

COURT FILE NUMBER B-170021  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE PROPOSAL OF GUO LAW CORPORATION**

**FIFTH REPORT OF THE PROPOSAL TRUSTEE**

**July 27, 2022**

## 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 the Supreme Court of British Columbia (the “**Court**”), the Initial Proposal Trustee was substituted by FTI Consulting Canada Inc. 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 the Court providing the Proposal Trustee conduct of sale (the “**Conduct of Sale Order**”) with respect to certain properties (the “**Lands**”) pledged by Hong Guo (“**Guo**”), the principal of the GLC.
6. The Conduct of 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 Conduct of Sale Order, the Proposal Trustee engaged a real estate agent to market and sell certain of the Lands. The Proposal Trustee entered into an agreement of purchase and sale for one parcel of the Lands with Ducks Unlimited Canada on June 20, 2022 (the “**DUC Sale Contract**”).
8. Accordingly, one purpose of this report is in support of an application by the Proposal Trustee to this Honourable Court for approval of the DUC Sale Contract.

9. In addition, the Proposal Trustee is seeking relief which would allow the Proposal Trustee, once the DUC Sale Contract closed, to disburse to creditors or post in Court almost all of the remaining estate funds and essentially complete the terms of the Proposal. Thereafter, a Certificate of Full Performance could be issued by the Proposal Trustee to GLC and a discharge of the Proposal Trustee could be sought in order to bring an end to these proceedings.

## **TERMS OF REFERENCE**

10. 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**").
11. Except as described in this Fifth 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.
12. 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.
13. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

## **BACKGROUND/CAUSES OF FINANCIAL DIFFICULTY**

14. GLC was founded in 2011 as a law firm primarily focused on serving the needs of Sino-Canadian clients.
15. 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**").
16. 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.
17. In addition, Guo notified the Law Society of British Columbia (the "**LSBC**") about the deficiency in the Trust Accounts and retained the services of an accounting firm to perform a forensic review of the Trust Accounts (the "**Forensic Report**").
18. As indicated in the Forensic Report, the total funds missing from the Trust Accounts approximated \$6.619 million.
19. Subsequent to discovering the theft, Guo arranged funding from related parties and from 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.
20. 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.

21. 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.
22. 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.

### **THE PROPOSAL**

23. 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).
24. Schedule 2 of the Proposal was a Proposal Support Agreement wherein Guo (the "**Sponsor**") agreed to sell the Lands.
25. 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**").
26. 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.
27. The Proposal also included a provision that any recovery of funds pursuant to insurance policies held by GLC would be directed to the Proposal Trustee for distribution to GLC's creditors.

28. The LSBC filed a claim in the proposal proceedings on behalf of all the Trust Creditors. The LSBC claim was filed in the approximate amount of \$4.3 million (the “**LSBC Claim**”).
29. 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**”).
30. 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.
31. 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.
32. 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**”).
33. 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.
34. 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.
35. 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.

36. The partial assignment of the LSBC Claim was also subsequently withdrawn.

### THE REMAINING UNSECURED CREDITOR CLAIMS

37. 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. These proven claims currently consist of 11 creditors totaling \$54,953.16 (the “**Unpaid Proven Claims**”).

38. The Unpaid Proven Claims are detailed as follows:

Carlyle Shepherd & Co	\$ 2,725.00
Do Process Software	\$ 813.12
Global Chinese Press	\$ 13,770.75
Inter-Corporate Computer Services	\$ 25,078.24
Manning Elliott	\$ 5,040.00
Print & Cheques Now	\$ 631.68
Richmond News	\$ 4,935.00
Strata Plan LMS 3045 - Three West Centre	\$ 175.00
United Reporting Service Ltd	\$ 575.93
Vancity Courier Logistic	\$ 1,049.90
Worldwide Air Couriers Logistics Ltd.	\$ 158.54
	<u>\$ 54,953.16</u>

39. The second group of unsecured creditors were disputed by GLC (the “**Disputed Claims**”).

40. 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
<b>Totals</b>	<b>\$ 4,190,925.40</b>

41. 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.

42. 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.

43. The section goes further to stipulate that 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.

44. Upon satisfaction of the LSBC Claim, Guo indicated her desire to bring the Proposal proceedings to an end. Guo indicated that she could raise funds to satisfy the Unpaid Proven Claims. However, Guo did not wish to address the Disputed Claims pursuant to section 3.4 of the Proposal.

45. 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.



46. In or around April 2019, the Proposal Trustee was advised by GLC's counsel that GLC would be seeking to amend its Proposal (the "**Amendment Application**").
47. The Amendment Application would contemplate 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 these proceedings could be brought to a conclusion.
49. 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 the Amendment Application. Then, after filing the Amendment Application on November 18, 2020, GLC was faced with opposition and agreed to adjourn the Amendment Application generally.
50. With the passage of time and no response from Guo or GLC as to the timing for re-setting the Amendment Application and no alternative plan being presented for bringing these proposal proceedings to a conclusion, the Proposal Trustee brought an application before this Honourable Court seeking the Conduct of Sale Order. This order would allow the Proposal Trustee to complete sales of the Lands and complete the Proposal despite GLC's failure to push it to conclusion.
51. Guo and GLC opposed the Proposal Trustee's application, however the Conduct of Sale Order over the Lands was granted by Justice Duncan on June 10, 2021 (a copy of this order is attached as Appendix B).

## THE CONDUCT OF SALE PROCESS

52. As indicated in its previous reports, the Proposal Trustee delayed listing *all* the Lands for sale as it did not appear to be necessary in order to generate sufficient funds to satisfy the terms of the Proposal.
53. The Proposal Trustee initially listed for sale just the three farm properties located in Saskatchewan:
- (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**”).
54. As detailed in previous reports, with the assistance of a local real estate agent (the “**SK Agent**”) in Saskatchewan, the Proposal Trustee obtained offers on the Key West Farm and the Caledonia Farm. The offers were brought before this Honourable Court.
55. Guo and GLC opposed approval of the Caledonia and Key West Farm sales, however, both of these sales were ultimately approved by orders of the Court dated October 12, 2021 for the Key West Farm and October 14, 2021 for the Caledonia Farm.
56. The sale of the Key West Farm closed on November 4, 2021.

57. In the case of the Caledonia Farm, Guo was provided what was in effect a short redemption period to November 5, 2022, during which time Guo was able to avoid the Caledonia Farm sale by posting enough money for the BMO Disputed Claim and IRL Claims plus OSB Levy (as defined below) together with applicable outstanding professional fees.
58. Guo did not meet the deadline for posting these monies and the sale of the Caledonia Farm closed on November 26, 2021.
59. The net sales proceeds after payment of the SK Agent's selling commission, property taxes and outstanding mortgage debt was \$1,106,194.47 (see trust reconciliation attached as Appendix C). The net sales proceeds were deposited into the Proposal Trustee's estate account.
60. Subsequent to closing the sales of the Key West Farm and the Caledonia Farm, Guo asked the Proposal Trustee to refrain from listing additional properties from the Lands. Guo indicated to the Proposal Trustee that she could raise funds sufficient to provide to the Proposal Trustee to complete the terms of the Proposal.
61. The Proposal Trustee agreed to give Guo until early 2022 to organize the necessary funding.
62. The Proposal Trustee emailed Guo in mid-January to enquire as to the progress of any financing. However, Guo did not advise of any funding (see correspondence attached as Appendix D).
63. Based on the Proposal Trustee's estimate of funds required to satisfy the terms of the Proposal, absent Guo providing alternative funding which was not forthcoming, it appeared that an additional property from the Lands would need to be sold.
64. Accordingly, the Proposal Trustee contacted the SK Agent to assess the status of the Fillmore Farm listing.

65. The SK Agent advised the Proposal Trustee that although there had been several parties interested in the Fillmore Farm, the existence of a 10 year lease (the “**Lease**”) entered into by Guo and the tenants of the Fillmore Farm was a problem for them. In the opinion of the SK Agent, the Lease was well below market in terms of annual rental rate and as such any parties initially interested in the Fillmore Farm would decline to write an offer unless the Lease was terminated.
66. The Lease (see copy attached as Appendix E) was agreed to in or around October or November 2019. Prior to entry of this Lease Guo did not discuss it with the Proposal Trustee despite GLC’s on-going Proposal proceedings.
67. Based on the rent indicated in the Lease, after payment of property taxes the return to an investor based on an estimated selling price of \$280,000 to \$325,000 would be approximately 0.7% to 0.9% for the years 2020-2022 and increasing to approximately 1.1% to 1.25% for the last four years of the Lease.
68. According to the SK Agent, this is well below the 3-4% return that investors would be seeking to obtain.
69. As a result, the SK Agent declined to extend its listing agreement with respect to the Fillmore Farm.

## **MARKETING THE FILLMORE PROPERTY**

70. The Proposal Trustee made some enquiries as to other selling agents in the province of Saskatchewan and was referred to an agent with Hammond Realty (the “**New SK Agent**”), a realtor specializing in the sale of farm properties.
71. After providing details of the Fillmore Farm to the New SK Agent, an In-House Seller’s Brokerage Contract (the “**Fillmore Listing Contract**”) was negotiated with the Proposal Trustee and signed on March 7, 2022 (see copy attached as Appendix F).

72. The Proposal Trustee notes that the commission structure approved in the Conduct of Sale Order is consistent with the commission structure for residential property sales in the lower mainland of BC, however it isn't consistent with the commission structure for agricultural land sales.
73. Accordingly, if the sale of the Fillmore Farm as discussed in a subsequent section is approved by this Court, the Proposal Trustee would also be seeking the approval of the commission structure indicated in the Fillmore Listing Contract.
74. The New SK Agent immediately prepared feature sheets and maps for the Fillmore Farm and posted them to its website.
75. The New SK Agent arranged some showings of the Fillmore Farm, however the enquiries he received from interested parties generally revolved around the vendor's ability to terminate the Lease. The interested parties viewed the Lease as too long for parties wanting to farm the land themselves and too small a return for parties looking to invest.
76. However, in April 2022 the New SK Agent contacted the Proposal Trustee to advise that it had spoken to a representative of Ducks Unlimited Canada ("DUC") with respect to the Fillmore Farm. DUC had been advised of the Lease but was prepared to move forward with an offer essentially leaving the Lease in place, or at least with a revised version of the Lease leaving the substantive components of the Lease intact.
77. DUC's mission statement is "to conserve, restore and manage wetlands and habitats for the benefit of North America's waterfowl". The Fillmore Farm has a pond on it which is presumably one of the primary reasons for DUC's interest.
78. After several conversations with the New SK Agent, DUC referred the opportunity to its legal counsel in order to prepare an offer.

79. DUC's legal counsel reached out to the Proposal Trustee and subsequently the Proposal Trustee's legal counsel to obtain a better understanding of the current situation and how the process would work if an offer was presented.
80. Subsequent to those conversations, DUC's legal counsel presented an offer to the Proposal Trustee for the Fillmore Farm.
81. The offer was revised and finalized into the DUC Sale Contract on June 20, 2022. The substantive terms of the DUC Sale Contract (copy attached as Appendix G) are as follows:
- (a) The purchase price is \$335,000 consisting of a \$20,000 deposit paid upon execution of the DUC Sale Contract and the balance paid on closing;
  - (b) The DUC Sale Contract is conditional upon satisfaction of the following conditions in favour of DUC;
    - (i) Approval of the DUC Sale Contract by DUC's management and solicitors;
    - (ii) DUC's approval of the form and content of a Vesting Order;
    - (iii) DUC's approval of the Lease and the tenants agreement to enter into a new lease (the "**New Lease**"); and
    - (iv) Arrangement of suitable financing by DUC.
  - (c) The vendor is to seek approval of the DUC Sale Contract and the Vesting Order by this Honourable Court within 30 business days of removal of DUC's conditions; and

- (d) Closing of the DUC Sale Contract to occur within 21 business days of Court approval.
82. Pursuant to the terms of the DUC Sale Contract together with subsequent extensions, DUC had until July 25, 2022 to remove its conditions (the “**Condition Removal Date**”).
83. Subsequent to signing the DUC Sale Contract, DUC’s legal counsel undertook to draft the New Lease so that it could be presented by the Proposal Trustee to the tenants. DUC’s intentions were to mirror the principal terms and conditions of the Lease, but to create a lease that is more consistent with a standard commercial lease.
84. The New Lease was revised after negotiations to accommodate the tenant’s concerns and was signed by DUC and the tenants on July 22, 2022.
85. On July 25, 2022, DUC notified the Proposal Trustee that it had satisfied all of its conditions (see addendum attached to the DUC Sale Contract in Appendix G). Accordingly, the DUC Sale Contract is now only subject to the approval of this Honourable Court and the approval of the Vesting Order.

## **MARKET VALUE FOR THE FILLMORE FARM**

86. As indicated, the Fillmore Farm was originally listed with the SK Agent in July 2021. The initial list price was \$589,000.
87. However, this listing did not consider the implication of the Lease and was without the benefit of a site visit.
88. After commencing its marketing process, the SK Agent advised the Proposal Trustee of the feedback it was receiving from interested parties regarding the Lease and the state of the property. The SK Agent asked the Proposal Trustee to lower the listing price.

89. The Proposal Trustee requested the SK Agent to visit the site and prepare a report of its revised pricing recommendation.
90. The SK Agent's pricing recommendation for the Fillmore Farm (attached as Appendix H) suggested the fair value of the property to be between \$258,500 and \$349,800.
91. Given the potential perception of a conflict of interest for the SK Agent in setting a lower listing price, the Proposal Trustee engaged an independent third party to provide its opinion of value (the "**Independent Report**").
92. The Independent Report (copy attached as Appendix I) valued the Fillmore Farm in a range of \$280,000 to \$325,000.
93. The Proposal Trustee is of the view that the Fillmore Farm has been adequately exposed to the market and accepts the concern raised by both the SK Agent and the New SK Agent regarding the implications of the Lease on the value of the property.
94. Accordingly, the Proposal Trustee is of the view that the purchase price indicated in the DUC Sale Contract represents fair market value. The Proposal Trustee recommends the approval of the DUC Sale Contract and the Vesting Order by this Honourable Court.



## THE DISPUTED CLAIMS

95. 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

96. In or around November 2014, Guo and GLC sued Jianguo (Allen) Sun in respect of some mutual business dealings. As a result, Mr. Sun filed a counter-claim against GLC and Guo (the "**Sun Claim**").

97. The Sun Claim was disallowed by the Proposal Trustee.

98. Mr. Sun's legal counsel appealed the Proposal Trustee's disallowance to the Supreme Court on behalf of Mr. Sun (the "**Sun Claim Appeal**").

99. In or about May 2017, the Proposal Trustee and legal counsel for Sun agreed to adjourn generally the Sun Claim Appeal.

100. Since the adjournment of the Sun Claim Appeal, there has been no further activity with respect to the resolution of the Sun Claim other than some correspondence between counsel for the Proposal Trustee and counsel for the Sun Claim which is attached hereto as Appendix J.

### Jun Yuan

101. The claim of Jun Yuan (the "**Yuan Claim**") relates to a dispute dating back to May 2015 wherein GLC acted for Yuan.

102. The Proposal Trustee has been advised by legal counsel to GLC and Guo that:

- (a) the litigation has been settled for \$25,000; and
  - (b) 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**”).
103. Copies of emails from GLC’s counsel to Yuan’s counsel regarding the settlement discussions are attached as Appendix K.
104. While the Yuan Claim has been settled, the Proposal Trustee has not been provided with a copy of the Yuan Claim CDO.
105. The Proposal Trustee’s counsel has corresponded with counsel for the Yuan Claim detailing the Proposal Trustee’s understanding of the Yuan Claim settlement and asked to finalize the matter, but no satisfactory response has been obtained from Yuan’s counsel. This correspondence is attached as Appendix J.

**IRL Construction**

106. The claim of IRL Construction (“**IRL**”) relates to a dispute over the amount due for renovation work performed by IRL on GLC’s office.
107. The Proposal Trustee originally issued a notice of revision for the claim which was appealed by counsel to IRL (the “**IRL Claim Appeal**”) who provided a significant amount of additional documentation including invoices and supporting documentation to the Proposal Trustee.
108. Upon review of this additional documentation, the Proposal Trustee:
- (a) attempted to assist the parties to reach a settlement on the value of the claim as between GLC and IRL; and

- (b) agreed to an adjournment of the IRL Claim Appeal in these proceedings such that the matter could proceed to trial before this Honourable Court outside of these proposal proceedings (the “**IRL Litigation**”).
109. On February 4, 2021, judgment was rendered in the IRL Litigation after the conclusion of the trial in favour of IRL in the amount of approximately \$330,000 (including interest).
110. This IRL judgment was appealed by GLC, but the appeal was dismissed on June 2, 2022.
111. On November 21, 2021, a further judgment in the IRL Litigation awarded IRL costs in the amount of \$68,855.86 relating to the trial. On June 2, 2022 the Court of Appeal awarded costs in relation to GLC’s appeal to IRL (estimated at approximately \$10,300).
112. IRL had a lien in the amount of \$300,000 registered against the office owned by GLC, however, with the approval of IRL, the lien was removed after Guo agreed to pay \$280,000 into Court in regards to the IRL Litigation.
113. Accordingly, following payment of the monies held in Court (\$280,00) IRL would have an unsecured claim in the maximum amount of \$171,694 as the date of writing this report (subject to settlement of the cost award relating to the appeal which could adjust this amount downward slightly). This amount has been agreed upon with counsel for IRL.

## **Robert Grosz**

114. 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**”).
115. Grosz’s subsequent application to set aside the CDO was dismissed by this Court and accordingly this claim is resolved.

## **PLLR Lawyers**

116. The claim filed by PLLR Lawyers arises from a claim being asserted by a purchaser of real property from one of GLC’s clients (the “**PLLR Claim**”).
117. 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.
118. 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.
119. 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.
120. 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.

121. 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.
122. 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.
123. The Proposal Trustee forwarded a follow up email to PLLR Lawyers on July 21, 2022 but at the time of issuing this report had not received a response.

### **Bank of Montreal**

124. 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 the cheque was not honoured by CIBC.
125. In September 2017, the Proposal Trustee and its counsel convened discussions with GLC's counsel and BMO's counsel regarding a process for adjudicating BMO's claim (the "**BMO Disputed Claim**").
126. 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.
127. On December 10, 2018 a Notice of Civil Claim, action number 188703 was filed with the Vancouver Registry of this Court (the "**BMO Litigation**").
128. The BMO Litigation included a declaration that the BMO Disputed Claim is invalid, or in the alternative BMO is estopped from recovering any amount from GLC's Proposal.

129. The Proposal Trustee does not know the status of the BMO Litigation and is not aware if GLC pursued the declaration as noted above.
130. However, it appears clear that resolution of GLC’s issues with BMO will require more time in the BMO Litigation and the Proposal Trustee would expect the timeline for this process to be lengthy.
131. Even if the BMO Litigation never proceeds, steps of some kind need to be taken to address the BMO Disputed Claim.

**THE ESTIMATED NET PROCEEDS FROM THE SALES**

132. The table below is a statement of receipts and disbursements for the Proposal Trustee’s estate account:

<b>Statement of Proposal Trustee's Receipts and Disbursements for the period from January 13, 2017 to July 12, 2022</b>		
Proceeds from Mytopia sale		\$ 250,000.00
Proceeds from sale of properties		1,106,194.47
Proposal Trustee retainer		20,000.00
Funding from Guo		73,600.00
Funds held by PLLR Law		17,671.09
Interest earned		5,243.17
<b>TOTAL RECEIPTS</b>		<b>1,472,708.73</b>
Payment of Proposal Trustee fees and expenses		236,896.95
Payment of Proposal Trustee's legal counsel fees and expenses		243,277.89
Appraisal fees		787.50
Bank charges		153.25
<b>TOTAL DISBURSEMENTS</b>		<b>481,115.59</b>
<b>EXCESS OF RECEIPTS OVER DISBURSEMENTS</b>		<b>\$ 991,593.14</b>

133. As indicated, the Proposal Trustee currently holds approximately \$992,000 in its trust account.

134. If the sale of the Fillmore Farm is approved by this Honourable Court, the projected cash on hand for the Proposal Trustee would be approximately \$1.3 million made up as follows:

Proceeds from the sale of the Fillmore Farm		\$	335,000
Less: Real estate agent's commissions			(15,750)
Less: Estimated adjustments for property taxes			(5,000)
Gross proceeds			314,250
Plus cash on hand			992,000
<b>Projected cash on hand</b>		\$	<b>1,306,250</b>

135. The Proposal Trustee is not aware of any mortgages or other encumbrances registered against the Fillmore Farm.

#### SUMMARY OF CLAIM STATUS

136. As indicated in the Proposal, the intention of these proceedings was to allow time for GLC to sell the Lands and other assets and eventually pay all Proven Claims in full, including payment of the levy to the Office of the Superintendent of Bankruptcy (the “OSB Levy”).

137. The OSB Levy is 5% on the first \$1,000,000 and 1.25% on amounts over \$1,000,000 up to \$2,000,000 of the distribution to creditors. Accordingly, claims paid out under the Proposal would need to be grossed up by the amount of the OSB Levy.

138. As indicated previously, the:

- (a) current total of the Unpaid Proven Claims is approximately \$55,000;
- (b) Yuan Claim is settled and the Proposal Trustee understands settlement funds of \$25,000 are already held by counsel for GLC;

- (c) PLLR Claim and the Grosz Claim are both resolved;
  - (d) Sun Claim has been disallowed and the Sun Claim Appeal of this dismissal commenced in May 2017, but has not been pursued at all since that time;
  - (e) the BMO Disputed Claim is \$870,518.17; and
  - (f) the maximum amount of the IRL Claim is \$171,694.
139. Given the current status of all the claims, if the PLLR, Yuan and Sun Claims are removed from the total claims pool and there was money posted in Court for the maximum amount of the BMO Disputed Claim and the IRL Claim, then it would appear that the terms of the Proposal could be effectively satisfied without a need to sell additional Lands.
140. The table below summarizes the payments which would need to be made:

	Claim	Claim including OSB levy	
Projected cash on hand			\$ 1,306,250
<b>Less:</b>			
BMO claim	870,518.70	916,335.47	
IRL claim	171,964.00	181,014.74	
Proven claims	54,953.16	57,845.43	(1,155,196)
Legal fees paid by FTI to Dentons re Robert Grosz litigation			(16,465)
Estimated fees to complete the Proposal			(75,000)
Contingency			(25,000)
<b>Potential Surplus</b>			<b>\$ 34,589</b>

141. As indicated, it appears that there are sufficient funds available to make payment of the claims pursuant to the terms of the Proposal, post monies in Court for the two ongoing Disputed Claims and pay the professional fees and the OSB Levy.



## THE FEES OF THE PROPOSAL TRUSTEE AND ITS COUNSEL

142. By an order of the Court entered on June 17, 2021, the fees and expenses of the Proposal Trustee for the period from January 16, 2017 to June 30, 2020 in addition to the fees and expenses of the Proposal Trustee's legal counsel for the period from January 16, 2017 to August 13, 2020 were approved.
143. Subsequent to June 30, 2020, the fees and expenses of the Proposal Trustee to May 31, 2022 total \$58,768.18 (excluding taxes).
144. The fees and expenses of the Proposal Trustee's legal counsel for the period from August 14, 2020 to April 30, 2022 total \$90,989.40 (excluding taxes).
145. A substantial amount of these fees have been incurred in connection with Guo and GLC's opposition in Court to the Conduct of Sale Order and the various applications to approve sales, all of which were steps taken to allow GLC to complete the Proposal on its terms.
146. Attached as Appendix L to this report, is a summary of the Proposal Trustee's fees and expenses as well as the fees and expenses of its legal counsel.
147. As noted in the summary, all of the invoices that comprise the previously noted totals, have been approved by the Inspectors and paid from funds held by the Proposal Trustee.
148. The activities of the Proposal Trustee since it last passed its accounts before this Court have largely been covered in this report and prior reports to this Court and include among other activities:
  - (a) Researching real estate agents, negotiating listing agreements and working with the selected real estate agents to market the Lands;

- (b) Reviewing reports regarding market comparables for the Lands;
- (c) Commissioning reports for opinion of values;
- (d) Working with the real estate agents to negotiate offers on the Lands;
- (e) Preparing reports for this Honourable Court in support of sales of the Lands;
- (f) Appearing in Court for applications regarding the Conduct of Sale Order and approval orders for the sale of some of the Lands;
- (g) Communicating with Guo and responding to enquiries related to these proposal proceedings;
- (h) Conducting meetings of inspectors;
- (i) Communicating with and advising Guo in regards to a proposed amendment to the Proposal;
- (j) Communicating with creditors regarding Disputed Claims; and
- (k) Such other duties as required in relation to the Proposal.

149. The Proposal Trustee has not appended its invoices nor those of its legal counsel to this report due to the volume and privilege concerns. The Proposal Trustee notes that the invoices have been provided to the Company and approved by the estate Inspectors.

150. The Proposal Trustee would be pleased to provide copies to this Honourable Court should it desire to review them.

151. The Proposal Trustee also notes that it has not been reimbursed for the legal fees incurred as a result of the Proposal Trustee's defense to a lawsuit filed against the Proposal Trustee in its personal capacity (and its legal counsel and many other professionals) by Grosz, one of the Disputed Claims and former employee of GLC. This action by Grosz was eventually dismissed and Grosz was declared a vexatious litigant but not before legal fees totaling \$16,465.16 were incurred by the Proposal Trustee (the "**Grosz Action Legal Fees**"). Due to solicitor client privilege these invoices have not been provided.

### **THE CONDUCT OF GUO**

152. As noted previously and as indicated in the Proposal attached as Appendix A, Guo signed a Proposal Support Agreement pledging the Lands in support of the Proposal.

153. Paragraph 4 of the Proposal Support Agreement provides that: "The Sponsor agrees not to take any steps to encumber the Properties, including but not limited to granting of mortgages..."

154. In addition, the Proposal states that: "The Sponsor will irrevocably appoint the Trustee as her agent to receive the Net Proceeds from the Sale Transactions...."

155. Guo was also aware of the Conduct of Sale Order which granted exclusive conduct of sale to the Proposal Trustee for the Lands.

156. Despite all of this, the Proposal Trustee is aware of the following transactions having occurred (some of it subsequent to the Conduct of Sale Order regarding the Lands being granted:

- (a) On July 1, 2019 a mortgage over the property located at 5080 Linfield Gate, Richmond, BC (PID 004-059-913) was granted by Guo and Yunyan Luan in favour of Tri City Nominee Services Ltd. (see Title Search attached as Appendix M);
  - (b) On July 1, 2019 a mortgage over the property located at 6351 Francis Road, Richmond, BC (PID 012-551-813) was granted by Guo in favour of Tri City Mortgage Fund Ltd. (see Title Search attached as Appendix N);
  - (c) On March 18, 2022, a default judgement was registered against the property located at 5080 Linfield Gate, Richmond, BC (PID 004-059-913) by counsel to Kai Ming Yu and Qing Yan (see Title Search attached as Appendix O and copy of default judgement attached as Appendix P);
  - (d) On March 29, 2022, title to the property located at 6351 Francis Road, Richmond, BC (PID 012-551-813) was transferred from Guo to Lixing Dong (see Title Search attached as Appendix Q); and
  - (e) On April 13, 2022 a mortgage over the property located at 143-5951 Minoru Blvd., Richmond, BC (PID 024-105-261) was granted by Guo in favour of Tri City Capital (see Title Search attached as Appendix R).
157. The Proposal Trustee was not advised of these transactions by Guo and was only made aware of them through searches performed by the Proposal Trustee's legal counsel.
158. On March 17, 2022 and March 21, 2022 the Proposal Trustee forwarded emails to Guo requesting information regarding the transfer of the Francis Road property (see correspondence attached as Appendix S).

159. On March 30, 2022, the Proposal Trustee's legal counsel forwarded a letter to Guo requesting information on the transfer of the Francis Road property (see copy of letter attached as Appendix T).
160. On April 25, 2022, the Proposal Trustee forwarded an email to Guo regarding information on the mortgage granted over the Minoru Road property (see correspondence attached as Appendix U).
161. To date, none of the above correspondence has been responded to by Guo.
162. These transactions conducted by Guo in relation to the Lands have encumbered the equity in the Lands that was intended to be kept available for GLC's creditors under the terms of the Proposal and the Sponsor Agreement.
163. In addition, the Proposal Trustee is concerned about the timing of Guo entering the Lease over the Fillmore Farm for rent which was well under market value. This Lease made the sale of the Fillmore Farm much more difficult.

#### **RECOMMENDATIONS AND RELIEF SOUGHT BY THE PROPOSAL TRUSTEE**

164. The Proposal Trustee respectfully recommends and seeks the following relief from this Honourable Court:
  - (a) approval of the DUC Sale Contract/Vesting Order and payment of the real estate commission of the New SK Agent;
  - (b) an order terminating the Lease;
  - (c) an order affirming the Proposal Trustee's original dismissal of the Sun Claim and dismissing the Sun Claim Appeal;

- (d) a declaration that the Yuan Claim is accepted at \$25,000 and the Yuan Claim is dismissed upon a \$25,000 cheque, made payable to “Wiebe Wittman & Robertson LLP in trust”, from either GLC’s legal counsel or from the Proposal Trustee being delivered to Wiebe Wittman and Robertson LLP by registered mail (the “**Yuan Settlement Funds**”);
- (e) an order that the PLLR Claim has been settled without further payment being necessary;
- (f) a direction to the Proposal Trustee to pay the amount of \$171,694 into Court to the credit of the IRL Claim (the “**IRL Posted Funds**”);
- (g) an order that the IRL Posted Funds are to be held subject to further order of the court made in the IRL Litigation or agreement of the parties to the IRL Litigation;
- (h) a direction to the Proposal Trustee to pay the amount of \$817,813 into Court to the credit of the BMO Disputed Claim (the “**BMO Posted Funds**”);
- (i) an order that the BMO Posted Funds are to be held subject to an order of the court made in either the BMO Litigation or with respect to the BMO Disputed Claim;
- (j) an order approving:
  - (a) the fees and expenses of the Proposal Trustee from July 1, 2020 to May 31, 2022 in the amount of \$61,711.61 as well as approval of its activities to date;
  - (b) fees and disbursements of the Proposal Trustee’s legal counsel in these proceedings from August 14, 2020 to April 30, 2022 in the amount of \$101,708.86; and

(c) payment of the Grosz Action Legal Fees in the amount of \$16,465.16 from the estate funds.

165. The Proposal Trustee notes that it has discussed all of the above recommendations with the estate inspectors who are supportive of the relief being sought.

166. All of which is respectfully submitted this 27<sup>th</sup> day of July, 2022.

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

Name: \_\_\_\_\_  
Title: Managing Director,  
FTI Consulting Canada Inc.

# **APPENDIX A**



Court No. 11-2204779  
Vancouver Registry

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

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

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

**ARTICLE I DEFINITIONS & INTERPRETATION**

**1.1 DEFINITIONS**

In this Proposal, the following terms are defined:

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

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

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

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

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

**"Company"** means Guo Law Corporation.

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

**"Court"** means the Supreme Court of British Columbia.

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

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

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

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

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

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

not been resolved by agreement.

**"Effective Date"** means the earlier of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Sponsor"** means Hong Guo.

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 HEADINGS**

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

## **1.3 STATUTORY REFERENCE**

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

## **1.4 NUMBER AND GENDER**

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

## **1.5 CURRENCY**

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

## **1.6 DATE FOR ANY ACTION**

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

## **1.7 SCHEDULES**

The following are the schedule to this Proposal:

Schedule 1: Current estimated values of the Properties and encumbrances thereon.

Schedule 2: Form of Sponsor Support Agreement.

## **ARTICLE II PURPOSE AND EFFECT OF THE PROPOSAL**

### **2.1 PURPOSE OF THE PROPOSAL**

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

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

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

### **2.2 SALES PROCESS**

#### **Value of the Properties**

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

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

#### **Sales Process**

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

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

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

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

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

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

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

## **OTHER FUNDS**

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

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

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

## **2.3 PROCEEDS OF SALE AND RECOVERY PROCEEDINGS**

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

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

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

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



## **2.4 TRUSTEE UNDER THE PROPOSAL**

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

## **2.5 TREATMENT OF UNAFFECTED CREDITORS**

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

## **ARTICLE III TREATMENT OF CREDITORS**

### **3.1 CLASSES OF CREDITORS**

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

Unaffected Creditors and Unaffected Claims are unaffected by this Proposal.

### **3.2 PAYMENT TO UNSECURED CREDITORS**

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

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

### **3.3 ASSIGNMENT OF CLAIMS**

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

### **3.4 UNSECURED CREDITORS WITH DISPUTED CLAIMS**

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

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

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

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

### **3.5 ASSIGNMENT AND RELEASE**

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

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

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

## **ARTICLE IV PRIORITY PAYMENTS**

### **4.1 TRUSTEE'S FEES**

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

### **4.2 PAYMENT OF PRIORITY CREDITORS**

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

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

## **ARTICLE V CONDITIONS PRECEDENT**

### **5.1 CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

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

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

### **5.2 WAIVER OF CONDITIONS**

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

## **ARTICLE VI DELIVERY OF NOTICES AND DISTRIBUTIONS UNDER THE PROPOSAL**

### **6.1 NOTICES AND PAYMENTS TO UNSECURED CREDITORS**

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

### **6.2 UNDELIVERABLE DISTRIBUTIONS**

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

### **6.3 WITHHOLDING TAXES AND SUPERINTENDENT'S LEVY**

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

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

## **ARTICLE VII MEETING OF THE UNSECURED CREDITORS**

### **7.1 MEETING**

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

### **7.2 VOTING**

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

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

### **7.3 PROXIES AND VOTING LETTERS**

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

Creditors.

#### **7.4 ADJOURNMENT OF MEETING**

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

#### **7.5 INSPECTORS**

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

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

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

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

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

### **ARTICLE VIII AMENDMENTS AND MODIFICATIONS**

#### **8.1 AMENDMENT OF PROPOSAL**

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

## **8.2 MODIFICATION OF PROPOSAL**

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

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

## **8.3 WAIVERS**

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

## **ARTICLE IX APPLICATION FOR APPROVAL ORDER**

### **9.1 APPLICATION FOR APPROVAL ORDER**

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

### **9.2 CONTINUATION OF THE STAY OF PROCEEDINGS**

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

## **ARTICLE X GENERAL**

### **10.1 CERTIFICATE OF FULL PERFORMANCE OF PROPOSAL**

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

### **10.2 FURTHER ACTIONS**

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

**10.3 NOTICES**

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

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

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

**10.4 DATE & REFERENCE**

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

**10.5 SUCCESSORS AND ASSIGNS**

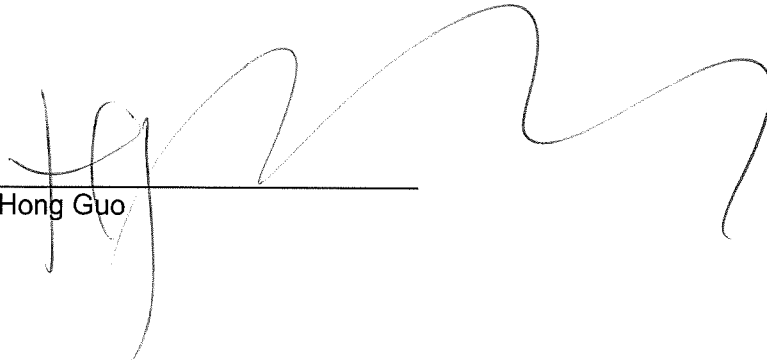
The Proposal is binding upon the Company and the Unsecured Creditors and their respective heirs, executors, administrators, successors and assigns.

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

**GUO LAW CORPORATION**

Per Authorized Signatory

Hong Guo

A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be the name 'Hong Guo'.

**Schedule 1**  
**Current Estimated Values of the Properties and Encumbrances Thereon**

**Consolidated Real Property of Hong Guo and Guo Law Corporation**  
**Schedule 1 - Table of Real Property Equity**

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

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

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



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

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

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

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

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

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

**Total estimated equities from the Home: 601,339**

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

**Schedule 2**

**Proposal Support Agreement**  
Dated for Reference March 30, 2017

**AMONG**

Hong Guo  
5080 Linfield Gate  
Richmond, BC V7C 4L4

(the "Sponsor")

**AND**

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

(the "Company")

**WHEREAS**

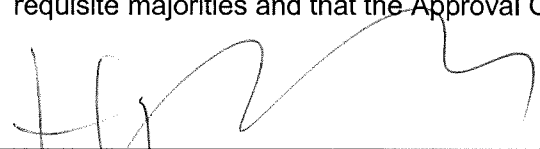
- A. The Company has filed a Notice of Intention to Make a Proposal pursuant to the *Bankruptcy and Insolvency Act* in the form attached hereto as Schedule "A" (the "Proposal"); and
- B. The Sponsor desires to fund the Company's proposal by selling her personal assets and taking steps to recover funds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

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

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

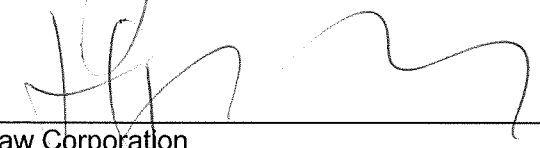
against the Properties, without the prior consent of the Trustee, the Inspectors (if any are appointed), and the Custodian. To the extent judgments are registered against any of the Properties, the Sponsor agrees to take all reasonable steps to obtain a judicial stay of proceedings of such judgments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

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



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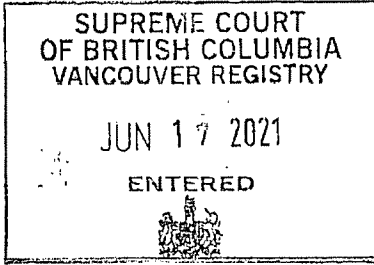
Hong Guo



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Guo Law Corporation  
Per: Hong Guo

# **APPENDIX B**



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

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

IN THE MATTER OF THE PROPOSAL OF GUO LAW CORPORATION

ORDER MADE AFTER APPLICATION

BEFORE ) THE HONOURABLE )  
 ) JUSTICE DUNCAN )  
 ) June 10, 2021 )  
 ) )  
 ) )

ON THE APPLICATION of FTI Consulting Canada Inc., the proposal trustee (the "Proposal Trustee") coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on June 10, 2021, and on hearing Colin D. Brousson, lawyer for the Proposal Trustee and Hong Guo, on behalf of herself and Guo Law Corporation ("GLC");

THIS COURT ORDERS that:

*Service*

1. service of the Notice of Application on behalf of the Proposal Trustee and the materials filed in support thereof (collectively, the "Application Materials") shall be and is hereby deemed to be good and valid;

*Approval of Exclusive Conduct of Sale*

2. the Proposal Trustee shall have exclusive conduct of the sale and be at liberty to list the lands and premises known and described in **Schedule "A"** to this Order (the "Lands") for sale immediately, and to do all things reasonably incidental thereto including paying to any real estate licensee or firm that may arrange a sale a commission of not more

than 7% of the first \$100,000.00 of the gross selling price and 2.5% of the balance of the gross selling price, plus GST, that commission to be paid from the proceeds of the sale;

3. any person or persons in possession of the Lands, including any tenant or tenants, to immediately permit any duly authorized agent of the petitioner to inspect or appraise the Lands and the interior thereof and show the Lands and the interior thereof to prospective purchasers between the hours of 10:00 a.m. and 8:00 p.m. on any day including Sundays and statutory holidays, and to post signs on the Lands indicating that the Lands are offered for sale;
4. any sale shall be subject to the approval of this Honourable Court, on notice to Hong Guo and Guo Law Corporation, unless agreed to by all parties;
5. all funds, monies, cheques, instruments, and other forms of payments received or collected by the Proposal Trustee from and after the making of this Order from any sale of the Lands (the "**Proceeds**"), shall be deposited into the existing accounts of the Proposal Trustee to be held by Guo Law Corporation through the Proposal Trustee pursuant to the terms of the proposal ultimately passed by the creditors and approved on May 4, 2017, by this Honourable Court (the "**Proposal**"), including the accompanying Proposal Support Agreement (the "**Support Agreement**"), to the extent that such terms do not conflict with the terms of this Order;
6. the Proposal Trustee shall distribute all Proceeds pursuant to the terms of the Proposal and the Support Agreement, to the extent that such terms do not conflict with the terms of this Order;
7. the Proposal Trustee's fees will be paid by Guo Law Corporation in priority to payment of all proven claims in accordance with the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, from the Proceeds;

*Release of Funds*

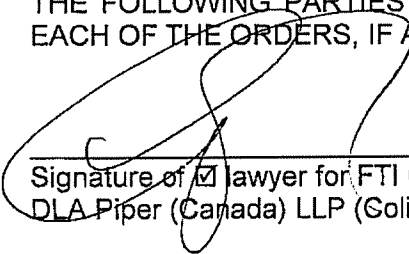
8. notwithstanding any trust conditions or directions from GLC, Farris LLP is hereby directed to send to the Proposal Trustee all funds Farris LLP now holds in trust that it held or holds in trust for the purpose of satisfying the Proven Claims (as defined in the Proposal filed herein) and the Proposal Trustee will hold these funds for the benefit of the Proposal and distribute it under the Terms of the Proposal;

9. Pryke Lambert Leathley Russell LLP, is hereby directed to send to the Proposal Trustee the balance of the funds it seized from GLC's bank account prior to the commencement of the Proposal proceedings (the "**Garnished Funds**"), and the Proposal Trustee will hold these funds for the benefit of the Proposal and distribute it under the Terms of the Proposal;

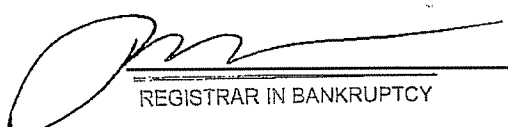
*Fees, Disbursements, and Activities Approval*

10. the fees and disbursements of the Proposal Trustee for the period of January 16, 2017, to June 30, 2020, are hereby approved;
11. the fees and disbursements of the Proposal Trustee's legal counsel for the period of January 16, 2017 to August 13, 2020 are hereby approved; and
12. endorsement of this Order by counsel appearing on this application other than the counsel for the Proposal Trustee is hereby dispensed with.

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

  
\_\_\_\_\_  
Signature of  lawyer for FTI Consulting Inc.  
DLA Piper (Canada) LLP (Golin D. Brousson)

  
BY THE COURT

  
\_\_\_\_\_  
REGISTRAR IN BANKRUPTCY

**Schedule "A"**

The Lands

**Hong Guo's Investment Property (the "Group A")**

1. 143-5951 Minoru Blvd, Richmond, British Columbia

PID: 024-105-261

Strata Lot 259 Block 4 North Range 6 West

New Westminster District Strata Plan LMS3165

Together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

2. 6351 Francis Road, Richmond, British Columbia

PID: 012-551-813

Lot 2 Section 19 Block 4 North Range 6 West

New Westminster District Plan 79707

3. 1736 St. John Street, Regina, Saskatchewan

Title #: 105181691

Hong Guo is the registered owner of Surface Parcel # 107036063

Lot 31 Blk/Par 290 Plan No OLD33 Extension 0

As described on Certificate of Title 99RA25620

4. Saskatchewan Farmland

- a. Fillmore

Parcel # 096-000511500

Parcel # 096-000502200

- b. Key West

Parcel # 070-000911100

Parcel # 070-000911300

Parcel # 070-000914301

Parcel # 070-000912400

Parcel # 070-000901200

Parcel # 070-000901400

- c. Caledonia

Parcel # 099-000216400

Parcel # 099-000209100

Parcel # 099-000211200

Parcel # 099-000210300

Parcel # 099-000202200

Parcel # 099-000202400



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

5. 5080 Linfield Gate, Richmond, British Columbia

PID: 004-059-913

Lot 262 Section 13 Block 4 North Range 7 West  
New Westminster District Plan 46175

# **APPENDIX C**

## STATEMENT OF TRUST FUNDS RECEIVED AND DISBURSED

VENDOR: **FTI Consulting Canada Inc. solely in its capacity as the Trustee under the Bankruptcy Proposal of Guo Law Corporation**

PURCHASER #1: **Land Baron Investments Inc. pursuant to the October 12, 2021 Order filed in Estate No. 11-2204779**

PURCHASER #2: **Sean Kessler pursuant to the October 14, 2021 Order filed in Estate No. 11-2204779**

DESCRIPTION	Received	Disbursed
<p>LAND BARON Oct 26/21</p> <p>From Landmart Realty Ltd. re: Balance of Land Baron Deposit after payment of Commission     \$28,860.00 (Gross Commission)     - <u>\$50,000.00</u> (Land Baron Deposit)     (\$21,140.00) (Balance of Land Baron Deposit) (See Attachment #1)</p>	<p><b>\$21,140.00</b></p>	
<p>LAND BARON Nov 4/21</p> <p>From Olayemi Law Solicitors for Land Baron Investments Inc. re: Cash to Close pursuant to Land Baron Statement of Adjustments (See Attachment #2)</p>	<p><b>\$600,825.48</b></p>	
<p>LAND BARON Nov 8/21</p> <p>To R.M. of Key West No. 70 re: Payment of outstanding property taxes and arrears (See Attachment #3)</p>		<p><b>\$1,650.96</b></p>
<p>KESSLER Nov 26/21</p> <p>From Griffin Toews Maddigan Solicitors for Sean Kessler re: Cash to Close pursuant to Kessler Statement of Adjustments, plus \$1,280.80 in interest (9 days @ \$142.31/day) (See Attachment #4)</p>	<p><b>\$743,333.19</b></p>	
<p>KESSLER Dec 7/21</p> <p>To Lane Realty Corp. re: Balance of Kessler Commission     \$33,300.00 (Gross Commission)     - <u>\$10,000.00</u> (Kessler Deposit)     \$23,300.00 (Balance of Commission) (See Attachment #5)</p>		<p><b>\$23,300.00</b></p>
<p>KESSLER Dec 7/21</p> <p>To R.M. of Key West No. 70 re: Payment of outstanding property taxes and arrears (See Attachment #6)</p>		<p><b>\$4,178.67</b></p>
<p>KESSLER Dec 7/21</p> <p>To Farm Credit Canada re: Payout of Loan No. 349036001, plus two days interest @ \$25.05 per diem (See Attachment #7)</p>		<p><b>\$231,682.29</b></p>

DESCRIPTION	Received	Disbursed
KESSLER            From Griffin Toews Maddigan Dec 7/21           Solicitors for Sean Kessler re: Additional interest payable (12 days @ \$142.31/day)	\$1,707.72	
<b>TOTAL RECEIVED</b>	<b>\$1,367,006.39</b>	
<b>TOTAL DISBURSED</b>		<b>\$260,811.92</b>
<b>LAND BARON FUNDS IN TRUST</b>		<b>\$620,314.52</b>
<b>KESSLER FUNDS IN TRUST</b>		<b><u>\$485,879.95</u></b>
		<b>TOTAL: \$1,106,194.47</b>



**LANE REALTY CORP.**  
*Farm & Ranch Specialists*

www.lanerealtycorp.com

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

LAW OFFICE: D.L.A. PIPER (CANADA) LLP  
ADDRESS: SUITE #2800, PARK PLACE  
666, BURBARD, ST. VANCOUVER, BC.  
FAX: (604) 687-1612 V6C 2Z7  
PH: (604) 687-9444

DATE: Oct. 18/21

Our File #: 21-49

ATTN: RICHARD, LORD  
RE: F.T.I. CONSULTING AS THE selling to LAND BARON INVESTMENTS, INC.  
TRUSTEE UNDER PROPOSAL OF AND/OR NOMINEE  
SOULAW.

Dear Sir

Enclosed please find copies of the necessary documentation for the above mentioned transaction.

All conditions have been met and you are hereby instructed to act on behalf of the Vendor  
F.T.I. CONSULTING AS THE TRUSTEE with the documentation. OMOLARA, OLAYEMA of  
- CAPSTONE LAW OFFICE, Law Office will be acting on behalf of the Purchaser  
LAND BARONS, INVESTMENTS, INC.

Please protect our office for the total commission of \$ 26,000.00 + \$ 1,300.00 GST +  
\$ 1,560.00 PST. → a deposit of \$ 50,000.00 which IS → in trust. AT LAND MART, REALTY  
Upon → your instructions, THEY WILL forward the balance of \$ 21,140.00 to  
your → office.

Completion Date is NOVEMBER, 4<sup>th</sup>, 2021

Thank-you for your cooperation in that the above may be completed promptly.

NOTE A: Mineral Titles not included in sale, ROYAL LEPAGE LANDMART, REALTY (306)-684-0136

#605- A, MAIN, STREET, N. MOOSE JAW SK. % QING, ZHANG <q.ing.canada@gmail.com>

NOTE B: Vendor's Address: % CRAIG, MUNROE (604) 757-6108 - CELL (604) 365-8953

Suite # 1450 - 701 WEST, GEORGIA ST. VANCOUVER BC V7Y 1B6.

NOTE C: Purchaser's Law Firm: 357, BROAD, STREET REGINA, SK. S4R 1X2

Tel (306) 559-2463 FAX (306) 559-2464 <Lara@capstonelaw.ca>

NOTE D: Upon closing, please issue our office a letter stating that the sale has closed and that our  
office can release trust funds

Sincerely,  
B. Lord

Lane Realty Corp.

ENCL

## Land Baron - Attachment #2

### STATEMENT OF ADJUSTMENTS

VENDOR: FTI Consulting Canada Inc. solely in its capacity as the Trustee under the Bankruptcy Proposal of Guo Law Corporation

PURCHASER: Land Baron Investments Inc.

PROPERTY:

1. SW-01-09-24-W2
2. NW-01-09-24-W2
3. LSD 9-11-09-24-W2
4. LSD 9-Sec-11-09-24-W2
5. LSD 10-11-09-24-W2
6. Bjk/Par A, Plan No 101163776
7. Bjk/Par B, Plan No 101188717
8. SW-12-09-24-W2

ADJUSTMENT DATE: November 4, 2021



	CREDIT TO PURCHASER	CREDIT TO VENDOR
Purchase Price		\$650,000.00
Deposit	\$50,000.00	
Tax Adjustment \$1,650.96 (total 2021 Levies) / 2 = \$825.48 See Note #1 and Attachment #1		\$825.48
Lease Adjustment See Note #2 and Attachment #2	N/A	
Cash to Close	\$600,825.48	
<b>Total</b>	<b>\$650,825.48</b>	<b>\$650,825.48</b>



Land Baron - Attachment #3

**TAX CERTIFICATE**

Municipality: Rural Municipality of Key West No. 70 No. 2021.31

File No: 039071-00002 Amount: TWENTY Dollars \$20.00

RECEIVED FROM:

DLA Piper (Canada) LLP  
Suite 2700, 10220 - 103rd Ave NW  
Edmonton, Alberta  
 email: erin.sitter@dlapiper.com

Particulars of Payment	
Gen. Receipt No.	
Cash Received	
Cheque Received	20.00
Total	20.00
Receipt for	20.00
Change Returned	0
Initials	YJ

This is to certify that the taxes shown against the lands specified are due to the Municipality as at the date of this certificate.

	Property #2	Property #1	Properties #3, 4 & 5	Property #6
	Land Description	Land Description	Land Description	Land Description
	NW 1-09-24	SW 1-09-24	NE 11-09-24	N1/2 SE 11-09-24
Plan Number				
Current Taxes Owning	\$ 390.12	\$ 385.59	\$ 133.77	\$ 207.05
Discounts Allowed - School Exempt	\$ 5.61	\$ 5.55	\$ 1.92	\$ 2.98
<b>Net Current Taxes</b>	<b>\$ 384.51</b>	<b>\$ 380.04</b>	<b>\$ 131.85</b>	<b>\$ 204.07</b>
Tax Arrears Owning	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00
Current Tax Amount Paid	\$ -	\$ -	\$ -	\$ -
Net Arrears & Penalty	\$ -	\$ -	\$ -	\$ -
Previous Years Levy	\$ -	\$ -	\$ -	\$ -
<b>Total Payable</b>	<b>\$ 384.51</b>	<b>\$ 380.04</b>	<b>\$ 131.85</b>	<b>\$ 204.07</b>
Date Tax Lien Registered				
<b>Total Required to Discharge Lien (Arrears, Penalty &amp; Costs)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Net current taxes and net arrears reported above are the amounts payable within the current month. If the total is not paid within the current month contact the Administrator to adjust totals. a penalty of 0.75% per month or portion thereof, applies to all arrears of tax for each full month which arrears of taxes remain unpaid during the year.

Taxes for the current year **HAVE** been levied. (as above)



Dated at Ogema Saskatchewan,  
 This 19th day of October 2021

[Signature]  
 Administrator

# TAX CERTIFICATE

Municipality: Rural Municipality of Key West No. 70

No. 2021.32

File No: 039071-00002

Amount: TWENTY

Dollars

\$20.00

RECEIVED FROM:

DLA Piper (Canada)LLP

Suite 2700, 10220 - 103rd Ave NW

Edmonton, Alberta

email: erin.sitter@dlapiper.com

Particulars of Payment	
Gen. Receipt No.	
Cash Received	
Cheque Received	20.00
Total	20.00
Receipt for	20.00
Change Returned	0
Initials	YJ

This is to certify that the taxes shown against the lands specified are due to the Municipality as at the date of this certificate.

Lands all W2  Plan Number	Property # 7	Property # 8		
	Land Description	Land Description	Land Description	Land Description
	S 1/2 SE 11-09-24	SW 12-09-24		
Current Taxes Owning	\$ 194.52	\$ 364.01	\$ -	\$ -
Discounts Allowed - School Exempt	\$ 2.80	\$ 5.24	\$ -	\$ -
<b>Net Current Taxes</b>	<b>\$ 191.72</b>	<b>\$ 358.77</b>	<b>\$ -</b>	<b>\$ -</b>
Tax Arrears Owning	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00
Current Tax Amount Paid	\$ -	\$ -		
Net Arrears & Penalty	\$ -	\$ -	\$ -	\$ -
Previous Years Levy	\$ -	\$ -	\$ -	\$ -
<b>Total Payable</b>	<b>\$ 191.72</b>	<b>\$ 358.77</b>	<b>\$ -</b>	<b>\$ -</b>
Date Tax Lien Registered				
<b>Total Required to Discharge Lien (Arrears, Penalty &amp; Costs)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Net current taxes and net arrears reported above are the amounts payable within the current month.

If the total is not paid within the current month contact the Administrator to adjust totals.

a penalty of 0.75% per month or portion thereof, applies to all arrears of tax for

each full month which arrears of taxes remain unpaid during the year.

Taxes for the current year

**HAVE**

been levied. (as above)



Dated at Ogema Saskatchewan.

This 19th day of October 2021

Administrator

**Total Taxes Due: \$1,650.96**



## Kessler - Attachment #4

### STATEMENT OF ADJUSTMENTS

VENDOR: FTI Consulting Canada Inc. solely in its capacity as the Trustee  
under the Bankruptcy Proposal of Guo Law Corporation

PURCHASER: Sean Kessler

PROPERTY:

1. SW-02-10-20-W2
2. NW-02-10-20-W2
3. NE-09-10-20-W2
4. SE-10-10-20-W2
5. NW-11-10-20-W2
6. Block A, Plan No. 101335014
7. SW-16-10-20-W2

ADJUSTMENT DATE: November 17, 2021

	CREDIT TO PURCHASER	CREDIT TO VENDOR
Purchase Price		\$750,000.00
Deposit	\$10,000.00	
Tax Adjustment \$4,104.77 (total 2021 Levies) / 2 = \$2,052.39 See Note #1 and Attachment #1		\$2,052.39
Cash to Close	\$742,052.39	
Total	\$752,052.39	\$752,052.39

E. & O.E.

#### NOTES:

1. Pursuant to the Contract of Purchase and Sale dated August 10, 2021 made between the Vendor and Purchaser as amended (collectively, the "Offer"), property taxes for 2021 will be shared equally between the Vendor and the Purchaser. The Vendor shall attend to payment of all outstanding property taxes and arrears on or immediately following the Adjustment Date.
2. In the event the Purchaser is not a GST registrant as at the Adjustment Date, GST in the sum of \$37,000 must be paid concurrent with the Cash to Close.
3. This Statement has been prepared based upon information provided to us and believed to be correct. However, its accuracy is not guaranteed.
4. Any adjustments not contained in this Statement are to be made directly between the Vendor and the Purchaser.
5. Unless otherwise expressly provided in writing, the parties to the transaction shall adjust utilities, accounts and like services themselves.



**LANE REALTY CORP.**  
*Farm & Ranch Specialists*

www.lanerealtycorp.com

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

LAW OFFICE: D.L.A. PIPER(CANADA) LLP  
ADDRESS: Suite # 2800 PARK PLACE  
666 BARRARD, ST. VANCOUVER. B.C.  
FAX: (604) 605 - 3761 V6C 2Z7  
PH: (604) 643 - 6467

DATE: NOV. 8<sup>th</sup> 2021

Our File #: 21-46

ATTN: RICHARD LORD  
RE: FTI CONSULTING, AS TRUSTEE selling to SEAN, KESSLER + OR NOMINEE  
UNDER PROPOSAL OF B.O.U. LAW

Dear Sir,

Enclosed please find copies of the necessary documentation for the above mentioned transaction.

All conditions have been met and you are hereby instructed to act on behalf of the Vendor FTI CONSULTING AS TRUSTEE with the documentation. MIKE GRIFFIN of GRIFFIN, TOEWS, MADDIAN Law Office will be acting on behalf of the Purchaser SEAN, KESSLER + OR, NOMINEE.

Please protect our office for the total commission of \$ 30,000<sup>XX</sup> + \$ 1500<sup>XX</sup> GST + \$ 1800<sup>XX</sup> PST. We are holding a deposit of \$ 10,000<sup>XX</sup> which we have in trust. Upon closing please forward the balance of \$ 23,300<sup>XX</sup> to our office.

Completion Date is NOVEMBER, 17/2021

Thank-you for your cooperation in that the above may be completed promptly.

NOTE A: Mineral Titles not included in sale ✓

NOTE B: Vendor's Address: c/o CRAIG-MUNROE (604) 757-6018 cell (604) 365-8953  
SUITE # 1450-701 WEST GEORGIA ST. VANCOUVER, B.C. V7Y 1B6

NOTE C: Purchaser's Law Firm: 1530 ANBUS STREET, REGINA, SASK S4T 1Z1  
TEL # (306) - 525-6125 FAX # (306) 525-5226 <mikegriffin@sasktel.net>

NOTE D: Upon closing, please issue our office a letter stating that the sale has closed and that our office can release trust funds

Sincerely,

Bobomy

Lane Realty Corp.

ENCL

Kessler - Attachment #6

☒

DLA Piper (Canada) LLP  
Suite 2800, Park Place  
666 Burrard St  
Vancouver BC V6C 2Z7  
www.dlapiper.com  
Richard J. Lord  
richard.lord@dlapiper.com  
T +1 604 643 6467  
F +1 604 605 3761

December 7, 2021

FILE NUMBER: → 039071-00002

R.M. of Caledonia No. 99  
Box 328  
Milestone, SK S0G 3L0

☒

Attention: Tax Department

Dear Sirs/Mesdames:

Re: → Outstanding Property Taxes and Arrears - Hong Guo  
Roll Nos. 152000, 153000, 180000, 187000, 189100 and 210000

We are the solicitors for FTI Consulting Canada Inc., namely the Bankruptcy proposal trustee for Guo Law Corporation and Hong Guo.

Please find enclosed:

1. → Tax Certificates issued by your office; and
2. → our firm trust cheque in the sum of \$4,178.67, representing the current outstanding property taxes and arrears owing against the properties.

We confirm that the properties captured under the above Roll Nos. were sold via court proceedings to Sean Kessler effective November 17, 2021.

Kindly provide confirmation of your receipt of the enclosed funds by return email or fax.

Yours truly,  
DLA Piper (Canada) LLP  
Per:

Richard J. Lord  
Partner  
R.L.L.

# Kessler - Attachment #7



## Loan Payout Statement

To: DLA Piper (Canada) LLP  
Fax number:

From: Janelle Foran  
Department: Special Credit  
Issue date (YYYY-MM-DD): 2021-12-06

Customer name: Hong Guo

Projected payout date (YYYY-MM-DD): 2021-12-07

Funds	CAD
Customer number	0100158968
Loan number	349036001
Interest rate	4.049%
Daily interest due after payout date	\$25.05
Term expiry date	2023-12-01
Principal balance	\$216,288.90
Principal past due	\$6,935.81
Accrued interest	\$142.57
Interest past due	\$4,531.69
Unapplied funds / Suspense funds	\$0.00
Fees	\$1,888.44
Insurance	\$0.00
Interest on past due	\$7.66
Prepayment fees	\$1,837.12
<b>Total payout amount</b>	<b>\$231,632.19</b>

Please note that the above calculations assume that all payments between today's date and the projected date will have been made.

These are projections only. For the final payout amount, please call your Special Credit Account Manager or Special Credit Technician on the day you intend to make the payment.

The prepayment fee calculation is valid for three business-days, including the date of issue.

Note: Payment can be sent to the Special Credit office at FCC, ATTN: Deposit Operations 1800 Hamilton Street, PO Box 4320 Regina SK S4P 4L3

To ensure your payment is applied correctly, include your customer and loan number with your cheque. Payments made after 3:00 PM will be credited to the account the next business day and will therefore incur additional per diem.

If you have questions about this statement or fees charged to your account, please contact Special Credit at 1-306-539-6448

If completed by FCC, payouts on Real Property loans will require an electronic discharge fee based on where the security is located:

Province:	Ontario	Manitoba	British Columbia
Fee:	\$85	\$125	\$40

Other borrower(s):

N/A

6270c1(2020-03-26)

Page 1 of 1

# **APPENDIX D**

**From:** [Munro, Craig](#)  
**To:** [Guo Hong](#)  
**Cc:** [Brousseau, Colin](#)  
**Subject:** RE: [EXTERNAL] RE: Proposal  
**Date:** Thursday, February 10, 2022 5:22:00 PM  
**Attachments:** [image001.png](#)

---

Hi Hong:

I have not heard anything further from you regarding the funding required to conclude this Proposal. Accordingly, I am providing you with the courtesy of notice that we will be listing some of the other pledged properties with real estate agents in accordance with previously obtained Court Orders.

Regards

---

**From:** Munro, Craig  
**Sent:** Wednesday, January 19, 2022 5:22 PM  
**To:** Guo Hong <[hong@guolaw.ca](mailto:hong@guolaw.ca)>  
**Cc:** Brousseau, Colin <[colin.brousseau@dlapiper.com](mailto:colin.brousseau@dlapiper.com)>  
**Subject:** RE: [EXTERNAL] RE: Proposal

Hi Hong:

With the new year, we have now passed the 5 year point on this proposal. My understanding was that you were going to spend the last two months looking for financing so that the Proposal proceedings could be brought to a conclusion. As I understand it from David Lunny's recent materials, you have not even set a date yet for the appeal of the IRL judgement. As I summarized for you in an email prior to the holidays, we require just under \$200K to conclude the Proposal. Every month of delays means that costs go up. I appreciate that this has not been easy on you and I am sorry for that. However, creditors have been waiting 5 years for payments and we need to bring this to a conclusion.

I need you to either find financing or I am going to be forced to list more of your pledged properties for sale. I will give you until the end of next week to find financing or I will start contacting real estate agents to list the pledged properties.

Regards

---

**From:** Guo Hong <[hong@guolaw.ca](mailto:hong@guolaw.ca)>  
**Sent:** Monday, January 10, 2022 5:32 PM  
**To:** Munro, Craig <[Craig.Munro@fticonsulting.com](mailto:Craig.Munro@fticonsulting.com)>  
**Subject:** [EXTERNAL] RE: Proposal

Hi, Craig

We will have the appeal finalized and we will get at least \$160000 back.

We are pushing forward BMO matter. I cannot see any opportunity for BMO to win their counter claim after GLC and CIBC advised BMO the deficiencies of the cheque, BMO still paid out the \$8xxxx cheque with forged signature. Of course BMO know the judges better.

Yours

Hong

---

**From:** Munro, Craig [<mailto:Craig.Munro@fticonsulting.com>]  
**Sent:** Monday, January 10, 2022 16:49  
**To:** Guo Hong

**Cc:** Brousson, Colin  
**Subject:** Proposal

Hi Hong:

Further to our conversation, here is an estimate of where things are at regarding the proposal of Guo Law. The sale of the two properties generated about \$1.1 million after payment of property taxes and realtor commissions. Taking into account outstanding professional fees and the claims filed (inclusive of the Superintendent of Bankruptcy's levy), there would be a shortfall of approximately \$192K. This assumes \$50K for outstanding professional fees for the month of November and an estimate of costs to finalize the proposal. This is just an estimate as I have not asked Colin for his time in November, nor called up my unbilled work in process. The estimate to complete is based on the fact that we would need to make an application to Court to deal with the claims of Juan Yuan, Allen Sun and PLLR as well as get approval to pay the BMO funds and IRL funds into Court. This would require the Proposal Trustee to draft a report and Colin would need to appear in Court seeking the appropriate orders.

I understand you are seeking to raise financing to deal with the BMO claim. Subject to Colin's thoughts, if it was part of your financing arrangement to direct \$192K to the Proposal Trustee, we could probably remove the caveats from the properties pledged pursuant to the Proposal Support Agreement and we could finalize the proposal.

Hi Hong:

Happy New Year. Hope you are keeping well.

Further to my email from early December, we have now received the sale proceeds from the two farm properties (net of the Farm Credit Mortgage repayment) and used the funds to bring the professional fees current. As a result, here is the revised estimate of the funds required to bring the Proposal proceedings to a conclusion:

<b>Guo Law Corporation</b>			
	<b>Claim</b>	<b>Claim including OSB levy</b>	
Net cash in Proposal Trustee's account from sale of properties			1,007,009
Less:			
BMO claim	870,518.70	916,335.47	
IRL claim	153,800.74	161,895.52	
Proven claims	54,953.16	57,845.43	(1,136,076)
Legal fees paid by FTI to Dentons re Robert Grosz litigation			(16,465)
Estimated fees for November and costs to complete			(50,000)
Estimated shortfall			(195,533)

Can you please let me know what your plan is with respect to funding the shortfall as we really don't want to have to sell additional properties. Colin was contacted with respect to the refinancing of the house you own with your sister. Please be advised that pursuant to your Proposal any financing/refinancing requires the consent of the Proposal Trustee. Accordingly, please let us know in advance of any future financings.

Please let me know if you have any questions.

Thanks

**Craig Munro**

**F T I Consulting**

604-757-6108 Direct

604-365-8953 Mobile

[Craig.Munro@fticonsulting.com](mailto:Craig.Munro@fticonsulting.com)

Suite 1450, P.O. Box 10089

701 West Georgia St.

Vancouver, BC V7Y 1B6

[www.fticonsulting.com](http://www.fticonsulting.com)

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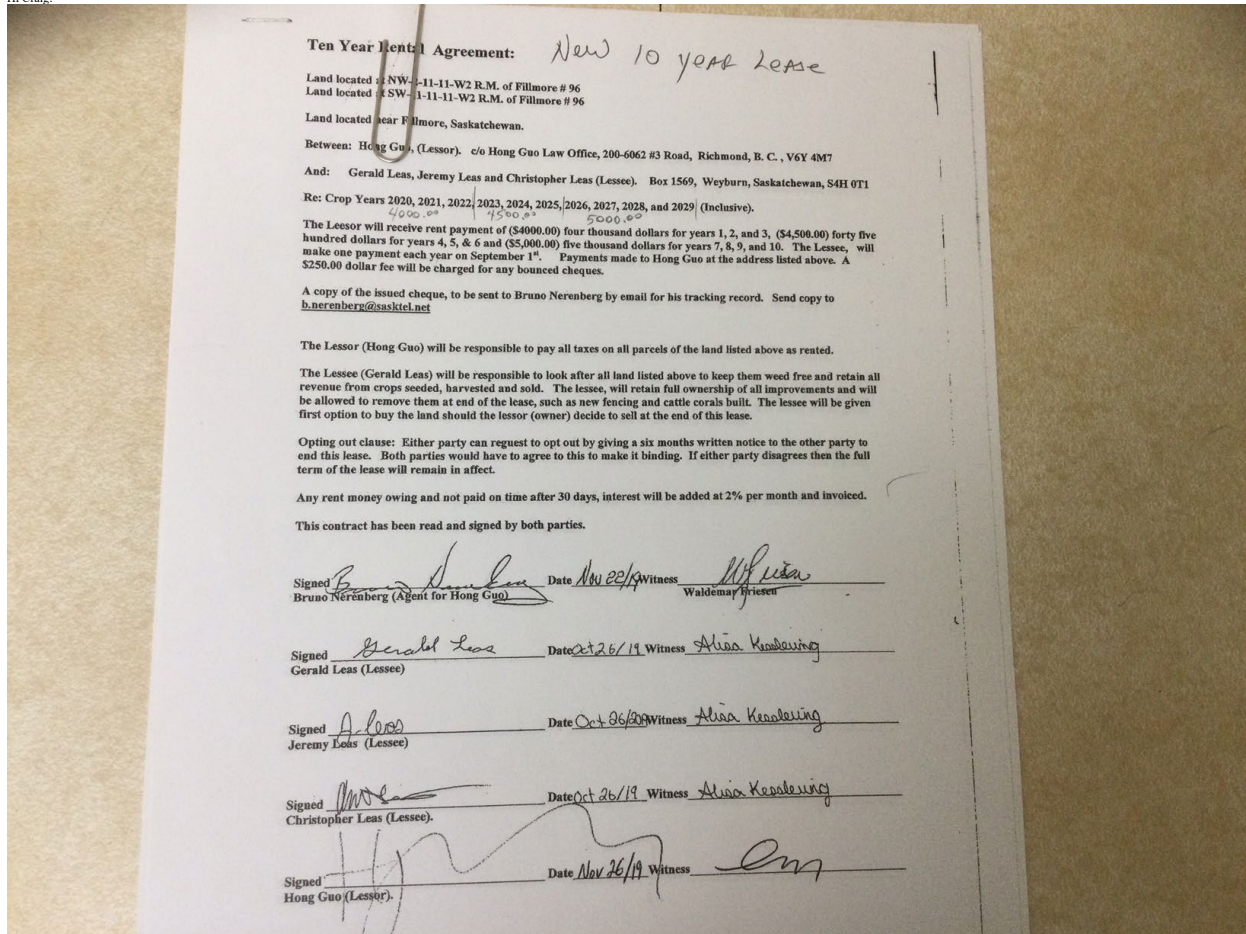
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# **APPENDIX E**

From: Bruno Nerenberg  
To: Bruno Gagn  
Subject: [EXTERNAL] Farmland  
Date: Sunday, July 11, 2021 9:45:13 AM

Hi Craig:



New 10 year farmland lease.

# **APPENDIX F**

# IN-HOUSE EXCLUSIVE SELLERS BROKERAGE CONTRACT

## Between

Herein Called "Seller"				
Name	Address	City/Town/Province	Postal Code	Phone
Hong Guo C/O Craig Munro FTI Consulting Canada Inc. as Proposal Trustee	Suite 1450 701 W Georgia St	Vancouver, BC	V7Y 1B6	604-365-8953

And

Herein Called "Seller's Brokerage"				
Brokerage Name	Agent	Address	City/Town/Province	Postal Code
Hammond Realty	Wade Berlinic	Box 1054	Biggar, SK	S0K 0M0

**1. TERM OF CONTRACT:**

- A. The Seller hereby lists exclusively with the Seller's Brokerage the property described in Paragraph 2. This contract comes into full force and effect on mm 03 dd 07 yyyy 2022 until 11:59 p.m. on mm 03 dd 06 yyyy 2023 unless renewed in writing.
- B. The Seller's Brokerage is hereby authorized to obtain any/all information concerning the Property from any person, corporation, or governmental authority.

**2. PROPERTY:** The Seller hereby lists exclusively with the Sellers Brokerage the following Property:

**A. Legal Description and Land Details:**

RM	Legal Description	Soil Class	Assess	Gr. Tax	Cult.	Not Cult	Total Acres
Fillmore #96	NW 2-11-11-W2	J	193,300	921	130	31	161
Fillmore #96	SW 11-11-11-W2 Ext 39	K	141,200	673	105	53	158
Totals			334,500	1594	135	84	319

**NOTE:** Property Taxes shown above are for the 2020 Taxation Year.

**3. TERMS OF SALE:**

- A. Asking Price: \$335,000.00.
- B. Possession Date: Negotiable.
- C. Terms: Cash.
- D. Lease Agreement: The sale of the property is subject to the current lease agreement for the property remaining intact unless the tenant agrees in writing to cancel the lease agreement.
- E. The livestock fencing on the property belongs to the tenant, not the Seller.

**4. LISTING SERVICE AND BUYER BROKERAGE:**

- A. The Seller authorizes and instructs the Seller's Brokerage to  cooperate  not cooperate with other Brokerages in the marketing of the property.

HR Initials \_\_\_\_\_

 \_\_\_\_\_ Seller Initials

B. The Seller directs the Seller's Brokerage to allow a sales representative authorized by the Seller's Brokerage to make the agency disclosures required of the Seller's Brokerage.

**5. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:**

The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the property including, but not limited to:

- A. Listing and advertising the property using any medium including the Internet.
- B. Disclosing property information to prospective buyers, and, if the seller wishes to cooperate with other brokerages, to brokers, salespersons and others who may assist in the sale of the property.
- C. Such other use of the Sellers personal information as is consistent with listing and marketing of the property.

**6. BROKERAGES COMMISSION:** The Seller agrees:

- A. To pay to the Seller's Brokerage a gross commission of \$15,000.00, or one half of the deposit forfeited pursuant to a Contract of Purchase and Sale of the property, whichever is less, plus applicable taxes in respect of the commission (commission + tax = remuneration) if:
  - i. during the term of this Contract the Seller and a Buyer enter a legally enforceable Contract of Purchase and Sale.
  - ii. within 180 days of expiration of this Contract, the Seller and a Buyer enter into a legally enforceable Contract of Purchase and Sale, in respect of which the efforts of the Seller's Brokerage during the term of this Contract were an effective cause of the sale.
  - iii. a prospective Buyer offers in writing during the term of the Contract, to purchase the Property on the terms and conditions described in Section 3 above, even if the Seller does not accept the offer.

except that 6A(ii) above shall not apply if the Seller must pay commission on the sale to another Brokerage arising from a Brokerage Contract entered into by the Seller and that other Brokerage after the expiration of this Contract, even if the efforts of the Seller's Brokerage under this Contract were an effective cause of the sale.

B. The commission earned by the Seller's Brokerage shall be payable upon completion of the sale or when paragraph 6A(iii) above applies, seven days after demand by the Brokerage.

**7. ASSIGNMENT OF COMMISSION:**

- A. The Seller hereby irrevocably assigns to the Sellers Brokerage from the proceeds of sale of the Property, the amount of commission due to the Sellers Brokerage and authorizes the Sellers Brokerage to retain from the deposit monies the amount of the Sellers Brokerage commission.
- B. The Seller further hereby irrevocably and unconditionally directs and authorizes their solicitor, or any other solicitor acting on their behalf in this sale, to pay the aforesaid commission and taxes, less any deposit, from the proceeds of the sale when releasable. This shall be and constitute full and sufficient authority for so doing and appoints the Sellers Brokerage as the Sellers irrevocable agent to demand and receive payment thereof.
- C. I/We, as Seller, now encumber all of my/our interest in the Land, Buildings and Attached Goods for the benefit of the Brokerage to secure payment to the Brokerage of all money which may be owed to the Brokerage under this Agreement. I agree that the Brokerage is entitled to encumber the Land in accordance with the Land Titles Act, 2000 (Saskatchewan).

**8. THE SELLERS BROKERAGE AGREES WITH THE SELLER AS FOLLOWS:**

- A. To act only as the Brokerage for the Seller except where Limited Dual Agency exists.
- B. To provide information about the Property to Buyer's Brokerages if authorized to do so in Clause 4A.
- C. Subject to 10B below, to exercise duties of loyalty, obedience, competence, confidentiality, accountability, and disclosure to the Seller.
- D. To accept remuneration from the Buyer only with the knowledge and consent of the Seller.

- E. To assist in obtaining a Buyer for the Property the Seller's Brokerage will offer to a Buyer's Brokerage, if authorized to do so in Clause 4A, a portion of the Seller's Brokerage's remuneration in the amount of \$5,000.00.

**9. THE SELLER:**

- A. Does  Does not  agree to give the Seller's Brokerage exclusive authority to advertise the Property.
- B. Does  Does not  agree to allow the Seller's Brokerage to place "For Sale" and "Sold" signs upon the Property.
- C. Agrees to allow the Seller's Brokerage, and if authorized in Clause 4A, a Buyer's Brokerage, to show the Property to a prospective Buyer.
- D. Agrees to refer to the Seller's Brokerage all enquiries for the purchase of the Property, and to deliver to the Seller's Brokerage all offers and Contracts of Purchase and Sale, with respect to the Property which may be received during the term of this Exclusive Contract or arising by reason of the efforts of the Seller's Brokerage.

**10. THE SELLER ACKNOWLEDGES AND AGREES THAT:**

- A. It is not a breach of the Seller's Brokerage's duty of confidentiality if the publication of the information relating to the Property results in the information becoming known to members of the public, including a prospective Buyer and Buyer's Brokerage.
- B. It is not a breach of duty to the Seller for the Seller's Brokerage to list, show or sell Property of competing Sellers.
- C. This Property is not listed with any other Brokerage.
- D. Another Brokerage representing only a Buyer does not owe fiduciary duties to the Seller.
- E. A Seller, who is a non-resident of Canada, must comply with The Income Tax Act of Canada upon completion of the sale.
- F. The Sellers Brokerage shall disclose to Buyers & Buyers Brokerages all material defects about the physical condition of the property known to the Sellers Brokerage.

**11. LIMITED DUAL AGENCY:**

The Seller agrees that the Seller's Brokerage may also act as agent for the Buyer of a Property in which the Buyer is interested, in which case:

- A. The Seller's Brokerage shall disclose to the Seller his/her agency relationship with the Buyer prior to the Seller's Brokerage presenting a Contract of Purchase and Sale from that Buyer to the Seller, but shall not have to disclose such relationship before that time.
- B. The duties of the Seller's Brokerage to the Seller and the Buyer will be modified by the limitations of Limited Dual Agency described in the Saskatchewan REALTORS® Association brochure entitled, "Agency Disclosure" which the Seller acknowledges he/she has read and agreed to.

**12. MISCELLANEOUS PROVISIONS:**

- "Sale" includes an exchange and "sale price" includes the value of Property exchanged.
- "Period" or "date of expiration" of this Contract includes the period or date of expiration of any written extension.
- Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of Saskatchewan.
- The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- This Contract shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors or assigns.
- In the event that the Sellers Brokerage ceases to be a member of the Saskatchewan REALTORS® Association, or to be registered under THE REAL ESTATE ACT, this Contract shall be void provided, however, that the parties shall continue to be liable for any obligation to each other incurred prior to such termination.

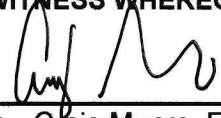
13. BY SIGNING THIS CONTRACT THE SELLER ACKNOWLEDGES HAVING RECEIVED AND READ THE BROCHURE PUBLISHED BY THE SASKATCHEWAN REALTORS® ASSOCIATION ENTITLED, "AGENCY DISCLOSURE". The Seller acknowledges having read and understood this Contract, that it accurately describes the agreement with the Seller's Brokerage, and that a copy of it has been received by the Seller on/before this date.

Signed at 9:30 AM this 8<sup>th</sup> day of March, 2022.

SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS WHEREOF I have hereunto set my hand

  
Witness

  
Seller – Craig Munro, FTI Consulting Canada Inc., as  
Proposal Trustee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Hammond Realty – Wade Berlinic

SCHEDULE A to Listing Contract

Sale of lands by Guo Law Corporation's Bankruptcy Proposal Trustee,  
FTI Consulting Canada Inc. (the "Trustee") in connection with the  
Supreme Court of British Columbia Estate No. 11-2204779 (the "Action")

DATE: March 8, 2022

RE: The Property as defined in the listing contract dated March 8, 2022 (the "Listing Contract") between the Trustee/Seller and the Seller's Brokerage.

Notwithstanding any term or condition to the Listing Contract contained herein or otherwise, the parties hereto agree as follows:

1. No commission shall be payable by the Trustee to the Seller's Brokerage unless both of the following events occur:
  - a. a legally enforceable contract of purchase and sale between the Seller and a buyer is approved by the Supreme Court of British Columbia (the "Court") in the Action; and
  - b. any such sale as approved by the Court in the Action is also completed.
2. Notwithstanding that the Listing Contract indicates that a commission shall be payable to the Seller's Broker and calculated according to a fixed percentage, the amount of that commission is subject to Court approval and the Seller/Trustee shall not be obligated to pay any commission to the Seller's Broker that is not ultimately approved by the Court; and
3. The Seller's Broker shall ensure that a Schedule "A" (to be prepared by the Trustee's counsel) will be attached to any offer, or that the offer be in any such form as the Trustee may otherwise require and provide to the Seller's Broker.

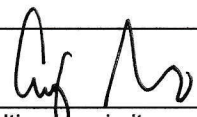
Witness

  
\_\_\_\_\_

Witness

\_\_\_\_\_  
Seller's Brokerage (print)

signature

  
\_\_\_\_\_  
FTI Consulting Inc., in its capacity as Trustee  
having conduct of sale in the Action





# AGENCY DISCLOSURE - #205

Taking the Guesswork out of Agency Relationships  
Developed & Provided by your Association of Saskatchewan REALTORS®

REALTORS® work within a framework of legal principles called agency. REALTORS® believe that it is important that the buying and selling public understand how an agency relationship works and when it exists. This document defines agency and explains the agency duties you can expect from a REALTOR®. It serves as a prelude to any agency agreement you will enter into with a REALTOR®. It will enable you to be a better informed consumer of REALTOR® services.



## WHAT IS AGENCY?

At law, agency is a specific relationship between two or more people. One person must authorize the other person to act on his/her behalf, and the other person must consent to do so. In other words, when you authorize a REALTOR® to work for you in buying or selling a property and the REALTOR® agrees, you and the REALTOR® are in an agency relationship. As a member of the public, you are probably familiar with working with individual REALTORS®. However, the agency relationship is actually between you and the REALTOR'S® brokerage. The brokerage is the real estate company, its branch offices and all of its salespeople. Therefore, when you hire your REALTOR®, the law of agency says that you hire the entire brokerage.

In case of a rental or lease transaction, the term Buyer shall include Tenant and the term Seller shall include Landlord.

In Saskatchewan, REALTORS® practice three different forms of agency: ■ Seller's Agency ■ Buyer's Agency ■ Limited Dual Agency



## SELLER'S AGENCY

In Seller's Agency, a real estate company represents only the interests of the seller. Sellers typically hire a real estate company to sell their property by signing a "listing" agreement (now called the Seller's MLS® Brokerage Contract). This is the Contract that establishes the formal agency relationship between the seller and the real estate brokerage. The Exclusive Seller's Brokerage Contract will explain exactly what the seller instructs the Seller's Brokerage to do, what services the Seller's Brokerage will provide to the seller, who will pay for those services and what obligations the seller will have.

- |   |  |
|---|--|
| <b>A Seller's Brokerage is expected to:</b>   |  |
| <ul style="list-style-type: none"> <li>obey the seller's instructions on the Exclusive Seller's Brokerage Contract and all <u>lawful</u> instructions of the seller;</li> <li>represent the seller's best interests;</li> <li>fully disclose known facts which might influence the seller's decisions;</li> </ul> | <ul style="list-style-type: none"> <li>maintain the confidentiality of personal and financial information discussed with the seller even after the Exclusive Seller's Brokerage Contract expires;</li> <li>safeguard the seller's documents and money; and</li> <li>exercise reasonable care and diligence.</li> </ul> |



## BUYER'S AGENCY

In Buyer's Agency, a real estate company (brokerage) represents only the interests of the Buyer. Buyer's Agency can be established by working with a REALTOR® or by a written contract between the buyer and the brokerage called an Exclusive Buyer's Brokerage Contract. The Exclusive Buyer's Brokerage Contract will explain exactly what the buyer instructs the Buyer's Brokerage to do, what services the Buyer's Brokerage will provide to the buyer, who will pay for those services and what obligations the buyer will have.

- |   |   |
|---|---|
| <b>In Buyer's Agency, the REALTOR® is expected to:</b>  |   |
| <ul style="list-style-type: none"> <li>obey the buyer's instructions on the Exclusive Buyer's Brokerage Contract and all <u>lawful</u> instructions of the buyer;</li> <li>represent the buyer's best interests;</li> <li>fully disclose known facts which might influence the buyer's decision;</li> </ul> | <ul style="list-style-type: none"> <li>maintain the confidentiality of personal and financial information discussed with the buyer even after the Exclusive Buyer's Brokerage Contract expires;</li> <li>safeguard the buyer's documents and money; and</li> <li>exercise reasonable care and diligence.</li> </ul> |



## LIMITED DUAL AGENCY

Dual agency occurs on the sale of a property when the same REALTOR® or when different REALTORS® employed by the same real estate company (brokerage) work for both the buyer and the seller. When dual agency occurs, the brokerage's duties of confidentiality and loyalty to the seller conflict with the same duties to the buyer. Therefore, the Association of Saskatchewan REALTORS® has proposed certain rules and limitations to deal with dual agency situations which are:


- That the REALTOR® will not disclose that the buyer will pay a price or agree to terms other than those contained in the offer, or that the seller will accept a price or terms other than those contained in the Exclusive Seller's Brokerage Contract.
- That the REALTOR® will not disclose the motivation of the buyer to buy or the seller to sell unless authorized by the buyer or seller.
- That the REALTOR® will not represent the interest of either the buyer or the seller to the advantage of one over the other.
- That the REALTOR® will not disclose personal or financial information of either the buyer or the seller unless authorized in writing.
- That the REALTOR® shall disclose to the buyer all material defects about the physical condition of the property known to the REALTOR®.
- That all "comparable" property information may be disclosed to both the buyer and seller at any time.

The brokerage shall disclose the dual agency to the buyer immediately before preparing an offer (Contract of Purchase and Sale) on the property for signing by the buyer. The brokerage shall disclose the dual agency to the seller immediately before presenting that offer (Contract of Purchase and Sale) to the seller for acceptance. The brokerage shall not be obligated to disclose the dual agency before the times described above.



## WHEN THERE IS NO AGENCY RELATIONSHIP

A real estate brokerage may provide services to buyers and sellers without creating buyer or seller agency. This is called "customer service". Under this arrangement, the brokerage can provide many valuable services in a fair and honest manner. This relationship can be set out in a buyer or seller customer service agreement. Real estate negotiations are often complex and a brokerage may be providing agency and/or customer service to more than one seller or buyer. The brokerage will disclose these relationships to each buyer and seller.

  
\_\_\_\_\_  
Initials



## QUESTIONS & ANSWERS

1. Can I still list on the MLS® System?

*Yes! Most properties are sold through an information exchange system developed by REALTORS® called the Multiple Listing Service System or MLS® System. In Saskatchewan MLS® Systems deem all REALTORS® who are not in an Exclusive Seller's Brokerage Contract with the seller to be in a Buyer Agency relationship with the buyer and acting as that buyer's REALTOR®. The seller can expect from a buyer's REALTOR® an honest representation of a buyer's offer to purchase.*

2. Am I in an agency relationship when I look through a public Open House?

*You are not in a Buyer Agency relationship or Limited Dual Agency until you and the REALTOR® establish a working relationship.*

3. If the seller's REALTOR® is working for the seller, can I trust what he/she tells me about the property?

*The seller's REALTOR® is bound by provincial legislation to treat all parties to a transaction honestly and fairly. A buyer can expect competent service, knowing the seller's REALTOR® is bound by ethics and law to be honest and thorough in representing the property for sale. A buyer can also expect from a seller's REALTOR® disclosure of pertinent information about a property, assurance that nothing about the property will be misrepresented and honest answers to all questions about the property.*



## HONESTY AND INTEGRITY

The term REALTOR® refers to real estate professionals in Canada who are members of The Canadian Real Estate Association (CREA) and who subscribe to a high standard of professional service and to a strict Code of Ethics. As well, most real estate professionals in our province are members of the Association of Saskatchewan REALTORS® (ASR) and through this membership are members of CREA. In Saskatchewan, only members of ASR can call themselves REALTORS®. When you deal with a REALTOR®, you can expect not only strict adherence to provincial laws, but also adherence to a Code of Ethics. That Code is very important to you, because it assures that you will receive a high standard of professional service, honesty and integrity. One of the ethical obligations embodied in the Code requires that REALTORS® disclose who they are representing in a real estate transaction:

### ARTICLE 2

A REALTOR® shall fully disclose in writing to, and is advised to seek written acknowledgement from, his or her Clients and those Customers who are not represented by other Registrants regarding the role and nature of the service the REALTOR® will be providing. This disclosure shall be made at the earliest possible opportunity and in any event prior to the REALTOR® providing professional services which go beyond providing information as a result of incidental contact by a consumer.

If you have any questions about the contents of this form, contact your local real estate board/association or talk to the REALTOR® with whom you are dealing.



## PROFESSIONAL SERVICES

Through your agency relationship with a REALTOR®, you can expect service that is loyal to your interests, obedient to your instructions, confidential, accountable, honest and forthcoming when dealing with you and others. REALTORS® can provide you with a variety of valuable market information and assistance in the decision-making process of buying or selling real estate including, but not limited to, the following. Use a REALTOR® when you need a professional to:

### Explain

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ real estate terms and practices</li> <li>▪ the correct usage of contracts</li> </ul> | <ul style="list-style-type: none"> <li>▪ lenders and their policies</li> <li>▪ costs involved in a real estate transaction</li> </ul> |
|---|---|

### Help

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>▪ establish fair market value of your property</li> <li>▪ effectively market your property</li> <li>▪ know your range of affordability</li> <li>▪ obtain information about property for sale and the details on zoning, taxes, utility costs, square footage and comparative values</li> </ul> | <ul style="list-style-type: none"> <li>▪ select properties to view</li> <li>▪ view properties</li> <li>▪ prepare contracts of purchase and sale and counter contracts</li> <li>▪ negotiate on your behalf</li> </ul> |
|---|--|

*I acknowledge having received and read this document and agree to the limitations of Limited Dual Agency set out herein.*

From: HAMMOND REALTY  
(Real Estate Company)

Signed at VANCOUVER, BC 03 dd 08 yyyy 2022.

[Signature]  
Witness

[Signature]  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

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#205 - 02/2019

# **APPENDIX G**

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT MADE IN DUPLICATE BETWEEN:

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

- and -

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

### WHEREAS:

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

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

and

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

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

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

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

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

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

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

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

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

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

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

(d) Suitable financing by DUC.

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

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

For the Vendor: Suite 1450, 701 W Georgia St, Vancouver, BC, V7Y 1B6

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

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

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

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

DATED by the Vendor this 13<sup>th</sup> day of June, 2022.

SIGNED, SEALED AND DELIVERED  
in the presence of

Wly  
Witness

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

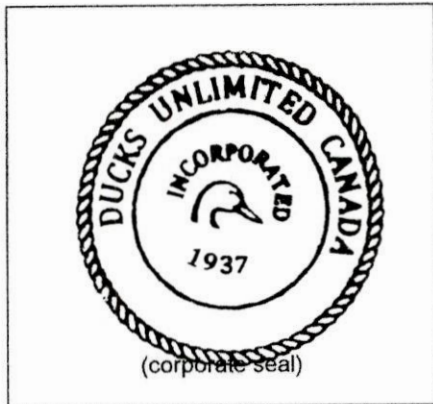
Per: [Signature]

Name: CRAIG MUNRO

Title: MANAGING DIRECTOR

I have the authority to bind the corporation.

DATED by DUC this 20 day of June, 2022.



DUCKS UNLIMITED CANADA

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

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



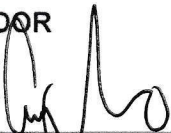
**“”ADDENDUM TO AGREEMENT OF PURCHASE AND SALE  
(COURT ORDERED SALE)  
FOR THE PROPERTY DESCRIBED IN THE ATTACHED CONTRACT  
  
(THE “PROPERTY”)**

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

**VENDOR**

By: \_\_\_\_\_

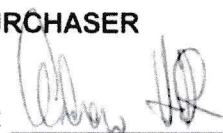
Date: \_\_\_\_\_

  
\_\_\_\_\_  
July 25, 2022

**PURCHASER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
July 25, 2022

# APPENDIX H



**LANE REALTY** CORP.

*Saskatchewan's Farm & Ranch Specialists*™

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

Phone: (306) 569-3380

Fax: (306) 569-3414

[www.lanerealtycorp.com](http://www.lanerealtycorp.com)

Date: Aug 4, 2021

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 lentials 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 W2M 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. x \$800/ac. = \$731,000

860 Cult. Acres x \$900/ac. = \$774,000

953 Total Acres x \$800/ac = \$762,000

953 Total Acres x \$900/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 reasons. 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 through the property. The land that is valued at \$1,647/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 Cultivable Acre.

258 cultivatable acres x \$1,100/ac = \$258,500

318 Total Acres x \$1,100/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](mailto:jasonselinger@sasktel.net)

# APPENDIX I



October 12, 2021

**Hong Guo/co Craig Munro**  
**FT Consulting**  
**Suite 1450, P. O. Box 10089**  
**701 West Georgia St.**  
**Vancouver, BC V7Y 1B6**

Re: Subject property parcels: (SAMA Property Reports used for cultivated acres)

**RM of Fillmore #96**

NW-02-11-11 w2 (160ac/130 ac-cult--30 ac wet /soil type J/Ass \$193,300)  
SW-11-11-11 w2 (155 ac/105 ac-cult—50 ac-wet/soil type K/Ass \$141,200)

**RM of Caledonia #99**

SW-02-10-20 w2 (159ac/159 ac-cult--0 ac wet /soil type M/Ass \$185,500)  
NW-02-10-20 w2 (160 ac/127 ac-cult—33 ac-wet/soil type M/Ass \$129,000)  
SW-16-10-20 w2 (159ac/124 ac-cult--35 ac wet /soil type M/Ass \$153,500)  
NE-09-10-20 w2 (159 ac/154 ac-cult—5 ac-wet/soil type M/Ass \$163,300)  
SE-10-10-20 w2 (159ac/142 ac-cult--17 ac wet /soil type M/Ass \$167,600)  
NW-11-10-20 w2 (158 ac/155 ac-cult—3 ac-wet/soil type M/Ass \$189,600)

**RM of Key West #70**

NE-11-09-24 w2 (66ac/47 ac-cult--19 ac wet /soil type J/Ass \$50,200)  
SE-11-09-24 w2 (79 ac/69 ac-cult—10 ac-wet/soil type J/Ass \$77,700)  
SE-11-09-24 w2 (79 ac/68 ac-cult--10 ac wet /soil type J/Ass \$73,000)  
SW-12-09-24 w2 (158 ac/135 ac-cult—23 ac-wet/soil type H/Ass \$136,600)  
NW-01-09-24 w2 (158ac/128 ac-cult--30 ac wet /soil type K/Ass \$146,400)  
SW-01-09-24 w2 (158 ac/138 ac-cult—20 ac-wet/soil type K/Ass \$144,700)

The following is a Realtor's opinion of value and is not to be confused with an appraisal which would be done by a licensed appraiser.

I have reviewed the land sales over the past 12 months in the **RM of Fillmore #96**  
**RM of Caledonia #99, RM of Key West #70**  
that were reported by Farm Credit Canada, Farm Land Security Board

**RM of Fillmore #96** -- I valued these two quarter sections with **238** cultivated acres in a range of  
**\$280,000.00 to \$325,000.00**

**RM of Caledonia #99**- I valued these two quarter sections with **861** cultivated acres in a range of  
**\$725,000.00 to \$810,000.00**

**RM of Key West #70**- I valued these two quarter sections with **585** cultivated acres in a range of  
**\$645,000.00 to \$710,000.00**

**Wally V Lorenz/Realtor**  
**RE/MAX of the Battlefords**  
**Cell-306-84307898**  
**Office-306-446-8800**  
[znerol.w@sasktel.net](mailto:znerol.w@sasktel.net)

# **APPENDIX J**



**From:** [Brousson, Colin](#)  
**To:** ["Kent Wiebe"](#)  
**Cc:** [Munro, Craig](#); [Yang, Dannis](#); [McCawley, Alexandra](#)  
**Subject:** [EXTERNAL] RE: Guo Law Corporation BIA Proposal Proceedings  
**Date:** Wednesday, July 20, 2022 12:26:03 PM

---

Kent,

Almost another year has passed since our last correspondence and we have not heard from you on the status of your two clients' claims in the relation to the Guo Law Corporation ("**Guo Law**") proposal made under the BIA. As you will recall, our client is the proposal trustee for Guo Law (the "**Proposal Trustee**"). The Proposal Trustee wishes to complete all matters in this proceeding in one final upcoming application (the "**Wind Up Application**") and we write to you in that regard.

As a reminder, your office remains on the record for the following two claims:

### **Jianguo (Allen) Sun**

1. The claim of Jianguo (Allen) Sun (the "**Sun Claim**") relates to a Notice of Civil Claim filed against Guo Law dating back to November 2014;
2. The Sun Claim was disallowed by the Proposal Trustee and your offices appealed that Proposal Trustee's disallowance to the BCSC on behalf of Sun (the "**Sun Claim Appeal**");
3. The Proposal Trustee and legal counsel for Sun from your offices agreed to adjourn that appeal from the disallowance generally; and
4. Since the adjournment of the appeal of the disallowance, there has been no further activity with respect to the resolution of the Sun Claim other than this correspondence.

### **Jun Yuan**

1. The claim of Jun Yuan (the "**Yuan Claim**") relates to a dispute dating back to May 2015 wherein Guo Law acted for Yuan;
2. The Proposal Trustee was advised by legal counsel to Guo Law and Hong Guo personally, that the litigation had been settled for \$25,000 and that Guo Law's counsel has been holding \$25,000 in trust to be released to your offices as Yuan's legal counsel upon receipt of a signed Consent Dismissal Order (the "**Yuan Claim CDO**") from your offices;
3. The Proposal Trustee has been provided with copies of emails from Guo Law's legal counsel to your offices regarding the settlement discussions and resolution; and
4. The Yuan Claim has been settled, however the Proposal Trustee has not been provided with a copy of the final Yuan Claim CDO from your offices and your client doesn't have the \$25,000 yet.

We write to advise that as part of the Proposal Trustee's Wind Up Application we will be seeking the following relief:

1. A declaration affirming the Proposal Trustee's original dismissal of the Sun Claim and dismissing the Sun Claim Appeal; and

2. A declaration that the Yuan Claim is accepted at \$25,000 and the Yuan Claim shall be resolved upon a \$25,000 cheque, made payable to "Wiebe Wittman & Robertson LLP in trust", being sent either from Guo Law's legal counsel or from the Proposal Trustee to your offices.

We will serve your offices shortly with the Wind Up Application material and expect to set the matter down in the first couple of weeks of August 2022.

Yours truly,

**Colin Brousson**

Partner

T +1 604.643.6400

F +1 604.605.4875

E [colin.brousson@dlapiper.com](mailto:colin.brousson@dlapiper.com)

---

**From:** Brousson, Colin

**Sent:** Monday, September 27, 2021 5:00 PM

**To:** Kent Wiebe <[kwiebe@wwrlaw.ca](mailto:kwiebe@wwrlaw.ca)>

**Cc:** Munro, Craig <[Craig.Munro@fticonsulting.com](mailto:Craig.Munro@fticonsulting.com)>; Yang, Dannis <[dannis.yang@ca.dlapiper.com](mailto:dannis.yang@ca.dlapiper.com)>; McCawley, Alexandra <[alexandra.mccawley@ca.dlapiper.com](mailto:alexandra.mccawley@ca.dlapiper.com)>

**Subject:** RE: Guo Law Corporation BIA Proposal Proceedings

Thanks Kent,

Has a Notice of Change of Solicitor or Notice of Intention to Act in Person been filed in the Sun matter? If so, could you kindly send a copy of same so we can provide notice of the current pending application and any future applications to that address rather than continuing to serve your offices.

With respect to the Yuan Claim, this does appear to have been settled. As such, in our view it should be fairly simple. The claim would be accepted for \$25,000 and we would bring a future application to wind up the Proposal and disburse this accepted claim amount of \$25,000 either directly to your client or to your firm in trust if we were advised by the claimant to do so.

Lastly, can I assume you are not taking any position on the Proposal Trustee's upcoming application for approval of sale of two of the properties under the Support Agreement.

Happy to discuss any of the above.

Yours truly,

**Colin Brousson**

Partner

T +1 604.643.6400

F +1 604.605.4875

E [colin.brousson@dlapiper.com](mailto:colin.brousson@dlapiper.com)

---

**From:** Kent Wiebe <[kwiebe@wwrlaw.ca](mailto:kwiebe@wwrlaw.ca)>  
**Sent:** Tuesday, September 21, 2021 11:18 AM  
**To:** Brousson, Colin <[colin.brousson@ca.dlapiper.com](mailto:colin.brousson@ca.dlapiper.com)>  
**Cc:** Munro, Craig <[Craig.Munro@fticonsulting.com](mailto:Craig.Munro@fticonsulting.com)>; Yang, Dannis <[dannis.yang@ca.dlapiper.com](mailto:dannis.yang@ca.dlapiper.com)>;  
McCawley, Alexandra <[alexandra.mccawley@ca.dlapiper.com](mailto:alexandra.mccawley@ca.dlapiper.com)>  
**Subject:** [EXTERNAL] RE: Guo Law Corporation BIA Proposal Proceedings

**DLA Piper (Canada) LLP ALERT:** This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

---

Colin,

Sorry I was in South Carolina at a law conference.

We no longer act for Allen Sun and haven't for several years and I will have to look into the other client and get back to you.

**Kent D. Wiebe** | *Partner*

**Direct:** +1 (604) 629-1046 | [kwiebe@wwrlaw.ca](mailto:kwiebe@wwrlaw.ca)

Legal Assistant: Shelyn Nandini | Direct: +1 (604) 696-6525 | [shelyn@wwrlaw.ca](mailto:shelyn@wwrlaw.ca)



**WIEBE  
WITTMANN  
ROBERTSON LLP**  
BARRISTERS & SOLICITORS

1100 - 1111 W. HASTINGS ST.  
VANCOUVER, B.C. V6E 2J3  
TEL: +1 604 685 6864  
FAX: +1 604 685 7878  
WWRLAW.CA

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---

**From:** Brousson, Colin  
**Sent:** September 20, 2021 3:44 PM  
**To:** Kent Wiebe <[kwiebe@wwrlaw.ca](mailto:kwiebe@wwrlaw.ca)>  
**Cc:** Munro, Craig <[Craig.Munro@fticonsulting.com](mailto:Craig.Munro@fticonsulting.com)>; Yang, Dannis <[dannis.yang@dlapiper.com](mailto:dannis.yang@dlapiper.com)>;  
McCawley, Alexandra <[alexandra.mccawley@dlapiper.com](mailto:alexandra.mccawley@dlapiper.com)>  
**Subject:** RE: Guo Law Corporation BIA Proposal Proceedings

Kent,

May we please have a response the email below?

Yours truly,

**Colin Brousson**

Partner

T +1 604.643.6400

F +1 604.605.4875

E [colin.brousson@dlapiper.com](mailto:colin.brousson@dlapiper.com)

---

**From:** Brousson, Colin

**Sent:** Thursday, August 19, 2021 2:32 PM

**To:** [kwiebe@wwelaw.ca](mailto:kwiebe@wwelaw.ca)

**Cc:** Munro, Craig <[Craig.Munro@fticonsulting.com](mailto:Craig.Munro@fticonsulting.com)>; Yang, Dannis <[dannis.yang@ca.dlapiper.com](mailto:dannis.yang@ca.dlapiper.com)>

**Subject:** Guo Law Corporation BIA Proposal Proceedings

Kent,

I left a message for you to call me in connection with this old insolvency matter concerning Guo Law Corporation (“**GLC**”), but I fear it might have been confusing.

To explain, you might recall that we act for FTI Consulting Canada Inc. as the trustee of the BIA proposal of GLC (the “**Proposal Trustee**”). I believe your offices filed to two actions against GLC which have been dormant for a number of years, but also don’t appear to have been resolved entirely in connection with the BIA proposal proceedings to our knowledge. We are hoping to resolve these two claims now so we can move towards an eventual wind up of these proposal proceedings.

Our records have the following information for these two claims:

-  
**Jianguo (Allen) Sun**

1. The claim of Jianguo (Allen) Sun (the “**Sun Claim**”) relates to a Notice of Civil Claim and counter-claim dating back to November 2014;
2. The Sun Claim was disallowed by the Proposal Trustee and the disallowance was appealed by counsel to Sun from your offices;
3. The Proposal Trustee and legal counsel for Sun from your offices agreed to adjourn the appeal generally; and
4. Since the adjournment of the appeal, there has been no further activity with respect to the resolution of the Sun Claim.

**Jun Yuan**

1. The claim of Jun Yuan (the “**Yuan Claim**”) relates to a dispute dating back to May 2015 wherein GLC acted for Yuan;
2. The Proposal Trustee was advised by legal counsel to GLC and Hong Guo personally, 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**”);
3. The Proposal Trustee has been provided with copies of emails from GLC’s counsel to Yuan’s counsel regarding the settlement discussions and we will look to dig those up and send them to you if you wish; and

4. 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.

If your office intends to pursue the Sun Claim, we ask that you either reset the appeal of the disallowance or otherwise advise of how you propose to address the Sun Claim **on or before September 15, 2021**. We will assume the Sun Claim has been abandoned if we do not hear from you prior to that date.

Similarly, we ask that you take steps to finalize the settlement by providing the Yuan Claim CDO or otherwise advise of how you wish to address the Yuan Claim **on or before September 15, 2021**.

I am of course happy to discuss the above at your convenience.

Yours truly,

**Colin Brousson**

Partner

T +1 604.643.6400

F +1 604.605.4875

E [colin.brousson@dlapiper.com](mailto:colin.brousson@dlapiper.com)



DLA Piper (Canada) LLP

Suite 2800, Park Place

666 Burrard St

Vancouver, BC V6C 2Z7

[www.dlapiper.com](http://www.dlapiper.com)

---

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# **APPENDIX K**

**From:** [Gerry Cuttler](#)  
**To:** [Kent Wiebe](#); [Jack Webster](#)  
**Cc:** [Michelle Suchow](#); [Fan Zou](#); [MSong@lsbc.org](#); [Bill McLeod](#)  
**Subject:** RE: Settlement offer Juan v M& K et al  
**Attachments:** [Without Prejudice Juan v Guo and MK.msg](#)

---

It was attached to my email I sent you earlier today. Here they are again, attached to Jack's email dated January 9, 2018. Please confirm receipt.

Regards

Gerry Cuttler, QC

**CUTTLER & COMPANY**

1801-808 Nelson St., Vancouver B.C. V6Z 2H2

Office: 604.673.4225

Direct: 604.673.4222

Email: [Gerry@cuttlerlegal.com](mailto:Gerry@cuttlerlegal.com)

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---

**From:** Kent Wiebe [mailto:[kwiebe@wwelaw.ca](mailto:kwiebe@wwelaw.ca)]

**Sent:** February-14-18 11:04 AM

**To:** Gerry Cuttler <[Gerry@cuttlerlegal.com](mailto:Gerry@cuttlerlegal.com)>; Jack Webster <[jmweb@shaw.ca](mailto:jmweb@shaw.ca)>

**Cc:** Michelle Suchow <[mss@webhudco.ca](mailto:mss@webhudco.ca)>; Fan Zou <[fan@wwelaw.ca](mailto:fan@wwelaw.ca)>; [MSong@lsbc.org](mailto:MSong@lsbc.org); Bill McLeod <[bmacleod@macleodlaw.com](mailto:bmacleod@macleodlaw.com)>

**Subject:** RE: Settlement offer Juan v M& K et al

Gerry,

I don't have the CDO and General release. Can someone email it to me or tell me what day it was sent and we can check our spam filters...

---

**From:** Gerry Cuttler [mailto:[Gerry@cuttlerlegal.com](mailto:Gerry@cuttlerlegal.com)]

**Sent:** Wednesday, February 14, 2018 8:49 AM

**To:** Jack Webster <[jmweb@shaw.ca](mailto:jmweb@shaw.ca)>

**Cc:** Michelle Suchow <[mss@webhudco.ca](mailto:mss@webhudco.ca)>; Kent Wiebe <[kwiebe@wwelaw.ca](mailto:kwiebe@wwelaw.ca)>; Fan Zou <[fan@wwelaw.ca](mailto:fan@wwelaw.ca)>; [MSong@lsbc.org](mailto:MSong@lsbc.org); Bill McLeod <[bmacleod@macleodlaw.com](mailto:bmacleod@macleodlaw.com)>

**Subject:** RE: Settlement offer Juan v M& K et al

Jack,

I received them and sent the PN and GSA to Michelle yesterday. Michelle, please confirm receipt.

Once I have confirmation, I will email Wiebe to tell him I am ready to send him the \$25K today, upon receiving confirmation that the executed CDO and General Release you sent him have been delivered to your office.

Regards

Gerry Cuttler, QC

**CUTTLER & COMPANY**

1801-808 Nelson St., Vancouver B.C. V6Z 2H2

Office: 604.673.4225

Direct: 604.673.4222

Email: [Gerry@cuttlerlegal.com](mailto:Gerry@cuttlerlegal.com)

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---

**From:** Jack Webster [<mailto:jmweb@shaw.ca>]

**Sent:** February-09-18 7:14 PM

**To:** Gerry Cuttler <[Gerry@cuttlerlegal.com](mailto:Gerry@cuttlerlegal.com)>

**Cc:** Michelle Suchow <[mss@webhudco.ca](mailto:mss@webhudco.ca)>; Kent Wiebe <[kwiebe@wwelaw.ca](mailto:kwiebe@wwelaw.ca)>; Fan Zou <[fan@wwelaw.ca](mailto:fan@wwelaw.ca)>; [MSong@lsbc.org](mailto:MSong@lsbc.org); Bill McLeod <[bmacleod@macleodlaw.com](mailto:bmacleod@macleodlaw.com)>

**Subject:** Re: Settlement offer Juan v M& K et al

Gerry

Michelle gas the LIF draft payable to you snd will send it Tuesday ayem.

The rest seems workable.

Regards

Jack

Sent from my iPhone

On Feb 10, 2018, at 12:49 PM, Gerry Cuttler <[Gerry@cuttlerlegal.com](mailto:Gerry@cuttlerlegal.com)> wrote:

I will cut the cheque on Wednesday

Regards

Gerry Cuttler, QC

On Feb 9, 2018, at 6:10 PM, Michelle Suchow <[mss@webhudco.ca](mailto:mss@webhudco.ca)> wrote:

Hi

To you and Georgie in OZ. Monday is a holiday so it will be Tuesday.

By the way just up at Pronto for a drink. They are closing end of the month but opening a new restaurant on Denman called Centro and if you have not used your gift certificate yet it will be transferable to the new place!

M

Sent from my iPhone

On Feb 9, 2018, at 5:59 PM, Jack Webster <[jmweb@shaw.ca](mailto:jmweb@shaw.ca)> wrote:

Kent

Thats great. Michelle will send over the documents for execution by courier Monday morning and then exchange the executed documents for the settlement funds which will be payable to your firm

Best regards

Jack Webster QC



Sent from my iPhone

On Feb 10, 2018, at 9:39 AM, Kent Wiebe  
<[kwiebe@wwelaw.ca](mailto:kwiebe@wwelaw.ca)> wrote:

Jack,

Our client accepts your client's settlement offer of \$25,000.00 payment plus 10% of the shares in the company.

Did you want to send over the releases and settlement funds on the usual undertakings and we will get it executed.

He is leaving for China next week on Wednesday so we have a limited window to get signatures.

Thanks

Kind regards,

**Kent D. Wiebe**

**Partner**

**\*\* We are expanding and moving our offices to Suite 1100 – 1111 West Hastings, Street, Vancouver, BC, V6E 2J3 effective November 30<sup>th</sup>, 2017. Please adjust your records accordingly.**

**WIEBE WITTMANN EL-KHATIB LLP**

#1100-1111 West Hasting Street,

Vancouver, BC, V6E-2J3

Direct: 604-629-1046

Main: 604-685-6864

Fax: 604-685-7878

Assistant: Cara Vengroff

Assistant email: [cara@wwelaw.ca](mailto:cara@wwelaw.ca)

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**From:** [Kent Wiebe](#)  
**To:** [Gerry Cuttler](#)  
**Cc:** [MSong@lsbc.org](mailto:MSong@lsbc.org); [Michelle Suchow](#); [Jack Webster](#)  
**Subject:** RE: Juan v M&K et al  
**Date:** Wednesday, February 14, 2018 11:08:38 AM

---

Got it.

-----Original Message-----

From: Gerry Cuttler [<mailto:Gerry@cuttlerlegal.com>]  
Sent: Wednesday, February 14, 2018 9:08 AM  
To: Kent Wiebe <[kwiebe@wwelaw.ca](mailto:kwiebe@wwelaw.ca)>  
Cc: [MSong@lsbc.org](mailto:MSong@lsbc.org); Michelle Suchow <[mss@webhudco.ca](mailto:mss@webhudco.ca)>; Jack Webster <[jmweb@shaw.ca](mailto:jmweb@shaw.ca)>  
Subject: RE: Juan v M&K et al

Kent,

Further to Jack's email below, I confirm that I will courier you my trust cheque payable to Wiebe Wittman El-Khatib LLP in trust in the amount of \$25,000, upon receiving confirmation that you have delivered to Jack's office the CDO and General Release, both duly executed, in the exact forms Jack emailed to you on January 9, 2018 (attached for your convenience).

Please confirm your current office address.

Regards

Gerry Cuttler, QC

CUTTLE & COMPANY  
1801-808 Nelson St., Vancouver B.C. V6Z 2H2  
Office: 604.673.4225  
Direct: 604.673.4222  
Email: [Gerry@cuttlerlegal.com](mailto:Gerry@cuttlerlegal.com)

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-----Original Message-----

From: Jack Webster [<mailto:jmweb@shaw.ca>]  
Sent: February-09-18 7:21 PM  
To: Kent Wiebe <[kwiebe@wwelaw.ca](mailto:kwiebe@wwelaw.ca)>  
Cc: Gerry Cuttler <[Gerry@cuttlerlegal.com](mailto:Gerry@cuttlerlegal.com)>; [MSong@lsbc.org](mailto:MSong@lsbc.org); Michelle Suchow <[mss@webhudco.ca](mailto:mss@webhudco.ca)>  
Subject: Juan v M&K et al

Kent

Seeing as it is a stat on Monday and time is short, you can print the form of release and CDO I sent you last by email and have those executed and returned to me In exchange for the settlement funds.

To be clear I confirm that the executed release and entered CDO properly describe the entire terms of the settlement.

Regards

Jack Webster QC  
Sent from my iPhone

# APPENDIX L

**FTI Fees and Expenses**

<u>Invoice Number</u>	<u>Period Covered</u>	<u>Fees</u>	<u>Expenses</u>	<u>GST</u>	<u>PST</u>	<u>Total</u>	<u>Inspector Approval</u>
29004991	July 1, 2020 - Aug 31, 2021	20,730.00	13.18	1,037.16		21,780.34 Paid	Yes
29005093	Sept 1, 2021 - Oct 31, 2021	20,247.50		1,017.38		21,264.88 Paid	Yes
29005179	Nov 1, 2021 - Dec 31, 2021	4,725.00		236.25		4,961.25 Paid	Yes
29005216	Jan 1, 2022 - Jan 31, 2022	1,437.50		71.88		1,509.38 Paid	Yes
29005260	Feb 1, 2022 - Feb 28, 2022	3,335.00		166.75		3,501.75 Paid	Yes
29005327	Mar 1, 2022 - Mar 31, 2022	2,127.50		106.38		2,233.88 Paid	Yes
29005364	Apr 1, 2022 - Apr 30, 2022	1,610.00		80.50		1,690.50 Paid	Yes
29005937	May 1, 2022 - May 31, 2022	4,542.50		227.13		4,769.63 Paid	Yes
		<u>58,755.00</u>	<u>13.18</u>	<u>2,943.43</u>	<u>-</u>	<u>61,711.61</u>	

**DLA Piper Fees and Expenses**

1993012	Oct 1 - Nov 30, 2020	1,206.50		60.33	84.46	1,351.29 Paid	Yes
2000605	Dec 1 - Dec 31, 2020	254.00		12.70	17.78	284.48 Paid	Yes
2030172	Jan 1 - Apr 30, 2021	1,040.00		52.00	72.80	1,164.80 Paid	Yes
2036268	May 1 - May 31, 2021	13,700.00	20.50	686.03	959.00	15,365.53 Paid	Yes
2044532	Jun 1 - Jun 30, 2021	12,010.00	456.91	603.35	840.70	13,910.96 Paid	Yes
2049944	Jul 1 - Jul 31, 2021	2,255.00	160.89	115.04	157.85	2,688.78 Paid	Yes
2057596	Aug 1 - Aug 31, 2021	2,135.00	21.72	106.99	149.45	2,413.16 Paid	Yes
2063226	Sep 1 - Sep 30, 2021	8,775.00	14.11	439.46	614.25	9,842.82 Paid	Yes
2070123	Oct 1 - Oct 31, 2021	27,945.00	581.37	1,407.52	1,956.15	31,890.04 Paid	Yes
2077997	Nov 1 - Nov 30, 2021	10,282.50	368.10	523.94	719.78	11,894.32 Paid	Yes
2084411	Dec 1 - Dec 31, 2021	2,485.00	43.46	126.72	173.95	2,829.13 Paid	Yes
2091662	Jan 1 - Jan 31, 2022	1,177.50	46.86	59.12	82.43	1,365.91 Paid	Yes
2096730	Feb 1 - Feb 28, 2022	355.00	43.22	19.07	24.85	442.14 Paid	Yes
2103753	Mar 1 - Mar 31, 2022	3,860.00	89.98	194.29	270.20	4,414.47 Paid	Yes
2110140	Apr 1 - Apr 30, 2022	1,572.50	89.28	79.17	110.08	1,851.03 Paid	Yes
		<u>89,053.00</u>	<u>1,936.40</u>	<u>4,485.73</u>	<u>6,233.73</u>	<u>101,708.86</u>	

# APPENDIX M

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Jun-27-2019 12:05:57.001

CA7587361 CA7587362

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 17 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Ralph Henry Yetman FD63S6	Digitally signed by Ralph Henry Yetman FD63S6
	Date: 2019.06.27 11:59:23 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Yetmans Law Corporation

Barristers and Solicitors

550 - 1130 West Pender Street

Vancouver

BC V6E 4A4

Phone: (604) 484-2121

File Ref. No: 45435 Guo

LTO Client No: 012118

Document Fees: \$148.32

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

004-059-913

LOT 262 SECTION 13 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 46175

STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

HONG GUO, Lawyer

YUNYAN LUAN, Retired

5080 Linfield Gate

Richmond

BC

AS JOINT TENANTS

V7C 4L4

Canada

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

TRI CITY NOMINEE SERVICES LTD.

1000- 850 West Hastings Street

Vancouver

BC

V6C 1E1

Incorporation No.

BC1000977

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$620,000.00	(b) Interest Rate: See Schedule	(c) Interest Adjustment Date: 19 07 01	Y	M	D
(d) Interest Calculation Period: Monthly, not in advance	(e) Payment Dates: 1st day of each month	(f) First Payment Date: 19 08 01	19	08	01
(g) Amount of each periodic payment: See Schedule	(h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: 20 10 01	20	10	01
(j) Assignment of Rents which the applicant wants registered ? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, page and paragraph number: SEE SCHEDULE Page 3 Paragraph 5(j)	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date: 20 10 01	20	10	01

**MORTGAGE – PART 1**

6. MORTGAGE contains floating charge on land ?  
 YES  NO

7. MORTGAGE secures a current or running account ?  
 YES  NO

8. INTEREST MORTGAGED:  
 Fee Simple   
 Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms

(b) Filed Standard Mortgage Terms

(c) Express Mortgage Terms

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Statutory Right Of Way No. K60179 in favour of Township Of Richmond  
 Statutory Right Of Way No. RD34835 in favour of Township Of Richmond

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

**Execution Date**

Borrower(s) Signature(s)

\_\_\_\_\_  
 TADHG EGAN  
 Barrister & Solicitor  
 TEGAN LAW CORPORATION  
 2617 West 5th Avenue  
 Vancouver, B.C. V6K 1T2

Y	M	D
19	05	29

\_\_\_\_\_  
 Hong Guo

\_\_\_\_\_  
 Yunyan Luan

(as to both signatures)

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



# APPENDIX N

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Jun-28-2019 09:05:04.001

CA7590632 CA7590633

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 17 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Ralph Henry  
Yetman FD63S6  
Digitally signed by Ralph Henry Yetman FD63S6  
Date: 2019.06.27 15:36:32 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Yetmans Law Corporation

Barristers and Solicitors

550 - 1130 West Pender Street

Vancouver

BC V6E 4A4

Phone: (604) 484-2121

File Ref. No: 45451 Guo

LTO Client No: 012118

Document Fees: \$148.32

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

012-551-813

LOT 2 SECTION 19 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER  
DISTRICT PLAN 79707

STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

HONG GUO, Lawyer

6351 Francis Road

Richmond

BC

V7C 1K4

Canada

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

TRI CITY MORTGAGE FUND LTD.

1000- 850 WEST HASTINGS STREET

Vancouver

BC

Canada

V6C 1E1

Incorporation No.

BC0894153

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$265,000.00	(b) Interest Rate: See Schedule	(c) Interest Adjustment Date:	Y 19	M 07	D 01
(d) Interest Calculation Period: Monthly, not in advance	(e) Payment Dates: 1st day of each month	(f) First Payment Date:	19	08	01
(g) Amount of each periodic payment: See Schedule	(h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date:	20	10	01
(j) Assignment of Rents which the applicant wants registered ? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If YES, page and paragraph number:  SEE SCHEDULE Page 3 Paragraph 5(j)	(k) Place of payment: Postal Address In Item 4	(l) Balance Due Date:	20	10	01

**MORTGAGE – PART 1**

6. MORTGAGE contains floating charge on land ?  
YES  NO

7. MORTGAGE secures a current or running account ?  
YES  NO

8. INTEREST MORTGAGED:  
Fee Simple   
Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms

(b) Filed Standard Mortgage Terms

(c) Express Mortgage Terms

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Statutory Right Of Way No. RD92605 in favour of Township Of Richmond  
Covenant No. AB262043 in favour of Township Of Richmond

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

Execution Date

Borrower(s) Signature(s)

TADHG EGAN

Barrister & Solicitor

TEGAN LAW CORPORATION

2617 West 5th Avenue

Vancouver, B.C. V6K 1T2

Y	M	D
19	06	24

Hong Guo

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

# **APPENDIX O**

**DECLARATION(S) ATTACHED**



Land Title Act

**Charge, Notation or Filing**

**NEW WESTMINSTER LAND TITLE OFFICE**

MAR 18 2022 12:48:47.001

**CA9795066**

1. Application

Deduct LTO Fees: Yes

**Glen Forrester, Barrister & Solicitor**  
**171 Water Street - Suite 300**  
**Vancouver BC V6B 1A7**  
**(604) 682-1066**

2. Description of Land

PID/Plan Number	Legal Description
<b>004-059-913</b>	<b>LOT 262 SECTION 13 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 46175</b>
<b>012-551-813</b>	<b>LOT 2 SECTION 19 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 79707</b>

3. Nature of Charge, Notation, or Filing

Type	Affected Number	Additional Information
<b>JUDGMENT</b>		Judgment Debtor: Hong Guo, Lawyer 5080 Linfield Gate Richmond, BC, V7C 4L4 (as to the undivided interest of Hong Guo in PID: 004-059-913)

4. Person Entitled to be Registered as Charge Owner

**KAI MING YU** -  
**QING YAN** -  
 C/O 171 WATER STREET - SUITE 300  
 VANCOUVER BC V6B 1A7

**Electronic Signature**

Your electronic signature is a representation that  
 (a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250,  
 and that you are authorized to electronically sign this application by an e-filing  
 direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*,  
 RSBC 1996 c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting  
 document, if a true copy is allowed under an e-filing direction, is in your possession.

**Alan Ives Chim**  
**GBW49K**

Digitally signed by  
 Alan Ives Chim GBW49K  
 Date: 2022-03-18  
 12:43:56 -07:00



Related Document Number: **CA9795066**  
 Fee Collected for Document: **\$14.78**

I, Glen Forrester, Barrister & Solicitor, filed, caused to be filed, a Form 17 Judgment (Charge) under Application No. CA9795066, in the Land Title Office on March 18, 2022, over the following properties:

PID: 004-059-913; LOT 262 SECTION 13 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 46175; and  
 PID: 012-551-813; LOT 2 SECTION 19 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 79707

In Item 2. Description of Land, PID: 012-551-813; LOT 2 SECTION 19 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 79707 was included in error.

Item 2. Description of Land is hereby amended deleting PID: 012-551-813; LOT 2 SECTION 19 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 79707 and the Form 17 Judgment is amended accordingly.

Please accept this Corrective Declaration to correct the Form 17 Judgment and allow application number CA9795066 to proceed for registration.

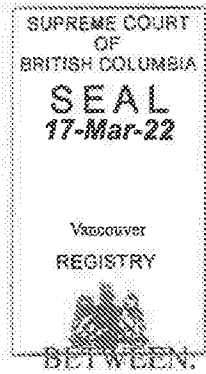
I make this declaration knowing it to be true based on personal knowledge and reasonable belief.

\_\_\_\_\_  
 Glen Forrester

<p><b>Electronic Signature</b></p>	<p><b>Alan Ives Chim GBW49K</b></p>	<p>Digitally signed by        Alan Ives Chim GBW49K        Date: 2022-04-05        13:43:52 -07:00</p>
<p>Your electronic signature is a representation that</p>		
<p>(a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or</p> <p>(b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or</p> <p>(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.</p>		

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

# APPENDIX P



No. S187297  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Kai Ming Yu  
Qing Yan

PLAINTIFFS

AND:

Zhong Ping Xu  
Xiao Hong Liu  
Hong Guo  
1032821 B.C. Ltd.  
Vancouver Soho Holding Ltd.  
Canada Sparkle Long Holdings Inc.

DEFENDANTS

**CERTIFICATE OF JUDGMENT**

I, the undersigned, Registrar of the said Court, do hereby certify that by default judgment filed October 25, 2018, the abovementioned Plaintiffs, Kai Ming Yu and Qing Yan., obtained a judgment against the Defendants, Hong Guo in the abovementioned matter, for damages as set out in paragraphs:

- 1) The defendant Hong Guo pay to Plaintiffs damages to be assessed;
- 2) The defendant Hong Guo pays to the Plaintiffs costs to be assessed.

of the order attached hereto as Schedule A.

AS WITNESS my hand and the Seal of the said Court, this 17 day of March, 2022

Digitally signed by  
Chiu-Fong, Carolina

.....  
District Registrar



No. S187297  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

Kai Ming Yu  
Qing Yan

PLAINTIFFS

AND:

Zhong Ping Xu  
Xiao Hong Liu  
Hong Guo  
1032821 B.C. Ltd.  
Vancouver Soho Holding Ltd.  
Canada Sparkle Long Holdings Inc.

DEFENDANTS

**CERTIFICATE OF JUDGMENT**

---

FORRESTER & COMPANY  
Barristers  
300-171 Water Street  
Vancouver, BC V6B 1A7  
Telephone: (604) 682-1066  
Facsimile: (604) 682-8036  
Attention: Glen Forrester



No. S187297  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

Kai Ming Yu  
Qing Yan

PLAINTIFFS

AND:

Zhong Ping Xu  
Xiao Hong Liu  
Hong Guo  
1032821 B.C. Ltd.  
Vancouver Soho Holding Ltd.  
Canada Sparkle Long Holdings Inc.

DEFENDANTS

---

**DEFAULT JUDGMENT**

---

FORRESTER & COMPANY  
Barristers  
Suite 300, 555 West Georgia Street  
Vancouver, BC V6B 1Z6  
Telephone: (604) 682-1066  
Facsimile: (604) 682-8036  
Attention: Glen Forrester

# APPENDIX Q

**TITLE SEARCH PRINT**

2022-04-22, 11:40:24

File Reference: 039071-00002

Requestor: Alexandra McCawley

Declared Value \$1920000

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Land Title District</b>	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
<b>Title Number</b>	CA9786662
From Title Number	BX142974
<b>Application Received</b>	2022-03-15
<b>Application Entered</b>	2022-03-29
<b>Registered Owner in Fee Simple</b>	
Registered Owner/Mailing Address:	LIXING DONG, MATERIAL HANDLER 6351 FRANCIS ROAD RICHMOND, BC V7C 1K4
<b>Taxation Authority</b>	Richmond, City of
<b>Description of Land</b>	
Parcel Identifier:	012-551-813
Legal Description:	LOT 2 SECTION 19 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN 79707
<b>Legal Notations</b>	NONE
<b>Charges, Liens and Interests</b>	
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	RD92605
Registration Date and Time:	1979-05-18 11:27
Registered Owner:	TOWNSHIP OF RICHMOND
Remarks:	INTER ALIA PART PLAN 57019 ANCILLARY RIGHTS

**TITLE SEARCH PRINT**

2022-04-22, 11:40:24

File Reference: 039071-00002

Requestor: Alexandra McCawley

Declared Value \$1920000

Nature:	COVENANT
Registration Number:	AB262043
Registration Date and Time:	1988-12-09 09:06
Registered Owner:	TOWNSHIP OF RICHMOND
Remarks:	INTER ALIA LAND TITLE ACT SECTION 215

Nature:	MORTGAGE
Registration Number:	CA5097176
Registration Date and Time:	2016-04-08 10:08
Registered Owner:	BLUESHORE FINANCIAL CREDIT UNION INCORPORATION NO. FI 18

Nature:	MORTGAGE
Registration Number:	CA8870858
Registration Date and Time:	2021-03-26 09:35
Registered Owner:	NATION CAPITAL CORP. INCORPORATION NO. BC0977315

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA8870859
Registration Date and Time:	2021-03-26 09:35
Registered Owner:	NATION CAPITAL CORP. INCORPORATION NO. BC0977315

Nature:	MORTGAGE
Registration Number:	CA9786663
Registration Date and Time:	2022-03-15 14:08
Registered Owner:	ROYAL BANK OF CANADA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**TITLE SEARCH PRINT**

2022-04-22, 11:40:25

File Reference: 039071-00002

Requestor: Alexandra McCawley

Declared Value \$2150000

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District**

NEW WESTMINSTER

Land Title Office

NEW WESTMINSTER

**Title Number**

CA7434338

From Title Number

BX576160

**Application Received**

2019-04-05

**Application Entered**

2019-04-09

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

HONG GUO, LAWYER  
YUNYAN LUAN, RETIRED  
5080 LINFIELD GATE  
RICHMOND, BC  
V7C 4L4  
AS JOINT TENANTS

**Taxation Authority**

Richmond, City of

**Description of Land**

Parcel Identifier:

004-059-913

Legal Description:

LOT 262 SECTION 13 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN  
46175

**Legal Notations**

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA)  
FILED 10.02.1981 UNDER NO. T 17084 PLAN NO. 61216

**Charges, Liens and Interests**

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

K60179

Registration Date and Time:

1974-05-16 13:25

Registered Owner:

TOWNSHIP OF RICHMOND

Remarks:

INTER ALIA  
THE NORTH 10 FEET  
ANCILLARY RIGHTS

**TITLE SEARCH PRINT**

2022-04-22, 11:40:25

File Reference: 039071-00002

Requestor: Alexandra McCawley

Declared Value \$2150000

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	RD34835
Registration Date and Time:	1976-09-01 11:11
Registered Owner:	TOWNSHIP OF RICHMOND
Remarks:	INTER ALIA PLAN 50871 ANCILLARY RIGHTS

Nature:	MORTGAGE
Registration Number:	CA4067217
Registration Date and Time:	2014-11-06 12:22
Registered Owner:	THE TORONTO-DOMINION BANK

Nature:	MORTGAGE
Registration Number:	CA9599372
Registration Date and Time:	2021-12-20 16:17
Registered Owner:	TRI CITY NOMINEE SERVICES LTD. INCORPORATION NO. BC1000977

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA9599373
Registration Date and Time:	2021-12-20 16:17
Registered Owner:	TRI CITY NOMINEE SERVICES LTD. INCORPORATION NO. BC1000977

Nature:	JUDGMENT
Registration Number:	CA9795066
Registration Date and Time:	2022-03-18 12:48
Registered Owner:	KAI MING YU
Registered Owner:	QING YAN
Remarks:	AS TO THE INTEREST OF HONG GUO

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE



# **APPENDIX R**

**TITLE SEARCH PRINT**

2022-04-22, 11:40:24

File Reference: 039071-00002

Requestor: Alexandra McCawley

Declared Value \$ 193000

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District** NEW WESTMINSTER  
Land Title Office NEW WESTMINSTER

**Title Number** BB1242708  
From Title Number BM168904

**Application Received** 2010-02-08

**Application Entered** 2010-02-16

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: HONG GUO, LAWYER  
5080 LINFIELD GATE  
RICHMOND, BC  
V7C 4L4

**Taxation Authority** Richmond, City of

**Description of Land**  
Parcel Identifier: 024-105-261  
Legal Description:  
STRATA LOT 259 SECTION 5 BLOCK 4 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT STRATA PLAN LMS3165  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

**Legal Notations**  
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL  
ACT, SEE BK16192

HERETO IS ANNEXED EASEMENT BL205518 OVER LOT 1 PLAN 84515

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL  
ACT, SEE BL206275

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145446 OVER STRATA LOT 242  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145448 OVER STRATA LOT 244  
STRATA PLAN LMS3165

**TITLE SEARCH PRINT**

2022-04-22, 11:40:24

File Reference: 039071-00002

Requestor: Alexandra McCawley

Declared Value \$ 193000

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145449 OVER STRATA LOT 245  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145450 OVER STRATA LOTS 247  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145451 OVER STRATA LOT 248  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145452 OVER STRATA LOT 249  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145453 OVER STRATA LOT 250  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145455 OVER STRATA LOT 263  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145456 OVER STRATA LOT 251  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145457 OVER STRATA LOT 252  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145458 OVER STRATA LOT 253  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145459 OVER STRATA LOT 254  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145460 OVER STRATA LOT 255  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145461 OVER STRATA LOT 256  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145462 OVER STRATA LOT 257  
STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145463 OVER STRATA LOT 258  
STRATA PLAN LMS3165

**TITLE SEARCH PRINT**

2022-04-22, 11:40:24

File Reference: 039071-00002

Requestor: Alexandra McCawley

Declared Value \$ 193000

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145464 OVER STRATA LOT 260 STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145465 OVER STRATA LOT 261 STRATA PLAN LMS3165

HERETO IS ANNEXED RESTRICTIVE COVENANT BM145466 OVER STRATA LOT 262 STRATA PLAN LMS3165

TO THE COMMON PROPERTY IS ANNEXED EASEMENT BM145472 OVER LOT 1 PLAN 84515

TO THE COMMON PROPERTY IS ANNEXED EASEMENT BM145474 OVER LOT 2 PLAN 84515

HERETO IS ANNEXED EASEMENT BM81932 OVER LOT 1 EXCEPT: FIRSTLY; PART SUB'D PLAN LMP20666, SECONDLY; PART SUB'D PLAN LMP37403, PLAN 84515 PARTIALLY CANCELLED BY BM166791 AS TO ALL EXCEPT PART ON PLANS LMP38352 AND LMP38353

HERETO IS ANNEXED EASEMENT BM81934 OVER LOT 2 EXCEPT: PART SUBDIVIDED BY PLAN LMP37403, PLAN 84515 PARTIALLY CANCELLED BY BM166793 AS TO ALL EXCEPT PART IN PLANS LMP38352 AND LMP38354 EXTENDED BY BM296461 AS TO PART PLAN LMP39919

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.2.1981 UNDER NO. T17084 PLAN NO. 61216

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT(SEE DF BE151683)

**Charges, Liens and Interests**

Nature:	UNDERSURFACE RIGHTS
Registration Number:	C15336
Registration Date and Time:	1967-04-03 15:22
Registered Owner:	JOHN HOLT WILKINSON BRIGHOUSE JANE HOLT WILKINSON BRIGHOUSE "IN TRUST" (DF 28370)
Remarks:	INTER ALIA SEE C15333

**TITLE SEARCH PRINT**

2022-04-22, 11:40:24

File Reference: 039071-00002

Requestor: Alexandra McCawley

Declared Value \$ 193000

Nature: STATUTORY RIGHT OF WAY  
Registration Number: AB232177  
Registration Date and Time: 1988-11-03 11:57  
Registered Owner: TOWNSHIP OF RICHMOND  
Remarks: INTER ALIA  
ANCILLARY RIGHTS

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BM81946  
Registration Date and Time: 1998-03-18 15:06  
Registered Owner: CITY OF RICHMOND  
Remarks: INTER ALIA  
PLAN LMP37404

Nature: STATUTORY BUILDING SCHEME  
Registration Number: BM145424  
Registration Date and Time: 1998-05-26 15:11  
Remarks: INTER ALIA

Nature: RESTRICTIVE COVENANT  
Registration Number: BM145441  
Registration Date and Time: 1998-05-26 15:12  
Remarks: APPURTENANT TO STRATA LOTS 194, 240 AND 241,  
STRATA PLAN LMS3165

Nature: RESTRICTIVE COVENANT  
Registration Number: BM145454  
Registration Date and Time: 1998-05-26 15:13  
Remarks: APPURTENANT TO STRATA LOTS 242 TO 245,  
247 TO 258, 260 TO 263, STRATA PLAN LMS3165

Nature: MORTGAGE  
Registration Number: CA7219142  
Registration Date and Time: 2018-11-29 15:08  
Registered Owner: CANADA THE ONE MORTGAGE INVESTMENT CORPORATION  
INCORPORATION NO. BC1088361

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA7219143  
Registration Date and Time: 2018-11-29 15:08  
Registered Owner: CANADA THE ONE MORTGAGE INVESTMENT CORPORATION  
INCORPORATION NO. BC1088361

**TITLE SEARCH PRINT**

File Reference: 039071-00002

Declared Value \$ 193000

2022-04-22, 11:40:24

Requestor: Alexandra McCawley

Nature: MORTGAGE  
Registration Number: CA9855359  
Registration Date and Time: 2022-04-13 13:15  
Registered Owner: TRI CITY CAPITAL CORP.  
INCORPORATION NO. BC0256952

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA9855360  
Registration Date and Time: 2022-04-13 13:15  
Registered Owner: TRI CITY CAPITAL CORP.  
INCORPORATION NO. BC0256952

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

# APPENDIX S

**From:** [Munro, Craig](#)  
**To:** [hong@guolaw.ca](mailto:hong@guolaw.ca)  
**Subject:** RE: Guo - Activity Notification on Land  
**Date:** Monday, March 21, 2022 1:47:00 PM

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Hi Hong:

Can you please reply to my email. This is very troubling as it is contrary to your unfinished Proposal proceeding.

Thanks

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**From:** Munro, Craig  
**Sent:** Thursday, March 17, 2022 1:52 PM  
**To:** hong@guolaw.ca <hong@guolaw.ca>  
**Subject:** FW: Guo - Activity Notification on Land

Hi Hong:

Hope you are keeping well!

Can you please advise what is happening with respect to the Francis Road property? Pursuant to Guo Law's proposal, any sale proceeds from the pledged properties are to be directed to the Proposal Trustee. Can you please advise, otherwise we may be forced to take steps to intervene in the sale.

Thanks for your attention to this matter.

Regards

**Craig Munro**

**F T I Consulting**

604-757-6108 Direct

604-365-8953 Mobile

[Craig.Munro@fticonsulting.com](mailto:Craig.Munro@fticonsulting.com)

Suite 1450, P.O. Box 10089

701 West Georgia St.

Vancouver, BC V7Y 1B6

[www.fticonsulting.com](http://www.fticonsulting.com)



# APPENDIX T



**DLA Piper (Canada) LLP**  
Suite 2800, Park Place  
666 Burrard St  
Vancouver BC V6C 2Z7  
www.dlapiper.com

Colin Brousseau  
colin.brousseau@dlapiper.com  
**T** +1 604.643.6400  
**F** +1 604.605.4875

March 30, 2022

FILE NUMBER: 039071-00002

**DELIVERED BY COURIER & EMAIL**

Guo Law Corporation  
Registered & Records Office  
#200-6061 No. 3 Road  
Richmond, BC V6Y 2B2

Dear Sir/Madam:

**Re: In the Matter of the Proposal of Guo Law Corporation; SCBC Vancouver Registry No. B170021**

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We are the counsel for FTI Consulting Canada Inc., the Proposal Trustee of Guo Law Corporation in the above-captioned matter.

As you are aware, the Proposal Trustee obtained exclusive conduct of sale of the land and premises with a parcel identifier number of 012-551-813 (the "**Lands**") as a result of an Order of the Court dated June 10, 2021 (the "**Order**"). Enclosed is a copy of the Order.

It has come to our attention that the following three activities are in the process of being registered against the Lands: (1) a freehold transfer under CA9786662; (2) a mortgage under CA9786663; and (3) a charge release under CA9786522 (collectively, the "**Pending Charges**"). Enclosed are copies of the Pending Charges.

The Pending Charges indicate that you have sold, or are in the process of selling the Lands to Lixing Dong for consideration value of \$1,920,000.

As a result, the Pending Charges indicate that you are in breach of the Order by attempting to sell the Lands or by having already sold the Lands. Pursuant to the Order, the Lands may only be sold by the Proposal Trustee.

Nonetheless, our client is willing to discuss the sale of the Lands with you in order to reach an amicable solution and to potentially help facilitate the sale of the Lands. However, the Proposal Trustee's assistance is conditional on you:

1. sending to us all documentation related to the sale of the Lands, including, but not limited to a copy of the Contract of Purchase and Sale of the Lands; and

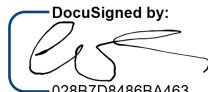


2. providing us with the names and contact information of both the purchaser's legal counsel and the lawyer you have hired to complete the transaction.

While we cannot imagine why you would not cooperate with the disclosure given you are obligated to do so under the proposal terms as well, we do of course reserve the right to pursue any and all available remedies given your breach of the Conduct of Sale Order in trying to complete this transaction without the Proposal Trustee's consent.

If you have any questions please do not hesitate to reach out to our offices.

Yours truly,  
**DLA Piper (Canada) LLP**  
Per:

DocuSigned by:  
  
028B7D8486BA463...  
Colin Brousson

CDB:agm  
Enclosures

CAN: 40065327.4

# APPENDIX U

**From:** [Munro, Craig](#)  
**To:** [hong@guolaw.ca](mailto:hong@guolaw.ca)  
**Subject:** Guo Law proposal  
**Date:** Monday, April 25, 2022 8:44:00 AM

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Hi Hong:

I understand that you have obtained a new mortgage on the Minoru Road property. This is in breach of your proposal and the covenant you provided in support of the proposal.

Can you advise how you intend to bring the proposal proceedings to a conclusion?

Thanks

**Craig Munro**

**F T I Consulting**

604-757-6108 Direct

604-365-8953 Mobile

[Craig.Munro@fticonsulting.com](mailto:Craig.Munro@fticonsulting.com)

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