

Superintendent of Bankruptcy Estate number
11-2204779 and
Vancouver Registry B-170021

FORM 40

Report of Trustee on Proposal
(Section 59(1) and paragraph 58(d) of the Act)

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY

IN THE MATTER OF THE PROPOSAL OF
GUO LAW CORPORATION (“**Guo Law**” or the “**Company**”)

I, Craig Munro of FTI Consulting Canada Inc. (“**FTI**”), the Trustee acting *in re* the Proposal of Guo Law (the “**Trustee**”), hereby report to the Court as follows:

1. That the Company’s original Proposal was filed with us on the 17th day of February, 2017 and that we filed a copy of the Proposal with the Official Receiver on the 17th day of February, 2017.
2. That on the 27th and 28th days of February 2017 we caused to be mailed to every known creditor affected by the Proposal, a notice of the calling of a meeting of creditors to be held on the 10th day of March, 2017 to consider the Proposal.
3. That with the notice was included a condensed statement of the assets and liabilities of the debtor, a list of the creditors showing the amounts of their claims, a copy of the Proposal, a form of proof of claim and proxy in blank and a voting letter. Copies of the notice, the condensed statement and the list of creditors are attached and marked as Exhibits “A”, “B” and “C”, respectively.
4. That pursuant to an order of this Honourable Court dated January 13, 2017, the names and addresses of the creditors who are or were clients of Guo Law were redacted from the list of creditors noted previously.
5. That prior to the meeting of creditors, we made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
6. That the Trustee completed a preliminary report to creditors on the proposal dated February 23, 2017 which summarized the following:

- a) The background concerning the Company's financial situation and causes of its financial difficulties;
 - b) A summary of the terms of the Proposal;
 - c) An overview of the conditions to be satisfied subsequent to creditor approval in order for the Proposal to be successfully implemented;
 - d) The findings of the trustee resulting from its preliminary review of preferences and transfers at undervalue;
 - e) An estimated realization calculation comparing the distribution under a bankruptcy scenario to the Proposal; and
 - f) The Trustee's recommendation concerning acceptance of the Proposal.
7. Attached as Exhibit D to this report is a copy of the Trustee's preliminary report to the creditors on the Proposal.
 8. That we are of the opinion that the Proposal will result in the creditors having more certainty around their recovery than they would in a bankruptcy.
 9. That we forwarded a copy of this report to the Official Receiver on the 23rd day of February 2017.
 10. That a meeting of creditors was held on the 10th day of March, 2017 and chaired by the Official Receiver as provided in Section 51(3) of the Bankruptcy and Insolvency Act.
 11. Given that the majority of the claims were filed either on the evening prior to the creditor meeting or immediately prior to the commencement of the creditor meeting, the Chair of the meeting made a suggestion to seek a motion from the creditors to adjourn the meeting for 30 days to allow the Trustee time for a further investigation into the affairs of the Company. The motion was approved unanimously by the creditors and accordingly the meeting was adjourned to April 10, 2017.
 12. Subsequent to the creditor meeting, the Trustee had several conversations with the Office of the Superintendent of Bankruptcy (the "**OSB**") regarding the Proposal. Specifically, the OSB did not perceive that the treatment of unsecured trade creditors as unaffected creditors was consistent with the provisions of the Bankruptcy and Insolvency Act.
 13. The Trustee communicated this concern to the legal counsel acting for Guo Law, and after consultation with its client, an Amended Proposal was prepared and dated March 30, 2017 (the "**Amended Proposal**").

14. That on the 31st day of March 2017 we caused to be mailed to every known creditor a notice of the date and venue for the re-convened creditor meeting in addition to a copy of the Amended Proposal. The notice also included a summary of the substantive amendments that were made to the Proposal.
15. A copy of that notice is attached as Exhibit E.
16. The adjourned first meeting of creditors was reconvened on the 10th day of April, 2017 to vote on the terms of the Amended Proposal. The Official Receiver chaired the re-convened meeting of creditors.
17. A copy of the Amended Proposal is attached as Exhibit F.
18. That the Proposal was accepted by the required majority of creditors as follows:

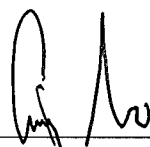
	\$	#	%\$	%#
Total Voting FOR	\$ 3,734,255.12	23	92.2%	92.0%
Total Voting AGAINST	\$ 314,751.43	2	7.8%	8.0%
Total Voting Claims	\$ 4,049,006.55	25	100.0%	100.0%

19. That a copy of the minutes of the meeting is attached and marked as Exhibit G.

Dated at Vancouver, British Columbia this 20th day of April 2017.

FTI CONSULTING CANADA INC.
Trustee acting *in re* the Proposal of
Guo Law Corporation

Per:



Craig Munro, CPA, CA, CIRP
Licenced Insolvency Trustee

EXHIBIT A



Corporate Finance & Restructuring

Pacific Centre
701 West Georgia Street
Suite 1502
Vancouver, BC V7Y 1C6
Scott.Gallon@FTIConsulting.com

fticonsulting.com

February 22, 2017

To the creditors of Guo Law Corporation

On February 17, 2017, Guo Law Corporation, ("**Guo Law**" or the "**Company**") lodged with the proposal trustee, FTI Consulting Canada Inc. (the "**Proposal Trustee**"), a proposal pursuant to the Bankruptcy and Insolvency Act (the "**BIA**") (the "**Proposal**"). On the same day the Proposal was filed with the Office of the Superintendent of Bankruptcy.

Attached to this notice are the following documents.

- A. Report of the Trustee on the Proposal;
- B. The Proposal;
- C. Statement of Affairs;
- D. Proof of Claim form;
- E. Proxy form; and
- F. Voting letter.

Creditor Meeting

The Proposal only affects creditors with claims resulting from the deficiency in the Company's trust accounts (the "**Trust Creditors**"). All other unsecured creditors and secured creditors of Guo Law are unaffected by the Proposal and accordingly are not required to file a proof of claim or attend the creditor meeting.

A general meeting of the Trust Creditors (the "**Meeting**") will be held on the 10th day of March, 2017 at 2:30 PM at:

Cadillac Fairview – Pacific Centre.
Suite 950, 609 Granville Street
Vancouver, BC V7Y 1H2

Proof of Claim

As outlined in the Proposal, two types of Trust Claims have been identified, Direct Trust Claims and Indirect Trust Claims. Direct Trust Claims are claims arising from the loss of and in the amount of funds held in a trust account of the Company. Indirect Trust Claims are claims arising from Direct Trust Claims, including any damages or penalties from a taxation authority flowing from the loss of such funds.

The Law Society of British Columbia (the "**LSBC**") has sought and received consent from the Office of the Superintendent of Bankruptcy for its intention to file a global Proof of Claim for the **Direct Trust Claims** relating to each affected Trust Creditor as determined by the LSBC.



Trust Creditors who believe they have an Indirect Trust Claim will be required to file a Proof of Claim with the Proposal Trustee as these claims will not be included in the Proof of Claim submitted by the LSBC. The global proof of claim to be filed by the LSBC will be solely for the purpose of distributing funds to Trust Creditors relating to their Direct Trust Claim. Any Trust Creditor who wishes to opt out of this arrangement may do so by sending a written request to the Proposal Trustee.

When completing your proof of claim, please note that the most common omissions are:

- No supporting documentation attached (i.e. Schedule "A") to verify the claim amount;
- Claim not signed or signature not witnessed;
- Voting Letter not included or proxy not appointed; and
- Contact information not completed.

Voting

The primary purpose of the Meeting is to permit Trust Creditors to consider the acceptance or rejection of the Proposal. For the Proposal to be accepted, the BIA requires that at least two thirds (66 2/3%) of the Trust Creditors by dollar value and more than fifty percent (50%) of Trust Creditors by number of those who vote, vote in favour of the Proposal.

To be eligible to vote, Trust Creditors, or the LSBC on the Trust Creditors behalf, must file with the Proposal Trustee prior to the Meeting, a Proof of Claim form, properly completed, signed and witnessed as required, accompanied by supporting documentation.

Trust Creditors who are eligible to vote can exercise their right to vote in one of the following ways:

- 1) Attend the Meeting and vote in person;
- 2) Submit a completed voting letter to the Proposal Trustee prior to the Meeting; or
- 3) Appoint a proxy to represent them and vote on their behalf at the Meeting by submitting a completed proxy form to the Proposal Trustee.

Michael Rhodes is the representative of the LSBC with respect to its custodianship of Guo Law. Mr. Rhodes has indicated his intention to attend the Meeting and accordingly any Trust Creditor wishing to appoint him as their voting proxy, may do so.

If the Proposal is not accepted by the requisite majority of Trust Creditors, Guo Law will automatically be deemed to have thereupon made an assignment in bankruptcy as of the date of the vote defeating the Proposal.

If the Proposal is accepted by the statutory majority, the Proposal Trustee will then make an application to the Court for approval of the Proposal. If the Court grants such approval, the Proposal, as approved, will be binding on all the creditors with proven claims pursuant to the provisions of the BIA.



Claims received after the commencement of the meeting will not be included in the voting. It is acceptable to send your proof of claim, proxy, and voting letter as a scanned document via email. Scanned and emailed claims should be sent to scott.gallon@fticonsulting.com. Please ensure that your claim is complete before submitting.

Further information with respect to this matter is available on the Proposal Trustee's web-site: <http://cfcanada.fticonsulting.com/Guolawcorporation/>

Should you have any queries in the interim, please do not hesitate to contact a representative of the Proposal Trustee, Scott Gallon at (604) 601-5691.

Yours truly,

FTI CONSULTING CANADA INC.

In its capacity as Trustee under a Proposal
Guo Law Corporation
and not in its personal capacity

Per:

A handwritten signature in black ink, appearing to read 'Scott Gallon'.

Scott Gallon, CPA, CA



Corporate Finance

Pacific Centre
701 West Georgia Street
Suite 1502
Vancouver, BC V7Y 1C6

fticonsulting.com

2017 年 2 月 22 日

致郭氏法律公司的债权人

2017 年 2 月 17 日，郭律师事务所（“郭氏法律”或“公司”）向加拿大 FTI 咨询公司（“提案受托人”）提交了一份根据“破产和无力偿债法”（“BIA”）（“提案”）。同一天，该提案提交至了破产管理局。

本通知附有以下文件：

- A. 受托人对提案的报告；
- B. 提案；
- C. 事务陈述；
- D. 索赔表格证明；
- E. 代理表格；和
- F. 投票信。

债权人会议

提案仅影响债权人因公司信托账户（“信托债权人”）不足而产生的债权。郭氏法律的所有其他无抵押债权人和有担保债权人不受提案影响，因此无需提交索赔证明或出席债权人会议。

信托债权人大会（“会议”）将于 2017 年 3 月 10 日下午 2:30 在：

凯迪拉克 Fairview - 太平洋中心。

Granville 街 609 号套房

温哥华，BC V7Y 1H2

索赔证明

如提案所述，已确定了两种类型的信托索赔，直接信托索赔和间接信托索赔。直接信托索赔是由于本公司信托账户中所持有的资金损失和金额所引起的索赔。间接信托索赔是由直接信托索赔引起的索赔，包括由此类资金损失而来自税务机关的任何损失或处罚。



不列颠哥伦比亚省律师协会（“LSBC”）已经寻求并获得破产管理局的同意，打算为 LSBC 判定受影响的所有直接信托索赔相关的信托债权人提交一份全体索赔证明。

相信他们有间接信托索赔的信托债权人将需要向提案受托人提交索赔证明，因为这些索赔不会包括在 LSBC 提交的索赔证明中。由 LSBC 提交的全体索赔证明将仅用于向与直接信托索赔有关的信托债权人分配资金。任何希望退出此安排的信托债权人，可向提案受托人发出书面请求。

在完成您的索赔证明时，请注意最常见的遗漏是：

- 没有附带支持文件（即附表“A”）以核实索赔金额；
- 索赔未签字或签名未见证；
- 投票信未附上或代理人未指定；和
- 联系信息未完成。

表决

会议的主要目的是允许信托债权人考虑接受或拒绝提案。BIA 要求该提案通过的条件是：按金额价值计算至少三分之二（66 2/3%）的信托债权人，并且按投票人数计算超过百分之五十（50%）的信托债权人，投票赞成提案。

为了确保有资格投票，信托债权人或代表信托债权人的 LSBC 必须在会议之前向提案受托人提交索赔表格，该表格需要根据要求正确完成，签署和见证，并附上佐证文件。

有资格投票的信托债权人可以通过以下方式行使投票权：

- 1) 出席会议并亲自表决；
- 2) 在会议前向提案受托人提交完整的投票信；或者
- 3) 委任代理人代表他们并代表他们在会议上投票，提交一份完整的代理表格给提案受托人。

Michael Rhodes 是 LSBC 在托管郭氏法律方面的代表。Rhodes 先生表示他打算参加会议，任何希望委任他做为其投票代理人的信托债权人可以委任他处理。

如果提案未被所需的多数信托债权人接受，则自投票失败之日起，郭氏法律将自动被视为已在破产中作出转让。

如果提案被法定多数接受，提案受托人将向法院提出申请批准提案。如果法院批准，根据 BIA 的规定，被批准的提案将对所有证实索赔的债权人具有约束力。



会议开始后收到的索赔不包括在投票中。您可以通过电子邮件将索赔证明，代理和投票信的扫描件发送至 scott.gallon@fticonsulting.com。提交之前请确保您的索赔文件完整无缺。

有关此事项的更多信息可在提案受托人的网站上查询：

<http://cfcanada.fticonsulting.com/Guolawcorporation/>

如果您在此期间有任何疑问，请随时联系提案受托人的代表，Scott Gallon (604) 601-5691。

敬上，

FTI 咨询加拿大公司
作为提案下的受托人
郭律师事务所
非个人身份

经由：

Scott Gallon, CPA, CA

EXHIBIT B

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

Original Amended

-- Form 78 --
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

To the debtor:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 6th day of January 2017. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	<u>6,357,758.34</u>	1. Inventory	<u>0.00</u>
Balance of secured claims as per list "B"	<u>290,743.41</u>	2. Trade fixtures, etc.	<u>0.00</u>
Total unsecured creditors	<u>6,648,501.75</u>	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	<u>5,800,000.00</u>	Good	<u>0.00</u>
3. Preferred creditors as per list "C"	<u>0.00</u>	Doubtful	<u>397,322.11</u>
4. Contingent, trust claims or other liabilities as per list "D"	<u>0.00</u>	Bad	<u>0.00</u>
estimated to be reclaimable for		Estimated to produce	<u>0.00</u>
Total liabilities	<u>12,448,501.75</u>	4. Bills of exchange, promissory note, etc., as per list "F" ...	<u>0.00</u>
Surplus	<u>NIL</u>	5. Deposits in financial institutions	<u>292,699.71</u>
		6. Cash	<u>4,595.00</u>
		7. Livestock	<u>0.00</u>
		8. Machinery, equipment and plant	<u>0.00</u>
		9. Real property or immovable as per list "G"	<u>5,800,000.00</u>
		10. Furniture	<u>4,106.81</u>
		11. RRSPs, RRIFs, life insurance, etc.	<u>0.00</u>
		12. Securities (shares, bonds, debentures, etc.)	<u>0.00</u>
		13. Interests under wills	<u>0.00</u>
		14. Vehicles	<u>0.00</u>
		15. Other property, as per list "H"	<u>2,674.63</u>
		If debtor is a corporation, add:	
		Amount of subscribed capital	<u>0.00</u>
		Amount paid on capital	<u>0.00</u>
		Balance subscribed and unpaid	<u>0.00</u>
		Estimated to produce	<u>0.00</u>
		Total assets	<u>6,104,076.15</u>
		Deficiency	<u>6,344,425.60</u>

I, Hong Guo, of the city of Richmond in the Province of British Columbia, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 6th day of January 2017 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the city of Vancouver in the Province of British Columbia, on this 16th day of February 2017.

RICHMOND

Tadhg Egan

TADHG EGAN
 Barrister & Solicitor
TEGAN LAW
 200-8081 NO. 3 ROAD
 RICHMOND, B.C. V6Y 2B2

Hong Guo

Hong Guo

EXHIBIT C

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

Form 78 - Continued

List "A"
 Unsecured Creditors
 Guo Law Corporation

No.	Name of creditor	Address	Unsecured Claim
1	MISC14025		\$ 100,000.00
2	1410-54		\$ 347.04
3	BP1318028		\$ 3,000.00
4	BP1418027		\$ 20,000.00
5	BP1418044		\$ 27,421.14
6	BP15004		\$ 1,687.09
7	1511-29		\$ 261,122.50
8	1603-54		\$ 686,858.17
9	1601-33		\$ 739,500.00
10	1603-44		\$ 10,897.53
11	BP1318024		\$ 78,000.00
12	BP1418037		\$ 100,037.00
13	1510-13		\$ 345.98
14	1509-20		\$ 2,759.37
15	1509-24		\$ 353.21
16	1601-15		\$ 217,000.00
17	1304-48/1304-49		\$ 12,748.72
18	1401-08		\$ 213.89
19	1512-08		\$ 400.00
20	1511-34		\$ 12.32
21	1404-24		\$ 1,821.21
22	1506-19		\$ 76,250.00
23	BS110502		\$ 9.60
24	1511-43		\$ 1,903.78
25	1601-35		\$ 370,000.00
26	1506-47		\$ 3,498.92
27	1308-07		\$ 23.34
28	1604-02		\$ 15,226.06
29	1505-27		\$ 1.00
30	1403-12		\$ 600.00
31	MSIC16002		\$ 10,000.00
32	1312-03		\$ 257.87
33	1603-05		\$ 254.48
34	1506-56		\$ 47.01
35	1603-52		\$ 2,000.00
36	1602-18		\$ 28.97
37	1507-38		\$ 50.00
38	1403-13		\$ 1,852.21
39	1511-45		\$ 1,009.00
40	1402-30		\$ 354.65
41	BP113001		\$ 1,175.58
42	1510-17		\$ 3,500.00
43	1205-30		\$ 274.13
44	1212-20		\$ 21.72
45	1603-14		\$ 1,696,670.81
46	1406-09		\$ 1,000.00
47	MAT15003		\$ 3,200.00
48	1603-27		\$ 507.80
49	1307-07		\$ 13.75
50	BP15027		\$ 660.00
51	1512-02		\$ 20,000.00
52	1510-06		\$ 660.00
53	1302-19		\$ 600.00
54	1506-22		\$ 180.55
55	1602-35		\$ 483.70
56	BP16001		\$ 1.00
57	1506-29		\$ 224.92
58	BS110401		\$ 26.24
59	1507-30		\$ 451.75
60	1510-03		\$ 243.20
61	1603-48		\$ 70.00
62	1211-15		\$ 166.03
63	1603-31		\$ 978.88
64	1312-14		\$ 300.00
65	1601-38		\$ 133.06
66	1312-22		\$ 1,140.00
67	1603-33		\$ 44,440.61

13-Jan-2017

Date

HONG GUO

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

Form 78 - Continued

List "A"
 Unsecured Creditors
 Guo Law Corporation

No.	Name of creditor	Address	Unsecured Claim
68	1603-49		\$ 534.68
69	1511-01		\$ 0.01
70	1510-51		\$ 1,269.54
71	1508-19		\$ 0.69
72	1511-35		\$ 1,760.04
73	1602-36		\$ 28,158.52
74	1604-05		\$ 16,199.36
75	1506-09		\$ 403.00
76	1308-17		\$ 347.12
77	1512-03		\$ 2.50
78	1604-03		\$ 1,769.33
79	1511-27		\$ 191.67
80	1507-63		\$ 200.00
81	1604-06		\$ 2,351.43
82	1603-22		\$ 430.67
83	1402-20		\$ 225.77
84	1509-22		\$ 236.02
	Allana Enterprises Inc.	6505 Vivian Street Vancouver, BC V5S 2T3 Canada	\$ 382.00
85	Apex Insurance Services Ltd.	1010-3700 No. 3 Road Richmond, BC V6X 3X2 Canada	\$ 145.00
86	AWM Alliance Real Estate Group Ltd.	#401-958 West 8TH Ave. Vancouver, BC V5Z 1E5 Canada	\$ 21.00
87	BC Hydro	P.O. Box 8910 Vancouver, BC V6B 4N1 Canada	\$ 391.05
88	Branch McMaster LLP	Suite 1410-777 Hornby Street Vancouver, BC V6Z 1S4 Canada	\$ 44,644.86
89	Bull Housser (Norton Rose Fulbright)	1800-510 West Georgia Street Vancouver, BC V6B 0M3 Canada	\$ 4,940.78
90	Carlyle Shepherd & Co.	200-1150 Austin Ave. Coquitlam, BC V3K 3P5 Canada	\$ 2,725.00
91	City of Powell River	6910 Duncan Street Powell River, BC V8A 1V4 Canada	\$ 24.00
92	City of Richmond (BC)	6911 No. 3 Road Richmond, BC V6Y 2C1 Canada	\$ 2,218.82
93	D.Chen Law Corporation	5, 704 Sixth Street New Westminster, BC V3L 3C5 Canada	\$ 871.75
94	David Butcher Law Corporation	400-744 West Hastings Street Vancouver, BC V6C 1A5 Canada	\$ 31,807.89
95	Dawa Business Group Inc.	105-8828 Heather Street Vancouver, BC V6P 3S8 Canada	\$ 8,820.00
96	Derpak White Spencer LLP	901-1788 West Broadway Vancouver, BC V6J 1Y1 Canada	\$ 1,134.21
97	Do Process Software	P.O. Box 1952, Station A, Toronto, ON M5W 1W9 Canada	\$ 640.64
98	Dye & Durham Corporation	#10-620 Royal Ave. New Westminster, BC V3M 1J2 Canada	\$ 672.83
99	FortisBC - Natural Gas	PO Box 6666 Stn. Terminal Vancouver, BC V6B 6M9 Canada	\$ 434.17
100			

13-Jan-2017

Date

Hong Guo

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

Form 78 - Continued

List "A"
 Unsecured Creditors
 Guo Law Corporation

No.	Name of creditor	Address	Unsecured Claim
101	Global Chinese Press	#301-3490 Gardner Court Burnaby, BC V5G 3K4 Canada	\$ 11,412.45
102	Granted Consulting Inc.	8278 Manitoba Street, First Floor Vancouver, BC V5X 3A2 Canada	\$ 2,295.84
103	Inter-Corporate Computer Services	#30138-8602 Granville Street Vancouver, BC V6P 5A0 Canada	\$ 25,078.24
104	Jenkins Marzban Logan LLP	900-808 Nelson St. Vancouver, BC V6Z 2H2 Canada	\$ 638.40
105	Kaushal & Company	Suite 400-713 Columbia St. New Westminster, BC V3M 1B2 Canada	\$ 5,195.64
106	Lahoo Information Development Ltd.	#284-5489 Byrne Road Burnaby, BC V5J 3J1 Canada	\$ 7,455.00
107	Manning Elliott	11th Floor, 1050 West Pender Street Vancouver, BC V6E 3S7 Canada	\$ 5,244.64
108	McLaren Trefanenko Inc.	350-522 Seventh Street New Westminster, BC V3M 5T5 Canada	\$ 1.00
109	Minister of Finance (BC)	PO Box 9445 Stn Prov Govt Victoria, BC V8W 9V5 Canada	\$ 9,905.07
110	OneMove Online Systems Inc.	1400-625 Howe Street Vancouver, BC V6C 2T6 Canada	\$ 4,150.00
111	Print & Cheques Now Inc.	4319-54TH Ave S.E. Calgary , AB T2C 2A2 Canada	\$ 631.68
112	Rancho Management Services Ltd.	600-1190 Hornby Street Vancouver, BC V6Z 2K5 Canada	\$ 115.50
113	Receiver General	275 Pope Road Suite 103 Summerside, PE C1N 6A2 Canada	\$ 120,562.11
114	Reliance Insurance	4853 Hastings St, Burnaby, BC V5C 2L1 Canada	\$ 35.00
115	Richmond News	3355 Grandview Highway Vancouver, BC V5M 1Z5 Canada	\$ 4,095.00
116	Ricoh Canada Inc.	Suite 300, 5520 Explorer Drive, Mississauga, ON L4W 5L1 Canada	\$ 1.00
117	Rise Media Group Ltd.	#284-5489 Byrne Road Burnaby, BC V5J 3J1 Canada	\$ 7,602.00
118	Shaw Cable	PO Box 2468 Stn Main Calgary, AB T2P 4Y2 Canada	\$ 290.20
119	Singleton Urquhart LLP	1200-925 West Georgia Street Vancouver, BC V6C 3L2 Canada	\$ 44,299.78
120	Strata Plan LMS 3045 - Three West Centre	200 Granville Street, Suite 700 Vancouver, BC V6C 1S4 Canada	\$ 18,443.88
121	The Legal Alternative	1875 Ontario Street Vancouver, BC V5T 0C9 Canada	\$ 115.41
122	Thyssenkrupp Elevator (Canada) Limited	410 Passmore Avenue, Unit 1 Toronto, ON M1V 5C3 Canada	\$ 23,803.40

13-Jan-2017

Date


 Hong Guo

District of: British Columbia
 Division Nc03 - Vancouver
 Court No. 11-2204779
 Estate No. 11-2204779

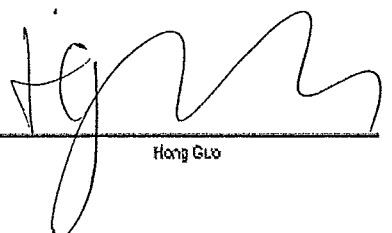
Form 78 - Continued

List "A"
 Unsecured Creditors
 Guo Law Corporation

No.	Name of creditor	Address	Unsecured Claim
123	United Reporting Service Ltd	PO Box 10088, 1150-700 West Georgia Street Vancouver, BC V7Y 1B6 Canada	\$ 575.93
124	Vancity Courier Logistic	180 West 3 RD Ave. Vancouver, BC V5Y 1E9 Canada	\$ 847.60
125	Worldwide Air Couriers Logistics Ltd.	180 West 3 RD Ave. Vancouver, BC V5Y 1E9 Canada	\$ 158.54
126	Min Guo	5080 Linfield Gate Richmond, BC V7C 4L4 Canada	\$ 55,834.01
127	Yunyan Luan	5080 Linfield Gate Richmond, BC V7C 4L4 Canada	\$ 20,000.00
128	Jun Yuan	c/o Mr. David Lunny , Lunny Atmore LLP, 900-900 West Hastings Street Vancouver, BC V6C 1E5 Canada	\$ 710,000.00
129	Jianguo (Allen) Sun	c/o Mr. Kent Wiebe, Wiebe Douvelos Wittmen LLP, 1380- 885 W. Georgia Street Vancouver, BC V6C 3E8 Canada	\$ 600,000.00
130	Xu Hong	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver, BC V6E 3P3 Canada	\$ 290,743.41
130	Minister of Finance (BC) (Provincial Sales Tax)	PO BOX 9443 STN PROV GOVT Victoria, BC V8W 9W7 Canada	\$ 1.00
			\$6,648,501.75

13-Jan-2017

Date



Hong Guo

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

FORM 78 – Continued

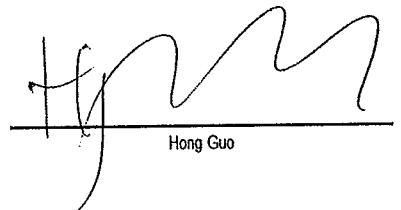
List "B"
 Secured Creditors

Guo Law Corporation

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Andrews Realty Ltd. 1603-39	c/o Pryke Lambert, 500-5811 Cooney Road Richmond BC V6X 3M1	35,828.91	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	16-Sep-2016	35,828.91		
2	0961227 B.C. Ltd.	120-6068 No 3 Road Richmond BC V6Y 4M7	1,600,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	22-Aug-2016	1,600,000.00		
3	Canadian Imperial Bank of Commerce	199 Bay Street, B-2, Securities Level Toronto ON M5L 1A2	2,735,500.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	11-Feb-2015	2,735,500.00		
4	Feng Shouyi	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	50,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	50,000.00		
5	IRL Construction	683 Moberly Road Vancouver BC V6Z 4A4	300,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	19-Aug-2016	300,000.00		
6	L5 Interiors Ltd.	26587 52 Avenue Aldergrove BC V4W 1N8	19,414.50	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	24-Aug-2016	19,414.50		
7	LI Shancheng	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	70,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	70,000.00		
8	Lunniss Developments Ltd.	c/o Solimano Law, 1918-1030 W. Georgia Street Vancouver BC V6E 2Y3	280,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	16-Aug-2016	280,000.00		
9	Royal International Holdings Ltd.	Suite 608 – 837 West Hastings Street Vancouver BC V6C 3N6	300,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	25-Jul-2016	300,000.00		
10	Wang Hua	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	50,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	50,000.00		
11	Wei Xiaochuan	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	10,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	10,000.00		

13-Jan-2017

Date


 Hong Guo

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

FORM 78 -- Continued

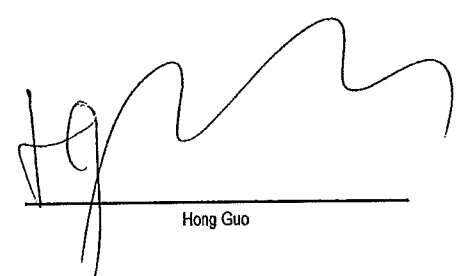
List "B"
 Secured Creditors

Guo Law Corporation

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
12	Xiao Limei	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	100,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	100,000.00		
13	Xu Hong	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	300,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	9,256.59		290,743.41
14	Xu Jin	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	20,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	20,000.00		
15	Yuchun Zhang	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	200,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	200,000.00		
16	Zheng Yan	c/o DS Avocats Canada, 2700-1055 W Georgia St Vancouver BC V6E 3P3	20,000.00	Real Property or Immovable - Building and Land - Richmond - 200 - 6061 no 3 road	05-Jan-2017	20,000.00		
Total:			6,090,743.41			5,800,000.00	0.00	290,743.41

13-Jan-2017

Date



Hong Guo

EXHIBIT D

SUPERINTENDENT ESTATE NO. 11-2204779

COURT FILE NUMBER B-170021
VANCOUVER REGISTRY

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF GUO LAW CORPORATION
OF THE CITY OF RICHMOND,
IN THE PROVINCE OF BRITISH COLUMBIA**

REPORT OF THE PROPOSAL TRUSTEE ON THE PROPOSAL

FEBRUARY 23, 2017

A. INTRODUCTION

1. On January 6, 2017, Guo Law Corporation (“**Guo Law**” or the “**Company**”) filed a Notice of Intention to File a Proposal (“**NOI**”) pursuant to Part III, Division I of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “**BIA**”). G. Powroznik Group Inc. was appointed as the Trustee under the NOI.
2. On January 13, 2017, the Company sought and obtained an order of the Supreme Court of British Columbia (the “**Court**”) to substitute G. Powroznik Group Inc. with FTI Consulting Canada Inc. as the Trustee under the NOI (the “**Proposal Trustee**”).
3. In its application on January 13, 2017 noted previously, the Company also sought and obtained an order allowing the Proposal Trustee to redact the names and addresses of the Company’s clients that were affected by the theft from the Company’s trust accounts (as detailed in a subsequent section of this report)(the “**Trust Creditors**”).
4. On February 3, 2017, the Company sought and obtained an order of the Court extending the deadline for filing its proposal with the Proposal Trustee until February 17, 2017.
5. On February 17, 2017 the Company lodged its proposal in these proceedings with the Proposal Trustee in accordance with section 62(1) of the BIA. On the same day, the Proposal Trustee filed the Company’s proposal with the Superintendent of Bankruptcy. A copy of the proposal (the “**Proposal**”) is attached as Appendix A.
6. The reports of the Proposal Trustee and other information in respect of these proceedings are posted on the Proposal Trustee’s website at <http://cfcanada.fticonsulting.com/Guolawcorporation/>.

B. PURPOSE OF THIS REPORT

7. The purpose of this Report is to:
- (a) Provide background information concerning the Company, its financial situation, the causes of its financial difficulties and the state of the Company's business and financial affairs;
 - (b) Outline the terms of the Proposal;
 - (c) Discuss the conditions that must be satisfied subsequent to creditor approval in order for the Proposal to be successfully completed;
 - (d) Provide an overview of the Proposal Trustee's findings resulting from its preliminary review for transactions that might be considered as preferences or transactions at undervalue as required under the BIA;
 - (e) Compare the amounts distributable under the Proposal to the estimated distribution to Unsecured Creditors in the event the Proposal is not accepted, and the Company is deemed to have made an assignment in bankruptcy; and
 - (f) Recommend acceptance of the Proposal by the creditors.

C. TERMS OF REFERENCE

8. In preparing this report (the "**Report**"), the Proposal Trustee has relied upon unaudited financial information prepared by the Company's management, the Company's books and records, other information available to the Proposal Trustee and discussions with various parties (collectively, the "**Information**").
9. Except as described in this Report:

- (a) The Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
 - (b) The Proposal Trustee has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
10. Future oriented financial information reported or relied on in preparing this Report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
11. The capitalized terms used in this Report are defined in the Proposal and this Report should only be read in conjunction with the Proposal. Details of the Proposal are outlined in this Report.
12. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

D. BACKGROUND/CAUSES OF FINANCIAL DIFFICULTY

13. Guo Law was founded in 2011 as a law firm primarily focused on serving the needs of Sino-Canadian clients. The firm offers a broad range of services including:
- (a) Advice on mergers and acquisitions and investment in industries such as energy, mining, information technology, real estate and natural resources;
 - (b) Advice on international trade;
 - (c) Immigration law; and

- (d) Real estate conveyancing and providing advice on structuring of real estate transactions.
14. The Company enjoyed several years of profitability recording a profit as recent as the fiscal year ending April 30, 2016.
 15. However, commencing in or around mid-February 2016 the Company's consolidated trust accounts (the "**Trust Accounts**") were the victim of a theft which appears to have been perpetrated by the former accountant and former paralegal of Guo Law. The theft involved a number of transactions that occurred over the period of mid-February to late March 2016.
 16. The theft was discovered by the principal lawyer of Guo Law, Hong Guo ("**Guo**") in early April 2016. Upon discovering the missing funds in the Trust Accounts, Guo contacted the RCMP to report the theft.
 17. In addition Guo notified the Law Society of British Columbia (the "**LSBC**") about the deficiency in the Trust Accounts and retained the services of the accounting firm, McLaren Trefanenko Inc. ("**MTI**") to perform a forensic review of the Trust Accounts.
 18. As indicated in the forensic report prepared by MTI (the "**Forensic Report**"), the total funds missing from the Trust Accounts approximated \$6.619 million.
 19. Subsequent to discovering the theft, Guo arranged funding from related parties and from the Guo Law operating account to partially fund the deficiency in the Trust Accounts to allow for the Company's client's transactions to close. According to the Forensic Report, during the period between mid-April and early August 2016, funding totaling approximately \$1.941 million was deposited into the Trust Accounts from these arrangements.
 20. The current deficiency in the Trust Accounts according to the Forensic Report is \$4.678 million.

21. On August 23, 2016, the LSBC sought and obtained an order of the Court appointing the LSBC as custodian of part of the law practice of Guo and Guo Law, limited to the trust account that Guo Law maintained with the Canadian Imperial Bank of Commerce (“CIBC”).
22. As a result of these events coupled with the decline in real estate conveyancing work in the lower mainland of British Columbia, the revenue generated by Guo Law has significantly decreased over the past year.
23. Several of the Company’s clients affected by the deficiency in the Trust Accounts initiated litigation against Guo and Guo Law, several of which had obtained judgements and/or garnishment orders.
24. Accordingly, on January 6, 2017, Guo Law filed an NOI to provide the Company with a stay of proceedings to provide the Company with some time to prepare a proposal to its creditors for their consideration.

E. OVERVIEW OF THE PROPOSAL

25. The intention of the Proposal is to provide for the orderly sale of certain real estate assets (the “Properties”) owned personally by Guo (the “Sponsor”), the proceeds of which would be directed to the Proposal Trustee in order to repay the Trust Creditors.
26. All other unsecured creditors of Guo Law and secured creditors of Guo Law are unaffected by the Proposal.
27. The Report provides an overview of the terms of the Proposal. The Report is not a substitute for reading the Proposal and creditors are strongly encouraged to review the Proposal in its entirety prior to voting on the Proposal. Creditors are also encouraged to discuss the terms of the Proposal with their legal counsel.
28. The substantive terms of the Proposal are:

- (a) The Sponsor will irrevocably appoint the Proposal Trustee as her agent to retain the services of local real estate professionals to sell the Properties within the next twenty four months. The Sponsor shall have the discretion to accept or reject any offers for any of the Properties, though any sale will be subject to approval by the Trustee and the Inspectors (if any are appointed);

- (b) The Sponsor will irrevocably appoint the Proposal Trustee as her agent to receive the Net Sale Proceeds from the sale of the Properties which combined with other recoveries (the “**Trust Creditor Fund**”) will be provided to the Proposal Trustee for distribution as follows:
 - i. Any Crown Claims relating to amounts withheld from employees pursuant to the provisions of the Income Tax Act, Canada Pension Plan or Employment Insurance Act that were unremitted as at the date of the NOI are to be paid within six months following the date of Court approval of the Proposal;

 - ii. Employees and former employees will be paid their priority claim for unpaid salaries and wages up to a maximum amount of \$2,000 per employee as required by the BIA;

 - iii. Any other claims given priority by subsection 136(1) of the BIA will be paid in full; and

- iv. The balance of the Trust Creditor Fund will be distributed to the Trust Creditors pari passu, to a maximum amount of each Trust Creditor's Proven Claim. This distribution will be made in three instalments; the first distribution to occur once the Trust Creditor Funds exceed \$1,250,000, the second distribution to occur once the Trust Creditor Funds exceed \$2,500,000 and the Final Distribution on the earlier of the sale of all Properties or the expiration of twenty four months subsequent to the Court's approval of the Proposal.
- (c) Concurrently, the Company in consultation with the Proposal Trustee intends to pursue the recovery of additional funds through litigation against several parties alleged to have some responsibility for the theft, including the Company's insurer and former employees.
- (d) Any amounts recovered prior to the expiration of twenty four months after Court approval of the Proposal, will be directed to the Proposal Trustee for deposit as Trust Creditor Funds.
29. Pursuant to section 147 of the BIA, the distribution of Trust Creditor Funds are subject to the levy of 5% payable to the Superintendent of Bankruptcy.
30. The Company is required to hold a meeting of its Trust Creditors (the "**Meeting**") to consider and vote on the Proposal. The Meeting has been scheduled for March 10, 2017 at 2:30 PM PST at Cadillac Fairview – Pacific Centre, Suite 950 - 609 Granville Street Vancouver, BC V7Y 1H2.
31. In order for the Proposal to be accepted, two-thirds in dollar value and over 50% in number of the Trust Creditors present and voting, in person, by proxy or by voting letter at the Meeting, must vote in favour of the Proposal.

32. If the Trust Creditors accept the Proposal, it must also be approved by the Court. Rejection of the Proposal (either by the Trust Creditors or the Court) would result in the Company being deemed to have made an assignment in bankruptcy.
33. Up to five inspectors may be appointed at the Meeting. The inspectors shall have the following powers, but will have no personal liability to Guo Law or other creditors:
- (a) To advise the Proposal Trustee in connection with its actions under the Proposal or any amendment thereto as the Proposal Trustee may, from time to time, request;
 - (b) To advise the Proposal Trustee concerning any dispute which may arise as to the validity of claims of Trust Creditors under the Proposal;
 - (c) To extend the Distribution Date and/or Effective Date provided for under the Proposal; and
 - (d) To advise the Proposal Trustee in respect of such other matters as may be referred to the inspectors by the Proposal Trustee.

F. CREDITOR CLAIMS

34. Pursuant to the provisions of the BIA, creditors are not required to submit proofs of claim until after the filing of the Proposal and therefore the claims of creditors have not been received or reviewed by the Proposal Trustee at this time.
35. A list of the known creditor claims is summarized in the Statement of Affairs (“SOA”) filed by the Company with the Proposal Trustee, which is also included in this mailing. The SOA is an estimate of the creditor claims and can vary materially from the proven claims filed with the Proposal Trustee as noted previously.

Secured Creditors

36. The claims of the secured creditors will not be affected by the Proposal. The Company will continue to deal with its secured creditors in accordance with the agreements entered into between the secured creditors and the Company upon acceptance of the Proposal by the Trust Creditors and approval by the Court.

Crown Claims

37. According to the Company, as at the date of the NOI, Canada Revenue Agency (“CRA”) was owed approximately \$7,600 for unpaid source deductions. To date CRA has not contacted the Proposal Trustee or filed a proof of claim in support of amounts outstanding.

Employee Priority Claims

38. The Proposal Trustee is not aware of any amounts owing to employees or former employees as at the date of the NOI which would result in a priority claim pursuant to the BIA.

Other Priority Claims

39. The Proposal Trustee is not aware of any claims that may arise pursuant to subsection 136(1) of the BIA.

Unsecured Creditors (not including Trust Creditors)

40. The claims of Unsecured Creditors, excluding the Trust Creditors, will not be affected by the Proposal. The Company will continue dealing with the unsecured creditors in the normal course upon acceptance of the Proposal by the Trust Creditors and approval by the Court.

Trust Creditors

41. The Proposal is solely focused on the Trust Creditors of Guo Law. Trust Creditors are all creditors with claims arising as a result of the deficiency in the Company's trust accounts. According to the SOA and the Forensic Report prepared by MIT, the estimated amount of Direct Trust Claims from Trust Creditors is approximately \$4.615 million. The amount of Indirect Trust Claims, if any, is unknown.

G. ROLE OF THE LSBC

42. As discussed above the LSBC was appointed custodian of one of the Company's Trust accounts and custodian over any client files related to the deficiency in the trust account (the "Custodian").
43. The Custodian has requested to be put forward for consideration as an inspector of the estate of Guo Law. As noted previously, the appointment of inspectors is voted on at the first meeting of creditors. Given the Custodian's role on behalf of the LSBC, the Custodian is seeking to work closely with the Proposal Trustee in these proceedings in order to safeguard the interests of the Trust Creditors.

44. The Office of the Superintendent of Bankruptcy (the “**OSB**”) has consented to the Custodian’s request for submitting a Proof of Claim on behalf of all of the Trust Creditors for purposes of distributions. The Custodian will be responsible for providing the Proposal Trustee with sufficient detail to support the individual claim of each Trust Creditor for the amount of its loss of funds from the Company’s trust accounts (the “**Direct Trust Claims**”).
45. Trust Creditors will be responsible for filing their own Proofs of Claim for the amount of any additional claims they may want to assert against the Company (the “**Indirect Trust Claims**”).
46. As indicated previously, the Proposal Trustee will make all distributions relating to Direct Trust Claims to the Custodian who will be responsible for distributing funds to the Trust Creditors. A Trust Creditor may opt out of this arrangement by notifying the Proposal Trustee.

H. CONDUCT OF DEBTOR

47. If Guo Law were to become bankrupt, there are certain transactions that could be voided by a trustee in bankruptcy, in order to increase the recovery to the creditors. These transactions would include transactions concluded with the intention of preferring one creditor over others, or selling an asset below market value.
48. The Proposal Trustee completed a preliminary review of the Company’s banking activities for the twelve month period preceding the date of the NOI. The Proposal Trustee’s preliminary review did not identify any unusual payments to vendors or others or unusual transactions.
49. In its review of other documentation, the Proposal Trustee identified three instances where security was granted in the form of mortgages on the Company’s owned office space located at 200-6061 No.3 Road, Richmond BC (the “**Office**”):

- (a) On January 5, 2017 the company granted security in support of a promissory note relating to \$820,000 of funds advanced (the “**PN Funds**”) to Guo Law in or around November and December 2016. The security granted by Guo Law was in the form of a mortgage that was registered in the Land Titles Office against the Office.

The Proposal Trustee notes that the Company required the PN Funds in order to continue operating in the normal course and therefore the advance is analogous to a debtor-in-possession loan. The mortgage granted by the Company did not obtain priority over any of the existing secured lenders who had prior mortgage security and therefore was not prejudicial to their rights.

- (b) On August 17, 2016, a creditor owed money relating to the theft in the Company’s trust accounts (the “**Judgement Creditor**”) obtained a judgement against Guo and Guo Law in the approximate amount of \$340,000.

On October 5, 2016, Guo Law granted a mortgage in favour of the Judgement Creditor over the Office in the amount of \$360,000 (increase due to interest).

On the same date, Guo granted a mortgage in favour of the Judgement Creditor over a property owned in her personal capacity. This property is included in the Properties being offered for sale by the Sponsor pursuant to the terms of the Proposal.

The Proposal Trustee notes that \$420,000 of the PN Funds were deposited into the Company and used for general operating purposes and the balance of the PN Funds were used by Guo to acquire the claim of the Judgement Creditor.

The Proposal Trustee notes that the security provided to the Judgement Creditor was granted by the Company outside of the time period for preference transactions and therefore might not be considered as a preference transaction.

The Proposal Trustee has been informed that Guo will subordinate her claim to distributions from the Proposal relating to the Judgement Creditor claim that was assigned to her until the Trust Claims are paid in full.

- (c) In or around August 2016, the Company granted a mortgage in favour of a company owned by a related party over the Office. The mortgage was granted as security for an advance made to Guo Law in order to fund the deficiency in the Company's trust accounts so that certain of Guo Law's client's transactions could be closed without defaulting. The mortgage was granted in the amount of \$1.6 million and was subordinate to the prior secured interests.

Similar to the PN Funds, this loan was analogous to debtor-in-possession financing and did not obtain priority over the rights of any other secured creditor.

- 50. The Proposal Trustee has monitored the Company's activities since the date of the NOI and is not aware of any unpaid post-filing obligations.
- 51. The Proposal Trustee has observed that the Company has been working diligently and in good faith to formulate the Proposal and provide all relevant information to the Proposal Trustee.

I. ESTIMATED DISTRIBUTION IN THE EVENT OF A BANKRUPTCY

52. Under the terms of the Proposal, the claims of the Trust Creditors are to be paid up to the full amount of their Trust Claim, including a gross up such that the Trust Creditors' recovery would not be reduced by the Superintendent's Levy.
53. The calculation of the ERV was based on the Company's SOA, as modified to exclude the office space at 200-6061 No. 3 Road, Richmond, as this asset is estimated to be fully encumbered by secured claims. The Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the consolidated balance sheet and expresses no opinion thereon.

Guo Law Corporation

Estimated Net Realizable Value in Bankruptcy				
Available Assets	Estimated Book Value as at Jan 6, 2017	Notes	Estimated Realizable Value	
			Low	High
Cash	297,295	1	-	150,000
Accounts Receivable	397,322	2	-	370,000
Office Furniture	4,107		-	4,100
Computer Hardware	786		-	500
Estimated amounts available to Unsecured Creditors			-	524,600

Notes:

- (1) The Cash balance as at January 6, 2017 was \$297,295. The ERV ranges from Nil to \$150,000 as the cash has been used subsequent to date of the NOI and will continue to be used to fund operations of the company during the proposal process.
- (2) Estimated book value of Accounts Receivable/Due from Shareholder was \$397,322. The net realizable value ranges from Nil to \$370,000 as the Accounts Receivable may be old and uncollectable. The \$370,000 relates to a loan from the Company to Gou for the purpose of acquiring the claim of the Judgement Creditor.

54. Accordingly, the amount that would be available to all creditors in the event of a bankruptcy is expected to range from \$524,600 to Nil.

J. ESTIMATED FUNDS AVAILABLE FROM REAL PROPERTY TO FUND THE PROPOSAL

55. Attached as Schedule 1 to the Proposal is a summary prepared by Guo Law of the estimated recovery from the sale of the Properties in Group A, Gou's House, and the Gou Law's office space ("Schedule 1")

56. The Proposal Trustee has reviewed Schedule 1 noting that the fair market value attributed to the properties was either based on independent appraisals commissioned by Guo Law, offers of purchase and sale or from the July 1, 2016 assessment notices provided by BC Assessment.

57. The Proposal Trustee reviewed the title search provided for each property and the documentation provided by mortgage lenders to compare against the mortgage amounts in Schedule 1.

58. The Transaction Costs included in Schedule 1 represent an estimate for the standard selling commission for a residential realtor.

59. The Proposal provides for the payment of any income tax liabilities arising from the sale of the Properties to be deducted from the proceeds of sale of the Properties. The income tax impact in Schedule 1 is based on the estimated capital gain arising from the sale of the Properties multiplied by Guo's expected personal tax rate. The Proposal Trustee notes that the adjusted cost bases assumed in this calculation have not been verified by the Proposal Trustee and accordingly this estimate may change and the change may be material.

60. Below is a summary of the expected net proceeds from the sale of the properties as calculated by the Company:

Notes	FMV	Basis fo FMV	Mortgages	Other Encumbrances	Transaction Cost	Estimated Equity
Group "A"						
143-5951 Minoru Blvd., Richmond, BC	370,400	BC Assessment		35,829	15,112	319,459
6351 Francis Road, Richmond, BC	1,655,000	BC Assessment	1,106,608	35,829	53,650	458,913
1736 St. John Street, Regina, SK	175,000	CPS		59,900	8,750	106,350
Saskatchewan Farmland	1,191,000	Appraisal	276,000		59,550	855,450
Surrey Development Properties (35%)	16,192,000	Appraisal	7,950,000		489,760	2,713,284
Guo's Home						
5080 Linfield Gate, Richmond, BC (50%)	2,389,000	BC Assessment	1,646,482	35,829	75,670	315,510
						4,768,966
Add:						
Inter-alia Mortgage (6351 Francis Road and 5080 Linfield Gate)						300,000
Inter-alia motgage between 5080 Linfield Gate and 200-6061 No. 3 Road (50%)						150,000
Inter-alia Judgment						71,658
Less						
Estimated Tax Impact						(740,000)
Estimated Recovery for Trust Creditors						4,550,624

- (a) **Surrey Development Properties** – This is made up of three separate properties in Surrey, BC. The properties are owned by Mytopia Inc, a company which Gou has a 35% ownership share in.

The Proposal Trustee has been informed by Guo that the interests of the other shareholders of Mytopia Inc. are aligned with Guo in selling the properties.

61. As indicated in Schedule 1 the estimated recovery for Trust Creditors from the sale of the Properties is approximately \$4.6 million. This exceeds the amount of Direct Trust Claims of \$4.25 million (after deduction of the amount of the Judgement Creditor assigned to Guo).
62. The Proposal Trustee also notes that this does not take into account any potential amount from the Recovery Proceedings.

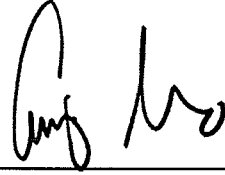
63. At the Meeting, the Proposal Trustee will have the all appraisals available for review upon request by any Trust Creditor. The Proposal Trustee notes that the calculations in Schedule 1 are based on appraisals of value and the actual sale of the Properties will be subject to the market conditions prevailing at the time of the sale. Accordingly, the FMV may differ from the actual realized selling price and the difference may be material.

K. SUMMARY COMMENTS

64. As indicated in the Report and the Proposal, if the Proposal is accepted by the Trust Creditors and approved by the Court, the Trust Creditors will receive payment of their claims to a maximum of their proven Trust Claims.
65. If Guo Law was bankrupt, the amount available to creditors from the Company's assets would be shared pro rata among the Trust Creditors and the unsecured creditors. Based on the analysis in Section I of this Report, the recovery that would be available to all of the Company's creditors would be between Nil and \$525,000. This would provide a recovery significantly less than under the terms of the Proposal.
66. The Trust Creditors may have claims against Guo personally, however the Proposal negates the need to pursue actions against her personally since Guo is offering the Properties to be sold in order to satisfy the deficiency in Guo Law's trust accounts.
67. Accordingly the Proposal Trustee recommends that the Trust Creditors accept the Company's Proposal.

68. All of which is respectfully submitted this 23rd day of February, 2017.

FTI Consulting Canada Inc.,
in its capacity as Proposal Trustee under a NOI
filed by Guo Law Corporation



Name: Craig Munro
Title: Managing Director,
FTI Consulting Canada Inc.

EXHIBIT E



Corporate Finance & Restructuring

Pacific Centre
701 West Georgia Street
Suite 1502
Vancouver, BC V7Y 1C6
Scott.Gallon@FTIConsulting.com

fticonsulting.com

March 30, 2017

To the creditors of Guo Law Corporation

On February 17, 2017, Guo Law Corporation ("**Guo Law**") lodged its proposal (the "**Original Proposal**") in these proceedings with FTI Consulting Canada Inc. in its capacity as Proposal Trustee. Notice of the meeting of creditors was mailed to all creditors on February 27 and 28, 2017 along with Report of the Proposal Trustee. A meeting of creditors was held on March 10, 2017 to consider the terms of the Original Proposal. However, given that many of the claims were not received in time to allow the Proposal Trustee an opportunity to review the claims, the Chair of the meeting asked for a motion to adjourn the creditor meeting to April 10, 2017. The motion was accepted by the creditors and accordingly the meeting has been adjourned to April 10, 2017 at the following location:

**YWCA, McMillan Bloedel Conference Room
353 Hornby Street
Vancouver, BC**

Subsequent to the meeting of March 10, 2017, the Proposal Trustee has been in communication with the Office of the Superintendent of Bankruptcy (the "**OSB**") regarding the terms of the Original Proposal. Specifically, the OSB did not perceive that the treatment of unsecured trade creditors as unaffected creditors was consistent with the provisions of the Bankruptcy and Insolvency Act. The Proposal Trustee communicated these concerns to the legal counsel acting for Guo Law and as a result, an Amended Proposal dated March 30, 2017 (the "**Amended Proposal**") has been drafted for consideration by creditors at the re-convened meeting.

Substantive Revisions to the Original Proposal

The intention of the Original Proposal was to establish a fund from the proceeds of the sale of certain properties (the "**Properties**") owned by the principal of Guo Law, Ms. Hong Guo, which would be distributed on a pro-rata basis to the creditors that had been affected by the theft from the trust accounts of Guo Law (the "**Trust Creditors**"). The unsecured trade creditors were to be unaffected by the Original Proposal.

However, under the provisions of the Amended Proposal, the unsecured trade creditors are now being included such that the proceeds from the sale of the Properties will be distributed on a pro-rata basis to the Trust Creditors and the unsecured trade creditors.

As a result of this amendment, the unsecured trade creditors wishing to vote on and participate in the process and receive dividends pursuant to the terms of the Amended Proposal are required to file a proof of claim with the Proposal Trustee. Any unsecured trade creditor wishing to vote on the Amended Proposal must file its proof of claim prior to the commencement of the



re-convened meeting and either attend in person to register its vote or submit a voting letter to the Proposal Trustee prior to the re-convened meeting.

Accordingly, in addition to the inclusion of the Amended Proposal, the following documents are attached to this mailing:

Blank proof of claim form;
Voting letter; and
Proxy form.

There will be one class of creditors for purposes of voting on the Amended Proposal, which may by resolution accept the Amended Proposal at the re-convened meeting. If so accepted and if approved by the court the proposal is binding on the class of creditors affected.

Proxies and voting letters intended to be used at the meeting must be lodged with us prior to the time appointed for the meeting of creditors or via email to Scott.Gallon@fticonsulting.com.

Further information with respect to this matter is available on the Trustee's web-site: <http://cfcanada.fticonsulting.com/guolawcorporation/>

Should you have any queries in the interim, please do not hesitate to contact a representative of the Trustee, Scott Gallon at (604) 601-5691.

Yours truly,

FTI CONSULTING CANADA INC.
In its capacity as Trustee under a Proposal
Re Guo Law Corporation
and not in its personal capacity

Per:

A handwritten signature in black ink, appearing to read "Craig Munro".

Craig Munro, Licensed Insolvency Trustee



**Corporate Finance
& Restructuring**

Pacific Centre
701 West Georgia Street
Suite 1502
Vancouver, BC V7Y 1C6

fticonsulting.com

2017年3月30日

致郭律师事务所债权人：

于2017年3月10日召开的郭红律师事务所债权人会议中通过了休会决定，新的会议将于2017年4月10日下午2:00在以下地点举行：

YWCA，McMillan Bloedel 会议室

353号Hornby街

温哥华市，卑诗省

请注意，会议将以英文举行，若英文能力有限烦请自行携带口译员。

若您在休会期间有任何疑问，请随时与还款计划托管代理人 Scott Gallon (604) 601-5691 联系。

FTI 咨询公司

郭律师事务所还款计划托管人
及非个人行为

敬上，

自：

A handwritten signature in black ink, appearing to read 'Scott Gallon'.

Scott Gallon, CPA, CA

EXHIBIT F

Court No. 11-2204779
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA IN BANKRUPTCY AND INSOLVENCY
IN THE MATTER OF THE PROPOSAL OF
GUO LAW CORPORATION

DATED FOR REFERENCE February 17, 2017, as amended on March 30, 2017

MADE PURSUANT TO PART III DIVISION 1 OF THE
BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1 985, C. B-3, AS AMENDED

ARTICLE I DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

In this Proposal, the following terms are defined:

"Approval Order" means the Court Order made in the Proposal Proceeding approving the Proposal and directing the implementation of the Proposal.

"BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended.

"Business Day" means a date other than a Saturday, Sunday or statutory holiday in British Columbia.

"Claim" means any right or claim of any person against the Company whether or not asserted in connection with any indebtedness, liability, or obligation of any kind whatsoever owed to such person, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including, without limitation, any legal statutory, equitable, or fiduciary duty), any right of ownership of or title to, or to a trust or deemed trust against, any of the property or assets of the Company, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause of action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part

on facts which existed prior to the Filing Date, and for certainty, includes Priority Claims.

"Company" means Guo Law Corporation.

"Completion Date" means that date on which all of the Company's obligations under this Proposal have been met.

"Court" means the Supreme Court of British Columbia.

"Creditor" means any person that has a Claim against the Company.

"Crown" means Her Majesty in right of Canada or a province.

- (a) **"Crown Claims"** means a Claim of the Crown for amounts that are outstanding as at the Filing Date and are of the kind that could be subject to a demand under: subsection 224(1.2) of the *Income Tax Act*;
- (b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

"Custodian" means The Law Society of British Columbia in its role pursuant to Part 6 of the *Legal Profession Act*.

"Direct Trust Claims" means Claims arising from the loss of and in the amount of funds held in a trust account of the Company.

"Disputed Claim" means any Claim of an Unsecured Creditor which has been received by the Trustee in accordance with the BIA but has not been accepted as a Proven Claim, or which is being disputed in whole or in part by the Trustee or any other person entitled to do so and has

not been resolved by agreement.

"Effective Date" means the earlier of:

- a) the date that is 24 months after the Approval Order;
- b) the date on which the Unsecured Creditor Fund is sufficient to pay all Proven Claims in full; or
- c) The Sale Transactions shall have closed in accordance with the terms of this Proposal and the Sponsor will have either:
 - i) recovered sufficient amount from the Recovery Proceedings to pay all Trust Claims in full; or
 - ii) will have exhausted her recourse, acting reasonably, with respect to the Recovery Proceedings,

provided that, in any event, the Trustee has satisfied all of its statutory requirements in order to complete a final distribution to Unsecured Creditors with Proven Claims, subject to subsection 7.5(c) of the Proposal.

"Employee Priority Claims" means any Proven Claim of any employees and former employees of the Company equal to the amounts that such employees and former employees would have been qualified to receive under Paragraph 136(l)(d) of the BIA if the Company had become bankrupt on the Filing Date.

"Filing Date" means January 6, 2017 the date when the Notice of Intention to File a Proposal was filed by the Company with the official receiver.

"Final Distribution Date" means the date that is 15 days after the Effective Date, subject to subsection 7.5(c) of the Proposal.

"First Interim Distribution Date" means the date that is 15 days after Sale Transactions have resulted in Net Proceeds equal to or greater than \$1,250,000.00.

"Indirect Trust Claims" means claims arising from Direct Trust Claims, including any damages or penalties from a taxation authority flowing from the loss of such funds.

"Inspectors" has the meaning ascribed to it in Section 7.5 of the Proposal.

"Meeting" means the meeting of the Unsecured Creditors called pursuant to the BIA for the purpose of considering and voting on the Proposal, as same may be amended at any such Meeting, and agreeing to the compromise and arrangement constituted thereby, and any adjournment thereof.

"Net Sale Proceeds" means the proceeds of any Sale Transaction net of selling commissions, normal closing adjustments and payment of outstanding property taxes and mortgages, as well as any capital gain tax payable in respect of any such Sale Transaction.

"Priority Claim" means a Proven Claim of a Creditor entitled to receive a payment of any amount owed to it in priority to other Creditors as provided for in Section 136 of the BIA, which for greater certainty includes Employee Priority Claims and Crown Claims.

"Priority Creditor" means a Creditor having a Priority Claim to the extent of that Priority Claim.

"Post-Filing Creditor" means any person who has supplied goods or services to or who has an entitlement to receive sales or excise taxes, source deductions or assessments and premiums from the Company arising subsequent to the Filing Date in relation to any unpaid amounts relating to such Post- Filing Claims.

"Post-Filing Claims" means all claims of Post-Filing Creditors for amounts alleged to be owed to them arising after the Filing Date.

"Proof of Claim" means the prescribed form of document required under the BIA to evidence the Proven Claim of an Unsecured Creditor under Part III of the BIA prior to the date of the Meeting, and includes a proof of claim filed by the Custodian on behalf of all Unsecured Creditors in respect of Direct Trust Claims.

"Properties" means the interests of the Sponsor in the properties listed as "Group A" and "Home" in the attached Schedule 1.

"Proposal" means this Proposal made pursuant to the provisions of Part III, Division I of the BIA, among the Company and the Unsecured Creditors, as from time to time amended, modified or supplemented pursuant to an order of the Court, or pursuant to an agreement among the Company and the Unsecured Creditors, as provided for herein or pursuant to any Meeting of the Unsecured Creditor class.

"Proposal Proceeding" means the proceeding commenced by the Company under the BIA, being British Columbia Supreme Court, Vancouver Registry Action No. 11-2204779.

"Proven Claim" means an Unsecured Claim which, after delivery of a Proof of Claim to the Trustee has:

- (a) been admitted by the Trustee (following consultation with the Custodian regarding Direct Trust Claims) in whole or in part; or
- (b) been disallowed by the Trustee (following consultation with the Custodian regarding Direct Trust Claims), which disallowance has subsequently been set aside in whole or in part by the Court,

provided further that a Proven Claim shall not include the amount due to a Post-Filing Creditor in respect of a Post-Filing Claim, and Proven Claims shall not include any interest for the period subsequent to the Filing Date, and for the purpose of voting on and distribution under this Proposal, shall not include that portion (if any) of the Claim that is a Priority Claim.

"Recovery Proceedings" means the efforts taken by the Company and the Sponsor to: 1) recover the funds that were stolen from the Company's trust account giving rise to the Trust Claims, and 2) obtain the benefit of insurance coverage for Unsecured Creditors.

"Sale Transactions" means the sale of the properties pursuant to the terms of this Proposal.

"Second Interim Distribution Date" means the date that is 15 days after Sale Transactions have resulted in Net Proceeds equal to or greater than \$2,500,000.00.

"Secured Creditors" means those Creditors holding perfected Security Interests against any or all assets of the Company.

"Security Interest" means a valid and enforceable mortgage, charge or encumbrance on the Company's assets, whether contractual, statutory or otherwise, that is in existence as at the Filing Date, as determined by the Trustee pursuant to the BIA.

"Sponsor" means Hong Guo.

"Sponsor Support Agreement" means the agreement between the Sponsor and the Company, in the form attached hereto as Schedule 2.

"Superintendent's Levy" means the levy imposed by regulation by the Office of the Superintendent of Bankruptcy on funds received pursuant to proposals and in the administration of bankruptcies.

"Trustee" means FTI Consulting Canada Inc. appointed as Trustee of the Proposal in this Proposal Proceeding.

"Trustee's Fees" means all proper fees, expenses and legal costs of the Trustee on and incidental to the proceeding arising out of this Proposal and all proper fees, expenses and legal costs of the Trustee arising in relation to this Proposal.

"Trust Claims" means, collectively, Direct Trust Claims and Indirect Trust Claims.

"Trust Creditors" means those Creditors of the Company whose Claims are Trust Claims.

"Unaffected Claims" means Post-Filing Claims and Secured Claims.

"Unaffected Creditors" means Post-Filing Creditors and Secured Creditors.

"Unsecured Creditors" means all of the Creditors with an Unsecured Creditor Claim.

"Unsecured Creditor Claim" means a Claim of a Creditor with an unsecured Claim against the Company.

"Unsecured Creditor Class" means the class comprising of the Unsecured Creditors of the Company.

"Unsecured Creditor Fund" means the proceeds from the Recovery Proceedings and the Sale Transactions paid to the Trustee pursuant to this Proposal.

1.2 HEADINGS

The division of the Proposal into Sections and the insertion of headings are for convenience only and do not form part of the Proposal and will not be used to interpret, define or limit the scope, extent or intent of the Proposal.

1.3 STATUTORY REFERENCE

Unless otherwise specified, each reference to a statute is deemed to be a reference to that statute and to the regulations made under that statute, as amended or re-enacted from time to time.

1.4 NUMBER AND GENDER

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.5 CURRENCY

All references to amounts of money means lawful currency of the Dominion of Canada unless otherwise expressly indicated. All Proof of Claims submitted by Creditors in any other currency will be converted to Canadian dollars at the rate of exchange applicable at the Filing Date.

1.6 DATE FOR ANY ACTION

In the event that any date on which any action is required to be taken under this Proposal by any of the parties is not a Business Day, that action shall be required to be taken on the next succeeding day that is a Business Day.

1.7 SCHEDULES

The following are the schedule to this Proposal:

- Schedule 1: Current estimated values of the Properties and encumbrances thereon.
- Schedule 2: Form of Sponsor Support Agreement.

ARTICLE II PURPOSE AND EFFECT OF THE PROPOSAL

2.1 PURPOSE OF THE PROPOSAL

The purpose of this Proposal is to allow the Company the necessary time for the Trustee to complete the Sale Transactions and complete the Recovery Proceedings, in order to generate funds that the Company and Sponsor expect will pay the Unsecured Claims in full.

All of the Proven Claims will be paid in accordance with the terms of this Proposal.

The amounts paid to Unsecured Creditors with Proven Claims shall be increased by the amount payable on account of the Superintendent's Levy, such that each Unsecured Creditor with a Proven Claim will receive the full amount of the Proven Claim, and shall not be reduced by the amount of the Superintendent's Levy.

2.2 SALES PROCESS

Value of the Properties

The Company's current estimate of the current fair market value of the Sponsor's equity in the Properties is set out in the attached Schedule 1.

The Company and the Sponsor will obtain appraisals of the Properties, and will share those appraisals with the Trustee.

Sales Process

The Sponsor will irrevocably appoint the Trustee as her agent to retain the services of local real estate professionals to sell the Properties, and to sell the Properties by the Effective Date in accordance with the terms of this Proposal and the Sponsor Support Agreement.

The Sponsor shall deliver all offers received to the Trustee for review by the Trustee. The Sponsor shall have the discretion to accept or reject any offers for any of the Properties, though any sale will be subject to approval by the Trustee or the Inspectors, if any as so appointed.

All of the Properties described as Group A are to be listed for sale by 90 days after the Approval Order is granted. If sufficient funds to pay the Proven Claims in full have not been realized by the earlier of:

- (a) the date of all of the Properties described as Group A have been sold; or
- (b) September 1, 2018,

then the Home shall be listed for sale. If the sale of the Properties described as Group A

and/or the Recovery Proceedings generate sufficient funds to pay all Proven Claims in full by September 1, 2018 then the Sponsor shall not be required to sell the Home.

The Sponsor shall deliver to the Trustee irrevocable powers of attorney (the "**Powers of Attorney**") in a form registerable in the appropriate province's Land Title Office. If, in the opinion of the Trustee, the Sponsor has unreasonably rejected an offer for sale of any of the Properties, or is otherwise frustrating the sales process set out in this Proposal, the Trustee may, at its discretion, accept any offer for sale of the Properties and effect the sale.

OTHER FUNDS

The Company and Sponsor are undertaking the Recovery Proceedings, which include actions against the Company's insurer, the Company's employees responsible for the theft of trust funds, and certain other parties with respect to the Company's trust funds.

The Sponsor and the Company, in consultation with the Trustee, will continue the Recovery Proceedings.

If, through its ongoing operations in the future, the Company is able to return to profitability, the Company will pay its profits thereafter (net of the economic value of the services rendered to it by the Sponsor based on one half of her usual hourly rate of \$400) to the Unsecured Creditor Fund.

2.3 PROCEEDS OF SALE AND RECOVERY PROCEEDINGS

The Sponsor will irrevocably appoint the Trustee as her agent to receive the Net Proceeds of the Sale Transactions, which will be advanced by the Sponsor to the Company and held by the Company through the Trustee as part of the Unsecured Creditor Fund.

To the extent any of the Recovery Proceedings generate a recovery to the Company, it will pay the proceeds to the Trustee as part of the Unsecured Creditor Fund. And to the extent any of the Recovery Proceedings generate a recovery to the Sponsor, she will irrevocably appoint the Trustee as her agent to receive recovery, which will be advanced by the Sponsor to the Company and held by the Company through the Trustee as part of the Unsecured Creditor Fund.

The Sale Transactions and the Recovery Proceedings will proceed in tandem. If at any time the Unsecured Creditor Fund contains sufficient funds to pay all Proven Claims in full in accordance with the terms of this Proposal then the Sponsor shall not be required to undertake any further efforts to sell the Properties.

After payment of all Proven Claims in full and all other payments to be made pursuant to this Proposal and the BIA, the Trustee shall pay any remaining amounts of the Unsecured Creditor Fund to the Sponsor.

2.4 TRUSTEE UNDER THE PROPOSAL

Subject to the provisions of the BIA, the Trustee shall act as the administrator for certain purposes connected with this Proposal, including management of the claims process, administration of the Meeting and any adjournments thereto and distribution of dividends to the Unsecured Creditors in accordance with the terms of this Proposal.

2.5 TREATMENT OF UNAFFECTED CREDITORS

Unaffected Creditors are not included or in any way affected by this Proposal and will be paid in accordance with existing agreements between such creditors and the Company, as amended from time to time, or in accordance with alternative arrangements to be negotiated concurrently with the filing and implementation of this Proposal.

ARTICLE III TREATMENT OF CREDITORS

3.1 CLASSES OF CREDITORS

There will be one class of Creditors for the purpose of considering and voting upon the Proposal, that class being the Unsecured Creditor Class.

Unaffected Creditors and Unaffected Claims are unaffected by this Proposal.

3.2 PAYMENT TO UNSECURED CREDITORS

On each of the First Interim Distribution Date and the Second Interim Distribution Date, if any, the Trustee will, in consultation with the Custodian, pay from the Unsecured Creditor Fund to the Unsecured Creditors *pari passu*, to a maximum of the Proven Claim of each Trust Creditor's Direct Trust Claim via the Custodian, and separately *pari passu* to a maximum of the balance of each Proven Claim to the Unsecured Creditors.

On the Final Distribution Date, the Trustee will, in consultation with the Custodian, pay from the Unsecured Creditor Fund to the Unsecured Creditors *pari passu*, to a maximum of the Proven Claim of each Trust Creditor's Direct Trust Claim via the Custodian, and separately *pari passu* to a maximum of the balance of each Proven Claim to the Unsecured Creditors.

3.3 ASSIGNMENT OF CLAIMS

Upon payment of the Unsecured Creditor Fund to the Unsecured Creditors, the Unsecured Creditors hereby assign to the Sponsor all of their right and benefit in the Unsecured Creditor Claims, and their rights to recover from any of the Recovery Proceedings, to the Sponsor, to the extent those Unsecured Creditor Claims have been paid.

3.4 UNSECURED CREDITORS WITH DISPUTED CLAIMS

Unsecured Creditors with Disputed Claims shall be entitled to attend the Meeting and cast a

vote in respect of the Proposal up to the value of their Disputed Claim. The Trustee shall keep a separate record and tabulation of any votes cast in respect of Disputed Claims. The Trustee shall report the result of the vote and the tabulation of votes of Proven Claims and Disputed Claims to the Court and, if the decision by Unsecured Creditors whether to approve or reject the Proposal is affected by the votes cast in respect of Disputed Claims, the Company shall seek direction from the Court in respect thereof. The fact that a Disputed Claim is allowed for voting purposes shall not preclude the Company or the Trustee from disputing the Disputed Claim for distribution purposes.

Any Unsecured Creditors with a Disputed Claim on the Distribution Date shall not be entitled to receive any distribution hereunder with respect to such Disputed Claim unless, until and to the extent that such Disputed Claim is accepted as a Proven Claim, either by agreement or by order of the Court.

Pending resolution of each Disputed Claim, either by agreement or by order of the Court, the Trustee shall withhold such amount as would be payable to the Unsecured Creditor with such Disputed Claim if that Disputed Claim were a Proven Claim. If and to the extent a Disputed Claim is determined to be a Proven Claim, the Trustee shall distribute the appropriate payment to that Trust Creditor in respect of its Proven Claim within 10 days of that determination. If a Disputed Claim is not determined to be a Proven Claim, then such withheld amount shall be dealt with at the discretion of the Trustee.

3.5 ASSIGNMENT AND RELEASE

Other than in respect of a payment on the First Interim Distribution Date or the Second Interim Distribution Date pursuant to section 3.2 of this Proposal, the Unsecured Creditors hereby agree to postpone payment of their Unsecured Creditor Claims to the Final Distribution Date as against the Company and as against any person who is jointly and severally liable for such Unsecured Creditor Claims including, without limitation, the Sponsor.

Upon the Trustee paying the Unsecured Creditor Fund to the Unsecured Creditors under the Proposal, each Unsecured Creditor shall:

- (a) assign the right and benefit in that portion of its Unsecured Creditor Claim which it has received from the Unsecured Creditors Fund to the Sponsor; and
- (b) provided the Direct Trust Claims have been paid in full, release the Sponsor and directors and officers of the Company from all Trust Claims that arose before the Filing Date and that relate to the obligations of the Company or the Sponsor prior to the Filing Date, regardless of the date of crystallization of such Claims, where the directors or officers are, by law, liable in their capacity as directors or officers for the payment of such obligation but shall not include claims that are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors.

ARTICLE IV PRIORITY PAYMENTS

4.1 TRUSTEE'S FEES

The Trustee's Fees will be paid by the Company in priority to payment of all Proven Claims in accordance with the provisions of the BIA from the proceeds of the Sale Transactions or from the Company's ongoing business operations.

4.2 PAYMENT OF PRIORITY CREDITORS

The Trustee shall pay the following from the amounts paid to the Trustee pursuant to the Approval Order or Section 2.4 of the Proposal as applicable:

- (a) all Crown Claims within 6 months of the date the Approval Order is made;
- (b) all Employee Priority Claims, if any, immediately after the granting of the Approval Order; and
- (c) any other Priority Claims in accordance with Subsection 136(1) of the BIA prior to any distribution to the Unsecured Creditors Class.

ARTICLE V CONDITIONS PRECEDENT

5.1 CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

The Effective Date is subject to the satisfaction or waiver of the following conditions precedent:

- (a) The Proposal being approved by the Unsecured Creditor class by the requisite percentages in relation to both numbers of the Unsecured Creditors voting and to the dollar amounts of Proven Claims of Unsecured Creditors voting in accordance with the provisions of the BIA;
- (b) The Approval Order has been issued and has not been stayed by an appeal of the Approval Order; and
- (c) All other actions, documents and agreements necessary to implement the Proposal shall have been effected and executed.

5.2 WAIVER OF CONDITIONS

Any conditions precedent contained in Section 5.1 hereof, other than Subsections 5.1(a) and 5.1(b), may be waived by the Company with the prior consent of the Trustee.

ARTICLE VI DELIVERY OF NOTICES AND DISTRIBUTIONS UNDER THE PROPOSAL

6.1 NOTICES AND PAYMENTS TO UNSECURED CREDITORS

Any notices, correspondence and distributions to Creditors under or in relation to the Proposal shall be delivered to the address provided by each Creditor in its Proof of Claim, unless the Trustee is notified by a Creditor in writing of an alternative address for delivery.

6.2 UNDELIVERABLE DISTRIBUTIONS

If any distribution to a Unsecured Creditor under the Proposal is returned to the Trustee, the Trustee shall make its best efforts to locate the Unsecured Creditor. Undeliverable distributions shall be retained by the Trustee until they are claimed or until the date of the Trustee's discharge, after which they shall, subject to Section 154(1) of the BIA and Directive No. 18 of the Superintendent of Bankruptcy, be paid over by the Trustee to the Superintendent of Bankruptcy.

6.3 WITHHOLDING TAXES AND SUPERINTENDENT'S LEVY

All distributions made by the Trustee pursuant to the Proposal shall be made net of all applicable levies in accordance with the BIA and regulations thereto, including the levy imposed by the Superintendent of Bankruptcy under the BIA.

Notwithstanding any other provision of the Proposal, each Unsecured Creditor that is to receive a distribution pursuant to the Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any governmental entity (including income, withholding and other tax obligations on account of such distribution).

ARTICLE VII MEETING OF THE UNSECURED CREDITORS

7.1 MEETING

The Meeting for the Unsecured Creditor Class to consider and vote on the Proposal shall be conducted in accordance with Division 1-General Scheme for Proposals of the BIA.

7.2 VOTING

The Proposal is to be voted on by the Unsecured Creditor Class at the Meeting.

For the purposes of voting each Unsecured Creditor shall have one vote for the purposes of determining a majority in number and each Unsecured Creditor shall be entitled to one vote for each \$1.00 of its Proven Claim for the purpose of determining a majority in value.

7.3 PROXIES AND VOTING LETTERS

Unsecured Creditors will be entitled to vote at the Meeting by proxy or voting letter. The particulars with respect to voting by proxy or voting letter will be detailed in the package provided to the Unsecured Creditors by the Trustee and will be binding upon all Unsecured

Creditors.

7.4 ADJOURNMENT OF MEETING

The Chair of the Meeting may adjourn the Meeting for any of the purposes as indicated in section 52 of the BIA upon such terms as are considered appropriate by the Chair upon notice to those persons present at the Meeting.

7.5 INSPECTORS

At the Meeting, the Unsecured Creditors may appoint one or more but not exceeding five inspectors (the "Inspectors") under the Proposal whose duties will be restricted to the following:

- (a) to advise the Trustee in connection with its actions under the Proposal or any amendment thereto as the Trustee may, from time to time, request;
- (b) to advise the Trustee concerning any dispute which may arise as to the validity of claims of Unsecured Creditors under the Proposal;
- (c) to extend the Distribution Date and/or Effective Date provided for under the Proposal; and
- (d) to advise the Trustee in respect of such other matters as may be referred to the Inspectors by the Trustee.

The Custodian will serve as an Inspector if appointed by the Unsecured Creditors.

In the event the Unsecured Creditors do not elect to appoint Inspectors under the Proposal, the Trustee shall be entitled to proceed as if authorized by the Inspectors and, subject to taxation thereof, to be paid by the Company for services rendered by it pursuant and in relation to the Proposal.

The Trustee, and the Inspectors, should any be appointed, shall be exempt from all personal liability for any wrongful act, default or neglect (other than fraud, willful misconduct or gross negligence) in fulfilling any duties or exercising any powers conferred upon them by the Proposal, the BIA or generally in carrying out the terms of the Proposal.

ARTICLE VIII AMENDMENTS AND MODIFICATIONS

8.1 AMENDMENT OF PROPOSAL

The Company reserves the right, with the consent of the Trustee, and in consultation with the Custodian, to amend the Proposal at any time prior to the Meeting.

8.2 MODIFICATION OF PROPOSAL

After the Meeting, the Proposal may be modified from time to time:

- (a) if the amendment is considered by the Trustee and the Inspectors (should any be appointed) to be non-substantive in nature, with the approval of the Trustee and the majority of the Inspectors (should any be appointed);
- (b) upon a vote conducted by the Trustee at a further meeting of Unsecured Creditors; and
- (c) by the Court at any time on application of the Company or the Trustee and upon notice to those determined by the Company and the Trustee to be directly affected by the proposed modification, whether an Unsecured Creditor or not.

8.3 WAIVERS

Other than the conditions precedent contained in Subsections 5.1(a) and 5.1(b) hereof, any provision of the Proposal may be waived, with the consent of the Trustee, by the Unsecured Creditor Class or by an Unsecured Creditor affected by the provision.

ARTICLE IX APPLICATION FOR APPROVAL ORDER

9.1 APPLICATION FOR APPROVAL ORDER

After the Proposal has been approved by the Unsecured Creditors by the requisite percentages in relation to both numbers of Unsecured Creditors and dollar amounts of Proven Claims of Unsecured Creditors voting on the resolution at the Meeting, the Trustee will apply to the Court for the Approval Order in accordance with section 58 of the BIA.

9.2 CONTINUATION OF THE STAY OF PROCEEDINGS

Except as against the Unaffected Creditors, the stay of proceedings provided for in Subsection 69.1(1) of the BIA will be continued in full force and effect from the date of filing of the Proposal until the Completion Date, or if the Company becomes bankrupt, the date of bankruptcy.

ARTICLE X GENERAL

10.1 CERTIFICATE OF FULL PERFORMANCE OF PROPOSAL

Following the Completion Date, the Trustee shall give to the Company and the official receiver a certificate, in the prescribed form, in accordance with Section 65.3 of the BIA.

10.2 FURTHER ACTIONS

The Company will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Proposal and to give effect to the transactions contemplated hereby.

10.3 NOTICES

All notices and correspondence relating to the Proposal and to be delivered to the Company or the Trustee shall be made in writing and shall be delivered either personally, by email, by telecopy, by regular mail, by registered mail or by certified mail, return receipt request, at the following address:

c/o FTI Consulting Canada
Inc. 701 West Georgia
Street
Suite 1502
Vancouver, BC V7Y 1C6
Telephone: (604) 601-5691 Facsimile: (604) 801-5911

And if to a Unsecured Creditor, at its address set forth in the last Proof of Claim deposited with the Trustee, or at such other address of which the Unsecured Creditor has subsequently given the Trustee notice in writing.

10.4 DATE & REFERENCE

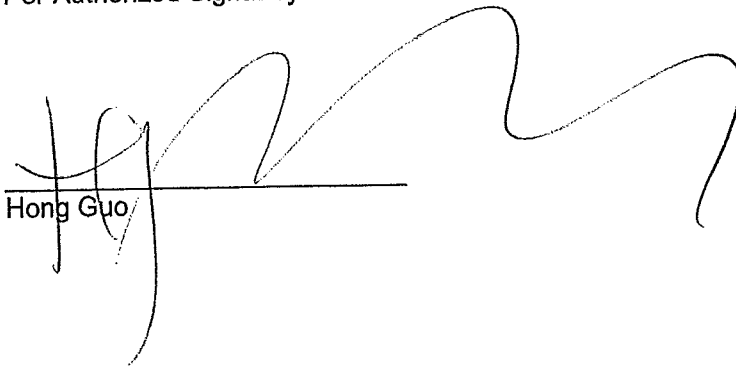
The Proposal may be referred to as being the Proposal of the Company dated for reference February 17, 2017.

10.5 SUCCESSORS AND ASSIGNS

The Proposal is binding upon the Company and the Unsecured Creditors and their respective heirs, executors, administrators, successors and assigns.

DATED at the City of Vancouver, Province of British Columbia this 30th day of March, 2017.

GUO LAW CORPORATION
Per Authorized Signatory


A handwritten signature in black ink, appearing to be 'Hong Guo', is written over a horizontal line. The signature is stylized and extends to the right of the line.

Schedule 1

Current Estimated Values of the Properties and Encumbrances Thereon

Consolidated Real Property of Hong Guo and Guo Law Corporation

Schedule 1 - Table of Real Property Equity

	2016 Assessed Value	FMV	Mortgages		Other Encumbrances	Transaction Costs	Estimated Equity
			#	Rate			
<u>Hong Guo's Investment Property (the "Group A")</u>							
143-5951 Minoru Blvd., Richmond, BC	370,400	370,400			\$35,828.91 of inter-alia Judgment Van. Reg. S166116 (Andrews Realty)	15,112	319,459
6351 Francis Road, Richmond, BC	1,655,000	1,655,000	1st	2.60%	\$35,828.91 of inter-alia Judgment Van. Reg. S166116 (Andrews Realty)	53,650	458,913
			2nd	9.00%			
1736 St. John Street, Regina, SK	112,300	175,000			Lien claim of \$59,900	8,750	106,350
Saskatchewan Farmland	724,500	1,191,000	1st	4.30%		59,550	855,450
1) Fillmore RM	124,000	272,000				13,600	
2) Key West RM	229,700	346,000				17,300	
3) Caledonia RM	370,400	573,000				28,650	

Mytopia Inc. (Hong Guo has a 35% shareholder interest) (the "Group A")

Surrey Development Properties	12,525,400	16,192,000	1st	6.90%		489,760	2,713,284
1) 16725 15 Avenue, Surrey, BC	8,879,000		2nd	12.00%			
2) 16530 16 Avenue,	1,667,500						

Surrey, BC
 3) 16616 16 Avenue,
 Surrey, BC 1,978,900

Potential recovery of equity due to split of \$400,000 inter-alia mortgage between 6351 Francis Road and 5080 Linfield Gate 200,000
 Recovery of equity due to split of \$35,828.19 inter-alia Judgment Van. Reg. S166116 (Andrews Realty) between 143-5951 Minoru Blvd, 6351 Francis Road, 5080 Linfield Gate and 200-6061 No. 3 Road 35,829
 Estimated tax impact of the sales -740,000

Total estimated equities from the Group A: 3,949,285

Hong Guo's Home (1/2 interest) (the "Home")

5080 Linfield Gate, Richmond, BC	2,389,000	2,389,000	1st	3.04%	\$646,481.51	\$35,828.91 of inter-alia Judgment Van. Reg. S166116 (Andrews Realty)	75,670	315,510
			2nd	9.00%	\$400,000.00			
			3rd	10.95%	\$600,000.00			

Potential recovery of equity due to split of \$400,000 inter-alia mortgage between 6351 Francis Road and 5080 Linfield Gate (50%) 100,000
 Potential recovery of equity due to split of \$600,000 inter-alia mortgage between 5080 Linfield Gate and 200-6061 No. 3 Road (50%) 150,000
 Recovery of equity due to split of \$35,828.19 inter-alia Judgment Van. Reg. S166116 (Andrews Realty) between 143-5951 Minoru Blvd, 6351 Francis Road, 5080 Linfield Gate and 200-6061 No. 3 Road 35,829

Total estimated equities from the Home: 601,339

Total estimated equities of Group A, and Hong Gou's Home: 4,550,624

Schedule 2

Proposal Support Agreement
Dated for Reference March 30, 2017

AMONG

Hong Guo
5080 Linfield Gate
Richmond, BC V7C 4L4

(the "Sponsor")

AND

Guo Law Corporation
6061 No. 3 Road
Richmond, BC V6Y 2B2

(the "Company")

WHEREAS

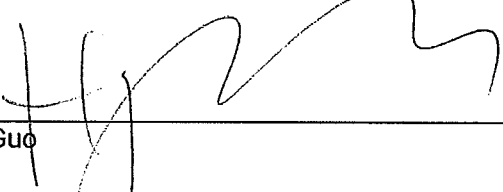
- A. The Company has filed a Notice of Intention to Make a Proposal pursuant to the *Bankruptcy and Insolvency Act* in the form attached hereto as Schedule "A" (the "Proposal"); and
- B. The Sponsor desires to fund the Company's proposal by selling her personal assets and taking steps to recover funds for the benefit of the Company and its creditors;

In consideration for the mutual promises contained herein, the parties agree as follows:

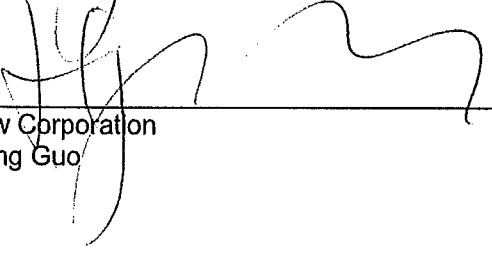
- 1. All defined terms herein have the same meaning as defined in the Proposal.
- 2. The Sponsor agrees to be bound by the terms of the Proposal.
- 3. The Sponsor hereby irrevocably appoints the Trustee to sell the Properties in accordance with the terms of the Proposal. The Trustee will, in consultation with the Sponsor, retain the services of local real estate professionals to market and list the Properties. The Sponsor shall, from time to time, provide the Trustee with minimum transaction prices for each of the Properties, and the Trustee shall have full authority to execute binding agreements to sell such Properties on behalf of and in the name of the Sponsor provided the transaction price is in excess of the minimum transaction price for each such property. The Sponsor herself shall undertake such steps in support of marketing and sales of the Properties as the Trustee may reasonably request. The Sponsor will pay all net sale proceeds to the Trustee in accordance with the terms of the Proposal.
- 4. The Sponsor agrees not to take any steps to encumber the Properties including but not limited to granting any mortgages or consenting to judgment that could be registered

against the Properties, without the prior consent of the Trustee, the Inspectors (if any are appointed), and the Custodian. To the extent judgments are registered against any of the Properties, the Sponsor agrees to take all reasonable steps to obtain a judicial stay of proceedings of such judgments pending completion of the Proposal.

5. The Sponsor agrees to advance the Recovery Proceedings, and to take all reasonable steps to exhaust recourse in respect of same. The Sponsor further agrees to pay any net proceeds of the Recovery Proceedings to the Trustee in accordance with the terms of the Proposal.
6. The Company agrees that, if all Proven Claims are paid in full and if there are any excess funds from the Sale Transactions or the Recovery Proceedings, that it will reimburse the Sponsor for any costs incurred in the Sale Transactions and the Recovery Proceedings for which the Sponsor remains liable at the Effective Date.
7. The Company agrees to comply with the terms of the Proposal.
8. It is a condition precedent to this agreement that the Proposal be approved by the requisite majorities and that the Approval Order be pronounced.



Hong Guo



Guo Law Corporation
Per: Hong Guo

EXHIBIT G

**IN THE MATTER OF THE PROPOSAL OF
GUO LAW CORPORATION
OF THE CITY OF RICHMOND, PROVINCE OF BRITISH COLUMBIA**

FTI CONSULTING CANADA INC., TRUSTEE

Minutes of the First Meeting of Creditors of Guo Law Corporation held at, Suite 950 - 609 Granville Street, Vancouver, BC, on March 10, 2017 commencing at 2:30 P.M.

Present:

Gary Sam	- Chairman, Office of the Superintendent of Bankruptcy
Craig Munro	- Trustee, FTI Consulting Canada Inc.
Scott Gallon	- Trustee's Associate, FTI Consulting Canada Inc.
Tim Sabitov	- Office of the Superintendent of Bankruptcy
Aman Mann	- Office of the Superintendent of Bankruptcy
Creditors	- Per attached Attendance List (Exhibit "A")

1. Due to the high number in attendance, the meeting was adjourned for a short period to process the remaining claims and sign the attendance sheet.
2. Mr. Sam announced that the remaining proofs of claims can be presented to trustee after the meeting.
3. Mr. Sam explained the protocol to follow during the question period
4. Mr. Sam called the meeting to order at 2:50 P.M.
5. Mr. Sam announced that he was acting as Chairman under the authority of Section 51(3) of the Bankruptcy and Insolvency Act (the "BIA"). The Chairman advised that any decision he makes as a chair may be appealed in court.
6. Mr. Sam declared that quorum is present. Pursuant to section 106(1) of the BIA on creditor entitled to vote, or the representative of such creditor constitutes a quorum for a meeting of creditor. The trustee's Proof of Mailing and Notice of this meeting were examined. The meeting was declared duly called and properly constituted.
7. Mr. Sam advised that the purpose of this meeting was to consider the affairs of the debtor, to vote on the debtor's proposal and if accepted to appoint the inspectors for the estate.
8. Mr. Sam introduced Craig Munro, the trustee of FTI Consulting Inc.; Hong Guo, Guo Law Corporation representative; Scott Gallon, trustee's associate; Tim Sabitov and Aman Mann, representatives of the Office of the Superintendent of Bankruptcy.

9. Mr. Sam announced that trustee tabled the following documents for this meeting of Creditors:
- Statement of Affairs
 - Affidavit of Mailing
 - Trustee's Preliminary Report (Exhibit "B")
10. Mr. Sam deferred to Mr. Munro to deliver his report on the proposal and asked attendees to refrain from speaking up or questioning Mr. Munro about the proposal until after the proposal report was delivered.
11. Mr. Munro verbally delivered the Trustee's Report to those in attendance (attached hereto as Exhibit "B").
12. Mr. Munro added that Michael Rhodes was appointed as custodian on behalf of the Law Society and is present today at this meeting.
13. Mr. Munro clarified that only "trust creditors" are affected by this proposal. The "trade creditors", "post filing trade creditors" and secured creditors will not be affected by this proposal and will be paid in normal course in accordance with existing arrangements or loan agreements. The "trust creditors" is the only group that was asked to vote on this proposal.
14. Mr. Munro explained that the proposal defines two types of trust claims, direct trust claims as well as any penalties or damages that occurred as a result of the theft in the trust account. He further clarified that creditors have to file a separate proof of claim for those damages and/or penalties.
15. Mr. Munro enquired if there were any questions after presentation of the report and the following questions and discussion ensued:
- *Michael Rhodes representing BC Law Society:* Question about the equity in the properties that are being sold. Is there anything to prevent other security interests registered against the properties to reduce the equity in those properties?
Mr. Munro: In support on the proposal Ms. Guo has signed a support agreement so she has undertaken the pact not to allow for anybody further incumbent those properties.
Ms. Guo: The secured creditors are registered under office and the office is not in the list of the assets.
 - *Daniel Yaverbaum counsel representing Zhao Yan Wang:* What has trustee done to see how much her assets are valued at?
Mr. Munro: We had limited access because she (Ms. Guo) has not filed a personal proposal. To answer your question we have not done any work on that.
Daniel Yaverbaum: Question on the 3.5(B) of the proposal page 11. If direct trust claims are paid the creditors are asked to release Guo Law Corporation from every claim creditors have. It seems that if trust claimants are not being paid for indirect trust claims than they should not release Guo Law Corporation from those indirect trust claims.
Mr. Munro: If she repays direct trust claims in full your issue is that you are release Guo Law Corporation from indirect trust claims as well. She is making restitution on the full amount

of the actual theft so it's a business decision of each individual creditor unless she (Ms. Guo) wants to change that provision of the proposal.

Daniel Yaverbaum: That is what I would suggest.

Mr. Munro: I will speak with Ms. Guo about that, we'll have to think on some of these issues and if you have others, now is the time to bring them up. We'll ask for 30 days to deal with some of these issues.

- One of the creditors asked if the above questions can be translated.
- *Daniel Yaverbaum:* We have claims against Ms. Guo in personal capacity and are asked to give this up without being paid.
Mr. Munro: I will take your point under advisement and will discuss the issue with Ms. Guo.
Daniel Yaverbaum: Last point is in regards to September 2018, the number seems to be very tight between 4.5 and 4.2 million. He understands Ms. Guo's situation but the date should be pushed up a little bit and suggests it to be 12 months.
Mr. Munro: Will also take it under advisement.
- A creditor asked if the above said can be translated.
Mr. Sam: Advised that the meeting is in English and cannot be translated by the debtor during the meeting. He apologized and advised that if the creditor wishes to translate the meeting she should have someone sit beside her who understands English and translate after the meeting.
- *Mathew Beharry representing Andrews Realty:* The question is in regards to Other Funds on page 8 of the proposal, paragraph 3. What is Ms. Guo's hourly rate that she will be deducting for the services?
Mr. Munro: Ms. Guo's normal rate is \$400 an hour but with this provision she will set her rate to \$200 an hour.
Mathew Beharry: She will pay herself \$200 an hour for all work she does?
Mr. Munro: This provision is intended to take profits of the company when the corporation is profitable. Right now the corporation is not profitable but when she gets back to the position of profitability Ms. Guo will offer her services to the corporation at reduced rate, so the funds will be transferred to the trustee less her deduction amount.
- *Michael Rhodes:* From his understanding the direct trust claims and indirect trust claims will be paid out at the same time. If the direct trust claims are paid out in full than all indirect trust claims will be paid out in full as well.
Daniel Yaverbaum: So direct trust claims do not get priority over indirect trust claims?
Mr. Munro: I think they changed that, your proven direct trust claims are paid on the same basis as your indirect trust claims. There will never be a release unless your get paid out on both.
- *David Georgetti counsel representing Angus Wong Enterprises:* Is there a list of those designated to be direct and indirect trust claims or is that process still ongoing?
Mr. Munro: Trustee usually mails a notice to all the creditors but because of the purpose of confidentiality the BC Law Society did not want to make names of Ms. Guo's clients public so the names were redacted from the initial mailing. The issue was carried forward and BC Law

Society wanted to file proof of claim on behalf of all trust creditors and identify them by a file number. The Guo Law Corporation, BC Law Society and Trustee will know the names of those affected but to the public they will only be designated by the file numbers. The BC Law Society filed a direct trust proof of claim so if your client feels that they have an indirect trust claim they have to file an additional on top of BC Law Society claim to notify trustee that you believe you have a claim.

David Georgetti: I take it that it will be amended if there are accounting issues, so the amount is not final?

Mr. Munro: The process is you file your claim, trustee reviews it with the consultation with the company (Guo Law Corporation), determine if it is valid and acceptable proof of claim. If we don't agree than there is a dispute process to deal with that. Before the dividend goes out for indirect claim we would have agree on that value.

David Georgetti: The question was raised if a Law Society filed a proof of claim on behalf of trust claimants, are those claims are deemed to be direct? Trustee verified that this was correct and that he would have oversight of the sale of the property.

- *Xiao Sun representing Lei Yin:* His name (Lei Yin's) is under unsecured creditor so we want to clarify if he will be last person to get money back because he is unsecured creditor? The form trustee emailed to us shows the list of the creditors and his name (Lei Yin's) is under unsecured creditor. We want to know what unsecured creditor means.

Mr. Sam: I will defer this to Mr. Munro and ask him to elaborate on two classes of creditors.

Mr. Munro: Explained legal definition of unsecured and secured creditor. Your client's claim is a direct trust claim, the Form 78 you are referring to includes the general creditors; trade creditors, BC Hydro, other normal suppliers to Guo Law Corporation and the trust creditors. The proposal excludes general creditors so they will get paid in the normal course of the business, your client is a trust creditor who this proposal is being offered to.

Xiao Sun: Sorry I do not understand.

Mr. Sam: Elaborated on the two separate classes of creditors in this proposal. One is being administered by the BC Law Society and the other that fall under the normal course of business. The claim you are representing is covered under BC Law Society Claim, you will get paid out from the assets trustee can realize on the other creditors that do day to day services for her will rely on her to pay once the proposal is accepted.

Mr. Munro: Your part is covered, the form includes both basket of creditors; trade creditors and trust creditors who are unsecured creditors but in this proposal the trust creditors will share the sale of the properties.

- Mr. Sam asked if there were any further questions or concerns for the trustee of the debtor.

16. Mr. Sam elaborated that trustee did not have a chance to vet the proofs of claims filed by the BC Law Society nor he had a chance to vet some of the claims that came to his attention prior to the meeting.

17. Mr. Sam marked the claim which represented by BC Law Society as objected and any other claims that trustee cannot substantiate as being valid.

18. Mr. Sam announced that pursuant to section 52 to the Act, the meeting adjourned for the voting on the proposal for 30 days so trustee can determine which claims are legitimate and which claims are eligible to vote on this proposal.

Motion

19. UPON MOTION MADE by Daniel Yaverbaum counsel representing Zhao Yan Wang, seconded by Michael Rhodes of the BC Law Society, the meeting was adjourned for 30 days.

Resolved

20. Pursuant to Section 52 of the Act, the meeting of creditors to consider the proposal on Guo Law Corporation was adjourned to April 10, 2017 at 2:00 P.M. at Suite 950 - 609 Granville Street, Vancouver, BC.

Additional Notes

- *David Georgetti:* Suggested to have notice go out in Chinese to the creditors advising them if they need a translator they have to arrange their own.
Mr. Munro: I will discuss this with Ms. Guo, we will be sending out the notice and will do our best to translate it.
Mr. Sam: The issues should have been addressed by trustee if they were aware that majority of the creditors do not understand English. Unfortunately we cannot change the process as it stands and cannot have debtor translate while meeting is taking place. We will leave it in trustee's hands to determine the need of the interpreter.
Xiao Sun: Added that she understands English but not the legal term so would prefer a translator as well.
- *Rachyl Myar representing Signletun Vryhart:* Can we still ask more questions or follow up on our concerns?
Mr. Sam: Trustee can still address your concerns but it will be better to put your question in writing. Once the meeting is adjourned and reconvened, if there are any concerns that arise in the 30 day period you can bring them up at reconvened meeting. Trustee can also address your concerns before the reconvened meeting.

As there was no further matter to discuss, the meeting was adjourned at 3:36 P.M.



Gary Sam, Chairman

Exhibit "A"

FIRST MEETING OF CREDITORS In the matter of the Proposal of Guo Law Corporation

Date: _____
March 10, 2017
Superintendent Estate No.: 11-2204779

Signature	Name (Print)	Representing	Amount of Claim	Remarks
	Tim Sabitov	OSB		
	Anurdeep Kaur	OSB		
	Jonathan Lee	OSB		
	Xuey X. Zhang	Guo Law Corp		
	Wei Kim	"		
	X. Daryang	Guo Law		
	Pauline	Inter-Connect	25,78.24	
	Pauline	Inter-Connect		
	Xiang Sun Xiang Sun	Lei Yin		
	John Sun Jr with Bill Lee	Jiansuo (John) Sun Jun Yuan		

FIRST MEETING OF CREDITORS
In the matter of the Proposal of Guo Law Corporation

Date: March 10, 2017

Superintendent Estate No.: 11-2204779

Signature	Name (Print)	Representing	Amount of Claim	Remarks
	Matthew Solway	Trustee	\$53,680	total already
	Matthew Lam	Partner	\$28,122.50	No more to
	Heng Fung			
	Li Sheng			
	Shandeng Li			
	Liang Yun Xian			
	Daniel Kuehnel counsel	Yates Wang	750,500	
	Daniel Kuehnel counsel	Hanson Wang	\$82,602.40	
	Jia Ping Wang	" "		
	Hui Gu	" "		

over 71.

FIRST MEETING OF CREDITORS
In the matter of the Proposal of Guo Law Corporation

Date: March 10, 2017

Superintendent Estate No.: 11-2204779

Signature	Name (Print)	Representing	Amount of Claim	Remarks
	Yue Zhang Xie Zhang	1602-36	\$2,856.52	
	MICHAEL KENNEDY	1604-02	\$14,015.04	
	MICHAEL KENNEDY	1601-15	217,000.00	
	MICHAEL KENNEDY	MISC16002	19,000	
	MICHAEL KENNEDY	1603-54	636,858.17	
	MICHAEL KENNEDY	1510-51	1,269.54	
	MICHAEL KENNEDY	1506-19	76,250.00	
	Paul Murolo	FTI Consultly.		
	GARY SPAN	OSB		
	Scott Galka	FTI		

**IN THE MATTER OF THE PROPOSAL OF
GUO LAW CORPORATION
OF THE CITY OF RICHMOND, PROVINCE OF BRITISH COLUMBIA

FTI CONSULTING CANADA INC., TRUSTEE**

Minutes of the Reconvened Meeting of Creditors of Guo Law Corporation held at, YWCA, McMillan Bloedel Conference Room, 353 Hornby Street, Vancouver, BC, on April 10, 2017 commencing at 2:00 P.M.

Present:

Gary Sam	- Chairman, Office of the Superintendent of Bankruptcy
Craig Munro	- Trustee, FTI Consulting Canada Inc.
Scott Gallon	- Trustee's Associate, FTI Consulting Canada Inc.
Tim Sabitov	- Office of the Superintendent of Bankruptcy
Aman Mann	- Office of the Superintendent of Bankruptcy
Creditors	- Per attached Attendance List (Exhibit "A")

1. Due to the high number in attendance, the meeting was adjourned for a short period to process the remaining claims and sign the attendance sheet.
2. Mr. Sam explained the protocol to follow during the question period
3. Mr. Sam called the meeting to order at 2:10 P.M.
4. Mr. Sam announced that he was acting as Chairman under the authority of Section 51(3) of the Bankruptcy and Insolvency Act (the "BIA"). The Chairman advised that any decision he makes as a chair may be appealed in court.
5. Mr. Sam declared that quorum is present. Pursuant to section 106(1) of the BIA on creditor entitled to vote, or the representative of such creditor constitutes a quorum for a meeting of creditor. The trustee's Proof of Mailing and Notice of this meeting were examined. The meeting was declared duly called and properly constituted.
6. Mr. Sam advised that the purpose of this meeting was to reconvene the meeting from March 10, 2017 in regards to original filing by Guo Law Corporation.
7. Mr. Sam introduced Craig Munro, the trustee of FTI Consulting Inc.; Hong Guo, Guo Law Corporation representative; Scott Gallon, trustee's associate; Tim Sabitov and Aman Mann, representatives of the Office of the Superintendent of Bankruptcy.

8. Mr. Sam announced that trustee tabled the following documents for this meeting of Creditors:

- Amended Division I Proposal

9. Mr. Sam deferred to Mr. Munro to deliver his report on the amended proposal.

10. Mr. Munro verbally delivered a report on the amended Div I proposal to those in attendance.

11. Mr. Munro addressed concern of the Office of the Superintendent of Bankruptcy and the proposal now includes "trade creditors" as well as "trust creditors". There is approximately \$450,000 of trade creditors which are now being included into the proposal.

12. Mr. Munro advised that if proposal is not accepted today the Guo Law Corporation will be put into bankruptcy. In that scenario "trade creditors" will get nothing and "trust creditors" will be left in the same position they are today, trying to get access to the assets that are being offered by Ms. Guo under this proposal.

13. Mr. Munro pointed to section 2.2 on page 8 of the proposal which was amended to clarify that once Guo Law Corporation returns to profitability, Ms. Guo will charge \$200 per hour for her services and all other profits will be forwarded to recovery proceedings of this proposal.

14. Mr. Munro suggested that it is in everyone's best interests to support the amended proposal.

15. Mr. Munro enquired if there were any questions after presentation of the report and the following questions and discussion ensued:

- *Rachyl Myar representing Signletun Vryhart*: If creditor submitted a derivative claim before the amendment of the proposal will the claim still be valid?

Mr. Munro: Yes

- *Daniel Yaverbaum counsel representing Zhao Yan Wang*: I have instructions on how to vote on this proposal from a client but don't have signed proxy or voting letter; can I execute a voting instructions letter to custodian to vote on Ms. Wang's share? Initially the Chairman rejected the vote as Daniel Yaverbaum did not have valid proxy or voting letter.

David Georgetti counsel representing Angus Wong Enterprises: Brought Annotation G\$15(4) of the Act to the attention of the Chairman: "Where the proxy for an individual creditor is given by some person other than the creditor, e.g., an authorized agent, the authority of the person giving the proxy should be proved in a satisfactory manner to the chair of the meeting."

Daniel Yaverbaum who represents one of the trust creditors, signed the proxy authorizing Michael Rhodes to vote on this Proposal.

The Chairman accepted Michael Rhodes' authority to vote.

- *Michael Rhodes representing Law Society*: Suggested that article 2.2, last paragraph should have a cap of \$15,000 per month

Mr. Munro: To clarify you are moving to amend last paragraph of article 2.2 to; "If, through its ongoing operations in the future, the Company is able to return to profitability, the Company will pay its profits thereafter (net of the economic value of the services rendered to it by the Sponsor based on one half of her usual hourly rate of \$400, to the maximum of \$15,000 per month) to the Unsecured Creditor Fund."

Moved by Michael Rhodes and seconded by *Daniel Yaverbaum* to amend section 2.2 of the proposal to impose \$15,000 per month limit that Sponsor can charge for services offered to Guo Law Corporation.

- *Liu Haiyan:* Is the proposal enough to pay all "trust creditors" and "trade creditors"?
Mr. Munro: This is certainly the intention but until we sell properties we will not have exact amount. It depends on market fluctuation but appraisals and property assessments indicate that the value is there. There is also possibility to recover the stolen funds under fidelity insurance policy.
- *David Georgetti counsel representing Angus Wong Enterprises:* Any suggestions that insurance policy might be triggered?
Ms. Guo: We will be in arbitration next month and we are likely to get covered under fidelity. This is a private insurance for \$9,000,000 and covers employee theft. We have not received a positive or negative response yet and currently there are ongoing negotiations.

16. Vote on Proposal

Mr. Sam announced that pursuant to section 54(2)(d) of the Act, the proposal shall be deemed to be accepted by the creditors if, and only if, all classes of unsecured creditors vote for the acceptance of the proposal by the majority in number and two thirds in value of the unsecured creditors of each class present, personally or by proxy, at the meeting and voting on the resolution.

With respect to the secured creditors, pursuant to section 62(2) of the Act, a proposal accepted by the creditors and approved by the court is binding on creditors in respect of the secured claims in which the secured creditors voted for the acceptance of the proposal by a majority in number and two thirds in value of the secured creditors present, personally or by proxy, at the meeting and voting on the resolution to accept the proposal.

Pursuant to section 54(3), a creditor who is related to the debtor may vote against but not for the acceptance of the proposal.

Should the proposal be rejected and the required majority of unsecured creditors not be obtained, the debtor is deemed to have made an assignment in bankruptcy pursuant to section 57 of the Bankruptcy and Insolvency Act.

Motion

17. MOTION MADE by Michael Rhodes representative of the BC Law Society, seconded by Randolph Richardson representing Inter Corporate, to vote on the Proposal.

Vote

	\$	#	%\$	%#
Total Voting FOR	\$ 3,734,255.12	23	92.2%	92.0%
Total Voting AGAINST	\$ 314,751.43	2	7.8%	8.0%
Total Voting Claims	\$ 4,049,006.55	25	100.0%	100.0%

The Proposal has been accepted as the threshold for acceptance, being a majority in number and two thirds in value of creditors present personally or by proxy has been met.

Resolved

18. Mr. Sam declared motion is carried and the Div I Proposal is accepted.
19. Pursuant to section 14 of the Bankruptcy and Insolvency Act Trustee Affirmation is required

Motion

20. UPON MOTION MADE by David Georgetti counsel representing Angus Wong Enterprises, seconded by Randolph Richardson representing Inter Corporate, Craig Munro of FTI Consulting is affirmed as trustee.
21. Pursuant to section 56 of the Act, the creditors may appoint up to five inspectors for the Proposal. Mr. Sam explained inspector duties and obligations.

Inspector Nominations

- David Georgetti counsel representing Angus Wong Enterprises nominated Michael Rhodes representative of BC Law Society
- Nick Narayan nominated Shirley Tan
- Randolph Richardson nominated himself

Motion

22. UPON MOTION MADE by Daniel Yaverbaum counsel representing Zhao Yan Wang, seconded by David Georgetti counsel representing Angus Wong Enterprises, Michael Rhodes nominated as inspector.
23. UPON MOTION MADE by Michael Rhodes representative of BC Law Society, seconded by Daniel Yaverbaum counsel representing Zhao Yan Wang, Shirley Tan nominated as inspector.
24. UPON MOTION MADE by Craig Munro, seconded by Shancheng Li, Randolph Richardson is nominated as inspector.

All in favor, no one opposed.


Resolved

25. Mr. Sam declared that motion is carried and all three inspectors are appointed.

Motion

26. UPTON MOTION MADE by David Georgetti counsel representing Angus Wong Enterprises, seconded by Randolph Richardson representing Inter Corporate, the meeting is adjourned.

As there was no further matter to discuss, the meeting was adjourned at 2:56 P.M.

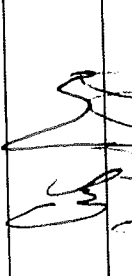



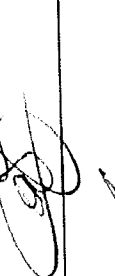
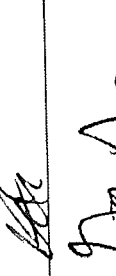


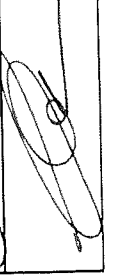



Gary Sam, Chairman

RECONVENED FIRST MEETING OF CREDITORS
In the matter of the Notice of Intention
To Make a Proposal of
Guo Law Corporation

Date: April 10, 2017

Superintendent Estate No.: 11-2204779

Signature	Name (Print)	Representing	Amount of Claim	Remarks
	CRAIG MUNRO	FT CONSULTING		TRUSTEE
	Scott Gallou	"		Rep Trustee
	Xue Fei Lu		10000	
	Nai Zheng		1696670.81	
	TIM SOBITOV	OSB		
	Amardeep Mann	OSB		
	GARY SAM	OSB		
	ROUNDIF D. HARRISON	INTER-CORPORATE.COM	25,078.24	
	M. RHODES	1604-02	14,015.04	
	M. RHODES	1603-54	686,858.17	

RECONVENED FIRST MEETING OF CREDITORS
In the matter of the Notice of Intention
To Make a Proposal of
Guo Law Corporation

Date: April 10, 2017

Superintendent Estate No.: 11-2204779

Signature	Name (Print)	Representing	Amount of Claim	Remarks
	M. A. Ford	1601-15	217,000	
	"	MISC 16002	10,000	
	"	1510-51	1,269.54	
	"	1506-19	76,250.00	
	"	1607-46	29,763.32	
	Yaping Li	1602-36	3569.91	
	Xue Zhang	1602-36	28158.52	
	Xiaoxi Li		80,000.00	
	TAOHG EGAN	Myopia Inc. (Surety Property)	—	
	LIZ KIM	Guo Law Corp.	—	

RECONVENED FIRST MEETING OF CREDITORS
In the matter of the Notice of Intention
To Make a Proposal of
Guo Law Corporation

Date: April 10, 2017

Superintendent Estate No.: 11-2204779

Signature	Name (Print)	Representing	Amount of Claim	Remarks
	Liu Haiyan		261,122.50	3.
Hong Guo	Hong Guo			
	Guo Jinyang			
	Min Guo		55834.01	
	David George	Angus Wang	\$80,000	
	XU HONG		30000.00	
	Shancheng Li		70000.00	see docs.
	Li Sheng	rise weekly Lahoo	70000.00	
	Lucy X. Zitaro	N/A employee		
	Rachael Mays	Superior Management		

