreement and can also be found at <http://www.rbcroyalbank.com/products/mortgages/mortgage-prepayment-charges.html>. If you received a "discount" below our posted rates (see "Prepayment Charge" table above), the amount of the discount will be subtracted from the comparison rate before calculating the difference between the two rates.

The "Balance Used To Calculate Prepayment Charge" includes a reduction of 10% of the original principal amount, which is the amount that can be prepaid without any prepayment charge (as set out in the RBC Homeline Plan agreement).

The charge applied for the requested payout date may change over time due to several factors:

For fixed interest rate mortgage loans

- As the number of months or days remaining in the term of the mortgage loan changes with each day, it is possible for the "similar term" mortgage loan used for comparison purposes in the IRD calculation to also change.
- Because the IRD calculation is based on the difference between the mortgage loan interest rate and the posted interest rate on the requested payout date, if the posted rate changes, the IRD calculation will also change.
- If a different payout date is requested, it is possible to have a prepayment charge using the three months' interest method change to a prepayment charge using the IRD calculation or the reverse because of the factors noted above.

For all types of mortgage loans, as the outstanding balance reduces the prepayment charge could change. The RBC Homeline Plan agreement sets out what options are available for reducing the balance faster. These options may include increasing the amount or frequency of regularly scheduled payments or making an additional payment. Some of these options can only be exercised annually, so we have provided the "Annual Prepayment Option Anniversary Date" in the Additional Mortgage Loan(s) Details table above.

RBC Royal Bank provides online calculators to estimate how much a prepayment charge will be based on the different variables (such as the length of remaining term). Please refer to http://www.rbcroyalbank.com/products/mortgages/mortgage_calculators.html to access the calculator. You can also contact us at 1-800-974-1163 or visit your local branch to discuss what options may be available to reduce the amount of the prepayment charge.

* Registered trademarks of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.

Issued by a duly authorized representative of Royal Bank of Canada / The Royal Trust Company / Royal Trust Corporation of Canada

P.O. Box 20
8645 Stave Lake St.
Mission, BC V2V 4L9

District of Mission
PROPERTY TAX CERTIFICATE

Phone: 604-820-3717
Fax: 604-826-1363
Web Site: www.mission.ca
Email: tax@mission.ca

Printed: 15/12/2015

Owner
WONG GILBERT W
WONG SIU M

Property
Folio: 620808000
LTO No: BA343261
PID: 011-946-288
Civic: 33136 DEWDNEY TRUNK RD
Legal: BLOCK Excep PLAN NWP1072 SECTION 33 LOT 1

AR Account 00100
DISTRICT OF MISSION

2015 Assessments

Class	Land	Improvements	Total
Net Taxable 01 Residential	837,000.00	120,000.00	957,000.00
Total Assessment	837,000.00	120,000.00	957,000.00

Property Taxes	Utilities	Outstanding Taxes	Summary
Gross Prior Taxes (2014) 8,544.38	Gross Prior Utilities (2014) 0.00	Delinquent	Taxes 9,143.53
Gross Current Taxes (2015) 8,312.30		- Taxes (2013) 0.00	Utilities 0.00
Grant Eligibility		- Interest 0.00	
- 65 and Over 845.00		Arrears	Total Owning 9,143.53
- Under 65 570.00		- Taxes (2014) 0.00	
Grant Claimed (2015) 0.00		- Interest 0.00	
Utilities incl. In Taxes 2015		Current Tax (2015) 8,312.30	
- Utilities 484.20		Penalty 831.23	
- Utilities 165.24		Prepayments 0.00	
- Utilities 130.08		Adjustments 0.00	
		Total 9,143.53	

Remarks :

- \$403.52 ANNUAL LOCAL IMPROVEMENT, BYLAW #3355 EXPIRES 2022 - PLEASE NOTE: LOCAL IMPROVEMENT TO BE COMMUTED BEFORE SUBDIVISION APPROVAL - CONTACT FINANCE DEPT
- Additional Legal Desc: Except Plan PCL A (RP10352).

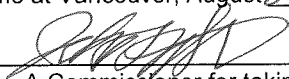
General : Important - INFORMATION AS OF DEC 15, 2015

If assessment value is zero, please contact the Finance Department.

Note: Amendment to Bylaw # 2196-1990 "Non-Scheduled Water Meter Readings"
 "For each water meter reading, outside of the regular billing cycle, for the purpose of the sale of a property, a rate shall apply: \$57.50"

This statement is provided as per Section 363 of the Local Government Act. Any error or omission therein does not subject the Municipality to damages.

This is Exhibit "E" referred to in the 1st
affidavit of Linda Alexander sworn before
me at Vancouver, August 21, 2020



A Commissioner for taking Affidavits
within British Columbia.

**SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY**

S1912223

OCT 29. 2019

NO.
VANCOUVER REGISTRY



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

AUSTIN WONG and DEREK WONG in their capacities as
joint executors of the ESTATE OF WAI HUNG WONG

PETITIONERS

AND:

SIU MUI WONG
THE TORONTO-DOMINION BANK
0801660 B.C. LTD.
0795671 B.C. LTD.
0805652 B.C. LTD.
0805658 B.C. LTD.
0805663 B.C. LTD.
SHUN CHI COMPANY LTD.
SUPER TILE & CONSTRUCTION LTD.
CHANG WEI TILE LTD.
BILL FONG INVESTMENT LTD.
FARM CREDIT CANADA
BRITISH COLUMBIA SECURITIES COMMISSION

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO:

Siu Mui Wong 16863 – 58A Ave. Surrey, BC V4P 2R2	The Toronto-Dominion Bank c/o Farris Vaughan Wills & Murphy LLP Attn: Robert P. Sloman 2500 – 700 West Georgia St. Vancouver, BC V7Y 1B3
0801660 B.C. Ltd. 10822 Finlayson Drive Richmond, BC V6X 1W9	0795671 B.C. Ltd. 10822 Finlayson Drive Richmond, BC V6X 1W9
0805652 B.C. Ltd. 93 West 28 th Ave. Vancouver, BC V5Y 2K7	0805658 B.C. Ltd. 93 West 28th Ave. Vancouver, BC V5Y 2K7

0805663 B.C. Ltd. 93 West 28th Ave. Vancouver, BC V5Y 2K7	Shun Chi Company Ltd 93 West 28th Ave. Vancouver, BC V5Y 2K7
Super Tile & Construction Ltd. 75 E. 56 th Ave. Vancouver, BC V5X 1P7	Chang Wei Tile Ltd. 75 E. 56 th Ave. Vancouver, BC V5X 1P7
Bill Fong Investment Ltd. 432 – 56 Ave. East Vancouver, BC V5X 1R4	Farm Credit Canada c/o Baker Newby LLP Attn: Adnan Habib 200 – 2955 Gladwin Rd. Abbotsford, BC V2T 5T4
British Columbia Securities Commission c/o Lawson Lundell LLP Attn: William Roberts Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2	Forrester & Company Barristers Suite 300, Randall Building 555 West Georgia Street Vancouver, BC V6B 1Z6

This proceeding is brought for the relief set out in Part 1 below, by

the persons named as Petitioners in the style of proceedings above

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

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

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

Time for Response to Petition

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

- (a) if you were served with the Petition anywhere in Canada, within 21 days after that service,

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

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

The ADDRESS FOR SERVICE of the Petitioners is c/o Lindsay Kenney LLP, 1800 – 401 West Georgia Street, Vancouver, British Columbia V6B 5A1.

Fax number for delivery is: (604) 687-2347.

The name and office address of the Petitioners' solicitors is: Lindsay Kenney LLP, 1800 – 401 West Georgia Street, Vancouver, British Columbia, V6B 5A1 (Attention: J. Reilly Pollard).

CLAIM OF PETITIONERS

Part 1: ORDERS SOUGHT

1. A declaration that the joint tenancy in the Property (defined below) was severed by Wai Hung Wong prior to his death.
2. On order:
 - (a) directing the New Westminister Land Title Office to record the Petitioners as registered owners of ½ interest in the Property as tenants in common with Siu Mui Wong; and
 - (b) declaring that the Petitioners have proved to the satisfaction of the Court on investigation that the title of the Petitioners in the Property is good safe holding and marketable title.
3. Costs payable to the Estate of Wai Hung Wong.

Part 2: FACTUAL BASIS

The Parties and the Property

4. The Petitioners, Austin Wong and Derek Wong, are the adult sons of Wai Hung "Gilbert" Wong (hereinafter referred to as "Gilbert Wong") and Siu Mui "Debbie" Wong (hereinafter referred to as "Debbie Wong"). Gilbert Wong and Debbie Wong were married in Vancouver in 1979 and remained married until Gilbert Wong's death.

Affidavit of Derek Wong sworn October 28, 2019 ("D. Wong Affidavit"), para. 2

5. In or around December 1994, Gilbert Wong and Debbie Wong purchased the property located at 16863 – 58A Avenue, Surrey, BC and legally described as

PID: 018-997-554

LOT 4 SECTION 7 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN
LMP19441

(the "Property")

Title to the Property was registered in the names of Gilbert Wong and Debbie Wong as joint tenants. The Property was the family home of Gilbert Wong and Debbie Wong and their children (the Petitioners) from 1996 until Gilbert Wong passed away in 2018. Debbie Wong continues to reside in at the Property.

D. Wong Affidavit, paras. 3-4, Ex. A

6. Each of the Respondents is the holder of registered charges against the Property:
- a. The Toronto-Dominion Bank holds a mortgage registered against the interests of both Gilbert Wong and Debbie Wong;
 - b. The British Columbia Securities Commission and Farm Credit Canada hold judgments registered against the interest of Debbie Wong;
 - c. The balance of the Respondents are the plaintiffs in an action commenced in British Columbia Supreme Court under court file no. S149050, Vancouver Registry, in which they obtained an injunction by order made December 2, 2014 restraining Debbie Wong from dealing with her property in British Columbia (the "Injunction"). The Injunction was registered on title as against the interest of Debbie Wong on December 8, 2014, pursuant to section 284 of the *Land Title Act*.

Gilbert Wong's Estate Planning in 2016

7. Pursuant to a will made June 14, 2016 (the "Will"), the Petitioners were appointed as Trustees of the Estate of Gilbert Wong. The Petitioners are also the residual beneficiaries under the terms of the Will.

D. Wong Affidavit, para. 6, Ex. C

8. On June 14, 2016, Gilbert Wong executed a Form A Transfer to effect the transfer of his interest as a joint tenant of the Property to himself (the "Form A"). On June 15, 2016, Gilbert Wong's solicitors attempted to register the Form A in the New Westminster Land Title Office (the "LTO") but were advised that the LTO would not register the Form A due to the presence of the Injunction registered on title to the Property.

Affidavit #1 of Kim Ming Ho sworn October 24, 2019, paras 5-8., Exs. A - D

9. Accordingly, as of June 14, 2016, Gilbert Wong had both executed and delivered a Form A Transfer sufficient to sever the joint tenancy to the Property.
10. Gilbert Wong died on June 28, 2018.

D. Wong Affidavit, para. 5, Ex. B.

Part 3: LEGAL BASIS

11. Section 18 of the *Property Law Act*, RSBC 1996, c 377 provides, in part:

Rules for transfer and ownership to oneself

18 (1) A person may transfer land to himself or herself in the same manner as to another person, and, without restricting that power, a joint tenant may transfer his or her interest in land to himself or herself.

(2) A trustee or personal representative may transfer land to himself or herself in his or her personal capacity.

(3) A transfer by a joint tenant to himself or herself of his or her interest in land, whether in fee simple or by a charge, has and is deemed always to have had the same effect of severing the joint tenancy as a transfer to a stranger.

(4) A registered owner may make a transfer directly to himself or herself jointly with another, and registered owners may make a direct transfer to one or more of their number either alone or jointly with another.

12. Section 20 of the *Land Title Act*, RSBC 1996, c 250 provides:

Unregistered instrument does not pass estate

20 (1) Except as against the person making it, an instrument purporting to transfer, charge, deal with or affect land or an estate or interest in land does not operate to pass an estate or interest, either at law or in equity, in the land unless the instrument is registered in compliance with this Act.

(2) An instrument referred to in subsection (1) confers on every person benefited by it and on every person claiming through or under the person benefited, whether by descent, purchase or otherwise, the right

(a) to apply to have the instrument registered, and

(b) in proceedings incidental or auxiliary to registration, to use the names of all parties to the instrument, whether or not a party has since died or become legally incapacitated.

[Emphasis added]

13. Based on the foregoing statutory provisions, the execution and delivery of the Form A Transfer by Gilbert Wong was sufficient to sever the joint tenancy to the Property as of June 14, 2016. Registration was not required to effect the severance.

Feinstein v. Ashford, 2005 BCSC 1379.

14. Section 34 of the *Land Title Act* provides as follows:

Registration of indefeasible title by court order

34 (1) Except as provided in section 180, the registrar must not register an indefeasible title in favour of a person under a direction contained in an order of a court unless the order declares that it has been proved to the satisfaction of the court on investigation that the title of the person designated in the direction is a good safe holding and marketable title.

(2) Subsection (1) applies to the registration of a charge.

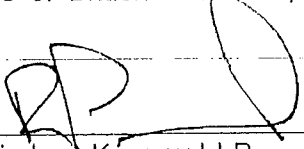
Accordingly, the Petitioners seek such a declaration as part of the relief sought on this Petition.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Derek Wong sworn October 28, 2019.
2. Affidavit #1 of Kim Ming Ho sworn October 24, 2019.
3. Such further and other material as counsel for the Petitioners may provide.

The Petitioners estimate that the hearing of the Petition will take 60 minutes.

Dated at the City of Vancouver, in the Province of British Columbia, this 29th day of October, 2019.


Lindsay Kenney LLP
Solicitors for the Petitioners

This Petition to the Court is filed by J. Reilly Pollard, of the law firm of Lindsay Kenney LLP, whose place of business and address for delivery is 1800 - 401 West Georgia Street, Vancouver, British Columbia V6B 5A1.

To be completed by the court only:

Order made

in the terms requested in paragraphs _____
of Part 1 of this Petition

with the following variations and additional terms:

Date:

Signature of Judge Master

NO.
VANCOUVER REGISTRY
IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

AUSTIN WONG and DEREK
WONG in their capacities as joint
executors of the ESTATE OF WAI
HUNG WONG

PETITIONERS

AND:

SIU MUI WONG ET. AL.

RESPONDENTS

PETITION TO THE COURT



Lindsay Kenney LLP
Barristers & Solicitors
Founded in 1980

Barristers and Solicitors
1800 - 401 West Georgia Street
Vancouver, British Columbia V6B 5A1
Phone: (604) 687-1323
Attention: J. Reilly Pollard



This is Exhibit "F" referred to in the 1st affidavit of Linda Alexander sworn before me at Vancouver, August 21, 2020

[Signature]
 A Commissioner for taking Affidavits
 within British Columbia.

This is the 1st Affidavit of Derek Wong
 in this case and was made on October 28, 2019

NO. S7912223
 VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

AUSTIN WONG and DEREK WONG in their capacities as
 joint executors of the ESTATE OF WAI HUNG WONG

PETITIONERS

AND:

SIU MUI WONG
 THE TORONTO-DOMINION BANK
 0801660 B.C. LTD.
 0795671 B.C. LTD.
 0805652 B.C. LTD.
 0805658 B.C. LTD.
 0805663 B.C. LTD.
 SHUN CHI COMPANY LTD.
 SUPER TILE & CONSTRUCTION LTD.
 CHANG WEI TILE LTD.
 BILL FONG INVESTMENT LTD.
 FARM CREDIT CANADA
 BRITISH COLUMBIA SECURITIES COMMISSION

RESPONDENTS

AFFIDAVIT

I, Derek Wong, bus driver, of 18 – 17555 57a Avenue, in the City of Surrey,
 in the Province of British Columbia, SWEAR THAT:

1. I am the son of Wai Hung Wong (who was also known as Gilbert Wong)
 and an executor of his estate as such 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. My father and my mother, Siu Mui Wong (who is also known as Debbie Wong), were married in 1979 in Vancouver, BC and remained married until my father's death. My brother, Austin Wong was born on January 31, 1982 and I was born on June 17, 1985.

3. In late December 1994, my parents purchased the property located at 16863 – 58A Avenue, Surrey, BC and legally described as:

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

(the "**Property**")

A true copy of a title search of the Property conducted September 17, 2019 is attached and marked as **Exhibit "A"** to this my Affidavit.

4. Our family moved into the Property in 1996 and we all lived there until 2003, when my brother Austin moved out. Austin moved back at the Property in 2006 and then moved out again in 2010. I continuously lived at the Property until October 2018. My mother continues to reside at the Property.


5. My father was diagnosed with cancer in March 2014 and passed away on June 28, 2018. A true copy of the Certificate of Death issued by the BC Vital Statistics Agency is attached and marked as **Exhibit "B"** to this my Affidavit.

6. My father left a Will made June 14, 2016 (the "**Will**"), in which he appointed my brother and I as his trustees and left the residue of his estate to his surviving children. The Will was granted probate on February 5, 2019. True copies of the Will and grant of probate are attached and marked as **Exhibit "C"** to this my Affidavit.

7. I swear this Affidavit in support of the Petition filed herein. I have read the facts set out in Part 2 of the Petition and to the best of my knowledge, those facts are true.

SWORN BEFORE ME at the Township)
of Langley, in the Province of British)
Columbia, this 28th day of October, 2019.)

A Commissioner for taking Affidavits for)
British Columbia.)



DEREK WONG

Sukhminder S. Virk
Barrister & Solicitor
Lindsay Kenney LLP
400, 8621-201 Street
Langley, BC V2Y 0G9
T 604.888.5811

TITLE SEARCH PRINT

File Reference: 20182739

Declared Value \$120,000

2019-09-17, 11:26:08

Requestor: Reilly Pollard

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Title Number

From Title Number

BH458115

BH362675

This is Exhibit " A " referred to in
the affidavit of DEREK WONGsworn before me at LANGLEY BCthis 20th day of OCTOBER 20 19**Application Received**

1994-12-30

Application Entered

1995-01-09

A Commissioner for taking Affidavits
within British Columbia**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

WAI HUNG WONG, LABOURER
SIU MUI WONG, SELF-EMPLOYED
5831-170A STREET
SURREY, BC
V3S 5V1
AS JOINT TENANTS**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 NotationsHERETO IS ANNEXED EASEMENT BL295423 OVER PART (PLAN LMP34615)
LOT 8 PLAN LMP34613HERETO IS ANNEXED EASEMENT BH362680 OVER (PLAN LMP19442) LOT 3
PLAN LMP19441**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

TITLE SEARCH PRINT

File Reference: 20182739

Declared Value \$120,000

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

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

TITLE SEARCH PRINT

File Reference: 20182739

Declared Value \$120,000

2019-09-17, 11:26:08

Requestor: Rellly Pollard

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

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

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

CANADA
BRITISH COLUMBIA

CERTIFICATE OF DEATH


PROVINCE OF BRITISH COLUMBIA 29379564
Vital Statistics Agency

This is to certify that the following is an extract from the registration on file with the Vital Statistics Agency, Victoria, British Columbia, concerning the death of

Name	WAI HUNG WONG	Sex	MALE
Date of Death	JUN 28, 2018		
Place of Death	SURREY		
Age	66 YEAR(S)	Registration No.	2018-59-019435
Birthplace	CHINA		
Residence	SURREY, BRITISH COLUMBIA		

Given under my hand at Victoria, British Columbia

this 05 day of JUL 2018


 Jack Shewchuk
 Registrar General
 Vital Statistics Agency

VSA 435L (14/08)

This is Exhibit " B " referred to in
 the affidavit of DEREK WONG
 sworn before me at LANGLEY, BC
 this 20th day of OCTOBER 20 19

A Commissioner for taking Affidavits
 within British Columbia

I hereby certify this document to be a true copy
 of that of which it purports to be a true copy.
 Given under my hand and seal of office this 3rd
 day October 20 18

A Notary Public in and for the Province
 of British Columbia
S. MINDER S. VIRK
 LINDSAY KENNEY LLP
 BARRISTER & SOLICITOR
 SUITE 400, 8621 - 201 STREET
 LANGLEY, BC V2Y 0G9
 TEL. 604-888-5811

3



This is Exhibit "C" referred to in the affidavit of DEREK WONG sworn before me at LANGLEY BC this 20th day of OCTOBER 2019

P190019

VANCOUVER REGISTRY

A Commissioner for taking Affidavits within British Columbia

IN THE SUPREME COURT OF BRITISH COLUMBIA

In the Matter of the Estate of GILBERT WONG, deceased

IN PROBATE



WHEREAS GILBERT WONG, also known as WAI HUNG WONG and GILBERT WAI HUNG WONG, (the "deceased") whose last known address was Surrey, British Columbia died on June 28, 2018 and left a will dated June 14, 2016 a copy of which is attached.

Administration of the estate of the deceased is granted to DEREK WONG and AUSTIN WONG.

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.

DATED: FEB 05 2019

Authorized Signing Officer

CHRISTIAN RICHTER

Sealed by the Supreme Court of British Columbia on February 5, 2019.

By the Court

Registrar
K. DAY
DEPUTY DISTRICT REGISTRAR

LAST WILL

1. This is the last Will of me, Gilbert Wong (also known as Wai Hung Wong), of 16863 58A Avenue, Surrey, British Columbia, V3S 8P1.

PERSONAL INFORMATION

2. I declare that:
 - (a) I was born in Hong Kong, on September 27, 1951; and
 - (b) on the date of execution of this Will I am married to Debbie Wong and have 2 children, namely Derek Wong, and Austin Wong.

REVOCATION OF PRIOR WILLS

3. I revoke all my prior wills and codicils.

DEFINITIONS AND INTERPRETATION

4. In this Will:
 - (a) "Act" means the *Income Tax Act* (Canada);
 - (b) "Decide" or "Decides" means, when referring to a decision of my Trustee, a decision made in my Trustee's Discretion;
 - (c) "Discretion" means sole and uncontrolled discretion to the extent permitted by law; and
 - (d) "Trustee" or "Trustees" means both the executor of my Will and the trustee of my estate, including any additional or substituted trustee appointed under this Will by declaration in writing, and any reference to my Trustee or my Trustees includes all genders and the singular or the plural as the context requires.
5. Unless a contrary intention appears in this Will, if any person dies prior to the time that, but for his or her death, he or she would have been entitled to a share of my estate under this Will, the devise or bequest to that deceased person will lapse and no spouse or Issue of that deceased person will be entitled to such share of my estate in substitution for the deceased person. For greater certainty, the application of section 29 of the *Wills Act* (British Columbia) is hereby expressly excluded.

6. No benefit devolving to any beneficiary under this Will will form or constitute a portion of any communal or joint estate of that beneficiary; rather the benefit will be and remain the sole, separate and exclusive property of the beneficiary. Without limiting the generality of the foregoing, if any beneficiary is or becomes a resident of the province of Ontario or any other province or state which utilizes a communal property regime, then:
- (a) any property devolving on that beneficiary under this Will;
 - (b) any income and capital gains derived from that property; and
 - (c) any property into which that property, income or capital gains can be traced,
- will not be included in any calculation of the beneficiary's net family property for all purposes of the *Family Law Act* (Ontario), any successor legislation thereto, or any equivalent legislation of any other province or state.

APPOINTMENT OF TRUSTEE

7. I appoint my children Derek Wong and Austin Wong to be my Trustees.

TRUSTEE TO ADMINISTER MY ESTATE

8. I give my Trustees all my property of every kind and wherever located, including property over which I have a general power of appointment, to administer as I direct in this Will. In administering my estate, my Trustees may convert or retain my estate as set out under the heading "Convert or Keep" of this Will.
9. I direct my Trustees:

Debts to be Paid from my Estate

- (a) to pay out of my estate:
 - (i) my debts, including income taxes payable up to and including the date of my death;
 - (ii) my funeral and other expenses related to this Will and my death; and
 - (iii) all estate, gift, inheritance, succession, and other death taxes or duties payable in respect of all property passing upon my death, that property to include:
 - A. insurance proceeds on my life payable as a consequence of my death (but excluding the proceeds of insurance upon my life owned by any corporation or owned by any partnership of which I am a partner);

- B. any registered retirement savings plan, registered retirement income fund, annuity, pension, or superannuation benefits payable to any person as a result of my death;
- C. any gift made by me in my lifetime; and
- D. any benefit arising by survivorship.

My Trustees may pay these taxes and duties whether they are imposed by the law of this jurisdiction or any other, and my Trustees may prepay or delay payment of any taxes or duties;

Residue of Estate

I divide the residue of my estate in equal shares among those of my children who survive me.

CONVERT OR KEEP

10. When my Trustees administer my estate:
- (a) my Trustees may convert my estate or any part of my estate into money, and decide how, when, and on what terms; and
 - (b) my Trustees may keep my estate, or any part of it, in the form it is in at my death and for as long as my Trustees Decide, even for the duration of the trusts in this Will. This power applies even if:
 - (i) the property is not an investment authorized under this Will;
 - (ii) a debt is owing on the property; or
 - (iii) the property does not produce income.

ALLOCATE ASSETS OF MY ESTATE

11. When my Trustees divide or distributes my estate, my Trustees may Decide which assets of my estate to allocate to any share or interest in my estate and the value of each of those assets. Whatever value my Trustees place on those assets will be final and binding on everyone interested in my estate.

VALUATION

12. When my Trustees value any asset of my estate, my Trustees must take into account its fair market value and adjusted cost base.

PROPERTY TRANSFER TAX

13. Any tax payable under the *Property Transfer Tax Act* (British Columbia) as a result of a transfer from my estate to any person is to be borne by that person.

INCOME TAX ELECTIONS

14. (a) My Trustees may make any allocations, elections, and distributions my Trustees Decide are in the best interests of my estate as a whole, including any allocations and elections under the Act.
- (b) My Trustees may make those allocations or elections, in whatever manner and proportions my Trustees Decide, among the beneficiaries of my estate and any one or more of them to the exclusion of any others.
- (c) Any election that allocates any portion of the income of my estate to any person for the purposes of the Act will not be regarded as a decision by my Trustees to allocate, in fact, that income to that person nor will that decision give that person any right to that income.
- (d) As a result of any of those allocations, elections, or distributions made in good faith, my Trustees will not be considered to have breached any duty to maintain an even hand among the beneficiaries and my Trustees will not be liable for any loss to my estate or any beneficiary of my estate.

INVESTMENTS

15. My Trustees may invest my estate as my Trustees Decide and is not limited to investments authorized by law for trustees. My Trustees may also invest in mutual or pooled investment funds. My Trustees will not be liable for any loss that arises from any investment made in good faith.

DEAL WITH BUSINESS

16. If my estate holds any interest in any business, incorporated or otherwise, my Trustees may deal with that interest and may exercise any rights, powers, and privileges in connection with that interest to the same extent as I could if I were alive and the only owner of that interest.
17. For example, my Trustees may carry on that business for as long as my Trustees Decide is in the best interests of my estate. My Trustees will not be liable for any loss suffered or expenses incurred in carrying on that business. My Trustees' powers include:

Use, Add, or Withdraw Capital

- (a) using any of the capital of my estate that is invested in that business at my death to carry on that business;
- (b) adding capital from my estate, with or without taking security, to carry on that business;
- (c) withdrawing capital of my estate from that business;

Partnerships

- (d) when the term of any partnership expires, renewing it for any determined period or otherwise;
- (e) varying all or any of the terms contained in any partnership agreement;
- (f) introducing any person or persons as partner or partners in that business;
- (g) dividing the profits or paying any sum in lieu of profits to any partner;

Employees

- (h) hiring or employing in that business any persons in that business;

Change Business

- (i) extending or curtailing any activities of that business;
- (j) adopting any new line of activity for that business;

Take Over or Sale of Business

- (k) forming, or join in forming, a company to take over or purchase the whole, or any part, of that business;
- (l) selling that business to a company at whatever price and on whatever terms my Trustees Decide;

Reorganize Business

- (m) reorganizing or reconstructing any company;
- (n) winding up any company;
- (o) incorporating any company;

John M. M
KH

- (p) surrendering or exchanging an interest in any company or other shares in that company or any other company;
- (q) in general, dealing with all shares and securities of that business in any way; and

Loan Money

- (r) lending, with or without security, any money or other asset from my estate to any company in which my Trustees (as my Trustee) may own the majority of the voting shares.

FURTHER POWERS DEALING WITH PROPERTY

18. My Trustees, with respect to any property (personal or real) forming part of my estate, may exercise any rights, powers, and privileges in connection with that property to the same extent as I could if I were alive and the only owner of that property. Those powers include, without limitation:

- (a) managing any of that property;
- (b) spending money out of capital and income, or either, to repair, convert, improve, or rebuild any of that property;
- (c) insuring any of that property against whatever risks and in whatever amounts my Trustees Decide;
- (d) renting or leasing any of that property for any period of time and on whatever terms that my Trustees Decide;
- (e) terminating or accepting the surrender of any lease or rental arrangement concerning that property;
- (f) granting any option or right of first refusal to any person to purchase or lease that property for any period of time and on whatever terms my Trustees Decide;
- (g) paying off or renewing any mortgages on that property;
- (h) paying any person in any profession, trade, or business to transact any business or trade, or to do any act in relation to that property;
- (i) transferring that property in exchange for other property on whatever terms and conditions my Trustees Decide;
- (j) appointing any nominee, including, if more than one trustee is acting under this Will, any one or more of such multiple trustees, to hold any property which from time to time constitutes any part of my estate, and registering the property in the name of such nominee;

- (k) making and repairing roads, fences, and drains on that property; and
- (l) subdividing that property, signing subdivision plans, and if any part of the property is required for public roads or access, dedicating or conveying that part of it to the Crown or any municipality or similar competent authority.

POWER TO COMPROMISE OR RENEW

19. My Trustees may, at any time:
- (a) litigate, compromise, commute, settle, or waive any claim due to or due by my estate for whatever consideration and on whatever terms my Trustees Decide; or
 - (b) extend, continue, or renew any evidence of any liability I may have as endorser, guarantor, surety, or otherwise for any liability of any person.

LOANS TO BENEFICIARIES

20. My Trustees may lend any money or other asset from my estate to any beneficiary, on whatever terms and taking whatever security, if any, my Trustees Decide.

BORROWING POWERS

21. My Trustees may, on behalf of my estate, borrow any amount my Trustees Decide and on whatever terms and giving whatever security my Trustees Decide.

TRUSTEE LIABILITY

22. My Trustees will not be responsible for any act or omission or any error of judgment not amounting to actual fraud in the management and administration of my estate or the ongoing trusts provided for herein. My Trustees will not be personally liable for any debts or liabilities relating to my estate or relating to any ongoing trusts provided for herein, and my Trustees will have a right of indemnity against the assets of my estate or the assets of any ongoing trust provided herein with respect to such debts and liabilities. My Trustees have the power to bind my estate without rendering my Trustees personally liable.

EXPERTS

23. My Trustees may engage accountants, lawyers, financial advisors or other professional advisors whose advice may be of assistance to my Trustees in the administration of my estate and the trusts established by this Will, and the fees and disbursements of such

accountants, lawyers, financial advisors or other professional advisors will be a charge on my estate and my Trustees will be reimbursed therefor from the assets of my estate.

TRUSTEE'S FEES

24. My Trustees may claim remuneration for acting as Trustees unless my Trustees are a beneficiary under this Will or any Codicil to it, in which case my Trustees will receive the gifts or benefits I give to my Trustees in this Will or any Codicil to it in lieu of remuneration for acting as Trustee.

DIRECTOR'S FEES IN ADDITION TO TRUSTEE'S FEES

25. Any of my Trustees may become directors or officers of any company in which I may have an interest and may receive any fees or other benefits for being a director or officer without being liable to account for them to my estate. These fees and benefits are in addition to any remuneration the Trustees may be entitled to for acting as a Trustee.

PAYMENT OF PROFESSIONAL FEES

26. If any of my Trustees are a lawyer, accountant, stockbroker, or other person engaged in any profession or business, that Trustee, or that Trustee's firm, may be paid all usual professional fees and other charges for all work done by that Trustee or that Trustee's firm and any partner of that Trustee in connection with the proving of this Will and the administration of my estate. That Trustee or that Trustee's firm may be paid for matters that might or should have been done personally but for which my Trustees might reasonably have hired a professional person.

DECLARATION

27. I have signed this Will on June 14, 2016.

We were both present, at the request of)
Gilbert Wong, when he signed this Will.)
We then signed as witnesses in his presence)
and in the presence of each other.)

[Signature])
Signature of Witness)

Printed Name)
KIM M. HO)
BARRISTER & SOLICITOR)
27th FL 505 BURRARD ST.)
Address (Street))
VANCOUVER, B.C.)
V7X 1J2)

City)

Occupation)

[Signature])
Signature of Witness)

Melissa molvik)
Printed Name)

302-6366 Cassie Ave)
Address (Street))

Burnaby BC)
City)

Legal Assistant.)
Occupation)

[Signature]
Gilbert Wong

NO.
VANCOUVER REGISTRY
IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

AUSTIN WONG and DEREK WONG in their
capacities as joint executors of the ESTATE
OF WAI HUNG WONG

PETITIONERS

AND:

SIU MUI WONG ET. AL.

RESPONDENTS

AFFIDAVIT OF
DEREK WONG

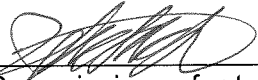


Lindsay Kenney LLP
Barristers & Solicitors
Founded in 1989

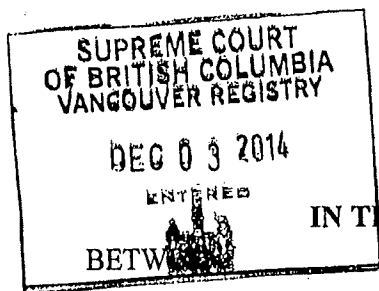
Barristers & Solicitors
1800 – 401 West Georgia Street
Vancouver, British Columbia
V6B 5A1
Phone: (604) 687-1323
Attention: J. Reilly Pollard

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This is Exhibit "G" referred to in the 1st affidavit of Linda Alexander sworn before me at Vancouver, August 27, 2020



A Commissioner for taking Affidavits
within British Columbia.



No. S149050
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

0805652 B.C. Ltd., 0805663 B.C. Ltd., 0805658 B.C. Ltd., 0801660 B.C. Ltd., 0795671 B.C. Ltd.,
Bill Fong Investment 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

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) TUESDAY, THE 2ND DAY OF
CHIEF MR. MADAM JUSTICE HINKSON) DECEMBER, 2014

ON THE APPLICATION of the plaintiffs made without notice, coming before me at the Courthouse at 800 Smithe Street, Vancouver, BC on November 24, 2014, and on hearing Glen Forrester and Nafisa Tejani, counsel for the plaintiffs, no other party having been served, and on reading:

1. Notice of Application of the Plaintiff, filed November 24, 2014;
2. Notice of Civil Claim, filed November 24, 2014;
3. Affidavit #1 of Betty Shiao Bing Wu, made November 13, 2014;
4. Affidavit #1 of Jim Guo Zhu Wu, made November 13, 2014;
5. Affidavit #1 of Bill Hoon Fong, made November 13, 2014;
6. Affidavit #1 of Cindy Yu Yong Yip, made September 5, 2014;
7. Affidavit #1 of Hsiao Chu Huang, made September 5, 2014;
8. Affidavit #1 of Isabella Yun Mi Leung, made November 10, 2014;
9. Affidavit #1 of Salina Fan, made November 7, 2014

AND ON the plaintiffs having undertaken to comply with the terms of the undertaking set out in Schedule "A" to this Order, which among other things requires service of the notice set out in Schedule "B" to this Order;

THIS COURT ORDERS AND DIRECTS THAT:

Freezing Order

1. Except as permitted by this Order, the defendants Siu Mui Wong (also known as Debbie Wong) ("Debbie"), Siu Kon Soo (also known as Bonnie Soo) ("Bonnie"), D&E Arctic Investments Inc. ("D&E") and 1300302 Alberta Inc. ("302") by themselves or by their agents, servants, employees, directors or otherwise are hereby restrained and enjoined from selling, mortgaging, pledging, transferring, assigning, diminishing, removing, or otherwise disposing of or dealing with any of their assets, property, causes of action, land, right, title, legal share and interest, of every description, howsoever characterized, whether real or personal, legal or equitable, present or future, vested or contingent, beneficial or discretionary, sole or joint, whether those assets are held directly or indirectly by them through any company, trust, partnership or other entity beneficially owned or controlled by them, including but not limited to:
 - i) 7970 188th Street, Surrey, B.C., V4N 4J1
PID: 003-766-781 and legally described as:
Lot 44 Section 21 Township 8 New Westminster District Plan 66512
 - ii) 56 – 6747 203rd Street, Langley, B.C., V2Y 3B5
PID: 026-264-021 and legally described as:
Strata Lot 40 District Lot 311 Group 2 New Westminster District Strata Plan BCS981
Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V
 - iii) 1824 13th Avenue East, Vancouver, B.C., V5N 2C1
PID: 014-984-881 and legally described as:
Lot 69 of Lots A and B Block 169 District Lot 264A Plans 1158 and 1771
 - iv) 33136 Dewdney Trunk Road, Mission, B.C.
PID: 011-946-288 and legally described as:
Lot 1 Except: Parcel "A" (Reference Plan 10352), Section 33 Township 17 New Westminster District Plan 1072
 - v) 16273 – 20 Avenue, Surrey, B.C. V3S 9M8
PID: 000-598-810 and legally described as:
Lot 14 Section 13 Township 1 New Westminster District Plan 61696
 - vi) 12008 72nd Avenue, Surrey, B.C.,
PID: 000-616-583 and legally described as:
Lot A Except: Part On Statutory Right of Way Plan 83439, Section 18 Township 2 New Westminster District Plan 10691

- vii) 16863 58A Ave, Surrey, B.C., 3VS 8P1
PID: 018-997-554 and legally described as:
Lot 4 Section 7 Township 8 New Westminster District Plan LMP19441
 - viii) 25141 Dewdney Trunk Road, Maple Ridge, B.C.
PID: 011-016-272 and legally described as:
Lot 3 Section 23 Town 12 New Westminster District Plan 4023
 - ix) 2788 Franklin Street, Vancouver, B.C., V5K 1X8
PID: 015-298-248 and legally described as:
Lot 15 of Lot 51 Town of Hastings Suburban Lands Plan 408
 - x) 26678 100th Ave, Maple Ridge, B.C.
PID: 006-983-391 and legally described as:
East Half Lot 13 Section 6 Township 15 New Westminster District Plan 2721
 - xi) Interest of Debbie Mortgage Registration CA 3621887 against property 7078 Main Street, Vancouver, B.C., V5X 3H9 with PID: 013-866-885 and legally described as:
Lot 7, Except Part in Plan 4466, Block 1 South East ¼ of District Lot 655 Plan 2346
- (collectively referred to as the "Assets"), until the final disposition of this action or until further order of this court.

2. If the total value of Debbie, Bonnie, D&E and 302's assets in British Columbia, net of all secured interests, exceed \$1,650,000, they may remove any of those assets from British Columbia and Alberta or may dispose of or deal with them so long as the total net value of their assets still in British Columbia and Alberta remain at least \$1,650,000. Either the plaintiffs or the defendants may apply to vary the foregoing amount.
3. This Order does not prohibit Debbie, Bonnie, D&E and 302 from spending reasonable amounts on ordinary living expenses and reasonable amounts on ordinary and proper business expenses, legal advice, and legal representation. Before spending any money on living, business or legal expenses, Debbie, Bonnie, D&E and 302 must advise the plaintiffs' solicitors in writing of the intended source of the funds to be expended.
4. This Order does not prohibit Debbie or Bonnie or D&E or 302 from dealing with or disposing of any of their assets in the ordinary and proper course of business.
5. Debbie, Bonnie, D&E and 302 may agree with the plaintiffs that the above spending limits should be increased or that this Order should be relaxed in any other respect but any such agreement will be effective only if confirmed in writing and signed by all parties.

Duration of this Order

6. This Order will remain in force up to and including December 15, 2014 (the "Return Date"), unless before then it is varied or discharged by a further Order of this Court. The

application in which this Order is made shall come back to the Court for further hearing on the Return Date.

7. This Order will cease to have effect if Debbie, Bonnie, D&E and 302 provide security by paying the sum of \$1,650,000 into Court or make provisions for security in that sum by some other method agreed in writing with the plaintiff.

Variation or Discharge of this Order

8. Anyone affected by this Order may apply to the Court at any time to vary or discharge it, or to request that the plaintiff be required to post security for the undertaking or vary the amount of security, on giving no less than two hours' notice to the plaintiff's solicitor of his or her intention to do so, but this Order will remain in force until further Order even if such an application is pending.
9. All applications to vary or discharge this Order, or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order with the exception of:
 - (a) urgent matters for which the Judge is not available; or
 - (b) as otherwise directed by the Judge.

Third Parties

10. Except as permitted by this Order, no person or other legal entity with notice of this Order may deal with any bank or other accounts of Debbie, Bonnie, D&E and 302 (including money market, retirement savings plan accounts, investment certificates, treasury bills, and deposits) or with other assets of Debbie, Bonnie, D&E and 302 in their possession or control without further order of this Court.
11. No person or other legal entity with notice of this Order shall breach or permit a breach of this Order.
12. To the extent that any person or other legal entity holds assets of the Defendants in excess of \$1,650,000, that person or other legal entity is not restrained from dealing with that part of the assets held by that person or other legal entity which is in excess of \$1,650,000.
13. The terms of this Order do not affect any person or legal entity outside the jurisdiction of this Court until it is declared enforceable or is enforced by a Court in the relevant jurisdiction, unless such person or other legal entity is:
 - (a) Debbie or Bonnie or D&E or 302 or an officer or an agent of Debbie or Bonnie or D&E or 302; or

- (b) a person or other legal entity who or which is subject to the jurisdiction of this Court; and
- i. has been given written notice of this Order, and
 - ii. is able to prevent acts or omissions outside the jurisdiction of this Court which constitute or assist in a breach of the terms of this Order.
14. This Order does not prevent any bank, financial institution or secured party from exercising any rights to claim interest, to levy service charges, to claim set off, to enforce security, or to enforce any other contractual right, arising from contracts made before being notified of this Order.
15. No bank or financial institution needs to enquire as to the application or proposed application of any money withdrawn by Debbie or Bonnie or D&E or 302 if the withdrawal appears to be permitted by this Order.
16. This Order binds Debbie, Bonnie, D&E and 302 and every other person who is subject to this Order and obtains notice of the Order, as of the time Debbie, Bonnie, D&E and 302 or person first receive notice of the Order, and whether or not Debbie, Bonnie, D&E and 302 or person has been served with a copy of the Order.

Disclosure Order

17. Debbie, Bonnie, D&E and 302 must, within seven days of service of this Order, provide the plaintiff's solicitor with asset lists from Debbie, Bonnie, D&E and 302, (collectively as the "Asset Lists"), verified by their affidavits setting out all of their assets as of the date of this Order whether in or outside British Columbia and whether in their own names or not and whether solely or jointly owned, and details of all such assets, including the nature of each asset, all identifying numbers and other identifying information, its exact location as of the date of this Order, and whether the asset is held in their names or jointly held with another person, or by another on their behalf.
18. If Debbie or Bonnie or D&E or 302 hold any assets over which Debbie or Bonnie or D&E or 302 have no beneficial interest, that asset shall be included in the list, along with an indication that the asset is held in trust for others.
19. The plaintiffs' solicitor shall not disclose the Asset Lists or the information contained in it to any person (including the plaintiff) except for the purpose of this proceeding. Before making such disclosure, counsel shall obtain a written undertaking from the person to whom disclosure is to be made in the form attached to this Order as Schedule "C".
20. On or before the Return Date, or such later date as provided in a further order, the plaintiffs' solicitor shall destroy all copies of the Asset Lists received from Debbie or Bonnie or D&E or 302 and take reasonable steps to ensure that any copies released to

anyone else are destroyed, except that the plaintiff is at liberty to file with the Court a sealed copy of Asset Lists, to be retained in the Court file so that it will be available on further court order.

[Handwritten signature]
BY THE COURT

[Handwritten signature]
[DISTRICT] REGISTRAR

[Handwritten mark]
FORM ONLY

APPROVED AS TO FORM:
[Handwritten signature]

party

Glen Forrester, lawyer for the Plaintiffs

This is Exhibit "H" referred to in the 1st
affidavit of Linda Alexander sworn before
me at Vancouver, August 27 2020



A Commissioner for taking Affidavits
within British Columbia.



FORM 34 (RULES 8-3(1), 13-1(3) AND 17-1(2))

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 Investment Ltd.,
Chang Wei Tile Ltd., Super Tile & Construction Ltd., and Shun Chi
Company Ltd.

Plaintiff

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

CONSENT ORDER

BEFORE) A JUDGE OF THE COURT) TUESDAY,
) ~~OR~~) THE 26 DAY OF
) A MASTER OF THE COURT) JANUARY, 2016
) ~~OR~~)
) A REGISTRAR)

ON THE APPLICATION of the defendants Siu Mui Wong (also known as Debbie Wong) and Siu Kon Soo (also known as Bonnie Soo), without a hearing and by consent:

THIS COURT ORDERS that:

- 1. The Mareva Order made in this proceeding December 2, 2015 is varied as follows:
 - a) The Mareva Order shall not apply to the disposition/sale of property in the names of Kwok Kie Soo, Siu Kon Soo, Gilbert Wai Hung Wong and Siu Mui Wong with civic address 33136 Dewdney Trunk Road, Mission B.C. V2V 6X7 and legally described as:

PID 011-946-288, Lot 1 Except: Parcel "A" (Reference Plan 10352), Section 33 Township 17 New Westminster District Plan 1072

BY THE COURT

REGISTRAR

ENDORSEMENTS ATTACHED

LIT00533

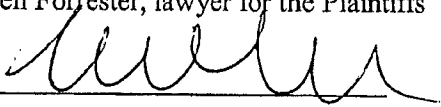
Handwritten initials

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE:

party

By the Court

Glen Forrester, lawyer for the Plaintiffs



Registrar

party

Terence W.T. Yu, lawyer for the Defendants



