

IN THE SUPREME COURT OF BRITISH COLUMBIA IN THE BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF GUO LAW CORPORATION

FOURTH REPORT OF THE PROPOSAL TRUSTEE
September 21, 2021

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## INTRODUCTION

1. On January 6, 2017, Guo Law Corporation ("GLC" 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").
2. On January 6, 2017, G. Powroznik Group Inc. was appointed as the proposal trustee.
3. On January 13, 2017, pursuant to an order of this Honourable Court, the Initial Proposal Trustee was substituted by FTI Consulting Canada Inc. ("FTI") who had consented to act as the proposal trustee (the "Proposal Trustee") in this matter.
4. The reports of the Proposal Trustee and other information in respect of this proceeding are posted on the Proposal Trustee's website at http://cfcanada.fticonsulting.com/Guolawcorporation/.

## PURPOSE

5. On June 10, 2021, the Proposal Trustee sought and obtained an order of this Honourable Court providing the Proposal Trustee conduct of sale (the "Sale Order") with respect to certain properties (the "Lands") pledged by Hong Guo ("Guo"), the principal of the Guo Law Corporation ("GLC") which is the debtor company in these proposal proceedings.
6. The Sale Order included a provision that any sales were subject to the approval of this Court on notice to Guo and GLC.
7. Subsequent to the issuance of the Sale Order, the Proposal Trustee engaged a real estate agent to market and sell certain of the Lands. The Proposal Trustee now has two agreements of purchase and sale with respect to those properties.
8. Accordingly, this report is in support of an application by the Proposal Trustee to this Honourable Court for approval of those contracts of purchase and sale.

## TERMS OF REFERENCE

9. In preparing this report, the Proposal Trustee has relied upon unaudited financial information, other information available to the Proposal Trustee and, where appropriate, the Company's books and records and discussions with various parties (collectively, the "Information").
10. Except as described in this Fourth 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.
11. 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.
12. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

## BACKGROUND/CAUSES OF FINANCIAL DIFFICULTY

13. GLC was founded in 2011 as a law firm primarily focused on serving the needs of Sino-Canadian clients.
14. Commencing in or around mid-February 2016 the Company's consolidated trust accounts (the "Trust Accounts") were subject to a theft involving a number of transactions that occurred over the period of mid-February to late March 2016 (the "Theft").
15. The Theft was discovered by Guo in early April 2016. Upon discovering the missing funds in the Trust Accounts, Guo contacted the RCMP to report the Theft.
16. 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. to perform a forensic review of the Trust Accounts (the "Forensic Report").
17. As indicated in the Forensic Report, the total funds missing from the Trust Accounts approximated $\$ 6.619$ million.
18. Subsequent to discovering the theft, Guo arranged funding from related parties and from GLC's 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 resulting in a deficiency of $\$ 4.678$ million.
19. 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 GLC, limited to the trust account that GLC maintained with the Canadian Imperial Bank of Commerce.
20. 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 GLC suffered and several of the Company's clients affected by the deficiency in the Trust Accounts initiated litigation against Guo and GLC.
21. In the face of these challenges, on January 6, 2017, GLC filed an NOI to provide the Company with a stay of proceedings to provide the Company with some time to prepare a proposal for consideration by its creditors.

## UPDATE ON THE PROPOSAL PROCEEDINGS

22. On March 30, 2017, a proposal was prepared and signed by Guo on behalf of GLC (the "Proposal"). The intention of the proposal was to provide for the orderly sale of the Lands which were owned by Guo and listed by legal description in Schedule 1 of the Proposal (copy of Proposal attached as Appendix A).
23. Schedule 2 of the Proposal was a Proposal Support Agreement wherein Guo (the "Sponsor") agreed to sell the Lands.
24. Pursuant to the terms of the Proposal, the proceeds from the sale of the Lands would be directed to the Proposal Trustee in order to repay creditors, including those clients of GLC who had been affected by the Theft (the "Trust Creditors").
25. A meeting of creditors was held on April 10, 2017 at which time the Proposal was accepted by the requisite number of creditors and subsequently approved by this Honourable Court by an Order dated May 4, 2017.
26. The Proposal also included a provision that any recovery of funds pursuant to insurance policies held by GLC would also be directed to the Proposal Trustee for distribution to GLC's creditors.
27. The LSBC filed a claim in the proposal proceedings on behalf of all the Trust Creditors that were affected by the Theft. The LSBC claim was filed in the approximate amount of $\$ 4.3$ million (the "LSBC Claim").
28. GLC held a Lawyers Excess Professional Liability Insurance policy with Lloyd's Underwriters ("Lloyd's") which was in effect for the period of January 1, 2016 to January 1, 2017 (the "Lloyd's Policy").
29. Under the terms of the Lloyd's Policy, coverage was only extended to pay "on behalf of" persons who incurred a pecuniary loss by reason of misappropriation of trust funds.
30. As a result, in December 2017 Lloyd's made an application to this Honourable Court for approval to pay out $\$ 4$ million, but only on the basis that the funds would be used to repay the Trust Creditors and none of the funds would be used for the benefit of the unsecured trade creditors.
31. On December 6, 2017, this Honourable Court granted an order authorizing Lloyd's to pay $\$ 4$ million pursuant to the Lloyd's Policy directly to the LSBC to be distributed to the Trust Creditors (the "Lloyd's Order").
32. Subsequent to the granting of the Lloyd's Order, $\$ 4$ million was paid to the LSBC and as a result, the LSBC Claim was reduced to an approximate amount of $\$ 300,000$.
33. In or around May 2018, the Proposal Trustee was advised by the LSBC that parties related to Guo had paid the remaining $\$ 300,000$ pursuant to the LSBC Claim and taken a partial assignment of the LSBC Claim for the same amount.
34. As a result, the LSBC advised the Proposal Trustee that its claim had now been fully satisfied and it no longer had a claim in the GLC proposal proceedings.
35. The partial assignment of the LSBC Claim was also subsequently withdrawn.

## THE REMAINING UNSECURED CREDITOR CLAIMS

36. As a result of the withdrawal of the LSBC Claim, there are two pools of unsecured creditors remaining in the proposal proceeding of GLC. The first group of unsecured creditors have filed claims which the Company would accept as proven claims. The proven claims consist of 11 creditors totaling $\$ 54,953.16$ (the "Proven Claims").
37. The second group of unsecured creditors are disputed by GLC (the "Disputed Claims").
38. The Proven Claims are detailed as follows:

| Carlyle Shepherd \& Co | $\$$ |
| :--- | ---: |
| Do Process Software | $2,725.00$ |
| Global Chinese Press | $\$$ |
| Inter-Corporate Computer Services | $13,770.75$ |
| Manning Elliott | $\$$ |
| Print \& Cheques Now | $25,078.24$ |
| Richmond News | $\$$ |
| Strata Plan LMS 3045 - Three West Centre | $\$$ |
| United Reporting Service Ltd | $\$$ |
| Vancity Courier Logistic | $\$$ |
| Worldwide Air Couriers Logistics Ltd. | $\$$ |
|  | $\$$ |

39. The Disputed Claims are summarized as follows:

| Jianguo (Allen) Sun | $\$$ | $710,000.00$ |
| :--- | ---: | ---: |
| Jun Yuan | $\$$ | $710,000.00$ |
| IRL Constructions Ltd. | $\$$ | $391,302.99$ |
| Robert Grosz | $\$$ | $515,673.65$ |
| PLLR Lawyers | $\$$ | $993,430.59$ |
| Bank of Montreal | $\$$ | $870,518.17$ |
| Totals | $\$ 4,190,925.40$ |  |

40. Section 2.3 of the Proposal contains a provision that if GLC secured sufficient funds to pay the Proven Claims of all Unsecured Creditors in full, then the Sponsor was not required to take any further steps with respect to the sale of the Lands.
41. Section 3.4 of the Proposal contains a provision that any Disputed Claim is not entitled to a distribution until such time as the Disputed Claim is accepted as a Proven Claim, either by agreement or by order of the Court.
42. However, pending resolution of any Disputed Claim, the Proposal Trustee is required to withhold such amount as would be payable to the creditor if the Disputed Claim was a Proven Claim.
43. Upon satisfaction of the LSBC Claim, Guo indicated her desire to bring the Proposal proceedings to an end. Guo proposed that she could raise funds to satisfy the Proven Claims.
44. The Proposal Trustee and its counsel, as well as counsel to GLC advised that due to section 3.4 of the Proposal, an amendment to the Proposal addressing the Disputed Claims would be required and such amendment would require Court approval.
45. As a result, despite the fact that the Lands remained listed for sale, Guo was less motivated to sell any of the Lands.

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46. In or around April 2019, the Proposal Trustee was advised by GLC's counsel that it held sufficient funds to pay all of the Proven Claims in full and that GLC would be seeking to amend its Proposal.
47. The amendment contemplated providing security to those creditors with Disputed Claims such that if their claim was ultimately proven, they would not be adversely affected and would therefore consent to the amended proposal.
48. The Proposal Trustee and the Inspectors were supportive of the Company's plan to seek the consent of the remaining Disputed Claims to an amendment to the Proposal so that the Proven Claims could be paid in full and these proceedings brought to a conclusion.
49. The Proposal Trustee advised the estate Inspectors of GLC's plan to amend its Proposal and allow it to emerge from these proceedings. The Inspectors were supportive and resolved to keep the Proposal in good standing while awaiting the Company's Court application.
50. As a result of a number of issues which are discussed in detail in the Third Report of the Proposal Trustee, GLC was delayed in bringing its application to amend the Proposal.
51. On November 18, 2020, a Notice of Motion was filed by GLC with the matter to be heard on December 3, 2020 (the "Amendment Application").
52. However, Bank of Montreal ("BMO"), which holds one of the most substantial Disputed Claims, opposed the Amendment Application and the matter was adjourned generally.
53. With the passage of time and no response from Guo as to the timing for re-setting the Amendment Application or providing an alternative plan for bringing these proposal proceedings to a conclusion, the Proposal Trustee brought an application before this Honourable Court seeking the granting of the Sale Order.

## THE CONDUCT OF SALE PROCESS

54. Subsequent to the granting of the Sale Order, the Proposal Trustee directed its counsel to register caveats on title to the Lands located in British Columbia.
55. The Proposal Trustee gave consideration to the following factors in order to determine which of the Lands to list for sale:
(a) The quantum of the Disputed Claims and the status of the progress achieved by each of the creditors with a Disputed Claim in proving its claim;
(b) The estimated value of each of the properties included in the Lands and the mortgage debt associated with each property;
(c) The number of offers received on each property included in the Lands from the previous sale process;
(d) The perceived attachment of Guo to each of the properties included in the Lands; and
(e) The Proposal Trustee's experience with the real estate agents retained during the previous sale process.
56. Based upon the factors noted previously, the Proposal Trustee contacted the real estate agent used in the previous sale process for three farm properties located in Saskatchewan (the "SK Agent"). The three properties (collectively the "Farm Properties") are:
(a) An approximately 695 acre farm consisting of five parcels located near Kayville, SK (the "Key West Farm");
(b) An approximately 853 acre farm consisting of six parcels located near Parry, SK (the "Caledonia Farm"); and
(c) An approximately 319 acre farm consisting of two parcels located near Fillmore, SK (the "Fillmore Farm").
57. The Farm Properties are all currently leased pursuant to lease agreements.
58. The Proposal Trustee provided a copy of the Sale Order to the SK Agent and asked it to prepare a market evaluation (the "Market Evaluation") for the Farm Properties for purposes of determining a list price.
59. On June 24, 2021 the Market Evaluation was prepared on the basis of a review of other recent sales, however the SK Agent did not do a physical inspection prior to issuing the Market Evaluation and the SK Agent did not have access to the lease agreements currently in place for each of the Farm Properties.
60. Accordingly, the SK Agent did not adjust its valuation to take into account the state of the property or the current rent being charged for each property.
61. A copy of the Market Evaluation is attached as Appendix B.
62. Based on the Market Evaluation, the Proposal Trustee signed listing agreements with the SK Agent on July 21, 2021 with selling prices as follows:
(a) $\$ 795,000$ for the Key West Farm;
(b) $\$ 1.1$ million for the Caledonia Farm; and
(c) $\$ 589,000$ for the Fillmore Farm.
63. The SK Agent also noted that the commission structure approved in the Sale Order was consistent with the rates for residential property sales in the lower mainland of BC , however it wasn't consistent with the commission structure for agricultural land sales.
64. The Proposal Trustee acknowledged the inconsistency and agreed that it would bring this to the attention of the Court when it sought approval of any proposed sales.
65. The SK Agent immediately prepared feature sheets and maps for the farm properties and posted them to its website.
66. On July 31, 2021 the SK Agent received an offer on the Key West Farm for a purchase price of $\$ 607,500$.
67. On August 3, 2021, the SK Agent received two offers for the Caledonia Farm; one in the amount of $\$ 700,000$ from the tenant under the lease and a second offer in the amount of $\$ 500,000$.
68. As the prices were less than the list price, the Proposal Trustee asked the SK Agent to do a site inspection and report back on its visual inspection.
69. On August 4, 2021, the SK Agent forwarded the Proposal Trustee an updated market evaluation for the Caledonia Farm and the Fillmore Farm indicating revised values as follows:
(a) $\$ 731,000$ to $\$ 775,000$ for the Caledonia Farm; and
(b) $\$ 258,500$ to $\$ 349,800$ for the Fillmore Farm.

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70. On August 9, 2021, the SK Agent forwarded the Proposal Trustee an updated evaluation for the Key West Property indicating a value of $\$ 630,000$ to $\$ 660,000$.
71. As indicated in its reports, the SK Agent's price revisions were due to the poor condition of the farms and the fact that the leases were at a rental rates below market value.
72. Copies of the updated market evaluations are attached as Appendices C and D.
73. Based on the revised valuations, the Proposal Trustee made a counter offer on the Caledonia Farm at $\$ 775,000$ and $\$ 719,000$ for the Key West Farm.
74. A final offer on the Caledonia Farm was forwarded to the Proposal Trustee at a price of $\$ 750,000$, which is the mid-point of the revised market valuation.
75. Subsequent to the receipt of the first offer on the Key West Farm, another party submitted a competing offer.
76. The two parties were using the same real estate agent and accordingly submitted a series of competing offers.
77. The highest offer obtained through that process was for a purchase price of $\$ 650,000$ which was at the higher end of the revised market evaluation. As a result the Proposal Trustee accepted the offer.
78. The offer for the Key West Farm and the Caledonia Farm are attached as Appendices E and F to this report. The purchaser's conditions as indicated in the offers have been removed for both offers. Accordingly, the only remaining condition is the vendor's obligation to obtain the approval of this Honourable Court.
79. Copies of the two offers were forwarded to Guo on September 2, 2021 and to date no response has been received by the Proposal Trustee.

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## THE DISPUTED CLAIMS

80. As indicated previously, there were six claims filed in the proposal proceedings that were disputed by GLC. The following provides a summary of each Disputed Claim as well as an update on each claim's status.

## Jianguo (Allen) Sun

81. The claim of Jianguo (Allen) Sun (the "Sun Claim") relates to a Notice of Civil Claim and counter-claim dating back to November 2014.
82. The Sun Claim was disallowed by the Proposal Trustee and the disallowance was appealed by counsel to Sun. The Proposal Trustee and legal counsel for Sun agreed to adjourn the appeal generally.
83. Since the adjournment of the appeal, there has been no further activity with respect to the resolution of the Sun Claim.
84. On August 19, 2021, counsel for the Proposal Trustee forwarded an email to counsel for the Sun Claim requesting an update on its intentions for a plan to resolve the claim and asking for a response before September 15, 2021.
85. As at the date of this report, the Proposal Trustee's counsel had not received a response.

## Jun Yuan

86. The claim of Jun Yuan (the "Yuan Claim") relates to a dispute dating back to May 2015 wherein GLC acted for Yuan.
87. The Proposal Trustee has been advised by legal counsel to GLC and Guo, that the litigation has been settled for $\$ 25,000$ and that GLC's counsel has been holding $\$ 25,000$ in trust to be released to Yuan's legal counsel upon receipt of a signed Consent Dismissal Order (the "Yuan Claim CDO").
88. The Proposal Trustee has also been provided with copies of emails from GLC's counsel to Yuan's counsel regarding the settlement discussions.
89. Accordingly, it would appear that the Yuan Claim has been settled, however the Proposal Trustee has not been provided with a copy of the final Yuan Claim CDO.
90. On August 19, 2021, the Proposal Trustee's counsel forwarded an email to counsel for the Yuan Claim detailing the Proposal Trustee's understanding of the Yuan Claim and asking for advice on how to finalize the Yuan Claim CDO.
91. As at the date of this report, the Proposal Trustee's counsel has not received a response.

## IRL Construction

92. The claim of IRL Construction ("IRL") relates to a dispute over the amount due for renovation work performed by IRL on GLC's office.
93. The Proposal Trustee originally issued a notice of revision for the claim which was appealed by counsel to IRL who indicated that it would provide additional documentation to the Proposal Trustee for its review and consideration.
94. Accordingly, the Proposal Trustee was forwarded a significant amount of additional documentation including invoices and supporting documentation.
95. The Proposal Trustee reviewed the additional documentation provided by IRL and exchanged several emails with representatives of IRL in an attempt to assist the parties to reach a settlement on the value of the claim as between GLC and IRL.
96. Despite the Proposal Trustee's efforts, an agreement could not be achieved as between the parties and the parties went to a trial before this Honourable Court.
97. The Proposal Trustee is aware that a judgment was rendered after the conclusion of the trial in favour of IRL. The judgment was in the amount of approximately $\$ 330,000$ (including interest). In addition, IRL was awarded costs which have yet to be settled.
98. The Proposal Trustee has been advised by Guo that the judgment was appealed.
99. The Proposal Trustee is aware that IRL had registered a lien in the amount of $\$ 300,000$ against the office owned by GLC. However, with the approval of IRL the lien was removed as Guo paid $\$ 280,000$ into Court in regards to the litigation.
100. Accordingly, it appears that subject to Guo's appeal of the BC Supreme Court judgment, IRL would have an unsecured claim in the approximate amount of $\$ 100,000$ to $\$ 120,000$ (assuming a cost award of between $\$ 50,000$ and $\$ 70,000$ ).

## Robert Grosz

101. As detailed in the Third Report of the Proposal Trustee, the claim of Grosz was settled and documented by a Consent Dismissal Order (the "CDO").
102. Grosz's subsequent application to set aside the CDO was dismissed by this Court and accordingly this claim has now been settled.

## PLLR Lawyers

103. The claim filed by PLLR Lawyers arises from a claim being asserted by a purchaser of real property from one of GLC's clients.
104. The Trust Accounts of GLC held monies relating to a holdback from the sale of property owned by GLC's client who was a non-resident vendor (the "Vendor"). The holdback was intended to satisfy any non-resident tax assessed by the Canada Revenue Agency ("CRA") as against the Vendor.
105. As a result of the shortage in the Trust Accounts created by the Theft, GLC was unable to pay the taxes assessed by CRA against the Vendor. Despite the fact that the Vendor is the party obligated to pay the tax under the legislation, the purchaser of the real property may also be held responsible to ensure the Vendor makes the payment to CRA.
106. Accordingly, on July 24, 2017 CRA assessed the purchaser of the real property for the amount of the Vendor's tax obligation in addition to assessing a penalty for late payment and interest for the overdue amount.
107. The Proposal Trustee has been advised by PLLR Lawyers that CRA has been paid in full for the taxes assessed against its client from the funds paid by Lloyds to LSBC. In addition, CRA has advised PLLR Lawyers that the assessment for late payment and interest will be waived.
108. On August 20, 2021, the Proposal Trustee contacted PLLR Lawyers to enquire if its client had received a clearance certificate from CRA so that its client's claim could be withdrawn.
109. The Proposal Trustee was advised that CRA had not yet issued a clearance certificate to its client and that it would follow up with CRA.

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## Bank of Montreal

110. The claim from BMO relates to a cheque that was drawn on the Trust Account which was subsequently not honoured due to the discovery of the Theft. BMO had already cleared the cheque and as a result suffered a loss when it was not honoured by CIBC.
111. The Proposal Trustee and its counsel convened discussions with GLC's counsel and BMO's counsel regarding a process for adjudicating BMO's claim.
112. However, subsequent to these discussions, the Proposal Trustee was advised by GLC's legal counsel that GLC intended to file a Notice of Civil Claim against BMO seeking damages against BMO on a joint and several basis with other named defendants in the approximate amount of $\$ 6.6$ million (the "GLC BMO Claim").
113. In addition, the Proposal Trustee was advised that the GLC BMO Claim would include a declaration that the claim filed against GLC by BMO in GLC's proposal proceedings is invalid, or in the alternative estopped from recovering any amount from GLC's Proposal.
114. The Proposal Trustee does not know the status of the GLC BMO Claim. However, if commenced it will require further litigation for its resolution and the Proposal Trustee would expect the timeline for this process to extend into a couple of years.
115. Even if the GLC BMO Claim is never commenced, steps of some kind need to be taken to address BMO's Disputed Claim in the Proposal.

## GUO'S REQUEST FOR FUNDING

116. On August 31, 2021 the Proposal Trustee was contacted by Guo requesting that it remove its caveat from title to one of the properties included in the Lands. Guo had arranged mortgage financing and the lender had requested the caveat be removed as a condition of financing.
117. Guo indicated to the Proposal Trustee that the funds were needed so that she could retain legal counsel to deal with the Disputed Claims as well as financing for other personal reasons.
118. The Proposal Trustee indicated that it was not in a position currently to bring such a request to the Inspectors for approval, as it first needed to ensure that the funding to satisfy the terms of the Proposal was secured.
119. The Proposal Trustee advised Guo that it had received two offers on the Farm Properties and that if approved by the Court, it would be in a better position to consider such a request.

## THE ESTIMATED NET PROCEEDS FROM THE SALES

120. If the sale of the Key West Farm and the Caledonia Farm are approved by this Honourable Court, the net proceeds are estimated as follows:

| Proceeds from the sale of the Caledonia Farm | \$ | 750,000 |
| :---: | :---: | :---: |
| Proceeds from the sale of the Key West Farm |  | 650,000 |
| Less: Real estate agent's commissions |  | $(56,000)$ |
| Gross proceeds |  | 1,344,000 |
| Less mortgage of Caledonia Farm |  | $(348,000)$ |
| Net proceeds | \$ | 996,000 |

121. Pursuant to a title search of the Caledonia Farm, there appears to be a mortgage due to Farm Credit in the amount of $\$ 348,000$ (copy of title search attached as Appendix $\mathrm{G})$.
122. The above estimate does not include any provision for normal closing adjustments such as property taxes or prepaid rents.

## THE POTENTIAL PROVEN CLAIMS

123. As indicated in the Proposal, the intention was to pay the Proven Claims in full including the levy payable to the Office of the Superintendent of Bankruptcy. The levy is $5 \%$ of the distribution and accordingly the Proven Claims would need to be grossed up by the amount of the levy.
124. As indicated previously, the current total of Proven Claims is approximately $\$ 55,000$.
125. As summarized previously, the Sun Claim was commenced against GLC in November 2014 and no attempts to advance the valuation of the claim have been made since the claim was disallowed in 2017.
126. Counsel for the Sun Claim has not responded to correspondence to the Proposal Trustee's counsel regarding a plan to resolve the claim.
127. In addition, as discussed previously, according to GLC's counsel the Yuan Claim was settled for $\$ 25,000$ which has been placed in the trust account of GLC's counsel, however the settlement has not been finalized and accordingly the Yuan Claim remains a Disputed Claim.
128. The Proposal Trustee notes that section 124(1) of the Bankruptcy and Insolvency Act places the burden on the creditor to prove its claim and further states that "a creditor who does not prove his claim is not entitled to share in any distribution that may be made".
129. If the PLLR Claim is withdrawn as expected, and the Yuan Claim and Sun Claims are resolved, the quantum of the Disputed Claims would be reduced to approximately $\$ 970,000$ to $\$ 990,00$.
130. When combined with the current Proven Claims, the total funding required to bring these proposal proceedings to a conclusion would be approximately $\$ 1,030,000$ to $\$ 1,050,000$ before professional fees.
131. The amount of the Disputed Claims could also be reduced if GLC is successful with its appeal of the IRL judgment.
132. If this Court approves the sale of the Caledonia Farm and the Key West Farm, the Proposal Trustee would be close to having the funds necessary to conclude the Proposal.
133. If the PLLR Claim is withdrawn and the Sun Claim and Yuan Claim are resolved, the Proposal Trustee would likely only need to retain a caveat on one property included in the Lands as it would have the majority of the funding necessary to finalize a distribution to the Proven Claims.
134. Accordingly, the Proposal Trustee notes that at some point in the near future it may be returning before this Honourable Court to seek directions and advice on a process to resolve the remaining Disputed Claims.

## RECOMMENDATIONS

135. The Proposal Trustee supports the sale of the Key West Farm and the Caledonia Farm as they have been subjected to a broad marketing process with an agent familiar with sales of farmland in Saskatchewan and the sale prices indicated in the offers are consistent with recent sales.
136. The Proposal Trustee discussed the sale process with the estate inspectors during its last inspector's meeting held on August 13, 2021 and the inspectors indicated their support.
137. Prior to the August 13 inspector meeting, the Proposal Trustee had circulated the offer on the Caledonia Farm and the inspectors were supportive of the sale. In addition, the inspectors indicated their support for any additional offers received that were within the range of the revised market evaluations.
138. Accordingly, the Proposal Trustee makes the following recommendations to this Honourable Court:
(a) The offer on the Key West Farm be approved;
(b) The offer on the Caledonia Farm be approved; and
(c) The real estate commission of the SK Agent be approved at $4 \%$ of the selling prices as indicated in the offers.
139. All of which is respectfully submitted this $21^{\text {st }}$ day of September, 2021.

FTI Consulting Canada Inc., in its capacity as Proposal Trustee of Guo Law Corporation


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

## APPENDIX A

# IN THE SUPREME COURT OF BRITISH COLUMBIA IN BANKRUPTCY AND INSOLVENCY <br> IN THE MATTER OF THE PROPOSAL OF <br> 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. 1985 , 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(I)(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.l(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 $30^{\text {th }}$ day of March, 2017.

GUO LAW CORPORATION
Per Authorized Signatory


Transaction
Costs

15,112

53,650

8,750
59,550
13,600
17,300
28,650

|  | Schedule 16Current Estimated Values of the Properties and Encumbrances Thereon |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Hong Guo's Investment | 2016 <br> Assessed Value roperty (the | FMV <br> Group A") | \# | Mort <br> Rate | ages <br> Current <br> Balance | Other <br> Encumbrances |
| 143-5951 Minoru Blvd., Richmond, BC | 370,400 | 370,400 |  |  |  | $\$ 35,828.91$ of inter-alia Judgment <br> Van. Reg. S166116 (Andrews Realty) |
| 6351 Francis Road, Richmond, BC | 1,655,000 | 1,655,000 | $\begin{aligned} & \text { 1st } \\ & \text { 2nd } \end{aligned}$ | $\begin{aligned} & \text { 2.60\% } \\ & 9.00 \% \end{aligned}$ | $\begin{aligned} & \$ 706,608.28 \\ & \$ 400,000.00 \end{aligned}$ | $\$ 35,828.91$ of inter-alia Judgment Van. Reg. S166116 (Andrews Realty) |
| 1736 St. John Street, Regina, SK | 112,300 | 175,000 |  |  |  | Lien claim of \$59,900 |
| Saskatchewan |  |  |  |  |  |  |
| Farmland | 724,500 | 1,191,000 | 1st | 4.30\% | \$276,000.00 |  |
| 1) Fillmore RM | 124,000 | 272,000 |  |  |  |  |
| 2) Key West RM | 229,700 | 346,000 |  |  |  |  |
| 3) Caledonia RM | 370,400 | 573,000 |  |  |  |  |
| Mytopia Inc. (Hong Guo has a 35\% shareholder interest) (the "Group A") |  |  |  |  |  |  |
| Surrey Development |  |  |  |  |  |  |
| Properties | 12,525,400 | 16,192,000 | 1st | 6.90\% | \$6,450,000.00 |  |
| 1) 1672515 Avenue, |  |  |  |  |  |  |
| Surrey, BC | 8,879,000 |  | 2nd | 12.00\% | \$1,500,000.00 |  |
| 2) 1653016 Avenue, | 1,667,500 |  |  |  |  |  |

17
3) 1661616 Avenue,
Surrey, $B C$


| 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.


## APPENDIX B

## Craig Munro

FTI Consulting
Suite 1450 P.O. Box 100089
701 West Georgia St.
Vancouver, BC
V7Y 1B6
Hello Craig,
Note the following Market Evaluation that was requested for the property of Hong Guo including land in RM of Key West \# 70, RM of Fillmore \#96 and RM of Caldonia \#99.

RM of Fillmore \# 96

| Legal Land Description | Soil Class |  | 2021 Assessment | Sama Cult. Acres | Title Total Acres. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| NW 2-11-11-2 | J | 193,300 |  | 130 | 160.78 |
| SW 11-11-11-2 | K 1 | 141,200 |  | 105 | 158.01 |
|  |  | 334,500 |  | 235 | 318.79 |

Land in the area with comparable soil class has been selling for an average of $\$ 1,674$ per acre.
318.79 acres $\times \$ 1,674 / \mathrm{ac}=\$ 533,705.46$

The property would sell between $\$ 535,000-\$ 560,000$
You would list the property around the $\$ 575,000-\$ 589,000$ mark and entertain offers.
The data used was pulled on June 23, 2021.
The following are the comparable properties used :


RM of Key West \# 70

| Legal Land Description | Soil Class | 2021 Assessment | Sama Cult. Acres | Title Total Acres. |
| :---: | :---: | :---: | :---: | :---: |
| SW 1-9-24-2 | K | 144,700 | 138 | 157.49 |
| NW 1-9-24-2 | K | 146,400 | 128 | 157.76 |
| S 1/2 NE 11-9-24-2 | $J$ | 50,200 | 47 | 65.39 |
| SE 11-9-24-2 | $J$ | 150,700 | 138 | 156.43 |
| SW 12-9-24-2 | H | 136,600 | 135 | 157.54 |
|  |  | 628,600 | 586 | 694.61 |

Land in the area with comparable soil class has been selling for an average of $\$ 1,079.00$ per acre or approximately 1.22 times the new assessment.
694.61 acres $\times \$ 1,079 / \mathrm{ac}=\$ 750,031.54$
$628,600 \times 1.22=\$ 766,892$
The property would sell between $\$ 735,000-\$ 760,000$
You would list the property around the $\$ 775,000-\$ 795,000$ mark and entertain offers.
The data used was pulled on June 23, 2021.

The following are the comparable properties used :

| RM of Key West \#70 | Soil Class | Price Sold \$ | Paid | Assessment |
| :---: | :---: | :---: | :---: | :---: |
| SE 24-7-22-2 | H | \$152,256 | \$ 945.63 | 150,600 |
| NE 24-7-22-2 | H | \$183,040 | \$1,152.45 | 166,400 |
| NE 13-7-22-2 | G | \$188,500 | \$1,171.90 | 208,500 |
| NE 23-7-22-2 | L | \$187,165 | \$1,188.50 | 102,100 |
| NW 14-7-22-2 | H | \$190,785 | \$1,188.17 | 155,000 |
| SE 22-7-22-2 | K | \$182,490 | \$1,188.24 | 141,400 |
| SW 36-9-23-2 | H | \$147,000 | \$ 912.25 | 117,700 |
| SE 22-8-23-2 | H | \$149,000 | \$ 936.34 | 190,200 |
| NE 15-8-23-2 | $J$ | \$149,000 | \$ 937.58 | 138,400 |
| SE 21-9-22-2 | J | \$185,000 | \$1,176.92 | 123,900 |

## RM of Caledonia \#99

| Legal Land Description Soil Class |  | 2021 Assess 2020 Assess Sama Cult. Acres |  |  | Title Total Ac. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SW 2-10-20-2 | M | 185,500 | 152,700 | 158 | 158.45 |
| NW 2-10-20-2 | M | 129,000 | 106,200 | 127 | 159.66 |
| NE 9-10-20-2 | M | 163,300 | 134,400 | 154 | 163.06 |
| SE 10-10-20-2 | M | 167,600 | 137,900 | 142 | 159.81 |
| NW 11-10-20-2 | M | 189,600 | 156,000 | 155 | 157.75 |
| SW-16-10-20-2 | M | 153,500 | 126,400 | 124 | 154.56 |
|  |  | 988,500 | 813,600 | 860 | 853.29 |

Land in the area with comparable soil class has been selling for an average of 1.3 times the 2020 assessment.
$813,600 \times 1.3=\$ 1,065,816$
The 2020 land assessment was used as there were not enough sales since the new assessment on April 5, 2021 to get an accurate multiple.

The property would sell between $\$ 1,025,000-\$ 1,075,000$
You would list the property around the $\$ 1,085,000-\$ 1,100,000$ mark and entertain offers.
The data used was pulled on June 23, 2021.
The following are the comparable properties used :

| RM of Caledonia \#99 | Soil Class | Price Sold \$ | \$ per Acre Paid | Assessment |
| :---: | :---: | :---: | :---: | :---: |
| NW 32-11-20-2 | M | \$188,488 | \$1,093.75 | 135,200 |
| SE 13-11-20-2 | L | \$220,000 | \$1,402.26 | 159,900 |
| SW 14-12-21-2 | K | \$239,125 | \$1,491.73 | 182,000 |
| NW 11-12-21-2 | L | \$180,790 | \$1,126.14 | 137,600 |
| SW 11-12-21-2 | L | \$158,060 | \$1,014.05 | 120,300 |

Lane Realty Corp. commission rate is $4 \%$ of whatever the property sells for plus GST and PST on the commission only. Note that this is not an appraisal of the property.

I have included all sales data used for the comparables.
Please do not hesitate to contact me with any questions or concerns.
Sincerely,
Jason Selinger
Lane Realty Corp.
Cell: 306-539-7975
Fax: 306-352-5065
Email: jasonselinger@sasktel.net

> LEGAL

|  |
| :---: |
|  |  |






| VENDOR | PURCHASER |
| :--- | :--- |
| Ernie McCabe | RURAL MUNICIPALITY OF KEY WEST |
| Ernie McCabe | RURAL MUNICIPALITY OF KEY WEST |
| Ernie McCabe | RURAL MUNICIPALITY OF KEY WEST |
| Kevin Morris \＆Lisa Petrescue | RURAL MUNICIPALITY OF KEY WEST |
| Wesley \＆Patricia Gurskey | R．YUNG FARMS LTD． |
| Wesley \＆Patricia Gurskey | R．YUNG FARMS LTD． |
| Wesley \＆Patricia Gurskey | R．YUNG FARMS LTD． |
| MURRAY \＆THEREZA OPPER | GLEN \＆JOHN CAMPBELL |
| Michelle Smith \＆Kevin Wright | GLEN \＆JOHN CAMPBELL |
| MURRAY \＆THEREZA OPPER | GLEN \＆JOHN CAMPBELL |
| Michelle Smith \＆Kevin Wright | GLEN \＆JOHN CAMPBELL |
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| Michelle Smith \＆Kevin Wright | GLEN \＆JOHN CAMPBELL |
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| Michelle Smith \＆Kevin Wright | GLEN \＆JOHN CAMPBELL |
| MURRAY \＆THEREZA OPPER | GLEN \＆JOHN CAMPBELL |
| Michelle Smith \＆Kevin Wright | GLEN \＆JOHN CAMPBELL |
| Gregory Leonard | Red Coat Road \＆Rail Ltd． |
| Red Coat Road \＆Rail Ltd． | Gregory Leonard |
| Red Coat Road \＆Rail Ltd． | Red Coat Road \＆Rail Ltd． |
| EVEREST REALTY ADVISORS LDPavid \＆Catherine Webb |  |
| EVEREST REALTY ADVISORS LIDAvid \＆Catherine Webb |  |
| EVEREST REALTY ADVISORS LDRavid \＆Catherine Webb |  |
| EVEREST REALTY ADVISORS LDEvid \＆Catherine Webb |  |
| EVEREST REALTY ADVISORS LDAvid \＆Catherine Webb |  |
| Edwin \＆Irene Miller | Donald \＆Randie Schmidt |
| KIM \＆Diane BEATTIE | JENNY ARNOLD \＆JASON POPESCU |
| Her Majesty the Queen in Right | Her Majesty the Queen（Saskatc |
| Her Majesty the Queen in Right | Her Majesty the Queen（Saskatc |
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## APPENDIX C

# LANE REALTY corp. 

 Saskatchewan's Farm \& Ranch Specialists ${ }^{\text {m }}$Craig Munro
FTI Consulting
Suite 1450 P.O. Box 100089
701 West Georgia St.
Vancouver, BC
V7Y 1B6
Hello Craig,
As per our phone conversation yesterday here is the following information that must be considered in the sale of all the properties. The recent offers on the Parry land are do to condition of land as well as low rental agreements. Investors will have not be able to get the return they feel comfortable with to purchase the properties

On Aug 3, 2021 was out for a second time to the property in Parry RM \#90. The poor condition of the land as well as the low rental agreement will affect the value of the land especially to investors. The land at Parry looks to be all into lentals other than one quarter of grass. The hay has been put up and the quarter looks clean. There was not a big hay crop this year due to rainfall and am not sure when the original hay crop was sewn. The NW SEC 11- TP 10 -RG 20 W2M is in reasonable shape and is one of the better quarters as it is wide open. The NE SEC $9-$ TP $10-$ RG 20 W 2 M is weedy but there is some crop on the property. SE SE $10+$ NW SEC $2+$ SW SEC 2 is hard to determine what crop is being grown due to the amount of weed covering the crop. I have included pictures.
Buyers of land will offer on cultivated acres. There are 860 cultivatable land, including the 124 that is in hay.
As per the previous Market Evaluation the property would sell between $\$ 1,025-\$ 1,075$ per acre for farm land. This takes into account that the land is in reasonable shape. As the condition of the property is questionable, the value of the property must drop to compensate for some of the extra expense it will take to bring the property back into the best production land possible. Therefore the sale price of the property will be around $\$ 850-\$ 900 /$ Cultivatable Acre.

860 Cult. Acres. $\times \$ 800 /$ ac. $=\$ 731,000$
860 Cult. Acres $\times \$ 900 / \mathrm{ac} .=\$ 774,000$
953 Total Acres $\times \$ 800 / \mathrm{ac}=\$ 762,000$
953 Total Acres $\times \$ 900 / \mathrm{ac}=\$ 857,700$
I believe the land will sell between $\$ 731,000-\$ 775,000$.

The Fillmore 318 acres RM \#96 has been hayed but there are a few concerns. The chance for investment for this property is very unlikely for a few reason. The rental agreement is not attractive for the length of time and for the rate that is being taken in. Location of property is difficult as it is almost land locked so any new future renter would have a difficult time getting access. To be able to actually cultivate the acres on this property would be difficult due to the way the waste land runs though the property. The land that is valued at $\$ 1,647 / \mathrm{ac}$ is all around it but does not have the waste or issues with accessibility. Pictures included.
As per the previous Market Evaluation the property would sell around \$1,674/ac.
Upon viewing the land and looking at the data and keeping in mind buyers of land will offer on cultivated acres, evaluation the property would sell between around the $\$ 1,100$ per Cultivatable Acre.

258 cultivatable acres $\times \$ 1,100 / \mathrm{ac}=\$ 258,500$
318 Total Acres x $\$ 1,100 / \mathrm{ac}=\$ 349,800$

Please do not hesitate to contact me with any questions or concerns.
Sincerely,
Jason Selinger
Lane Realty Corp.
Cell: 306-539-7975
Fax: 306-352-5065
Email: jasonselinger@sasktel.net







## APPENDIX D

# Saskatchewan's Farm \& Ranch Specialists ${ }^{\text {mw }}$ 

\#307-4303 Albert St., Regina, SK, S4S 3R6, CANADA

Craig Munro
FTI Consulting
Suite 1450 P.O. Box 100089
701 West Georgia St.
Vancouver, BC
V7Y 1B6
Hello Craig,
Viewing the Kayville 694 acres (RM \#70) property is in better condition than the Parry property but will still take a considerable amount of effort and money to be able to bring it back to its potential. There is over 100 acres of waste land that cannot be used.
The current rental agreement is a little low and not optimal for a new investor. We do not know what shape the land was in when the rental agreement was signed. Pictures are included.

As mentioned, buyers of land will offer on cultivated acres. As per the previous Market Evaluation the property would sell between around the $\$ 1,079 /$ Cultivatable Acre.

586 Cultivated acres $\times \$ 1,079 /$ acre $=\$ 632,294$
694 Total acres $\times \$ 911=632,294$

I believe the land will sell between $\$ 630,000$ and $\$ 660,000$

Please do not hesitate to contact me with any questions or concerns.
Sincerely,
Jason Selinger
Lane Realty Corp.
Cell: 306-539-7975
Fax: 306-352-5065
Email: jasonselinger@sasktel.net Saskatchewan's Farm \& Ranch Specialists ${ }^{\text {wn }}$

Craig Munro
FTI Consulting
Suite 1450 P.O. Box 100089
701 West Georgia St.
Vancouver, BC
V7Y 1B6
Hello Craig,
Viewing the Kayville 694 acres (RM \#70) property is in better condition than the Parry property but will still take a considerable amount of effort and money to be able to bring it back to its potential. There is over 100 acres of waste land that cannot be used.
The current rental agreement is a little low and not optimal for a new investor. We do not know what shape the land was in when the rental agreement was signed. Pictures are included.

As mentioned, buyers of land will offer on cultivated acres. As per the previous Market Evaluation the property would sell between around the $\$ 1,079 /$ Cultivatable Acre.

586 Cultivated acres $\times \$ 1,079$ /acre $=\$ 632,294$
694 Total acres $\times \$ 911=632,294$

I believe the land will sell between $\$ 630,000$ and $\$ 660,000$

Please do not hesitate to contact me with any questions or concerns.
Sincerely,
Jason Selinger
Lane Realty Corp.
Cell: 306-539-7975
Fax: 306-352-5065
Email: jasonselinger@sasktel.net






## APPENDIX E

|  | 605-a Main st. N. Qing Zhang |  |
| :---: | :---: | :---: |
| (Full Name of Buyer's Brokerage) | (Address) (Salesperson) | (Phone) $694-8082$ |
| INE Land Baron Investments Inc and/or nominee 500.5900 No. 3 Road Richmond BC V6X 3P7 |  |  |
|  | (Address) (Postal Code) | (Phone) |
| (Names of Buyers: herein called Buyer) | (Address) (Postal Code) | (Phone) |
| HEREBY OFFER TO PURCHASE from |  |  |
| PrI Consuiting as the Trubtes Under a proposal of guo law |  |  |
| (Names of Sellers: herein called Seller) | (Address) (Postal Code) | (Phone) |
| (Names of Sellers: herein called Seller) | (Address) (Postal Code) | (Phone) |
| through_ Lane Realty Corp. \#307-4303 Albert St. Regina Jason Selinger |  |  |
| (Full Name of Seller's Brokerage) | (Address) (Salesperson) | (Phone) |
| the following described property: LSD 10-11-09-24-2 Ext 49, LSD 9-11-09-24-2 Ext 42, LSD 9-11-09 |  |  |
| (Legal land description or description of business) <br> Blk/Par A-Plan 101163776 Ext 50, SW 12-09-24-2 Ext 0. SW 01-09-24-2 Ext 0. |  |  |
| having the following Address: $\qquad$ <br> 1. Subject to the reservations and exception except such encumbrances as are her $\qquad$ | dress City or R.M. $\qquad$ <br> ns appearing in the existing Certificate of Title and free and $c$ fter expressly agreed to be assumed by the Buyer, for the SU 0,000 (six hundred fifty thousand) | eywest No. 70 <br> all encumbrances ale Price) of: |

Sale Price to be paid as follows:
(a) $\$ \quad 50,000.00$ Deposit to be made to the Buyer's Brokerage unless otherwise indicated
(b) Deposit instructions to be made within 3 business days.
(c) $\$ 0.00$ Financing (if applicable)
(d) $5600,000.00$ (approx) balance of cash, to be paid subject to the adjustments herein provided, to the Seller's Solicitor or Brakerage of the
(e) Buyer acknowledges ther, or to the Buyer's Solicitor as the case may be, _ days before the Possession Date.
2. This contract is made conditional upon the following:
(a) Financing to be arranged on terms and rate satisfactory to the Buyer on or before mm $\qquad$ dd $\qquad$ yyyy $\qquad$ -.
(b) reviewing current lease agreement on or before Aug 18th of 2021. seller's condition: subject to approval of Supreme Court of British Columbia approving the offer on or before oct 1st of 2021 .
3. Additional terms $\square$ are $\mathbf{X}$ are not set out in the following schedule(s): $\qquad$ to this contract. 4. The Sale Price shall include land, buildings, fixtures and attached goods, to be free and clear of all encumbrances other than those being assumed by the Buyer, shall be and remain as is at the date of acceptance of this contract until Possession Date, and includes the following chattels and unattached goods: (if none, state "NONE"). $\qquad$ approximately $12,750 \mathrm{bu}$. Steel Grain Storage
5. Mineral title(s) for mineral commodities $\square$ are $\bar{x}$ are not owned by the Seller and $\square$ are are not included in the Sale Price.
6. The Buyer agrees to pay to the Seller interest at the Bank of Canada Overnight Rate Target at the Possession Date plus $4 \%$ per annum, on any portion of the Sale Price, less mortgages or other encumbrances assumed, not received by the Seller, his/her solicitor or his/her Brokerage as at the Possession Date, the interest to be calculated from the Possession Date, until monies are received by the Seller or his/her solicitor. The Seller shall have a lien and charge against the property for the unpaid portion of the Sale Price (with interest as aforementioned).
7. THE SELLER SHALL PAY ALL COSTS OF DISCHARGING ANY EXISTING MORTGAGE OR OTHER ENCUMBRANCES AGAINST THE PROPERTY, NOT ASSUMED BY THE BUYER.
8. This transaction of purchase and sale shall be closed on or before twelve noon $\mathrm{mm} \quad 10 \quad$ dd _ 15 _ yyyy ___ 2021 referred to as the "Possession Date") on which date the Buyer shall have POSSESSION, vacant or subject to the following tenancy, namely: (if none, state "NONE") current lease agreement.

9. ADJUSTMENTS re: faxes, rents, insurance, utilities, expenses and other income and outgoing, to be made as at Possession Date, or as follows buyer is to get $50 \%$ of 2021 rental and pay $50 \%$ of 2021 property taxes.
10. The Buyer represents and warrants to the Seller that it $X$ is $\square$ is not a registrant, registration \# $\qquad$ for the purpose of GST under the Excise Tax Act (Canada). The Buyer shall be liable for and shall indemnity and hold the Seller harmless from any liability relating to the GST which may be payable in respect to this transaction. The Buyer agrees to self-assess, remit the GST directly to the Receiver General and comply in a timely manner with all filing and payment obligations referred to in Section 228(4) of the Excise Tax Act (Canada).

1. The Seller shall maintain fire insurance coverage on the property until the Possession Date and, if on such date remains an unpaid Seller, may continue to insure the property. The Buyer shall insure the property on and after possession.
12.1 If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the Buyer.
12.2 If this offer is accepted and the conditions in paragraph 2 above have not been satisfied or waived in writing by the date set forth in paragraph 2 above, the entire deposit and any other monies paid by the Buyer shall be forthwith returned to the Buyer.
12.3 If this offer is accepted and all conditions have been removed in writing by the date set forth in paragraph 2 above and the Buyer fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the Seller's option. Where the defaulting party is the Buyer, the deposit and any other monies shall be forthwith delivered to the Seller's brokerage as forfeiture to the seller.
12.4 The Buyer and Seller agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16(a) of The
Real Estate Regulations.
12.5 The disbursement of the deposit and other monies as agreed to above is not a prohibition from the Buyer or the Seller seeking a civil remedy
for a breach of this contract.
2. The Seller and Buyer agree to prepare and execute promptly any documents required to complete this transaction. The Seller shall pay for the preparation of the Transfer of Title and the Buyer shall pay for the registration of the Transfer of Title under The Land Titles Act. The costs related to any mortgage or other financing of the Sale Price, other than an Agreement for Sale, shall be paid by the Buyer. Costs of any
3. This offer is open to acceptance by the Seller up to
 IT IS UNDERSTOOD AND AGREED that there are no other representations, warranties, guarantees, promises or agreements other than those condition in this contract and I hereby agree to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth. TIME SHALL BE OF THE ESSENCE OF THIS OFFERJCONTRACT.
and be binding upon the parties hereto, their respective heirs, executors, administrant shall constitute a binding contract of purchase and sale
4. By signing this offer the Buyer acknowledges having received and read the document successors and assigns.
entitled, "Agency Disclosure." The Buyer acknowledges having read and document published by the Saskatchewan REALTORS © Association with the Buyer's Brokerage, and that a copy of it has been received by the Buyer this date.
SIGNED by the Buyer at $8 / 13 / 2021 \mid 8: 13$ AM PDT

SIGNED, SEALED AND DELIVERED in the presence of

## $\overline{\text { Witness }}$

Witness
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## ACCEPTANCE AND DIRECTION TO PAY COMMISSION AND TAXES

I/WE HEREBY ACCEPT the above Offer together with all conditions Contained therein and covenant to carry out the sale on the terms and conditions above mentioned. I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Seller's Brokerage pursuant to the listing agreement with respect to the property. I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR, as indicated by me/us below, or any other Solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing.
I/WE HEREBY CERTIFY that l/we are residents of Canada as defined under the provisions of Section 116 of The Income Tax Act and that 1/we will provide satisfactory evidence of such residency.
sIGNED by the Seller at Van cover, B.C.
. mm August dd 16 yyyy 2021

SIGNED, SEALED AND DELIVERED in the presence of
IN WITNESS WHEREOF I have hereunto set my hand
Witness
Witness
Buyer's Solicitor
Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of
CREA (REALTORS(®) Indoor the quality of services they provide (MLS®). Used under license. Copyright - For Use Only by Members of the
Saskatchewan REALTORS® Association

CREA (REALTORS(®) and/or the quality of services they provide (MLS®). Used under license. Copyright - For Use Only by Members of the

## NOTICE TO REMOVE CONDITION(S)

ON FARM/RANCH CONTRACT OF PURCHASE AND SALE - \#812
Developed \& Provided by your Association of Saskatchewan REALTORS®
BETWEEN


Address: $\qquad$ R.M. Of Keywest No. 70

[^0]With respect to the above-mentioned property, the following conditions are removed: "reviewing current lease agreement." Seller's condition remain.

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

| Dated at ${ }^{8 / 18 / 2021}$ | PM PDT mm | ocusignedty __ dd____ yyy |
| :---: | :---: | :---: |
|  |  | Michael Clung |
| Witness |  | Buyer Land baron Investments Inc |
| Witness |  | Buyer |
| Dated at | mm | ___ dd _ yyyy |

Witness

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## APPENDIX F

## Saskatchewan's Farm \& Ranch Specialists ${ }^{\mathrm{TM}}$

www.lanerealtycorp.com

## \#307-4303 Albert St

Regina, SK, S4S 3R6, Canada
Ph: (306) 569-3380, Fax: (306) 569-3414

## CONTRACT OF PURCHASE AND SALE

 IdE SEAN KESSLER AND/ORNOMINEE $O O X 154$ PANgmAN,SKBus/Fax:(Names of Purchasers: herein called Purchaser) (Names of Purchasers: herein called Purchaser) (Address) (Postal Code) $50<260$
HEREBY OFFER TO PURCHASE FROM: FIICONSULIING GS +HETRUSTEEUNERPRAOSA OLGWOUWBus/Fax:
the legally described property as per attached Schedule $\qquad$ which forms part of this contract
1.1 The Purchaser offers to purchase the property from the Vendor subject to the reservations and exceptions appearing in the existing Certificates) of Title and free and clear of all encumbrances as contemplated in Clause 1.3 save and except such encumbrances as are expressly agreed to be assumed by the Purchaser,
for the SUM or SEVENHUNDRED FIFTS THOUSAND ——XXC Candia Dolls
PURCHASE PRICE to be paid as follows
DEPOSIT by Cheque $\square$ cash $\square$ direct wire transfer to Lane Realty Corp. In Trust Ereceipt of which by the Brokerage is hereby acknowledged and deposited within two business days of acceptance
$\square$ receipt of which is due on/before the $\qquad$ day of $\qquad$ 20 $\qquad$ to the Brokerage
(c)
(d)
 DEPOSIT INCREASE due on/before the $\qquad$ day of $\qquad$ 20 to Brokerage DEPOSIT INCREASE due on/before the $\qquad$ day of $\qquad$ , 20 $\qquad$ to Brokerage Deposits) to be held in trust pending completion or other termination of this contract and to be credited on account of purchase money
(approx.) by assumption of the existing mortgage or agreement for sale by other financing or other conditions (described in Clause 2 (b) below) (approx.) BALANCE OF CASH to be paid subject to the adjustments herein provided to the Vendor or the Vendor's solicitor on or before the Possession Date.
$\begin{array}{ll}\text { (e) } \\ \text { (f) } \\ \text { (g) } & \$ 740,0007^{7}\end{array}$
(h) Purchaser hereby acknowledges that taxes, tax credits, payments, mortgage interest rate may be subject to revision
1.3 Unless otherwise agreed to in writing, the Vendor shall transfer title to the property to the Purchaser free and clear of all encumbrances except:
(a) those implied by law;
(b) non-financial obligations now on the title, such as easements, utility rights-of-way, caveats, covenants and conditions that are normally found registered against property of this nature and which do not materially affect the saleability of the property; and
(c) those encumbrances the Purchaser agrees to assume in this contract

Upon transfer of titles) to the property into the name of the Purchaser, subject only to the aforementioned encumbrances, the Vendor may use the proceeds of the sale from the Purchaser to discharge any other encumbrances
(Revised May, 2009)
2. This offer is subject to the following conditions:
 this transaction is not subject to financing this transaction is $\begin{gathered}\text { ubject to the Rurchaser obtaining approval of a mortgage on the above property }\end{gathered}$ on/before the 2 day day of UST 2021
(b)
(a)

3.1 Unless otherwise stated herein, any mineral title for mineral commodities owned by the Vendor is NOT INCLUDED in sale
3.2 Unless otherwise stated herein, any Lease Transfer Fee to be shared $50 / 50$ between Vendor and Purchaser at time of sale 4.1 The attached and unattached goods included herein, are owned by the Vendor and conveyed to the Purchaser under this contract and are in normal working order and are free and clear of all encumbrances and shall be and remain as is at the date of acceptance of this contract until completion date. The Purchase Price shall include land, utilities, buildings and attached

## goods in present condition, unless otherwise stated herein, and including the following unattached goods: <br>  2021 REMAL FOR SECOND PAYMOVT.

### 4.16) AI PARTTES TO THIS TRANSACTIONARE AWARE THATLANEREATY GORP ISACTING INTAECAPATHOFDUAL AGENCS INTAE


4.2 Additional chattels/machinery/livestock $\square$ are Rare not set out on attached Schedule(s) $\qquad$ which forms part of this contract
5. The Purchaser agrees to pay to the Vendor interest at the rate of $\frac{7}{7} \%$ per annum, on any portion of the purchase price, less mortgages or other encumbrances assumed, not received by the Vendor, his/her solicitor as at the possession date,
the interest to be calculated from the possession date, until monies are paid to the Vendor or his/her solicitor THE VENDOR SHALL PAY ALL COSTS OF DISCHARGING ANY EXISTING MORTGAGE OR OTHER ENCUMBRANCES AGAINST THE PROPERTY NOT ASSUMED BY THE PURCHASER OR OTHERWISE
PERMITTED IN CLAUSE 1.3.
7. This transaction of purchase and sale shall be closed on or before twelve noon the $2 \mathbb{P}$ day of 0 CTORGR, 2021 (herein referred to as the POSSESSION DATE) on which date the Purchaser shall have POSSESSION, vacant or subject to the following tenancy, namely: (if none, state "NONE") SCANLKESSLER
8. ADJUSTMENTS re: taxes, rents insurance, utilities, expenses and other income and outgoing, to be made as at

9. Each party shall be responsible for their own Federal and Provincial taxes.
9.1 Both Vendor and Purchaser to be GST registrants at time of sale.
10. The risk of loss or damage to the property shall lie with the Vendor until the Possession Date. The Vendor shall maintain fire and extended coverage insurance on property until Possession Date, the Purchaser shall insure the property on and after possession.
11. The Vendor and Purchaser agree to prepare and execute promptly all documents required to complete this transaction. The Vendor shall pay for the preparation of the Transfer of Title and the Purchaser shall pay for the registration of the Transfer of Title under the Land Titles Act. The costs related to any mortgage or other financing of the purchase price, other than an Agreement for Sale, shall be paid by the Purchaser. Costs of any Agreement for Sale shall be borne equally by the Purchaser and Vendor.

## CONTRACT\#: 004089

12.1 IF THIS OFFER IS NOT ACCEPTED, the entire deposit and any other monies paid, without interest, shall forthwith be retumed to the Purchaser.
12.2 IF THIS OFFER IS ACCEPTED, and the conditions in paragraph 2 above have not been satisfied or waived in writing by the date set forth in paragraph 2 above, the entire deposit and any other monies paid by the Purchaser shall be forthwith returned to the Purchaser.
12.3 IF THIS OFFER IS ACCEPTED, AND ALL CONDITIONS HAVE BEEN REMOVED IN WRITING by the date set forth in paragraph 2 above and the Purchaser fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any terms in this contract, this contract shall be void at the Vendor's option. Where the defaulting party is the Purchaser, the deposit and any other monies shall be forthwith delivered to the VENDOR'S BROKERAGE as forfeiture to the Vendor.
12.4 The Purchaser and Vendor agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16(a) of The Real Estate Regulations.
12.5 The disbursement of the deposit and other monies as agreed above is not a prohibition from the Purchaser or the Vendor seeking a civil remedy for a breach of this contract.
13. UNLESS REVOKED SOONER, THIS OFFER IS OPEN TO ACCEPTANCE BY THE VENDOR UP TO:

IT IS UNDERSTOOD AND AGREED that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this contract and I hereby agree to purchase the above described property as it stands at the price and terms subject to the conditions above set forth.

## TIME SHALL BE OF THE ESSENCE OF THIS OFFER/CONTRACT.

15. Upon acceptance of this offer within the time prescribed in Clause 13, this contract shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs/executors/administrators/successors/assigns.


WITNESS $\qquad$

day of
 2021


PURCHASER
PURCHASER

## ACCEPTANCE AND DIRECTION TO PAY COMMISSION AND TAXES

JWE HEREBY ACCEPT the above Offer together with all conditions contained therein and covenant to carry out the sale on the terms and conditions above mentioned. I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Vendor's Brokerage pursuant to the listing agreement with respect to the property. IWE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR, as indicated by me/us below, or any other Solicitor acting on my/our behalf in this sale, to pay aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing. I/WE HEREBY CERTIFY that I/we are residents of Canada as defined under the provisions of Section 116 of The Income Tax Act and that I/we will provide satisfactory evidence of such residency.


## Saskatchewan's Farm \& Ranch Specialists

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

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

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

DATED: AUGUST 9. 2021
(Original Date of Contract of Purchase and Sale)
Property Legally Described As: (W $1 / 22+$ NE $9+$ SE $10+$ NW $11+$ SW 16) ALL TP 10 -RG 20 W 2 M

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

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

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


DATED AT $\qquad$ a.m./p.m. at $\qquad$ , this $\qquad$ day of $\qquad$ , 20 $\qquad$

WITNESS
WITNESS

## VENDOR

VENDOR

## APPENDIX G

# Province of Saskatchewan Land Titles Registry Title 

Title \#: 136818197
Title Status: Active
Parcel Type: Surface
Parcel Value: \$562.00 CAD
Title Value: $\$ 562.00 \mathrm{CAD}$
Converted Title: 86R30536
Previous Title and/or Abstract \#: 135747748

Hong Guo is the registered owner of Surface Parcel \#145149048
Reference Land Description: Blk/Par A Plan No 101335014 Extension 10 As described on Certificate of Title 86R30536, description 10.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of The Land Titles Act, 2000.

## Registered Interests:

## Interest \#:

145650775 Mortgage
Value: $\$ 348,000.00$ CAD
Reg'd: 06 Jan 2009 08:48:13
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

## Holder:

FARM CREDIT CANADA
12040-149 Street NW
Edmonton, AB, Canada T5V 1P2
Client \#: 101944201
Int. Register \#: 115129469

## Addresses for Service:

Name
Owner:
Hong Guo
Client \#: 123246941
Notes:
Parcel Class Code: Parcel (Generic)

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