

No. B-170021  
Estate No. 11-2204779  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF GUO LAW CORPORATION

ORDER MADE AFTER APPLICATION

BEFORE ) THE HONOURABLE JUSTICE )  
) )  
) ) October 7, 2021  
) MACINTOSH )  
) )

ON THE APPLICATION of FTI Consulting Canada Inc., the proposal trustee (the "**Proposal Trustee**") coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on October 7, 2021 via telephone, and on hearing Colin Brousson, lawyer for the Proposal Trustee and Hong Guo ("**Guo**"), on behalf of herself and Guo Law Corporation ("**GLC**"), and other counsel as listed on **Schedule "A"**;

THIS COURT ORDERS that:

1. service of the Notice of Application on behalf of the Proposal Trustee and the materials filed in support thereof (collectively, the "**Application Materials**") is hereby declared to be good and sufficient, and no other person is required to have been served with the Application Materials;
2. the Contract of Purchase and Sale, dated August 16, 2021, between the Proposal Trustee and Land Baron Investments Inc. ( "**Land Baron**"), attached as **Appendix "A"** hereto (the "**Land Baron Agreement**"), concerning the sale of the lands and premises legally described as:
  1. Surface Parcel # 103773731  
SW Sec 01 Twp 09 Rge 24 W 2 Extension 0  
As described on Certificate of Title 66MJ03617

2. Surface Parcel # #103773742  
NW Sec 01 Twp 09 Rge 24 W 2 Extension 0  
As described on Certificate of Title 62MJ03879
  
3. (a) Surface Parcel # 111019171  
LSD 9 Sec 11 Twp 09 Rge 24 W 2 Extension 43  
As described on the certificate of title 79MJ08344, description 42  
and
  
3. (b) Surface Parcel # 111019160  
LSD 9 Sec 11 Twp 09 Rge 24 W 2 Extension 42  
As described on the certificate of title 79MJ08344, description 42  
and
  
3. (c) Surface Parcel # 104350395  
LSD 10 Sec 11 Twp 09 Rge 24 W 2 Extension 49  
As described on Certificate of Title 79MJ08344, description 49
  
4. (a) Surface Parcel # 104350418  
Blk/Par A Plan No 101163776 Extension 50  
As described on Certificate of Title 79MJ08344, description 50  
and
  
4. (b) Surface Parcel # 104351071  
Blk/Par B Plan No 101188717 Extension 62  
As described on Certificate of Title 62MJ03879, description 62
  
5. Surface Parcel # 103772572  
SW Sec 12 Twp 09 Rge 24 W 2 Extension 0  
As described on Certificate of Title 87MJ16556

(collectively, the "**Land Baron Lands**")

to Land Baron is hereby approved;

3. upon:

(a) completion of the Land Baron Agreement; and

- (b) presentation to Saskatchewan Land Titles Office of a certified copy of this Order against the Certificates of Title to the Land Baron Lands;

all of the right, title, interest, and equity of redemption of Guo and GLC, in and to the Land Baron Lands shall vest absolutely in Land Baron in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Land Baron Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or the *Personal Property Security Act* of Saskatchewan or any other personal property registry system; and (iii) those Land Baron Claims listed on **Appendix "B"** hereto (all of which are collectively referred to as the "**Land Baron Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Appendix "C"** hereto), and, for greater certainty, this Court orders that all of the Land Baron Encumbrances affecting or relating to the Land Baron Lands are hereby expunged and discharged as against the Land Baron Lands;

4. upon presentation for registration in the Saskatchewan Land Titles Office of a certified copy of this Order, together with a letter from DLA Piper (Canada) LLP, the solicitors for the Proposal Trustee, authorizing registration of this Order, the Saskatchewan Registrar of Land Titles is hereby directed to:

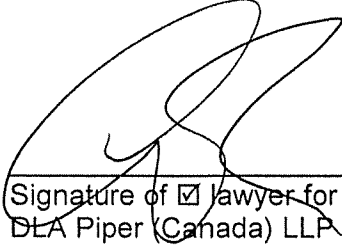
- (a) enter Land Baron as the owner of the Land Baron Lands, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Land Baron Lands;

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Land Baron Lands all of the registered Land Baron Encumbrances except for those listed in Appendix "C"; and
- 5. the proceeds of the Baron Lands shall stand in place and stead of the Baron Lands and, after the usual adjustments between seller and buyer, the proceeds shall be paid to the Proposal Trustee, in trust, and shall be paid out in accordance with the following priorities without further Order:
  - (a) first, any arrears of taxes, fees and levies, utilities and services, interest and penalties thereon;
  - (b) second, the real estate commission due on these sales of 4% of the selling price plus GST and PST on the commission only, or such lesser amount as maybe agreed to between the Proposal Trustee and the listing realtor;
  - (c) third, to the Proposal Trustee for all disbursements related to the possession, preservation, maintenance, upkeep and sale of the Land Baron Lands; and
  - (d) fourth, the balance then remaining of the proceeds of the sale of the Land Baron Lands to be paid to the Proposal Trustee to the credit of the proposal passed by the creditors of GLC and Guo and approved on May 4, 2017, by this Honourable Court (the "**Proposal**") and to be held by the Proposal Trustee in accordance with the terms of the Proposal;
- 6. an Order authorizing and directing the Proposal Trustee to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the conveyance to Land Baron;
- 7. vacant possession of the Land Baron Lands shall be delivered by the Proposal Trustee to Land Baron on or before 12:00 p.m. on October 15, 2021, subject to the permitted encumbrances as listed on Appendix "C";
- 8. the Proposal Trustee, with the consent of Land Baron shall be at liberty to extend the closing date to such later date as those parties may agree without the necessity of a further Order of this Court;

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, including but not limited to the Court of Queen's Bench for Saskatchewan, to give effect to this Order and to assist the Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies, including but not limited to the Court of Queen's Bench for Saskatchewan, are hereby respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order;
10. the Proposal Trustee or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order; and

11. endorsement of this Order by counsel appearing on this application other than the counsel for the Proposal Trustee is hereby dispensed with.

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



Signature of  Lawyer for the Proposal Trustee  
DLA Piper (Canada) LLP (Colin D. Brousson)

BY THE COURT

*Maam Fash J.*

  
REGISTRAR IN BANKRUPTCY

**Schedule "A"**

**LIST OF COUNSEL**

<b>NAME OF LAWYER</b>	<b>REPRESENTING</b>
Kibben Jackson	Bank of Montreal

APPENDIX "A"

Land Baron Agreement





CONTRACT OF PURCHASE AND SALE - #104

20210813070

Developed & Provided by your Saskatchewan REALTORS® Association
This contract is to be used only for properties of commercial nature, including farms, hotels, businesses, etc.

Royal LePage Landmart 605-a Main St. N. Qing Zhang (306) 694-8082
(Land Baron Investments Inc and/or nominee 500-5900 No.3 Road Richmond BC V6X 3P7
I/WE (Names of Buyers: herein called Buyer) (Address) (Postal Code) (Phone)

HEREBY OFFER TO PURCHASE from

PTI Consulting as the Trustee Under a Proposal of QUO Law
(Names of Sellers: herein called Seller) (Address) (Postal Code) (Phone)

through Lane Realty Corp. #307-4303 Albert St. Regina Jason Selinger
(Full Name of Seller's Brokerage) (Address) (Salesperson) (Phone)

the following described property: LSD 10-11-09-24-2 Ext 49, LSD 9-11-09-24-2 Ext 42, LSD 9-11-09-24-2 Ext 43, Blk/Par B-Plan 101188717
(Blk/Par A-Plan 101163776 Ext 50, SW 12-09-24-2 Ext 0, SW 01-09-24-2 Ext 0, NW 01-09-24-2 Ext 0)

having the following Address: rural address City or R.M. Of Keywest No. 70

- 1. Subject to the reservations and exceptions appearing in the existing Certificate of Title and free and clear of all encumbrances except such encumbrances as are hereafter expressly agreed to be assumed by the Buyer, for the SUM (Sale Price) of: \$650,000 (six hundred fifty thousand) dollars

Sale Price to be paid as follows:

- (a) \$ 50,000.00 Deposit to be made to the Buyer's Brokerage unless otherwise indicated
(b) Deposit instructions to be made within 3 business days.
(c) \$ 0.00 Financing (if applicable)
(d) \$ 600,000.00 (approx) balance of cash, to be paid subject to the adjustments herein provided, to the Seller's Solicitor or Brokerage of the Seller, or to the Buyer's Solicitor as the case may be, days before the Possession Date.
(e) Buyer acknowledges that taxes, tax credits, payments and mortgage interest rate may be subject to revision.

- 2. This contract is made conditional upon the following:
(a) Financing to be arranged on terms and rate satisfactory to the Buyer on or before mm dd yyyy
(b) reviewing current lease agreement on or before Aug 18th of 2021.
seller's condition: subject to approval of Supreme Court of British Columbia approving the offer on or before Oct 1st of 2021.

- 3. Additional terms are not set out in the following schedule(s): none to this contract.
4. The Sale Price shall include land, buildings, fixtures and attached goods, to be free and clear of all encumbrances other than those being assumed by the Buyer, shall be and remain as is at the date of acceptance of this contract until Possession Date, and includes the following chattels and unattached goods: (if none, state "NONE"). approximately 12,750 bu, Steel Grain Storage
5. Mineral title(s) for mineral commodities are not owned by the Seller and are not included in the Sale Price.
6. The Buyer agrees to pay to the Seller interest at the Bank of Canada Overnight Rate Target at the Possession Date plus 4% per annum, on any portion of the Sale Price, less mortgages or other encumbrances assumed, not received by the Seller, his/her solicitor or his/her Brokerage as at the Possession Date, the interest to be calculated from the Possession Date, until monies are received by the Seller or his/her solicitor. The Seller shall have a lien and charge against the property for the unpaid portion of the Sale Price (with interest as aforementioned).
7. THE SELLER SHALL PAY ALL COSTS OF DISCHARGING ANY EXISTING MORTGAGE OR OTHER ENCUMBRANCES AGAINST THE PROPERTY, NOT ASSUMED BY THE BUYER.
8. This transaction of purchase and sale shall be closed on or before twelve noon mm dd yyyy 2021 (herein referred to as the "Possession Date") on which date the Buyer shall have POSSESSION, vacant or subject to the following tenancy, namely: (if none, state "NONE") current lease agreement.

DS
Michael
CREA WEBForms
Buyer(s) Initials

- 9. **ADJUSTMENTS** re: taxes, rents, insurance, utilities, expenses and other income and outgoing, to be made as at Possession Date, or as follows: buyer is to get 50% of 2021 rental and pay 50% of 2021 property taxes.
- 10. The Buyer represents and warrants to the Seller that it  is  is not a registrant, registration # \_\_\_\_\_ for the purpose of GST under the *Excise Tax Act* (Canada). The Buyer shall be liable for and shall indemnify and hold the Seller harmless from any liability relating to the GST which may be payable in respect to this transaction. The Buyer agrees to self-assess, remit the GST directly to the Receiver General and comply in a timely manner with all filing and payment obligations referred to in Section 228(4) of the *Excise Tax Act* (Canada).
- 11. The Seller shall maintain fire insurance coverage on the property until the Possession Date and, if on such date remains an unpaid Seller, may continue to insure the property. The Buyer shall insure the property on and after possession.
- 12.1 If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the Buyer.
- 12.2 If this offer is accepted and the conditions in paragraph 2 above have not been satisfied or waived in writing by the date set forth in paragraph 2 above, the entire deposit and any other monies paid by the Buyer shall be forthwith returned to the Buyer.
- 12.3 If this offer is accepted and all conditions have been removed in writing by the date set forth in paragraph 2 above and the Buyer fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the Seller's option. Where the defaulting party is the Buyer, the deposit and any other monies shall be forthwith delivered to the Seller's brokerage as forfeiture to the seller.
- 12.4 The Buyer and Seller agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16(a) of The Real Estate Regulations.
- 12.5 The disbursement of the deposit and other monies as agreed to above is not a prohibition from the Buyer or the Seller seeking a civil remedy for a breach of this contract.
- 13. The Seller and Buyer agree to prepare and execute promptly any documents required to complete this transaction. The Seller shall pay for the preparation of the Transfer of Title and the Buyer shall pay for the registration of the Transfer of Title under *The Land Titles Act*. The costs related to any mortgage or other financing of the Sale Price, other than an Agreement for Sale, shall be paid by the Buyer. Costs of any Agreement for Sale shall be borne equally by the Buyer and Seller.
- 14. This offer is open to acceptance by the Seller up to \_\_\_\_\_ 9 \_\_\_\_\_ p.m., mm 09 dd 17 yyyy 2021.
- 15. IT IS UNDERSTOOD AND AGREED that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this contract and I hereby agree to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth. **TIME SHALL BE OF THE ESSENCE OF THIS OFFER/CONTRACT.**
- 16. Upon acceptance of this offer within the time prescribed in paragraph 14, this contract shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 17. By signing this offer the Buyer acknowledges having received and read the document published by the Saskatchewan REALTORS® Association entitled, "Agency Disclosure." The Buyer acknowledges having read and understood this document, that it accurately describes the agreement with the Buyer's Brokerage, and that a copy of it has been received by the Buyer this date.

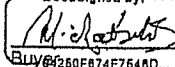
SIGNED by the Buyer at 8/13/2021 | 8:13 AM PDT

, mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy \_\_\_\_\_

SIGNED, SEALED AND DELIVERED in the presence of \_\_\_\_\_

IN WITNESS WHEREOF I have hereunto set my hand

Witness \_\_\_\_\_



Buyer@260F874F7648D... Land Baron Investments Inc

Witness \_\_\_\_\_

Buyer

**ACCEPTANCE AND DIRECTION TO PAY COMMISSION AND TAXES**

I/WE HEREBY ACCEPT the above Offer together with all conditions contained therein and covenant to carry out the sale on the terms and conditions above mentioned. I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Seller's Brokerage pursuant to the listing agreement with respect to the property. I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR, as indicated by me/us below, or any other Solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing.

I/WE HEREBY CERTIFY that I/we are residents of Canada as defined under the provisions of Section 116 of *The Income Tax Act* and that I/we will provide satisfactory evidence of such residency.

SIGNED by the Seller at Vancouver, B.C.

, mm August dd 16 yyyy 2021

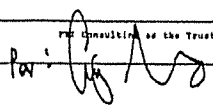
SIGNED, SEALED AND DELIVERED in the presence of \_\_\_\_\_

IN WITNESS WHEREOF I have hereunto set my hand

Witness \_\_\_\_\_

Seller \_\_\_\_\_  
For Consulting as the Trustee Under a Proposal of CMO Lev

Witness \_\_\_\_\_

Seller 

Buyer's Solicitor \_\_\_\_\_

Seller's Solicitor \_\_\_\_\_

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#104 - 01/2020



**NOTICE TO REMOVE CONDITION(S)  
ON FARM/RANCH CONTRACT OF PURCHASE AND SALE - #812**  
Developed & Provided by your Association of Saskatchewan REALTORS®

**BETWEEN** BUYER Land baron Investments Inc and/or nominee  
**AND**  
**SELLER** FTI Consulting as the Trustee Under a Proposal of GOU Law  
**DATED** 08/13/2021  
(ORIGINAL DATE OF CONTRACT OF PURCHASE AND SALE)

**Address:** rural address R.M. Of Keywest No.70

**Legal Description:** LSD 10-11-09-24-2 Ext 49, LSD 9-11-09-24-2 Ext 42, LSD 9-11-09-24-2 Ext 43, Blk/Par B-Plan 101188717

With respect to the above-mentioned property, the following conditions are removed:  
"reviewing current lease agreement."  
Seller's condition remain.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID CONTRACT/OFFER  
REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

Dated at 8/18/2021 | 5:42 PM PDT  
mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy \_\_\_\_\_  
DocuSigned by: \_\_\_\_\_

Witness \_\_\_\_\_  
Michael Chung  
Buyer Land baron Investments Inc

Witness \_\_\_\_\_ Buyer \_\_\_\_\_

Dated at \_\_\_\_\_ mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy \_\_\_\_\_

Witness \_\_\_\_\_ Seller FTI Consulting as the Trustee Under a Proposal of GOU Law

Witness \_\_\_\_\_ Seller \_\_\_\_\_

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## AMENDMENT TO CONTRACT OF PURCHASE AND SALE

### ATTACHED TO AND FORMS PART OF THE CONTRACT OF PURCHASE AND SALE

BETWEEN PURCHASER: LAND BARON INVESTMENTS INC. AND/OR NOMINEE  
and  
VENDOR: FTI CONSULTING as the TRUSTEE UNDER PROPOSAL OF GUO LAW  
DATED: AUGUST 13, 2021 CONTRACT #: 20210813070  
(Original Date of Contract of Purchase and Sale)

Property Legally Described As: LSD10-11-09-24-2 EXT 49, LSD 9-11-9-24-2 EXT 42, LSD 9-11-9-24-2 EXT 43,  
BLK/PAR B-PLAN 101188717, BLK/PAR A-PLAN 101163776 EXT 50, SW 12-9-24-2 EXT 0, SW 1-9-24-2 EXT 0,  
NW 1-9-24-2 EXT 0

With respect to the above mentioned property, the Purchaser and Vendor hereby agree as follows:

1) SAID OFFER SUBJECT TO APPROVAL OF SUPREME COURT of BRITISH COLUMBIA  
APPROVING THE OFFER ON OR BEFORE OCTOBER 1st 2021 TO BE EXTENDED TO OCTOBER 8,  
2021.

2.) POSSESSION/COMPLETION DATE TO BE NOVEMBER 4, 2021.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID CONTRACT REMAIN THE SAME AND IN FULL  
FORCE AND EFFECT.

Dated at 9/23/2021 10:10 AM PDT \_\_\_\_\_, 2021

WITNESS

WITNESS

DocuSigned by:  
Michael Chung  
PURCHASER

PURCHASER

Dated at 8:00 a.m./p.m. this 23rd day of SEPTEMBER, 2021

WITNESS

WITNESS

X [Signature]  
VENDOR

VENDOR

APPENDIX "B"

Land Baron Encumbrances

*nil*

APPENDIX "C"

Land Baron Permitted Encumbrances

*nil*

