

S-152504
No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

YOLANDE SOI WAN IU, THOMAS YICK FUI LIM, SUSAN CHOI LIM, CHOI-KAM YIU, HUNG-YU YIU, KIM HENG WONG, SHIRLEY YIO-LING WONG, KHIN MANN WONG, OLIVIA SO WAH YU, SHEENA CHIN, HELEN CHEN, KING CHING CHEUNG, GERALDINE KOHN, PROMAX CAPITAL INVESTMENT CORPORATION, I.B.C. ENTERPRISES LTD., JOSHUA CHI CHIU IU, WARBLER INVESTMENTS, a division of 2379119 ONTARIO LIMITED, 2379119 ONTARIO LIMITED, THE OWNERS, STRATA CORPORATION LMS3991, QILUN FENG, BAOZHEN XIE, YONGHUA LI, HAIYOU CAI, MAN LING CAI, CHIU FAI CHAN, SYLVIA WAI YIN LEE, EDMOND SHING WAI LEE, STEPHEN SHING HONG LEE, GUO QIANG DAI, CHANG YING ZU, TOSHIFUMI KITAGAWA, YING KITAGAWA, LILY YU, 10000203 B.C. LTD.

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) WEDNESDAY, THE 25th DAY
MR. JUSTICE LEASK))
) OF MARCH, 2015
)

ON THE APPLICATION of BANK OF MONTREAL without notice for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing THE BOWRA GROUP INC. as **Receiver and Manager** (in such capacity, the "**Receiver**") without security, of the lands and premises described herein coming on for hearing this day at the Courthouse, 800 Smithe Street, Vancouver, British Columbia.

AND ON READING the Notice of Application dated March 23, 2015, the Affidavit #1 of Peter J. Reardon sworn March 23, 2015, Affidavit #1 of Nazroodem Kadir sworn in Supreme Court of British Columbia, Vancouver Registry No. H-110970 on February 13, 2015; and the consent of THE BOWRA GROUP INC. to act as the Receiver; AND ON HEARING PETER J. REARDON, Counsel for BANK OF MONTREAL and other counsel as listed on Schedule "A" hereto,

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, THE BOWRA GROUP INC. is hereby appointed Receiver, without security, of the lands and premises as described in Schedule "B" hereto (the "**Property**").

RECEIVER'S POWERS

2. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the other business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors from or related to the Property and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
 - (g) to use such portion of the monies collected by the Receiver as the Receiver may deem appropriate to pay expenses of Strata Corporation LMS3991 and to allocate such payments among the strata lots comprising the Property in accordance with their unit entitlement to the common property of the Strata Corporation;
 - (h) to settle, extend or compromise any indebtedness owing to the Debtors from or related to the Property;

- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors; and
- (p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors, (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers,

records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

6. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE PROPERTY

7. No Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Property are hereby stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of Proceeding except for service of the initiating documentation on the Debtors and the Receiver; and further provided that nothing in this Order shall prevent or stay the Petitioner or the Respondents, Sheena Chen, Helen Chen, King Ching Cheung, Geraldine Kohn, Promax Capital Investment Corporation or I.B.C. Enterprises Ltd. from proceeding with any existing Proceeding involving the Property or any of the remaining Respondents.

NO EXERCISE OF RIGHTS OR REMEDIES

8. All rights and remedies (including, without limitation, set-off rights) against the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. The stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

9. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors in relation to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

10. All Persons having oral or written agreements with the Debtors in relation to the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services of any kind to the Debtors in relation to the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver in relation to the Property, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names as they may be used in relation to the Property, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

11. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

12. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, the *Fisheries Act*, R.S.C. 1985, c. F-14, the *Environmental Management Act*, R.S.B.C. 1996, c. 118 and the *Fish Protection Act*, S.B.C. 1997, c. 21 and regulations thereunder (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

13. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

14. The reasonable fees and disbursements of the Receiver and its legal counsel, in each case at their standard rates and charges, shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
15. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
16. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and

disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

17. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed **\$20,000** (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
18. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
19. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
20. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

21. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

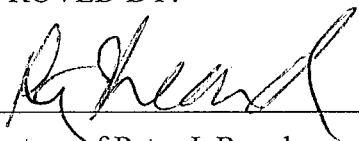
22. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
23. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
24. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction, 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 such courts, tribunals and 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.

25. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
26. The Bank of Montreal shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Bank of Montreal's security or, if not so provided by the Bank of Montreal's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.
27. Any interested party may apply to this Court to set aside, vary or amend this Order on not less than ~~seven (7)~~ ^{three (3)} clear business days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order. P.L.J. P.L.J.
28. Endorsement of this Order by counsel appearing on this application other than the Bank of Montreal is hereby dispensed.

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

APPROVED BY:



Signature of Peter J. Reardon
Counsel for Bank of Montreal



BY THE COURT



DISTRICT REGISTRAR



SCHEDULE "A"

COUNSEL	APPEARING FOR:

SCHEDULE "B"

PID	Legal Description
024-593-079	Strata Lot 1 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-109	Strata Lot 3 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-117	Strata Lot 4 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-125	Strata Lot 5 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-133	Strata Lot 6 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-141	Strata Lot 7 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-150	Strata Lot 8 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-168	Strata Lot 9 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-176	Strata Lot 10 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-184	Strata Lot 11 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-206	Strata Lot 13 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-231	Strata Lot 16 District Lot 37 Group 1 New Westminster District Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-249	Strata Lot 17 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-257	Strata Lot 18 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

024-593-265	Strata Lot 19 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-281	Strata Lot 21 District Lot 37 Group 1 New Westminster District Strata Plan LMS3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-303	Strata Lot 23 District Lot 37 Group 1 New Westminster District Strata Plan LMS 3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-311	Strata Lot 24 District Lot 37 Group 1 New Westminster District Strata Plan LMS 3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-320	Strata Lot 25 District Lot 37 Group 1 New Westminster District Strata Plan LMS 3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
024-593-338	Strata Lot 26 District Lot 37 Group 1 New Westminster District Strata Plan LMS 3991 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that THE BOWRA GROUP INC., the Receiver and Manager (the "**Receiver**") of of the lands as described in Schedule "A" hereto, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the [REDACTED] day of [REDACTED], 2015 (the "**Order**") made in SCBC Action No. [REDACTED] has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ [REDACTED], being part of the total principal sum of \$ [REDACTED] which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the [REDACTED] day of each month after the date hereof at a notional rate per annum equal to the rate of [REDACTED] per cent above the prime commercial lending rate of Bank [REDACTED] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [REDACTED], British Columbia.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the [REDACTED] day of [REDACTED], 2015

THE BOWRA GROUP INC., solely in its
capacity as Receiver of the Property, and not
in its personal capacity

Per:
Name:
Title: