

No. S015937
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF CHINA

PLAINTIFF/ JUDGMENT CREDITOR

AND:

XU CHAO FAN, also known as Hui Yat Fai; XU GAO JUN, also known as Xu Jiao Jun, Xu Guo Jun, Kit Sun Hui; Hui Kit Shun Hui Kit Sun and Hui Kit Chun; YU ZHEN DONG, also known as Xu Zhen Dong, Yu Zhen-Dong, Yu Wing Chung, Yu Zhan Dong, Yu Wing Chong and Yu Chun Tung; KWONG WA PO; CINDY CHING YIU-CHU, also known as Sindy Ching, Ching Yu-Chu Sindy, Ching Fo-Chu and Ching Yu-Chu; KUANG WAN FANG, also known as Wendy Wan Fang Kuang; YING YI YU, also known as Yu Yung Yi; FION XU HUI YU, also known as Fion Yu and Xu Hu Yu; LI CONG XU; SIU LING YAN; XIA LI XU, also known as Carolyn Xia Li Xu and Carolyn X Xu; FAL KWONG CHING, also known as Fo Kong Ching, Fo Kong Cheung and Connie Fal Kwong Ching; WEN JING TAN; XU LIE MING; XU GANG QIANG; XU BIN YAN; TANG JIE YU, also known as Jie Yu Tang, Tan Jie Yu and Jie Yu Tan; YU BAO QUON, also known as Bao Quon Yu, Yu Bao Quan and Quan Bao Yu; LIANG BIN JIN; LIANG CUI E; and JOHN DOE

DEFENDANTS/ JUDGMENT DEBTOR

ORDER MADE AFTER APPLICATION

(APPROVAL AND VESTING ORDER)

BEFORE THE HONOURABLE

JUSTICE SHERGILL

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)
)

8 SEPTEMBER, 2023

THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver (in such capacity the "Receiver") of the assets, undertaking, property and assets of Kuang Wan Fang, also known as Wendy Wan Fang Kuang, also known as Wan Fang Kuang (the "Debtor") in Canada, including all proceeds, coming on for hearing this day at Vancouver, British Columbia; AND ON HEARING Jonathan B. Ross, counsel for the Receiver, and Jeffrey D. Bradshaw counsel for the Plaintiff/Judgment Creditor, and no one else appearing, although duly served; AND UPON READING the material filed, including the Report of the Receiver dated September 1, 2023 (the "Report");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the Contract of Purchase and Sale dated August 8, 2023 (the "**Sale Agreement**") between the Receiver and Zhenghong Tian (the "**Purchaser**") for the property legally described as:

PID: 004-014-111
Lot 14 Block 3 Section 18 Block 4 North Range 6 West
New Westminster District Plan 15790
(the "**Lands**")

a copy of which is attached as Appendix "F" to the Report is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Lands.

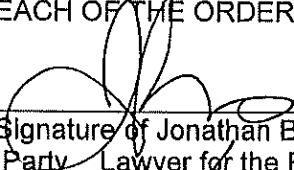
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Lands shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing any encumbrances or charges created by the Order (the "**Receivership Order**") of this Court in this proceeding dated March 3, 2023 (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby expunged and discharged as against the Lands.
3. Upon presentation for registration in the Land Title Office of a certified copy of this Order, together with a letter from Gowling WLG (Canada) LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter the Purchaser as the owner of the Lands together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
 - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances.

4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Lands and any Property (as defined in the Receivership Order made in this proceeding on March 3, 2023) derived therefrom, including any withholding or other tax that may be payable to the Canada Revenue Agency, or any refunds of such withholding or other tax paid to Canada Revenue Agency in relation to the sale of the Lands, shall be paid to the Receiver, shall be held by the Receiver and shall stand in the place and stead of the Lands, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the Receiver, being the person having had possession or control immediately prior to the sale.
5. Notwithstanding the preceding paragraph 4 and for greater clarity, the Receiver is authorized to make the usual adjustments as between buyer and seller and may make and/or authorize the following payments from the proceeds without further order:
 - (a) first, any arrears of taxes, fees and levies, utilities and services, interest and penalties thereon;
 - (b) second, the real estate commission due on this sale of 7% of the first \$100,000 and 2.5% on the remainder of the gross sale price, plus GST thereon, or such lesser amount as may be agreed to between the Receiver and the listing realtor; and
 - (c) third, to the Receiver for all disbursements authorized by the Receivership Order including any disbursements related to the possession, preservation, maintenance, upkeep and sale of the Lands and Property.
6. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
7. Subject to the terms of the Sale Agreement, vacant possession of the Lands shall be delivered by the Receiver to the Purchaser at 10:00 a.m. on the Possession Date (as defined in the Sale Agreement).
8. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date (as defined in the Sale Agreement) to such later date as those parties may agree without the necessity of a further Order of this Court.
9. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Debtor,the vesting of the Lands in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be

void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
11. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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:

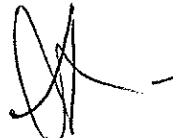


Signature of Jonathan B. Ross
Party Lawyer for the Receiver



Signature of Jeffrey Bradshaw
Party Lawyer for the Plaintiff/Judgment Creditor

BY THE COURT



REGISTRAR



SCHEDULE A

No. S015937
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF CHINA

PLAINTIFF/ JUDGMENT CREDITOR

AND:

XU CHAO FAN, also known as Hui Yat Fai et al

DEFENDANTS/ JUDGMENT DEBTOR

RECEIVER'S CERTIFICATE

- A. On March 3, 2023, the Honourable Justice Groves made an order (the "**Receivership Order**") appointing Alvarez & Marsal Canada Inc., as the receiver (the "**Receiver**") of all of the assets, undertakings and property of Wendy Wan Fang Kuang, also known as Wan Fang Kuang (the "**Debtor**") in Canada.
- B. Unless otherwise stated herein, all capitalized terms in this Receiver's Certificate shall have the meaning set out in the Contract of Purchase and Sale dated August 8, 2023 (the "**Contract**") between the Receiver and Zhenghong Tian (the "**Buyer**").
- C. Pursuant to an Order of the Court dated [DATE] (the "**Approval and Vesting Order**"), the Court approved the sale of the Property to the Purchaser, providing for the vesting in the Purchaser of all of all of the Debtor's right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Buyer of a certificate confirming the transaction contemplated by the Contract has been completed to the satisfaction of the Receiver.

THE RECEIVER HEREBY CERTIFIES that the Receiver has received written confirmation from the Buyer that all conditions to completion have been satisfied and/or waived and that the Purchase Price has been paid in full.

ALVAREZ & MARSAL CANADA INC., in its capacity as the Receiver of Wendy Wan Fang Kuang, also known as Wan Fang Kuang, and not in its personal capacity:

Per: _____
Name:
Title:

No. S015937
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**ORDER
(APPROVAL AND VESTING ORDER)**

GOWLING WLG (Canada) LLP
Barristers & Solicitors
Suite 2300, 550 Burrard Street
Vancouver, BC V6C 2B5
Attention: Jonathan B. Ross

Tel. No. 604.683.6498
Fax No. 604.683.3558

File No. V53261

JBR/msh