

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) *Justice Crossin*)
)) May 11, 2023
))
))

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 May 11, 2023, and on hearing Alexandra McCawley lawyer for the Proposal Trustee, and Hong Guo ("Guo"), on behalf of herself and Guo Law Corporation ("GLC") not appearing, although duly served, and other counsel and parties as listed on Schedule "A" (the "Service List") not appearing, although duly served;

THIS COURT DECLARES AND ORDERS that:

AMENDING AUGUST 29, 2022 ORDER

1. the order made in this action on August 29, 2022, by Justice Funt be amended in accordance with the form of order attached as **Schedule "B"** (the "Amended Order") to correct the amount paid into Court in respect of Action No. S-188703 (the "BMO Litigation");

PROPOSAL FULLY PERFORMED

2. upon the Proposal Trustee paying the correct amount into Court in respect of the BMO Litigation as a result of the Amended Order, and upon the Proposal trustee making payments to the unsecured creditors in accordance with the Dividend Sheet attached as **Schedule "C"**:
 - (a) the Proposal is fully performed; and

- (b) the Proposal Trustee shall serve an executed Certificate of Full Performance of Proposal in substantially the form attached as **Schedule "D"** (the "**Certificate**") on GLC and the Office of the Superintendent of Bankruptcy (the "**OSB**");
- 3. upon the Proposal Trustee serving the Certificate, by e-mail, FTI Consulting Canada Inc. ("**FTI**") shall be discharged from its duties as the Proposal Trustee and shall have no further duties, obligations, liabilities, or responsibilities as Proposal Trustee from and after the filing and service of the Certificate, provided that, notwithstanding its discharge as Proposal Trustee:
 - (a) FTI shall remain Proposal Trustee for the performance of such incidental duties as may be required to complete the Proposal and the administration of these proceedings; and
 - (b) FTI shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Proposal Trustee;
- 4. the Proposal Trustee is directed to file a copy of the executed Certificate with the British Columbia Supreme Court as soon as practicable following service on GLC and the OSB;
- 5. the Proposal Trustee is directed to post a copy of the filed Certificate on the Proposal Trustee's website at <http://cfcanada.fticonsulting.com/Guolawcorporation/>;

FEE APPROVAL

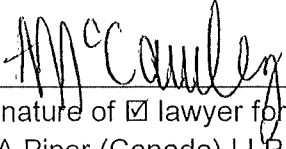
- 6. the Proposal Trustee's fees and disbursements from May 31, 2022, to October 31, 2022, as set out in the Proposal Trustee's affidavit dated December 16, 2022 (the "**Trustee's Affidavit**"), in the amount of \$49,625.83 are approved;
- 7. DLA Piper (Canada) LLP's ("**DLA**", in its capacity as counsel to the Proposal Trustee) fees and disbursements from April 30, 2022, to September 30, 2022, as set out in the Trustee's Affidavit, in the amount of \$10,177.14 are approved;
- 8. the Proposal Trustee's and DLA's fees and disbursements estimated to not exceed \$41,455.00 in the aggregate, for the completion of remaining activities in connection with these proposal proceedings (the "**Completion Amount**"), are approved;
- 9. if the Proposal Trustee's and DLA's fees and disbursements exceed the Completion Amount, the Proposal Trustee is at liberty to apply to this court for an order varying the Completion Amount;

GENERAL

- 10. the Proposal Trustee may apply to the Court as necessary to seek further orders and directions to give effect to this Order; and


11. endorsement of this Order and the Amended Order by counsel other than the counsel for the Proposal Trustee is 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 (Alexandra McCawley)

BY THE COURT


REGISTRAR IN BANKRUPTCY

CHECKED
to file


Schedule "A"

LIST OF OTHER COUNSEL AND PARTIES SERVED

NAME OF LAWYER	Party
Tim Louman-Gardiner	Farris LLP (on record lawyer of GLC and Guo)
Gerry Cutler	Cuttler & Company (former lawyer of GLC)
Sarah Nelligan	Dentons LLP (former lawyer of GLC and Guo)
Matthew Beharry and David Smart	PLLR Lawyers
Kibben Jackson	BMO
	Gary Sam, Office of the Superintendent of Bankruptcy
Tara McPhail	Law Society of BC
	<p align="center">Inspectors of Estate</p> <ol style="list-style-type: none"> 1. Michael Rhodes – Law Society of British Columbia; 2. Shirley Tan – former client of GLC; and 3. Randolph Richardson – Inter-Corporate Computer Services

SCHEDULE "B"

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 FUNT)
))
))

August 29, 2022

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 August 29, 2022, and on hearing Colin D. Brousson, lawyer for the Proposal Trustee, and David Lunny, lawyer for IRL Construction Ltd., and on Hong Guo ("Guo"), on behalf of herself and Guo Law Corporation ("GLC") not appearing, although duly served, and other counsel and parties as listed on **Schedule "A"** not appearing, although duly served;

THIS COURT ORDERS that:

Service

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;

The Vesting Order

2. the Agreement of Purchase and Sale, dated June 13, 2022, between the Proposal Trustee and DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA, attached as **Appendix "A"** hereto (the "**DUC Agreement**"), concerning the sale of the lands and premises legally described as:

1. Surface Parcel # 107330565
NW Sec 02 Twp 11 Rge 11 W 2 Extension 0
As described on Certificate of Title 94R24325
2. Surface Parcel #114468576
SW Sec 11 Twp 11 Rge 11 W 2 Extension 39
As described on Certificate of Title 99SE23909, description 39

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

to DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA is hereby approved;

3. the real estate commission due on the sale of the DUC Lands, of a gross commission of \$15,000.00, plus GST and PST on the commission only, or such lessor amount as maybe agreed to between the Proposal Trustee and the listing realtor, is hereby approved;
4. upon the Proposal Trustee determining that the DUC Agreement has closed to its satisfaction and on terms substantially as approved by this Honourable Court pursuant to this Order, the Proposal Trustee shall deliver to DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA a Proposal Trustee's certificate substantially in the form set out in **Appendix "B"** (the "**Proposal Trustee's Certificate**");
5. upon:
 - (a) completion of the DUC Agreement; and
 - (b) delivery to the Saskatchewan Registrar of Titles of the Proposal Trustee's Certificate together with the Land Titles Application (defined below);

all of the right, title, interest, and equity of redemption of Guo in and to the DUC Lands shall vest absolutely in DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA 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, with the exception of the permitted encumbrances, easements and restrictive covenants listed on **Appendix "C"**);

6. pursuant to section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1 and section 12 of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01 the Saskatchewan Registrar of Titles shall be and is hereby directed to accept an application (the "**Land Titles Application**") to surrender the existing title to the DUC Lands and to set up a new title to the DUC Lands in the name of DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA

as owner free and clear of any and all Encumbrances, save and except for the Permitted Encumbrances as set out in Appendix "C";

7. the proceeds of the DUC Lands shall stand in place and stead of the DUC Lands (respectively) and, after the usual adjustments between seller and buyer, the proceeds shall be paid to the Proposal Trustee, in trust, in accordance with the terms of the proposal passed by the creditors of GLC and Guo and approved on May 4, 2017, by this Honourable Court;
8. vacant possession of the DUC Lands shall be delivered by the Proposal Trustee to DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA on or before 12:00 p.m. on the Closing Date (as defined in the DUC Agreement), subject to the permitted encumbrances listed on Appendix "C";
9. the Proposal Trustee, with the consent of DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA, 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;
10. 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;
11. 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;

THIS COURT FURTHER ORDERS AND DECLARES that:

12. the Proposal Trustee's dismissal of the claim of Jianguo (Allen) Sun ("**Sun**") in these Proposal Proceedings (the "**Sun Claim**") is affirmed and Sun's appeal of the Proposal Trustee's dismissal of the Sun Claim is hereby dismissed;
13. the claim of Jun Yuan in these Proposal Proceedings (the "**Yuan Claim**") is approved at \$25,000 (the "**Yuan Settlement Funds**");
14. Cuttler & Company, the entity that currently holds the Yuan Settlement Funds in trust, is directed to pay the Yuan Settlement Funds to DLA Piper (Canada) LLP ("**DLA**") to hold in trust for the Yuan Claim;

15. the Yuan Claim is fully paid upon DLA issuing a \$25,000 cheque, being the Yuan Settlement Funds, made payable to the credit of Supreme Court of British Columbia (the "Court") Action No. VLC-S-S 154187 (the "Yuan Litigation");
16. the Yuan Settlement Funds are to be held in Court subject to a further order of the Court made in the Yuan Litigation or by agreement of the parties to the Yuan Litigation;
17. the claim filed by PLLR Lawyers on behalf of one of GLC's clients in respect of a real property transaction has been fully paid;
18. upon completion of the sale of the DUC Lands:
 - (a) the Proposal Trustee shall pay the amount of \$161,394.00 to IRL Construction Ltd. ("IRL") or its solicitors in satisfaction of IRL's award for principal, interest and costs granted in IRL's Supreme Court litigation - Action No. S-177306;
 - (b) the Proposal Trustee shall pay such further amount to a maximum of \$10,300.00 as evidenced by a Certificate of Costs to IRL in satisfaction of IRL's award of costs made in the IRL British Columbia Court of Appeal - Appeal No. CA47276;
 - (c) the Proposal Trustee shall pay the amount of ~~\$817,843.00~~ \$870,518.17 (the "BMO Posted Funds") to the credit of the Court - Action No. S-188703 (the "BMO Litigation"); and
 - (d) the BMO Posted Funds are to be held subject to further order of the Court made in the BMO Litigation or by agreement of the parties to the BMO Litigation;

Fees, Disbursements, and Activities Approval

19. the fees and disbursements of the Proposal Trustee for the period of July 1, 2020, to May 31, 2022, in the amount of \$61,711.61 are hereby approved;
20. the fees and disbursements of the Proposal Trustee's legal counsel for the period of August 14, 2020, to April 30, 2022, in the amount of \$101,708.86 are hereby approved;
21. the payment to the Proposal Trustee of the legal fees incurred as a result of the Proposal Trustee's defense to a lawsuit filed against the Proposal Trustee in its personal capacity by Robert Grosz in Supreme Court of British Columbia - Action No. S-1912718 in the amount of \$16,465.16 out of the estate funds are hereby approved; and

22. 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

REGISTRAR

Schedule "A"

LIST OF OTHER COUNSEL AND PARTIES SERVED

NAME OF LAWYER	Party
Tim Louman-Gardiner	Farris LLP (on record lawyer of GLC and Guo)
Gerry Cutler	Cuttler & Company (former lawyer of GLC)
Sarah Nelligan	Dentons LLP (former lawyer of GLC and Guo)
Matthew Beharry and David Smart	PLLR Lawyers
Kibben Jackson	BMO
	Gary Sam, Office of the Superintendent of Bankruptcy
Kent Wiebe	Jun Yuan, Jianguo Sun,
Tara McPhail	Law Society of BC
	Inspectors of Estate 1. Michael Rhodes – Law Society of British Columbia; 2. Shirley Tan – former client of GLC; and 3. Randolph Richardson – Inter-Corporate Computer Services
	Robert William Gordon Grosz

APPENDIX "A"

DUC Agreement

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT MADE IN DUPLICATE BETWEEN:

DUCKS UNLIMITED CANADA
(hereinafter referred to as "DUC")

- and -

FTI CONSULTING CANADA INC. in its capacity as
Proposal Trustee of GUO LAW CORPORATION
(hereinafter referred to as the "Vendor" or "Proposal Trustee")

WHEREAS:

A. Hong Guo is the registered and beneficial owner of those lands and premises legally described as follows:

Surface Parcel #107330565
Reference Land Description: NW Sec 02 Twp 11 Rge 11 W 2 Extension 0

and

Surface Parcel #114468576
Reference Land Description: SW Sec 11 Twp 11 Rge 11 W 2 Extension 39

(hereinafter referred to as the "Purchased Land");

B. The Vendor was appointed Proposal Trustee for the Guo Law Corporation on January 13, 2017, by the Supreme Court of British Columbia (the "Court") in Action No. B-170021;

C. The Proposal Trustee obtained exclusive conduct of sale of the Purchased Land as a result of an Order of the Court dated June 10, 2021 and subject to receiving the further approval of the Court, the Vendor has the right to sell the Purchased Land; and

D. DUC wishes to purchase the Purchased Land, on the terms and conditions set forth below;

NOW IN CONSIDERATION of the premises and the terms and conditions hereinafter set out it is agreed between the parties as follows:

1. The Vendor hereby agrees to sell to DUC and DUC agrees to purchase from the Vendor the Purchased Land, except mines and minerals, together with all Improvements located thereon, free and clear of all encumbrances and registrations, save and except for the following encumbrances (the "Permitted Encumbrances"):
 - (a) CNV Easement held by The Village of Fillmore, registered as Interest Register #101850870;
 - (b) The Lease (as defined below);
 - (c) all encumbrances by or for the benefit of DUC;
 - (d) utility easements;

- (e) liens for current taxes not yet due; and
 - (f) all subsisting conditions, provisos, restrictions, exceptions and reservations in the original grant from the Crown.
2. It is a true mutual condition precedent to the obligations of the Vendor under this Agreement, that it obtains the Court's approval to enter into this agreement and complete the transactions herein contemplated (the "Court Approval"). Court Approval must be obtained on or before the date that is 30 business days after the DUC Condition Removal Date (the "Approval Date"). If the Court Approval condition is not satisfied by the Approval Date, this agreement shall be null and void.
 3. The Vendor covenants to forthwith to present this Agreement for approval by the Court and in so doing is not contractually or otherwise liable to any party in any way. The DUC acknowledges and agrees that the Vendor is acting pursuant to a court-ordered exclusive conduct of sale, and not in its personal or corporate capacity. DUC acknowledges and agrees that other prospective purchasers may attend in Court in person, virtually, by phone, or by agent at the hearing of the motion to approve Agreement and such prospective purchasers may make competing offers which may be approved by the Court despite this Agreement. To protect their interest in purchasing the Purchased Land, DUC acknowledges and agrees that it should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Purchased Land as the Court may permit or direct.
 4. The Purchase Price for the Purchased Land shall be the sum of \$335,000.00 (the "Purchase Price") payable as follows:
 - (a) the sum of \$20,000.00 as a deposit upon execution of this Agreement by all parties, which deposit will be paid by DUC to the solicitor for DUC to be held in trust for the Vendor pending completion or termination of this Agreement and to be credited towards the Purchase Price on the Closing Date. In the event that this transaction does not close for no fault of DUC, the deposit shall be returned to DUC. If DUC fails or refuses to complete the purchase and sale herein contemplated after all DUC's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Vendor as liquidated damages as a genuine pre-estimate of their damages;
 - (b) the balance of the adjusted Purchase Price to be paid to the Vendor's legal counsel, on or before the Closing Date. The Purchase Price shall be paid subject to the usual trust conditions, having regard to the Law Society of Saskatchewan Uniform Trust letter, including, without limitation, the trust condition that said the funds shall be held in trust and not released until such time as title to the Purchased Land registers in the name of DUC free and clear of all liens, charges, encumbrances and claims of whatsoever nature and kind, except as provided herein; and
 - (c) the Purchase Price does not include the Goods and Services Tax. DUC agrees to remit any and all applicable Goods and Services Tax assessed to it directly to the Receiver General. DUC will indemnify the Vendor against any tax, interest, or penalties assessed against the Vendor arising out of DUC's failure to pay the applicable GST or make the necessary elections.

5. The Purchase Price shall be allocated in the following manner:

Building and other Fixtures:	\$nil
Lands:	
NW 2-11-11 W2:	\$190,200.00
SW 11-11-11 W2:	\$144,800.00

6. DUC acknowledges and agrees that the purchase of the Purchased Land hereunder does not include any personal property or chattels and that any personal property or chattels remaining on the Purchased Land which are taken by DUC are taken by it at its own risk completely, without representation or warranty of any kind from the Vendor as to the ownership or state of repair of any such personal property or chattels.
7. The within transaction of purchase and sale shall be completed and closed on or before 21 business days following the Approval Date, or such other date as the parties may agree upon (the "Closing Date"). The Vendor, at its sole discretion, may extend the Closing Date by up to 10 days by providing written notice to DUC no later than 5 business days prior to the original Closing Date.
8. The Purchase Price shall be subject to all usual adjustments, which adjustments shall be made effective the Closing Date, unless otherwise agreed by the parties.
9. The Purchase Price for the Purchased Land shall be subject to adjustment with respect to taxes and other usual adjustments attributable to the Purchased Land which shall be apportioned between the parties as of the Closing Date.
10. Possession shall be deemed to be the time at which title to the said land is registered in the name of DUC clear of all encumbrances other than Permitted Encumbrances.
11. The parties hereto agree that the purchase by DUC of the Purchased Land from the Vendor shall include all of Hong Guo's right, title and interest in any and all surface leases, together with any right to moneys payable thereunder.
12. DUC acknowledges that the Purchased Land is subject to a lease agreement dated November 26, 2019 (the "Lease") between Hong Guo, as lessor, and Gerald Leas, Jeremy Leas, and Christopher Leas, as the lessees (the "Lessees"). The term of the Lease expires December 31, 2029. It shall be a condition of the within transaction that DUC enters into a new lease (the "New Lease") with the Lessees in replacement of the Lease, in a form satisfactory to DUC. The term and rent of the New Lease shall be the same as the Lease, but the Lessees shall have no first option to purchase the Purchased Land or otherwise acquire the Purchased Land during or on expiry of the New Lease.
13. This Agreement is subject to the following conditions, which conditions are inserted for the sole benefit of DUC:
- (a) Approval of the Agreement by DUC's management team and solicitors for DUC;
 - (b) DUC's approval of the form and content of the Vesting Order; and
 - (c) DUC's approval of the Lease, and the Lessee's agreement to the New Lease; and

(d) Sutable financing by DUC.

DUC covenants to use its best efforts to ensure that the conditions contained above are satisfied on or before July 1, 2022 (the "DUC Condition Removal Date") and the Vendor will assist DUC to obtain the Lessee's agreement to the New Lease.

14. On or before the Closing Date, the Vendor agrees to obtain a vesting order (the "Vesting Order") from the Court, on terms and conditions satisfactory to DUC, such that upon registration of the Vesting Order in the Land Titles Registry, title to the Purchased Land shall register in the name of DUC, free and clear of all encumbrances and liens other than Permitted Encumbrances. The Vendor shall pay and be responsible for all costs in relation to obtaining the Vesting Order.
15. DUC will be responsible for registration of the Vesting Order and all Land Titles Registry fees in respect to registration of the transfer.
16. Up to the granting of the Vesting Order, DUC shall have the right to assign its entire right, title and interest in this agreement, in writing, to any person, firm or corporation.
17. The sale and transfer of Purchased Land to DUC is being made in an "as is, where is" condition and with all faults, and except as otherwise expressly provided herein, the Vendor makes no covenant or representation or warranty, express or implied, statutory or otherwise, relating to the Purchased Land or relating to its age, fitness, condition, zoning, lawful use, or environmental condition.
18. Each party shall bear its own solicitors' fees and costs.
19. The Vendor will not engage in any other activity which alters the character or value of the Purchased Land.
20. Time is of the essence of this Agreement.
21. This Agreement embodies the entire agreement between the parties. There are no understandings, agreements, representations or warranties, verbal or otherwise, between the parties with respect to the sale of the Purchased Land, except as contained in this Agreement.
22. The Vendor covenants and agrees upon request by DUC or its solicitors to complete such documents and do such things as are reasonably required in order to carry out the true intent and purpose of this Agreement.
23. This Agreement shall be binding upon the respective heirs, administrators, executors, successors and assigns of the parties.
24. This Agreement replaces any and all other agreements entered into by the parties in respect to the purchase of the Purchased Land.
25. Any notices required to be given under this Agreement shall be served personally or by registered mail to the following:

For the Vendor: Sulte 1450, 701 W Georgia St, Vancouver, BC, V7Y 1B8

For DUC: Box 4465, Regina, SK S4P 3W7

26. This Agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one Instrument. Any faxed or electronic copy of a signature will be deemed to be an original signature until such time as an original signature has been received by the other party or parties to this agreement.

27. This Agreement shall be interpreted in accordance with the laws of Saskatchewan.

IN WITNESS WHEREOF the parties have set their hands and seals on the dates indicated below:

DATED by the Vendor this 13th day of June, 2022.

SIGNED, SEALED AND DELIVERED
in the presence of

Wly
Witness

FTI CONSULTING CANADA INC.
in its capacity as Proposal Trustee of
GUO LAW CORPORATION

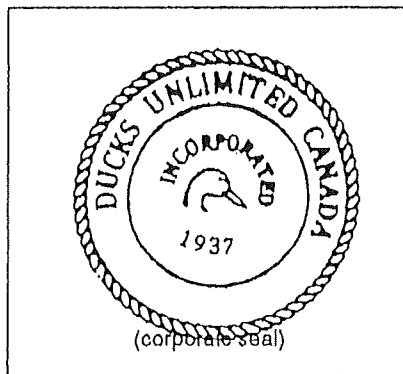
Per: [Signature]

Name: CRAIG MUNRO

Title: MANAGING DIRECTOR

I have the authority to bind the corporation.

DATED by DUC this 30 day of June, 2022.



DUCKS UNLIMITED CANADA

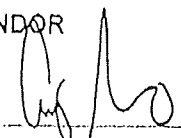
Per: [Signature]
I/We have the authority to bind the corporation.

Per: [Signature]
I/We have the authority to bind the corporation.

"ADDENDUM TO AGREEMENT OF PURCHASE AND SALE
(COURT ORDERED SALE)
FOR THE PROPERTY DESCRIBED IN THE ATTACHED CONTRACT
(THE "PROPERTY")


1. The following terms replace, modify and, where applicable override the terms of the attached agreement of purchase and sale (the "Contract"). Where a conflict arises between the terms of this Addendum and the Contract, the terms of this Addendum will apply.
2. All references to the "Vendor" will be read as references to FTI Consulting Canada Inc. in its capacity as Proposal Trustee of Guo Law Corporation with exclusive conduct of sale of the Property as a result of an Order of the Court dated June 10, 2021, in Action No. B-170021, and not in its personal capacity (the "Proposal Trustee");
3. All references to the "Purchaser" or "DUC" will be read as references to Ducks Unlimited Canada - Canards Illimités Canada.
4. The Proposal Trustee and the Purchaser agree that the DUC Condition Removal Date, as defined in section 13 of the Contract, is extended to July 25, 2022.
5. The Parties acknowledge and agree that all conditions in Section 13 of the Contract are satisfied and removed.
6. This Addendum may be executed in any number of counterparts which may be separately executed by the parties hereto, each of which shall be an original and together will constitute one and the same instrument.

VENDOR

By:  _____

Date: July 25, 2022

PURCHASER

By:  _____

Date: July 25, 2022

APPENDIX "B"

FORM OF PROPOSAL TRUSTEE'S CERTIFICATE

No. B-170021
Estate No. 11-2204779

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE PROPOSAL OF GUO LAW CORPORATION
PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

- A. On January 13, 2017, FTI Consulting Canada Inc. was appointed as the proposal trustee (the "**Proposal Trustee**") of Guo Law Corporation ("**GLC**").
- B. On June 10, 2021, the British Columbia Supreme Court (the "**Court**") granted the Proposal Trustee exclusive conduct of sale to certain lands owned by Hong Guo ("**Guo**").
- C. Pursuant to an Order of the Court dated August 29, 2022, the Court *inter alia* approved the agreement of purchase and sale made as of June 13, 2022 (the "**DUC Agreement**") between the Proposal Trustee and DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA, and provided for the vesting in DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA of Guo's right, title and interest in and to the Purchased Land, which vesting is to be effective upon the delivery by the Proposal Trustee to DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA of a certificate confirming (i) the payment by DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA of the Purchase Price for the Purchased Land; (ii) that the conditions to closing as set out in the DUC Agreement have been satisfied or waived; and (iii) the DUC Agreement has been completed to the satisfaction of the Proposal Trustee.
- D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the DUC Agreement.

THE PROPOSAL TRUSTEE HEREBY CERTIFIES the following:

1. DUCKS UNLIMITED CANADA – CANARDS ILLIMITES CANADA has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the DUC Agreement;
1. The conditions to Closing as set out in the DUC Agreement have been satisfied or waived;
2. The Transaction has been completed to the satisfaction of the Proposal Trustee; and

3. This Certificate was delivered by the Proposal Trustee at _____ on _____

**FTI Consulting Canada Inc., in its capacity as
Proposal Trustee of Guo Law Corporation
and not in its personal capacity.**

Per: _____

Name:

Title:

APPENDIX "C"

DUC Permitted Encumbrances

	<u>LAND</u>	<u>PERMITTED ENCUMBRANCES</u>
1	Surface Parcel # 107330565 NW Sec 02 Twp 11 Rge 11 W 2 Extension 0	Interest #: 137130117 Int. Register #: 101850870 Type: CNV Easement Holder: Village of Fillmore

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
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Tel. No. 604.687.9444
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File No.: 039071-00002

AGM/day

Schedule "C"

District of British Columbia
 Division No. 03 - Vancouver
 Court No. B-170021
 Estate No. 11-2204779

DIVIDEND SHEET
 In the Matter of the Proposal of
 Guo Law Corporation
 of the city of Richmond
 in the Province of British Columbia

Date declared: October 27, 2022

	Claim \$	Total			Interim Payment \$	Current		
		Dividend \$	Levy \$	Payment \$		Dividend \$	Levy \$	Payment \$
Unsecured								
Bank of Montreal	0.00	911,445.56	40,926.86	870,518.70	0.00	911,445.56	40,926.86	870,518.70
Carlyle Shepherd & Co.	0.00	2,854.13	129.13	2,725.00	0.00	2,854.13	129.13	2,725.00
Do Process Software	0.00	851.65	38.53	813.12	0.00	851.65	38.53	813.12
Global Chinese Press	0.00	14,423.28	652.53	13,770.75	0.00	14,423.28	652.53	13,770.75
Inter-Corporate Computer Services	0.00	26,266.58	1,188.34	25,078.24	0.00	26,266.58	1,188.34	25,078.24
Manning Elliott	0.00	5,278.82	238.82	5,040.00	0.00	5,278.82	238.82	5,040.00
Print & Cheques Now Inc.	0.00	661.61	29.93	631.68	0.00	661.61	29.93	631.68
Richmond News	0.00	5,168.85	233.85	4,935.00	0.00	5,168.85	233.85	4,935.00
Strata Plan LMS 3045 - Three West Centre	0.00	183.29	8.29	175.00	0.00	183.29	8.29	175.00
United Reporting Service Ltd	0.00	603.22	27.29	575.93	0.00	603.22	27.29	575.93
Vancly Courier Logistic	0.00	1,099.65	49.75	1,049.90	0.00	1,099.65	49.75	1,049.90
Worldwide Air Couriers Logistics Ltd.	0.00	166.05	7.51	158.54	0.00	166.05	7.51	158.54
Total:	0.00	969,002.69	43,530.83	925,471.86	0.00	969,002.69	43,530.83	925,471.86
Unknown								
IRL Construction	0.00	176,325.78	8,285.78	168,040.00	168,040.00	0.00	0.00	0.00
Total:	0.00	176,325.78	8,285.78	168,040.00	168,040.00	0.00	0.00	0.00
Grand Totals:	0.00	1,145,328.47	51,816.61	1,093,511.86	168,040.00	969,002.69	43,530.83	925,471.86

Schedule "D"

FORM 46

Certificate of Full Performance of Proposal

(Sections 65.3 and 66.38 of the Act)

I, _____ of FTI Consulting Canada Inc.,

the trustee acting in the proposal of Guo Law Corporation, certify that the proposal,

as filed with the official receiver on the 6th day of January 2017, has been fully performed as of
the ____ day of _____.

Dated at _____, this ____ day of _____.

Licensed Insolvency Trustee

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

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