

3. Surface Parcel # 109104296
NE Sec 09 Twp 10 Rge 20 W 2 Extension 0
As described on Certificate of Title 73R43432
4. Surface Parcel # 109104308
SE Sec 10 Twp 10 Rge 20 W 2 Extension 0
As described on Certificate of Title 63R42313
5. (a) Surface Parcel # 145149026
NW Sec 11 Twp 10 Rge 20 W 2 Extension 8
As described on Certificate of Title 73R43433, description 8
and
5. (b) Surface Parcel # 145149048
Blk/Par A Plan No 101335014 Extension 10
As described on Certificate of Title 86R30536, description 10
6. Surface Parcel # 109082314
SW Sec 16 Twp 10 Rge 20 W 2 Extension 0
As described on Certificate of Title 89R45448

(collectively, the "**Kessler Lands**")

to Kessler is hereby approved;

3. upon:

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

all of the right, title, interest, and equity of redemption of Guo in and to the Kessler Lands shall vest absolutely in Kessler 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 "**Kessler 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 Kessler Claims listed on **Appendix "B"** hereto (all of which are collectively referred to as the "**Kessler 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 Kessler Encumbrances affecting or relating to the Kessler Lands are hereby expunged and discharged as against the Kessler Lands;

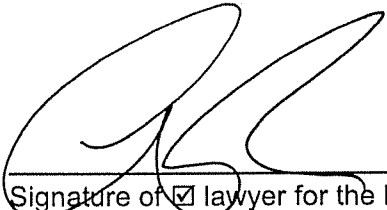
4. upon presentation for registration in the Saskatchewan Land Titles Office of a certified copy of this Order, together with a letter from DLA Piper (Canada) LLP, the solicitors for the Proposal Trustee, authorizing registration of this Order, and a letter from the Proposal Trustee indicating that the Payments (as defined below) were not made by GLC on or before November 5, 2021, the Saskatchewan Registrar of Land Titles is hereby directed to:
 - (a) enter Kessler as the owner of the Kessler 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 Kessler Lands;
 - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Kessler Lands all of the registered Kessler Encumbrances except for those listed in Appendix "C";
5. the proceeds of the Kessler Lands shall stand in place and stead of the Kessler Lands (respectively) 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 Kessler Lands; and
 - (d) fourth, the balance then remaining of the proceeds of the sale of the Kessler 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 Kessler;

7. vacant possession of the Kessler Lands shall be delivered by the Proposal Trustee to Kessler on or before 12:00 p.m. on November 12, 2021, subject to the permitted encumbrances as listed on Appendix "C";
8. the Proposal Trustee, with the consent of Kessler, 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;
11. notwithstanding all of the above, this order will take effect only in the event that GLC fails to make the following cash payments (the "**Payments**") to the Proposal Trustee **on or before November 5, 2021**:
 - (a) \$870,518.17 together with the applicable levy (the "**Levy**") imposed under section 147 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 in connection with the Disputed Claim of the Bank of Montreal as defined in the Proposal and outlined in the Proposal Trustee's Fourth Report filed herein (the "**BMO Claim**");
 - (b) \$31,000.00, together with a reasonable estimate of the amount of interest and costs which might become due to IRL Construction Ltd. ("**IRL**") following the conclusion of the GLC appeal of the judgment obtained by IRL as against GLC (the "**IRL Amount**") plus the applicable Levy on the IRL Amount; and
 - (c) the fees and disbursements of the Proposal Trustee and its legal counsel (the "**Professional Fees**") as at the date of the Payments;
12. the Payments required to be made under the foregoing paragraph shall be reduced by any net proceeds the Proposal Trustee obtains following the closing of the sale of the property defined as the Key West Farm in the Proposal Trustee's Fourth Report filed herein should the sale of the Key West Farm complete on or before November 5, 2021;
13. the Proposal Trustee will make all reasonable efforts to advise GLC prior to November 5, 2021, concerning the amounts of the Payments, including, its best estimate of the IRL

Amount, the net proceeds expected from the Key West Farm sale, and the Levy amount on both the IRL Amount and the BMO Claim; and

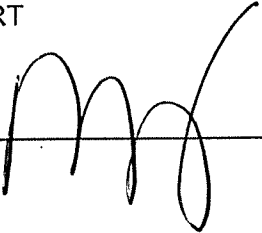

14. endorsement of this Order by counsel appearing on this application other than the counsel for the Proposal Trustee is hereby dispensed with.

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
Macraige

REGISTRAR 


Schedule "A"

LIST OF COUNSEL

NAME OF LAWYER	REPRESENTING
Kibben Jackson, Glen Nesbitt	Bank of Montreal

APPENDIX "A"

Kessler Agreement

CONTRACT #: 004089



LANE REALTY CORP.

Saskatchewan's Farm & Ranch Specialists™

www.lanerealtycorp.com

#307-4303 Albert St.
Regina, SK, S4S 3R6, Canada
Ph: (306) 569-3380, Fax: (306) 569-3414

CONTRACT OF PURCHASE AND SALE

LANE REALTY CORP., #307-4303 Albert St., Regina, SK, S4S 3R6 JASON SELINGER
 (Full Name of Purchaser's Brokerage) (Address) (Salesperson)
 Cell: 306-539-7975
 Bus: (306) 569-3380 (Telephone)
 Res/Cell: 306-442-7526
 Bus/Fax: _____ (Telephone)

I/WE SEAN KESSLER AND/OR NOMINEE Box 154 PANAMA, SK
 (Names of Purchasers: herein called Purchaser) (Address) (Postal Code)
S0C 2C0

HEREBY OFFER TO PURCHASE FROM:
FTI CONSULTING AS THE TRUSTEE UNDER PROPOSAL OF GIULIA
 (Names of Vendors: herein called Vendor) (Address) (Postal Code)
20RD (Telephone)
 Res/Cell: _____
 Bus/Fax: _____

through LANE REALTY CORP. REGINA, SK JASON SELINGER
 (Full Name of Vendor's Brokerage) (Address) (Salesperson)
 Cell: 306-539-7975
 Bus: 306-569-3380 (Telephone)

the following legally described property: (W 1/2 2 + NE 9 + SE 10 + NW 11 + SW 16) A11
TP 10 - RG 20 W 2M RM: #99
 the legally described property as per attached Schedule _____ which forms part of this contract

1.1 The Purchaser offers to purchase the property from the Vendor subject to the reservations and exceptions appearing in the existing Certificate(s) of Title and free and clear of all encumbrances as contemplated in Clause 1.3 save and except such encumbrances as are expressly agreed to be assumed by the Purchaser,

for the SUM of: SEVEN HUNDRED FIFTY THOUSAND ~~_____~~ XX Canadian Dollars

1.2 (a) \$ 750,000⁺⁺ PURCHASE PRICE to be paid as follows
 (b) \$ 10,000⁺⁺ DEPOSIT by cheque cash direct wire transfer to Lane Realty Corp. In Trust
receipt of which by the Brokerage is hereby acknowledged and deposited within two business days of acceptance
receipt of which is due on/before the ___ day of _____, 20___ to the Brokerage and deposited within two business days of receipt
 (c) \$ _____ DEPOSIT INCREASE due on/before the ___ day of _____, 20___ to Brokerage
 (d) \$ _____ DEPOSIT INCREASE due on/before the ___ day of _____, 20___ to Brokerage
 Deposit(s) to be held in trust pending completion or other termination of this contract and to be credited on account of purchase money
 (e) \$ _____ (approx.) by assumption of the existing mortgage or agreement for sale
 (f) \$ _____ by other financing or other conditions (described in Clause 2 (b) below)
 (g) \$ 740,000⁺⁺ (approx.) BALANCE OF CASH to be paid subject to the adjustments herein provided to the Vendor or the Vendor's solicitor on or before the Possession Date.
 (h) Purchaser hereby acknowledges that taxes, tax credits, payments, mortgage interest rate may be subject to revision

1.3 Unless otherwise agreed to in writing, the Vendor shall transfer title to the property to the Purchaser free and clear of all encumbrances except:
 (a) those implied by law;
 (b) non-financial obligations now on the title, such as easements, utility rights-of-way, caveats, covenants and conditions that are normally found registered against property of this nature and which do not materially affect the saleability of the property; and
 (c) those encumbrances the Purchaser agrees to assume in this contract

Upon transfer of title(s) to the property into the name of the Purchaser, subject only to the aforementioned encumbrances, the Vendor may use the proceeds of the sale from the Purchaser to discharge any other encumbrances

2. This offer is subject to the following conditions:

- (a) this transaction is not subject to financing
 this transaction is subject to the Purchaser obtaining approval of a mortgage on the above property on/before the 25th day of AUGUST, 2021
- (b) SUBJECT TO APPROVAL OF SUPREME COURT OF BRITISH COLUMBIA
- (c) ON/BEFORE SEPT 30, 2021
- (d) _____
- (e) _____
- (f) _____
- (g) _____
- (h) _____
- (i) _____
- (j) _____
- (k) _____
- (l) additional terms/conditions are are not set out on attached Schedule(s) _____ which forms part of this contract

3.1 Unless otherwise stated herein, any mineral title for mineral commodities owned by the Vendor is NOT INCLUDED in sale

3.2 Unless otherwise stated herein, any Lease Transfer Fee to be shared 50/50 between Vendor and Purchaser at time of sale

4.1 The attached and unattached goods included herein, are owned by the Vendor and conveyed to the Purchaser under this contract and are in normal working order and are free and clear of all encumbrances and shall be and remain as is at the date of acceptance of this contract until completion date. The Purchase Price shall include land, utilities, buildings and attached goods in present condition, unless otherwise stated herein, and including the following unattached goods:

PURCHASER TO ASSUME RENTAL AGREEMENT AND HAVE BENEFIT OF 2021 RENTAL FOR SECOND PAYMENT.

4.1b) ALL PARTIES TO THIS TRANSACTION ARE AWARE THAT LANEREALTY CORP. IS ACTING IN THE CAPACITY OF DUAL AGENCIES IN THE FORMULATION OF THIS CONTRACT.

water heater incl., not incl.; water softener incl., not incl.; sump pump incl., not incl.; storage shed incl., not incl.

4.2 Additional chattels/machinery/livestock are are not set out on attached Schedule(s) _____ which forms part of this contract

5. The Purchaser agrees to pay to the Vendor interest at the rate of 7 % per annum, on any portion of the purchase price, less mortgages or other encumbrances assumed, not received by the Vendor, his/her solicitor as at the possession date, the interest to be calculated from the possession date, until monies are paid to the Vendor or his/her solicitor

6. **THE VENDOR SHALL PAY ALL COSTS OF DISCHARGING ANY EXISTING MORTGAGE OR OTHER ENCUMBRANCES AGAINST THE PROPERTY NOT ASSUMED BY THE PURCHASER OR OTHERWISE PERMITTED IN CLAUSE 1.3.**

7. This transaction of purchase and sale shall be closed on or before twelve noon the 28th day of OCTOBER, 2021 (herein referred to as the POSSESSION DATE) on which date the Purchaser shall have POSSESSION, vacant or subject to the following tenancy, namely: (if none, state "NONE") SEAN KESSLER

8. ADJUSTMENTS re: taxes, rents, insurance, utilities, expenses and other income and outgoing, to be made as at Possession Date, or as follows: PURCHASER TO PAY 1/2 OF 2021 TAXES - SELLER TO PAY 1/2 2021 TAXES

9. Each party shall be responsible for their own Federal and Provincial taxes.

9.1 Both Vendor and Purchaser to be GST registrants at time of sale.

10. The risk of loss or damage to the property shall lie with the Vendor until the Possession Date. The Vendor shall maintain fire and extended coverage insurance on property until Possession Date, the Purchaser shall insure the property on and after possession.

11. The Vendor and Purchaser agree to prepare and execute promptly all documents required to complete this transaction. The Vendor shall pay for the preparation of the Transfer of Title and the Purchaser 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 purchase price, other than an Agreement for Sale, shall be paid by the Purchaser. Costs of any Agreement for Sale shall be borne equally by the Purchaser and Vendor.

- 12.1 IF THIS OFFER IS NOT ACCEPTED, the entire deposit and any other monies paid, without interest, shall forthwith be returned to the Purchaser.
- 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 Purchaser shall be forthwith returned to the Purchaser.
- 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 Purchaser fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any terms in this contract, this contract shall be void at the Vendor's option. Where the defaulting party is the Purchaser, the deposit and any other monies shall be forthwith delivered to the VENDOR'S BROKERAGE as forfeiture to the Vendor.
- 12.4 The Purchaser and Vendor 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 above is not a prohibition from the Purchaser or the Vendor seeking a civil remedy for a breach of this contract.
- 13. UNLESS REVOKED SOONER, THIS OFFER IS OPEN TO ACCEPTANCE BY THE VENDOR UP TO: 5:00 a.m. on the 11th day of August, 2021
- 14. 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 subject to the conditions above set forth. **TIME SHALL BE OF THE ESSENCE OF THIS OFFER/CONTRACT.**
- 15. Upon acceptance of this offer within the time prescribed in Clause 13, this contract shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs/executors/administrators/successors/assigns.

DATED AT PANGMAN, SK, this 9th day of AUGUST, 2021
 SIGNED, SEALED AND DELIVERED in the presence of _____
 WITNESS _____ PURCHASER X [Signature]
 WITNESS _____ PURCHASER _____
 WITNESS _____ PURCHASER _____

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 Vendor'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 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.

DATED AT Vancouver, B.C., this 10th day of August, 2021
 SIGNED, SEALED AND DELIVERED in the presence of _____
 WITNESS _____ VENDOR Full Consulting in its capacity as Proposal
 WITNESS CHRISTOPHER J. RAMJAY VENDOR Trustee of City Law Corporation
 WITNESS _____ VENDOR Per: [Signature]
 VENDOR _____
 Purchaser's Solicitor _____ Vendor's Solicitor _____



**NOTICE TO REMOVE CONDITION(S) ON
 CONTRACT OF PURCHASE AND SALE**

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

BETWEEN PURCHASER: SEAN KESSLER AND/OR NOMINEE
 and
 VENDOR: FTI CONSULTING AS THE TRUSTEE UNDER PROPOSAL
 OF GUO LAW CORP.

DATED: AUGUST 9, 2021 CONTRACT #: 004089
 (Original Date of Contract of Purchase and Sale)

Property Legally Described As: (W 1/2 2 + NE 9 + SE 10 + NW 11 + SW 16) ALL TP 10 - RG 20 W2M

With respect to the above mentioned property, the following conditions are waived:

SAID OFFER SUBJECT TO PURCHASER OBTAINING APROVAL OF MORTGAGE ON/BEFORE
 AUGUST 25, 2021 IS HEREBY MET, SATISFIED AND REMOVED

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

DATED AT 2:45 a.m./6.m. at PANGMAN, SK. this 25th day of AUGUST, 2021

Donna Kessler
 WITNESS

X *Sean Kessler*
 PURCHASER

WITNESS

PURCHASER

DATED AT _____ a.m./p.m. at _____, this _____ day of _____, 20____

WITNESS

VENDOR

WITNESS

VENDOR



**AMENDMENT TO
CONTRACT OF PURCHASE AND SALE**

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

BETWEEN PURCHASER: SEAN KESSLER AND/OR NOMINEE
and
VENDOR: ETI CONSULTING as the TRUSTEE UNDER PROPOSAL OF GUO LAW

DATED: AUGUST 9, 2021 CONTRACT #: 004089
(Original Date of Contract of Purchase and Sale)

Property Legally Described As (W 1/2 2 + NE 9 + SE 10 + NW 11 + SW 16) ALL TP 10 - RG 20 W2M

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 SEPTEMBER 30th 2021 TO BE EXTENDED TO OCTOBER
8th, 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 3:00 a.m./p.m. this 23rd day of September, 2021

[Signature]
WITNESS

[Signature]
PURCHASER

WITNESS

PURCHASER

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

[Signature]
WITNESS

X [Signature]
VENDOR

WITNESS

VENDOR

**AMENDMENT TO
CONTRACT OF PURCHASE AND SALE**

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

**BETWEEN PURCHASER SEANKENDER AND/OR NOMINEE
and
VENDOR JILL CONNOR KING as the TRUSTEE UNDER PROPOSAL OR GUO LAW**

**DATED AUGUST 9, 2021 CONTRACT # 004082
(Original Date of Contract of Purchase and Sale)**

Property Legally Described As CW 1/2 2 + NE 9 + SE 10 + NW 11 + SW 16 ALL TP 10 - RG 20 W2M

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

**IN SAID OFFER SUBJECT TO APPROVAL OF SUPREME COURT OF BRITISH COLUMBIA
APPROVING THE OFFER ON OR BEFORE OCTOBER 8, 2021 TO BE EXTENDED TO OCTOBER 15,
2021.**

POSSESSION/COMPLETION DATE TO BE NOVEMBER 12, 2021.

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

Dated at 9:45 a.m./p.m. this 7th day of October, 2021

[Signature]
WITNESS

WITNESS

[Signature]
PURCHASER

PURCHASER

Dated at 10:30 a.m./p.m. this 7th day of OCTOBER, 2021

[Signature]
WITNESS

WITNESS

[Signature]
VENDOR

VENDOR

APPENDIX "B"

Kessler Encumbrances

	<u>LAND</u>	<u>ENCUMBRANCES</u>
1	Surface Parcel # 109082178 SW Sec 02 Twp 10 Rge 20 W 2 Extension 0 As described on Certificate of Title 63R42312	Interest #: 145650742 Int. Register #: 115129469
2	Surface Parcel #: 109086903 NW Sec 02 Twp 10 Rge 20 W 2 Extension 0 As described on Certificate of Title 63R42312	Interest #: 145650753 Int. Register #: 115129469
3	Surface Parcel#: 109104296 NE Sec 09 Twp 10 Rge 20 W 2 Extension 0 As described on Certificate of Title 73R43432	Interest #: 145650797 Int. Register #: 115129469
4	Surface Parcel # 109104308 SE Sec 10 Twp 10 Rge 20 W 2 Extension 0 As described on Certificate of Title 63R42313	Interest #: 145650786 Int. Register #: 115129469
5(a)	Surface Parcel # 145149026 NW Sec 11 Twp 10 Rge 20 W 2 Extension 8 As described on Certificate of Title 73R43433, description 8	Interest #: 145650764 Int. Register #: 115129469
5(b)	Surface Parcel # 145149048 Blk/Par A Plan No 101335014 Extension 10 As described on Certificate of Title 86R30536, description 10	Interest #: 145650775 Int. Register #: 115129469
6	Surface Parcel #109082314 SW Sec 16 Twp 10 Rge 20 W 2 Extension 0 As described on Certificate of Title 89R45448	Interest #: 145650809 Int. Register #: 115129469

APPENDIX "C"

Kessler Permitted Encumbrances

nil

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

DLA Piper (Canada) LLP
Barristers & Solicitors
2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 039071-00002

AGM/day