District of British Columbia
Division No. 03 – Vancouver
Court No. B-180368
Estate No. 11-2375063
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
JIZHE YANG

IN THE MATTER OF THE RECEIVERSHIP OF
PE CONSULTING LTD.

FIRST REPORT OF THE RECEIVER

ERNST & YOUNG INC.,

DATED OCTOBER 11, 2019

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**FIRST REPORT TO THE COURT
OF ERNST & YOUNG INC.,
RECEIVER OF PE CONSULTING LTD.**

Effective as at October 11, 2019

INTRODUCTION AND PURPOSE

Introduction

1. On June 8, 2018, G. Powroznik Inc. ("**GPGI**"), in its capacity as the former trustee (and, in such capacity, the "**Former Trustee**") of the bankruptcy estate (the "**Bankruptcy Estate**") of Jizhe (Mary) Yang, a bankrupt ("**Yang**"), who was the sole director of PE Consulting Ltd. ("**Company**"), sought and obtained an order (the "**Original Receivership Order**") pursuant to which GPGI was appointed as receiver and receiver manager (in such capacity, the "**Former Receiver**"), without security, of all of the assets, undertakings and property of the Company acquired for, or used in relation to business carried on by the Company (the "**Property**"). A copy of the Original Receivership Order is attached hereto as **Appendix "A"**

2. On December 10, 2018, Prima Technology, Inc. ("**PTI**") sought and obtained an order (the "**Amended and Restated Receivership Order**") pursuant to which Ernst & Young Inc. ("**EYI**") was substituted in place of GPGI as the receiver and receiver manager (and, in such capacity, the "**Receiver**"), of the Property. A copy of the Amended and Restated Receivership Order is attached hereto as **Appendix "B"**.

3. The Property primarily consists of a personal residence with a civic address of 2791 Highview Place, West Vancouver, BC, V7S 0A4 (the "**Highview Property**"), and a legal description as follows:

Parcel Identifier: 028-278-038

Lot 16 District Lot 793 Group 1 New Westminster District

Plan BCP45164

4. Pursuant to **paragraphs 4 and 5 of** the Amended and Restated Receivership Order, (a) the Former Receiver was directed to transfer all Property in its possession to the Receiver, and (b) the Former Receiver and its counsel were directed to pass their accounts promptly.

5. Pursuant to paragraph 6 of the Amended and Restated Receivership Order, the Receiver was empowered and authorized to, among other things:

a) take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;

b) 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 relocation of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and placing insurance coverage;

c) manage, operate and carry on the business of the Company, 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 business, or cease to perform any contracts of the Company;

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 and including, without limitation, representatives of the Former Receiver, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by the Amended and Restated Receivership Order;

e) to receive and collect all monies and accounts no owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting these amounts, including, without limitation, enforcement of any security held by the Company;

f) to execute, assign, issue and endorse documents of whatever nature in respect to any of the Property, whether in the Receiver's name or in the name and on behalf of the Company, for any purpose pursuant to the Amended and Restated Receivership Order;

g) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

h) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

   i. without approval of this Honourable Court in respect of a single transaction for consideration up to $50,000, provided that the aggregate consideration for all such transactions does not exceed $200,000; and

   ii. with the approval of this Honourable Court in respect of any transaction in which the individual or aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c.359 shall not be required;

i) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances; and

j) to examine the banking records to determine whether there are any reviewable transactions or preferences that should be pursued.

6. Following its appointment, the Receiver established a website at www.ey.com/ca/peconsulting (the "**Website**"). The Receiver has posted copies of the Receivership Order, and other relevant documents and information to the Website and will continue to make timely updates to the Website to ensure that all stakeholders have access to the most current information relating to these proceedings.

Purpose of the First Report

7. The purpose of this first report of the Receiver (the "**First Report**") is to, among other things:

a) provide this Honourable Court with information pertaining to the:

i. background on the appointment of the Former Receiver, the substitution of the Receiver, the Company; and, these proceedings;

i. activities of the Receiver since the date of its appointment;

ii. substitution of the Former Receiver;

iii. correspondence with the Former Receiver regarding the passing of the accounts and fees and disbursements of the Former Receiver and the Former Receiver's legal counsel;

iv. the Receiver's review of the books and records of the Company;

v. the Receiver's realization of assets to date;

vi. potential transactions at undervalue;

vii. a background on the Highview Property;

viii. the Receiver's proposed sale of the Highview Property (the "**Proposed Sale Transaction**") pursuant to the contract of purchase and sale (the "**Sale Contract**") entered into between the Receiver and a potential purchaser (the "**Purchaser**"), which is subject only to the approval of this Honourable Court;

ix. a proposed increase in the Receiver's Borrowing Charge (as defined in the Amended and Restated Receivership Order);

x. the receipts and disbursements of the Receiver to date;

xi. the fees and disbursements of the Receivers and its legal counsel; and

xii. the recommendations of the Receiver; and

b) seek an order from this Honourable Court approving, *inter alia*, the:

i. Proposed Sale Transaction for the sale of the Highview Property;

ii. increase in the amount of the Receiver's Borrowing Charge, as ordered in the Amended and Restated Receivership Order from $400,000 to $650,000;

iii. fees and expenses of the Receiver as outlined herein;

iv. fees and expenses of the Receiver's legal counsel as outlined herein; and

v. First Report and the activities of the Receiver to the date hereof and described herein.

TERMS OF REFERENCE

8. In preparing this First Report, the Receiver has relied upon unaudited financial information provided by PTI, the Former Receiver, the Former Trustee, Yang, and other third parties. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of this information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the information.

9. All references to dollars are in Canadian currency unless otherwise noted.

BACKGROUND INFORMATION

General Information about the Company

10. The Company was incorporated in British Columbia on July 22, 2011. Yang was the sole director of the Company and owns 100% of its outstanding shares.

11. The Company primarily functioned as a holding company to administer certain of the real estate investments of Yang, primarily, the Highview Property.

12. Yang owned two other private companies, T&E Holdings Ltd. ("**T&E**") and Alacria Asia Capital Inc. ("**Alacria**").

The Highview Property

13. As noted above, the Highview Property is the Company's primary asset. At the time the Receiver took possession of the Highview Property, it had sustained heavy water damaged and required significant remediation in order to bring it into a saleable condition.

14. Accordingly, and immediately following its appointment, the Receiver, *inter alia*, reviewed the requirements for remediation of the Highview Property, oversaw the

required remediation, and listed, staged, and marketed the Highview Property for sale. A full list of the Receiver's activities with respect to the Highview Property are detailed below.

15. On September 22, 2019, the Receiver obtained three offers to purchase the Highview Property.

16. On September 24, 2019, the Receiver entered into the Sale Contract with the Purchaser for the sale of the Highview Property, which is subject only to the approval of this Honourable Court.

Potential Transfers at Undervalue

17. There are a number of potential transfers at undervalue affecting the administration of this receivership. In particular:

a) The Receiver understands from its review of books and records and its numerous discussions with PTI, Yang's largest creditor, that, on November 27, 2017, a bank draft was issued in the sum of $50,000 and was paid from the Company's Bank of Montreal ("**BMO**") bank account to Li Tian. This bank draft was deposited on April 2, 2018. The Receiver is currently assessing this transfer and is considering its options with respect to the recovery of these funds; and

b) The Receiver also entered into a settlement with Yang's daughter, Luming (Cathy) Zhu, with respect to the recovery of potential transfers at undervalue paid to Ms. Zhu on July 31, 2013.

Creditors of the Company

18. To-date, the only claim in the Receivership of which the Receiver is aware of is a secured claim from BMO (the "**BMO** Claim"). The BMO Claim is for the principle amount of $2,098,973, plus interest to date of approximately $139,000.

19. The Receiver also understands through discussions with various parties, as well as through its review of the Company's books and records, that the following parties may also be creditors of the Company for unknown amounts:

a) Alacria and T&E – based on the Receiver's review of the Company's books and records, that Alacria and T&E appear to have paid the Company at least $130,000 in 2013. The Receiver understands that these funds were used by the Company for partial payment for the construction of the Highview Property. On March 26, 2018, and pursuant to an order of this Honourable Court, PTI acquired the shares of Alacria, which were valued at $1,600,000, and the shares of T&E, which were valued at $148,000. The value of these shares was applied as a credit, in the amount of $1,748,000, to the Judgment Amount (as defined below). The Receiver is currently assessing whether Alacria and T&E may be creditors of the Company;

b) Canada Revenue Agency ("**CRA**") – as noted above the Company operated as a holding company for Yang's real property. Yang has provided the Receiver with contradictory statements regarding the Company's business operations. Yang initially advised the Receiver that the Company was established to administer her personal business of providing certain educational services to students enrolling in high school and university in Vancouver (the "**Educational Services**"). However, Yang has also advised the Receiver that the Company was never used for the Educational Services, and that funds from the Educational Services were never deposited into the Company's bank accounts. It appears, based on the Receiver's review of the Company's books and records, that the Company was being used as a holding company to construct the Highview Property, and in relation to the Educational Services. Accordingly, the Receiver does not anticipate that CRA will have a claim in these proceedings, as (a) it does not appear that the Company earned any business income, and (b) the sale of the Highview Property is not expected to trigger a capital gains tax because the proposed sales price of $5.26 million is less than $6.68 million in land cost and construction costs of the Highview Property. The Receiver will assess any and all tax implications of the Proposed Sale Transaction once it is completed; and

c) Yang has alleged that certain of her family members in China transferred funds to her in order to help pay for the construction of the Highview Property. However, Yang has not provided the Receiver with any documentation to support these potential claims, nor has Yang provided the Receiver with an estimate of these purported claims.

20. Pursuant to paragraph 39 of the Amended and Restated Receivership Order, the claims process contained in the Original Receivership Order was suspended due to the fact, at that time, there were no available funds in the Receivership to pay the Company's creditors and such a procedure was therefore premature.

21. The Proposed Sale Transaction is expected to generate approximately $5.26 million, with total net proceeds of $5.10 million after the Realtors' commission of approximately $161,800. Accordingly, once the Proposed Sale Transaction has been completed, the Receiver will reassess the need to run a formal claims process.

The Bankruptcy of Yang

22. As noted above, Yang was the sole director and shareholder of the Company.

23. As Yang owned 100% of the shares of the Company, any surplus funds after the payment of the Company's creditors will be paid to the Bankruptcy Estate.

24. It is expected that there will be a significant surplus of funds which will become assets of the Bankruptcy Estate. It is therefore important for the Receiver to work together with the Trustee, as well as the creditors in the Receivership and in the Bankruptcy, as both sets of creditors will be impacted by the decisions made in these receivership proceedings and, in particular, the Proposed Sale Transaction.

Yang's Creditors

25. PTI is a company duly incorporated pursuant to the laws of the State of Washington in the United States. PTI is Yang's largest creditor, having obtained a judgement against Yang (and others) in 2015 in the State of Washington in the amount of approximately $11.4 million USD (the "**Washington Judgment**").

26. On December 16, 2016, and by order of the Supreme Court of British Columbia, the Washington Judgment was declared recognizable and enforceable in this jurisdiction in the amount of approximately $15.7 million CAD (the "**Judgment Amount**").

27. As at May 4, 2018, the date of the Bankruptcy, PTI had recovered only a fraction of the Judgment Amount and therefore remains a significant creditor in the Bankruptcy Estate.

28. In addition, to PTI, there are a total of five (5) creditors in the Bankruptcy Estate, whose claims total approximately $12.8 million. These creditors consist of the following:

    a) Mercedes Benz filed a secured claim in the amount of approximately $71,000;

    b) CRA filed an unsecured claim in the amount of $569,000;

c) Royal Bank of Canada ("**RBC**") filed an unsecured claim in the amount of approximately $50,000;

d) T&E, a company formerly owned by Yang and currently owned by PTI, filed a claim in the amount of approximately $385,000; and

e) PTI had originally filed an unsecured claim in the amount of $13.3 million and has reduced is claim to $11.7 million due to PTI's realizations made to date resulting from enforcement of the Washington Judgment.

29. PTI holds approximately 92% of the value of the claims in the Bankruptcy Estate.

ACTIVITIES OF THE RECEIVER TO DATE

30. Since its appointment, the Receiver has, *inter alia*:

a) met with various stakeholders, including PTI and its counsel, the inspector of the Bankruptcy Estate, Mr. Fred Diamondstone (the "**Inspector**"), Yang and her former counsel, and the Former Receiver, to discuss the respective duties and roles of the Receiver and each of the stakeholders;

b) attended a meeting with the Former Receiver with respect to transitioning the Receivership file to the Receiver following the substitution pursuant to the Amended and Restated Receivership Order;

c) took possession of, and reviewed, the Company's books and records, its bank transactions, and other documents provided by the Former Receiver with respect to the filing of the Company's tax returns, the review of transfers at undervalue and preferences, and the administration of the receivership;

d) performed the following activities with respect to the Highview Property:

i. prepared a strategy for taking possession of and realizing upon the Highview Property;

ii. took possession of the Highview Property;

iii. reviewed the insurance policy, reviewed insurance requirements, and correspondence with insurance brokers in order to ensure that an adequate insurance policy was put in place;

iv. corresponded with Sophia Zhou of Pacific Evergreen Realty Ltd. and Leo Zheng of Coldwell Banker Prestige Realty (together the "**Realtors**"), with respect to the Proposed Sale Transaction;

v. attended the Highview Property in order to take possession, inspect the premises, assess the extent of potential water damage to the Highview Property, meet with the Realtors, meet and discuss the restoration with Upward Construction and Renovation Ltd. ("**Upward**"), and ensured compliance with insurance policies;

vi. assessed the work required to fix the significant water damage, reviewed restoration quotes, reviewed and assessed quotes from three restoration companies, and ultimately engaged Upward to remediate and restore the Highview Property;

vii. reviewed quotes with respect to the staging of the Highview Property in order to maximize sale value;

viii. discussed the Sales Process with various parties, including the Realtors, the Trustee, and PTI, and prepared an options analysis with respect to the sale of the Highview Property;

ix. corresponded weekly with Upward in order to monitor the remediation and restoration progress, compared budget to actual results, and ensured the timely completion of the restoration within budgeted timelines;

x. corresponded with utility companies and the Former Receiver with respect to ongoing utilities and security services;

e) corresponded with Trustee with respect to the impact of the Receiver's decisions on the creditors in both the Bankruptcy Estate and the Receivership;

f) corresponded with the auctioneer and insurance providers with respect to the sale of a BMW automobile owned by the Company (the "**BMW**");

g) performed the following activities related to the passing of the Former Receiver's and its legal counsel's accounts, fees, and disbursements:

i. reviewed the Former Receiver's and its counsel's accounts, fees and disbursements;

ii. corresponded with the Former Receiver and its counsel with respect to the reasonableness of their fees and disbursements;

iii. reviewed the Former Receiver's and its legal counsel's lengthy fee application materials;

iv. discussed the matter with Office of the Superintendent of Bankruptcy (the "**OSB**"); and

v. prepared application response materials and affidavit evidence;

h) corresponded with CRA with respect to filing of the Company's tax returns;

i) reviewed the borrowing requirements of the Receivership and administered borrowing from the Bankruptcy Estate to fund the remediation of the Highview Property; and

j) reviewed and paid invoices and performed general administration of the Receivership.

SUBSTITUTION OF THE FORMER RECEIVER

31. On October 2, 2018, prior to the granting of the Amended and Restated Receivership Order, the Trustee attended the Former Receiver's offices to discuss certain matters related to the Bankruptcy Estate.

32. At this meeting, and in anticipation that EYI would also be substituted as the Receiver, the Former Receiver also discussed several matters with respect to the Receivership, including the remediation of the Highview Property's extensive water damage, and various the transactions between Yang's personal bank accounts and the Company's bank accounts.

33. The Former Receiver advised the Trustee that it was nearing the completion of recreating the books and records of the Company and Yang and that it would require an additional 20 hours to complete the books and records. The Trustee agreed that if it were to be appointed Receiver, it would be reasonable for the Former Receiver to complete its reconstruction of the books and records of Yang and the Company, so long as the Former Receiver could complete all outstanding items within the estimated time.

34. On December 13, 2019, and following the substitution of the Receiver in place of the Former Receiver the Receiver met with the Former Receiver to discuss the Receivership in further detail. The Former Receiver provided documents related to the Receivership including BMO mortgage documents, transactions related to the construction of the Highview Property, bank statements, and other financial documents

FORMER RECEIVERS ACCOUNTS, FEES & DISBURSEMENTS

35. Paragraph 21 of the Original Receivership Order states that 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 referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis." More specifically, paragraphs four and five of the Amended and Restated Receivership Order expressly state that the Former Receiver "is directed to transfer all Property in its possession to the Receiver forthwith", and the "Former Receiver and its counsel are hereby directed to pass their accounts promptly".

36. Since the time of its appointment, the Receiver requested, on numerous occasions, that the Former Receiver and its legal counsel provide the Receiver with a copy of their respective fees and disbursements (the "**Fees & Disbursements**"), as well as the Former Receiver's statement of receipts and disbursements (the "**R&D**").

37. Notwithstanding the numerous requests and demands in this regard, the Former Receiver did not provide these documents to the Receiver until May 17, 2019.

38. Both the Receiver and the largest creditor in the Bankruptcy Estate, PTI, reviewed the Fees & Disbursements and the R&D and have expressed a number of concerns with respect to various aspects of the Fees & Disbursements. This matter is proceeding to a taxation hearing.

39. Given the concerns raised by both the Receiver and PTI, it is likely that the Former Receiver's application for approval of its Fees & Disbursements will be contested. Accordingly, on July 22, 2019, the Receiver, the Former Receiver, and PTI, through its legal counsel, attended to obtain direction from this Honourable Court (the "**Directions Hearing**") with respect to the timing of application materials and application responses (the "**Direction Order**").

40. The terms of the Direction Order were agreed to at the Directions Hearing, however counsel to the Former Receiver has yet to provide a copy of the Direction Order to the Receiver, PTI, and the Receiver's counsel in a form acceptable to the parties.

41. Pursuant to the Direction Order, the Receiver and its counsel were to prepare and provide their application material by July 29, 2019.

42. Between July 29 and August 2, 2019, the Former Receiver and its counsel provided copies of various affidavits and the First Report of the Former Receiver, dated July 29, 2019. On September 6, 2019, and following numerous and repeated requests from PTI and the Receiver's counsel, the Former Receiver and its legal counsel provided their notices of application seeking, *inter alia*, an order approving the Fees & Disbursements.

43. Given above-mentioned delays, the Receiver is in the process of drafting responding materials, which will be filed and served as soon as possible.

REVIEW OF BOOKS AND RECORDS

44. The Receiver has obtained books and records of the Company from PTI, the Former Receiver and from Yang's premises at 4885 Narvaez Drive, Vancouver, BC (the "**Narvaez Property**"). The records located at the Narvaez Property were obtained when the Trustee attended the premises for the purpose of taking inventory and collecting books and records in connection with the administration of the Bankrupt Estate.

45. Following its substitution, the Former Receiver provided the Receiver with copies of the Company's bank statements (the "**PE Statements**") and an Excel spreadsheet which summarized the PE Statements and provided some detail as to the Former Receiver's understanding of the source and destination of funds.

46. Based on the Receiver's review of these records, the Company had three bank accounts: one bank account (the "**TD Account**") at Toronto Dominion Bank, and two bank accounts at BMO (the "**BMO Accounts**"). The TD Account had approximately 30 to 40 transactions per year, while the BMO Accounts had a combined total of approximately 100 transactions per year. The majority of these transactions are easily identifiable as interest, banking fees, lease payments on the BMW, and payments to British Pacific (as defined below) for the construction of the Highview Property.

47. The Receiver reviewed transactions between 2013 and its appointment to identify potential assets, including preferences and transfers at undervalue, as described above.

REALIZATION OF ASSETS TO DATE

Realization of the Insurance Premium Refund

48. The Receiver recovered a cheque from the Narvaez Property which was payable to the Company in the amount of $3,288, and which related to a refund in house insurance for premiums paid in 2017. The Receiver was able to cash this cheque and realize upon these funds as a result of its efforts to take inventory and possession of books and records at the Narvaez Property, which did not appear to have been completed prior to its substitution.

Realization from the Sale of the BMW

49. The Former Receiver advised the Receiver that the Company owned the BMW, which was located at Accurate Effective Bailiffs Ltd. (the "**Bailiff**") and was listed for a sale price of approximately $40,000. Following the granting of the Amended & Restated Receivership Order, the Receiver contacted the Bailiff to advise it of its appointment and to discuss particulars relating to the sale of the BMW. At that

time, the BMW was listed on www.repo.com, which posts on several sites including Facebook, Auto Trader, and Craigslist.

50. The Receiver reviewed several comparable vehicles on autotrader.ca in order to obtain a current value of the BMW, and because it had been involved in several accidents and was in comparably poor condition, the listing price was gradually reduced by the Receiver over a period of two months in order to maximize the sale proceeds. The BMW was sold on March 1, 2019 for $34,980, with net proceeds of $32,484 following payment of the bailiff's fees and various selling fees.

51. Once the sale of the BMW was completed, the Receiver worked with ICBC to realize upon a prepaid insurance premium of $1,020 as recorded in the R&D.

THE HIGHVIEW PROPERTY

<u>The Highview Property</u>

52. The Receiver understands through discussions with Yang, the Former Receiver, and from review of the Company's books and records, that from 2011 to 2014, British Pacific Enterprises Limited ("**British Pacific**") entered into a contract with the Company to construct the Highview Property.

53. The construction of the Highview Property, which is an approximately 6,000 square foot single family residence, was completed on or about April 17, 2014. As at the date of the Receiver's appointment, no amounts were owing to British Pacific in connection with the construction of the Highview Property.

<u>Water Damage and Remediation</u>

54. On December 13, 2018, two days after its appointment, the Receiver attended the Highview Property with a member of the Former Receiver's staff. The Receiver performed a walkthrough and assessment of the house and land with the assistance of the Former Receiver.

55. During the walkthrough, the Receiver noted the severe water damage that had occurred at the Highview Property. As at the date of the Receiver's appointment, the water damage had not been remediated and there were numerous water leaks throughout the property.

56. On December 14, 2018, the Former Receiver provided certain information and handover notes to the Receiver, including remediation quotes from three contractors. At that time, none of these contractors had been retained to remediate the Highview Property and, as noted above, no remediation had been commenced.

57. The Receiver reviewed the three quotes and obtained an additional quote from Upward. The Receiver performed research, background checks, and reviewed the quotes from each of the remediation companies and ultimately selected Upward to perform the remediation services (the "**Remediation Services**"), on the basis that Upward had:

a) provided the best value for their quote;

b) well established relationships with the City of West Vancouver; and

c) an excellent reputation in the construction and West Vancouver community.

58. On December 21, 2018, the Receiver met with Upward to review the extent of the water damage and locate the source of the leak. Upward advised the Receiver that the leaks had been caused by clogged drains on the top floor deck outside the master bedroom, and that it had taken immediate steps to remove the clogged drain in order to conserve the value of the property and limit any further damage. Prior to this date the source of the water leakage at the Highview Property had not been located, repaired, or adequately mitigated.

59. On January 9, 2019, the Receiver met with Upward and obtained an estimate from Upward detailing the timeline and cost to fix the Highview Property in the amount

of $225,913 (the "**Original Remediation Budget**"). The Receiver reviewed the Original Remediation Budget. A copy of the Original Remediation Budget, which includes the general activities and timelines associate with the Remediation Services, is attached hereto at **Appendix "C".**

60. On January 11, 2019, the Trustee held the 10th meeting of Inspectors and reviewed the Original Remediation Budget, which was subsequently approved through an Inspector's Resolution.

61. On January 14, 2019, Upward commenced remediation of the Highview Property and provided the Receiver with weekly updates on progress.

62. On February 15, 2019 through March 1, 2019, Upward contacted the Receiver and stated that they had removed the walls and floors and the extent of the damage was far greater than initially expected. Upward provided the Receiver with a revised budget for the remediation work, which totalled $504,426 and was to be completed by August 13, 2019 (the "**Final Remediation Budget**"). A copy of the Original Remediation Budget, which includes the general activities and timelines associate with the Remediation Services, is attached hereto at **Appendix "D".**

63. The Trustee reviewed the Final Remediation Budget with the Inspector. The Inspector subsequently notified the Trustee that a representative from PTI wanted to attend the Highview Property in order to review whether the Remediation Services were required in order to sell the Highview Property, as recommended by the Receiver.

64. On April 18, 2019 , a representative of PTI and the Receiver attended the Highview Property to review the progress of the Remediation Services to discuss the Final Remediation Budget. Shortly after the meeting, PTI confirmed that it agreed with the Receiver's recommendation and would support the approval of the Final Remediation Budget.

65. On May 9, 2019, the Trustee held the 13th meeting of Inspectors where the Inspector passed a resolution to approve Final Remediation Budget.

66. The Remediation Services were performed during the period of December 21, 2019, and August 30, 2019. Upward experienced some delays in completing the Remediation Services during the winter months, due to the amount of snowfall and difficult access to the Highview Property.

67. The Remediation Services have been completed. The Receiver has not received the final invoice from Upward, however, Upward has informed the Receiver that the Remediation Services were completed for less than the cost estimated in the Final Remediation Budget.

Engagement of the Realtors

68. The Realtors are co-listing agents and were previously known to the Receiver as, in its capacity as Trustee, it had engaged with the Realtors when the Narvaez Property was sold as part of the administration of the Bankruptcy Estate.

69. Ms. Zhou is an experienced realtor and has been licensed as a realtor since 2005, and has extensive knowledge and experience with the Chinese market for residential properties in the Vancouver area. Ms. Zhou speaks both Mandarin and Cantonese. Ms. Zhou also has experience in selling and purchasing properties in foreclosure proceedings, and advised the Receiver that she understood the requirement to obtain approval from this Honorable Court in these Receivership proceedings.

70. Mr. Zheng is also an experienced realtor and has sold several properties listed between $2 million and $8.5 million in the West Vancouver market, which is where the Highview Property is located. Mr. Zheng's and Ms. Zhou's knowledge of the West Vancouver market and ability to communicate in Mandarin and Cantonese

were considered key by the Receiver to obtaining a timely sale of the Highview Property.

71. Ms. Zhou and Mr. Zheng assisted the Receiver by attending the Highview Property to discuss the Remediation Services with Upward and the Receiver, obtaining quotes for and overseeing the staging of the Highview Property, using their network and real estate experience to contact and attract prospective buyers, providing the Receiver with comparable listings and advice in order for the Receiver to determine an appropriate selling price, preparing the real estate listing on MLS and other websites, and administering the Proposed Sale Transaction.

72. The Realtors' fees structure is as follows:

    a) 7% on the first $100,000 of sales proceeds; and

    b) 3% on the remaining proceeds.

73. In the Receiver's experience, the Realtors' fee structure is reasonable in the circumstances and comparable with other real estate agents in the West Vancouver market.

74. Following the Receiver's consultation with the Trustee, its legal advisors, PTI, and the Realtors, the parties determined it was appropriate for the Receiver, in consultation with the Realtors, to manage the sale of the Highview Property.

Value of the Highview Property

75. Following its substitution, the Former Receiver provided the Receiver with a property valuation report dated May 8, 2018 (the "**2018 Property Valuation**"), which stated that, assuming it was in saleable condition, the Highview Property had an estimated market value of $7.7 million. However, given the extensive water damage at the Highview Property, the 2018 Property Valuation was unreliable. In addition, the Receiver was advised by the Relators that the information in the 2018 Valuation Report was inaccurate due to the following factors:

a) the 2018 Valuation Report was based on similar houses in the area, however, the Highview property is located on a very steep hill that has limited access in the winter and the land accompanying the house is not ideal for further construction. These factors are specific to the Highview Property;

b) the Highview Property was severely water damaged, which was not known to the valuators;

c) since the date of the 2018 Valuation Report, the housing market in West Vancouver has declined due to general market conditions and due to the fact that Chinese investors, the primary purchasers of West Vancouver properties, have not been investing as much money in the West Vancouver housing market due to the relationship between Canada and China and the imposition of the foreign buyers tax by the Government of British Columbia.

76. For the month of August, 2019, approximately 161 homes were listed in West Vancouver at a sales price greater than $5 million with only 6 recorded sales. A further 69 homes were listed at a sales price between $4 million and $5 million with only 4 recorded sales. As at August 13, 2019, there were 6 active listings in the small Highview area for properties that were listed between 2015 and 2017, and for list prices between $5 million and $12 million. All of these properties have had significant price decreases since they were originally listed and are still on the market.

77. As at September 16, 2019, when the Highview Property was listed, it was one of 11 properties listed in the Highview area.

78. In order to determine a current market value, the Receiver reviewed several comparable properties listed in the area and discussed the real estate market with the Realtors, PTI, the Trustee and Inspector.

79. Similar properties were being sold at approximately $6 million, however, due to the poor location of the Highview Property, the Realtors' view that the bottom floor of the house had an impractical layout, the recently remediated water damage, the carrying costs involved in listing at a higher price, having the property remain unsold until the new year, and the fact that any sale would be an as-is, where-is sale, it was recommended by the Receiver and agreed to by the Realtors, PTI, and the Inspector, that the property be listed at $5.5 million.

PROPOSED SALE OF THE HIGHVIEW PROPERTY

The Receiver's Qualifications

80. The Receiver, and specifically the senior officers of EY responsible for the administration of this Receivership, have sold or successfully restructured liabilities in an amount exceeding $2 billion respecting real estate projects in British Columbia, both within urban areas and in remote locations of the Province.

81. The projects in which the Receiver was engaged, either as receiver or in alternative insolvency proceedings, cover the following broad range of real estate assets:

    a) residential strata condominium units;

    b) strata market rental condominium units;

    c) non-market rental condominium units;

    d) fee-simple apartment buildings;

    e) social housing units;

    f) retail property;

g) development projects in various stages of development in which the Receiver had undertaken the completion of construction of the strata retail and office component of the development; and

h) resort projects.

82. The Receiver is of the opinion that the Receiver's qualifications alongside those described for the Realtors above are more than sufficient to market and sell the Highview Property.

<u>Offers Received</u>

83. On September 21, 2019, the Realtors held an open house at the Highview Property which was attended by several realtors and interested purchasers.

84. On September 23, 2019, the Realtors contacted the Receiver to state that three offers were put forward for the property in the amounts of $5.18 million, $5.26 million, and $5.38 million.

85. The Receiver, through consultation with the Realtors, PTI, and the Inspector, assessed each of the offers and selected the $5.26 million offer (the "**Accepted Offer**") on an as-is where-is basis based on the following factors.

a) the Purchaser's involvement and sincerity in the process to date;

b) the large deposit held by the real estate firm in the amount of $1,000,000, which was far greater than the deposits offered by the other offerors;

c) the ability for the purchaser to close the sale within 5 days of court approval;

d) the Purchaser's desire to pay in cash and the confirmation that all proceeds required for the sale are currently in Canada;

e) the recommendation of the Realtors; and

f) the overall commercial reasonableness of the offer.

86. A copy of the Accepted Offer is attached hereto as **Appendix "E".**

The Contract of Purchase and Sale

87. On September 24, 2019 the Receiver and the Purchaser signed a Contract of Purchase and Sale (the "**Contract of Purchase and Sale**"), a copy of which is attached hereto as **Appendix "F"**. The key terms of the Contract of Purchase and Sale include, *inter alia*, the following:

a) the purchase price is $5.26 million;

b) both the closing date and the possession date are five days after the approval of this Proposed Sale Transaction by this Honourable Court;

c) the Highview Property is sold on an as-is where-is basis, and the Receiver therefore did not provide a property disclosure statement;

d) there are no subjects, including financing and inspection of the Highview Property, upon which the closing of the Proposed Sale Transaction is conditional, other than the approval by this Honourable Court;

e) the Contract of Purchase and Sale may be terminated at any time before approval of the Proposed Sales Transaction by this Honourable Court if the Receiver determines it is inadvisable to present the Contract of Purchase and Sale to this Honourable Court, following which the Receiver will have no further obligations or any liability to the Purchaser under the Contract of Purchase and Sale; and

f) the Contract of Purchase and Sale may be terminated at any time prior to the closing date if any order of this Honourable Court, or other court of competent jurisdiction renders the completion of the Proposed Sale Transaction impossible or inadvisable, and the Receiver will thereafter have no further obligations or any liability to the Purchaser.

FUNDING OF THE RECEIVERSHIP

88. Upon the substitution of the Former Receiver, the Receiver requested the R&D and any remaining monies in the Former Receiver's receivership account to be delivered to the Receiver. The R&D was not forthcoming; however, the Former Receiver did confirm that it did not have any excess funds in the receivership estate to transfer to the Receiver.

89. On January 15, 2019, in order to pay for the Remediation Services, the Receiver borrowed approximately $400,000, less $593 in bank fees, from the Bankruptcy Estate pursuant to the Receiver's Borrowing Charge, as defined in the Amended and Restated Receivership Order, pursuant to Receiver's Certificate 1 dated January 14, 2019 (the "**First Receiver's Certificate**"). The First Receiver's Certificate is attached hereto at **Appendix "G".**

90. It is not expected that the Receivership will require a further injection of funds if the Proposed Sale Transaction is approved by this Honourable Court and the funds are delivered by the Purchaser by the Sale Transaction Close. However, if such funds are not forthcoming for an unforeseen reason, the Receiver would require additional borrowing room in order to borrowing funds to pay for the fees and disbursements of the Receiver and its legal counsel, the fees and disbursements of the Former Receiver and its legal counsel, utilities, and final amounts due to Upward.

91. The Receiver therefore requests that the borrowing charge be increased by $250,000, which will increase the borrowing charge from $400,000 to $650,000.

RECEIPTS AND DISBURSEMENTS

92. Attached hereto as **Appendix "H"** to this First Report is a statement of receipts and disbursements of the Receiver for the period from December 10, 2018 to October 1, 2019 (inclusive) (the "**R&D Period**").

93. This statement reflects actual cash receipts and disbursements, and has not been prepared on an accrual basis.

94. Cash on hand as at October 1, 2019 was $12,421. Cash received during the R&D Period totalled $439,367. This amount is comprised of the is following receipts and is summarized in the table below:

Description	**Amount**	**Receiver's Comments**
Borrowings under a Receiver's Certificate	$399,409	Borrowing in the amount of $399,407 ($400,000 less $593 in bank fees) was funded by the Yang Estate pursuant to the Receiver's Borrowing Charge, as defined in the Amended and Restated Receivership Order, pursuant to Receiver's Certificate 1 dated January 14, 2019
Interest Allocation	3,166	Interest earned over the period
Refund of insurance - Highview Property	3,288	Refund from BCAA for prepaid house insurance in 2017
Refund of Insurance - BMW	1,020	Refund from ICBC for prepaid insurance on the BMW
Sale of Vehicle - BMW	32,484	Sales proceeds from the sale of the BMW
Total	**$439,367**	

95. Disbursements during this period totalled $426,945 and are summarized in the table below:

Description	Amount	Receiver's Comments
Bank Charges	$69	
Construction/Remediation Costs	283,248	Payments to the Restoration Company for the Restoration Services excluding taxes and including a $50,000 retainer which will be applied to its final invoice
General & Administration	457	Payments for security, alarm services, filing fees, and other administrative charges
GST on Disbursements	11,667	GST on all disbursements except Legal Fees and Receiver's Fees
Insurance	10,420	Insurance premium payments on the Highview Property
Legal Fees (including taxes)	6,226	Legal fees to May 31, 2019 including applicable taxes. Taxes are broken down in Appendix H
Property Taxes	55,616	Property tax and related payments for the 2018 and 2019 taxation years
Receiver's Fees (including taxes)	42,960	Receiver fees to May 31, 2019 including applicable taxes. Taxes are broken down in Appendix H
Staging & Interior Design	12,050	Payment to the interior design company to stage the Highview Property for sale
Utilities	4,233	Utilities for the Highview Property
Total	**$426,946**	

FEES AND DISBURSEMENTS

96. The Amended and Restated Receivership Order requires the Receiver to pass its accounts from time to time. The accounts of the Receiver are calculated based on hours spent at rates established by each professional based on their qualifications and experience.

97. The Receiver is seeking to have its fees and disbursements for the period from September 28, 2018 to September 27, 2019 passed and approved by this Honourable Court. A summary and copies of the Receiver's invoices are attached as **Appendix "I"**. The appendix includes details with respect to hours spent by

each employee during the period. The table below provides a summary of the fees for this period:

Ernst & Young Inc.								
Invoice No.	**Date**	**Period Covered**	**Fees**	**Expenses**	**Subtotal**	**Taxes**	**Total**	**Hours**
3835	June 4	Sept 28 – May 31	$40,914	$102	$41,016	$2,051	$43,067	108
4183	Sep 13	June 1 – Sep 10	19,848	-	19,848	992	20,840	56
4259	Oct 3	Sep 11 – Sep 27	11.312	-	11,312	566	11,878	26
			$72,074	**$102**	**$72,176**	**$3,609**	**$75,785**	**190**

98. The activities of the Receiver during this period are documented in this First Report. The work completed by the Receiver was delegated to the appropriate professionals in the Receiver's organization based on seniority and hourly rates. The Receiver's fees are consistent with the fees charged by similar firms.

99. The fees and disbursements of the Receiver's legal counsel, for the period from September 18, 2018 to September 30, 2019 are summarized in **Appendix "J"**. The table below provides a summary of the fees for this period:

Cassels Brock & Blackwell LLP								
Invoice No.	**Date**	**Period Covered**	**Fees**	**Expenses**	**Subtotal**	**Taxes**	**Total**	**Hours**
2058589	Nov 6	Sept 18 – Oct 31	$1,970	$0	$1,970	$236	$2,206	4
2062612	Dec 13	Nov 1 – Nov 30	1,855	0	1,855	223	2,078	4
2064248	Dec 31	Dec 1 – Dec 31	964	0	964	116	1,080	2
2071666	March 11	Jan 1 – Feb 28	210	0	210	25	235	1
2079942	June 12	May 1 – May 31	560	0	560	67	627	1
2083256	July 16	June 1 – June 30	847	0	847	102	949	2
2085550	Aug 4	July 1 – July 31	834	0	834	100	934	2
2087150	Sept 6	Aug 1 – Aug 31	2,039	0	2,039	245	2,284	6
2090804	Oct 10	Sep 1 – Sep 30	6,055	72	6,127	735	6,862	20
			$15,334	**$72**	**$15,406**	**$1,849**	**$17,255**	**42**

100. During this period, the Receiver's legal counsel billed approximately 42 hours, representing fees and disbursements of $15,334 exclusive of GST and PST. The Receiver has reviewed and paid all accounts rendered by its legal counsel in this period, and confirms that all services described in the accounts were rendered to the Receiver by its legal counsel, and that the Receiver believes that all charges in the accounts are fair and reasonable and consistent with the market for such legal services in British Columbia.

101. The Receiver is requesting this Honourable Court's approval of the fees and disbursements of the Receiver and Cassels, as described in this First Report.

RECOMMENDATIONS

102. The Receiver respectfully requests that this Honourable Court pronounce an order approving:

a) the Receiver's Proposed Sales Process for the Property;

b) the proposed increase in the Receiver's Borrowing Charge by $250,000, increasing it from $400,000 to $650,000.

c) the Receiver's fees and expenses as outlined herein;

d) the Receiver's legal counsel's fees and disbursements as outlined herein; and

e) the First Report of the Receiver and its activities to the date hereof.

All of which is respectfully submitted this 11th day of October, 2019.

Yours truly,

ERNST & YOUNG INC.
In its capacity as Receiver of
PE Consulting Ltd.
and not in its personal or corporate capacity

Per:

Kevin Brennan CPA, CA, CIRP, LIT
Senior Vice President

Appendix A

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

JUN 0 8 2018

ENTERED

B-180368

District of British Columbia
Division No. 03 - Vancouver
Court No.
Estate No. 11-2375063

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF

JIZHE YANG

IN THE MATTER OF THE RECEIVERSHIP OF
PE CONSULTING LTD.

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE	)	
JUSTICE N SMITH	)	8/JUN/2018
	)	
	)	

ON THE APPLICATION of G. Powroznik Group Inc., Trustee of the Estate of Jizhe (Mary) Yang, a bankrupt and a director of PE Consulting Ltd. for an Order pursuant to Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing **G. Powroznik Group Inc.** as **Receiver and/or Receiver and Manager** (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of **PE Consulting Ltd.** (the "**Company**") acquired for, or used in relation to a business carried on by the Company, coming on for hearing this day at **Vancouver,** British Columbia.

AND ON READING the Affidavit #1 of **Jeff Ayre** sworn **08/Jun/2018** and the consent of **G. Powroznik Group Inc.** to act as the Receiver; AND ON HEARING **Dennis K. Fitzpatrick**, Counsel for **the Trustee** and other counsel as listed on Schedule "A" hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 39 of the LEA **G. Powroznik Group Inc.** is appointed Receiver, without security, of all of the assets, undertakings and property of the

Company, including all proceeds and the West Vancouver House, hereinafter defined (the "**Property**").

RECEIVER'S POWERS

2. The Receiver is 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 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 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, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;

   (c) to manage, operate and carry on the business of the Company, 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 business, or cease to perform any contracts of the Company;

   (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 fixtures, equipment, inventories, supplies, premises or other assets to continue the business of the Company or any part or parts thereof;

   (f) to receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting these amounts, including, without limitation, enforcement of any security held by the Company;

   (g) to settle, extend or compromise any indebtedness owing to the Company;

   (h) 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 Company, for any purpose pursuant to this Order;

   (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Company;

(j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Company, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

(k) to market any or all of the Property and in particular lands known and described as:

Parcel Identifier: 028-278-038
Lot 16 District Lot 793 Group 1 New Westminster District
Plan BCP45164 (the "West Vancouver House")

including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of a single transaction for consideration up to **$50,000**, provided that the aggregate consideration for all such transactions does not exceed **$200,000**; and

(ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

(m) to apply for any vesting order or other orders necessary to convey the Property including the West Vancouver House or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) 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 Company;

(q) to enter into agreements including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Company;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Company may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

(t) to provide access and obtain documentation from, without further authorization from the director of the Company, to Canada Revenue Agency to allow them to complete necessary work for an audit of the GST payable by the Company;

(u) to determine whether there are any other Canada Revenue Agency claims that might arise on sale of the Property;

(v) to examine the banking records to determine whether there are any reviewable transactions or preferences that should pursued; and

(w) to recover all cost of realization and administration so as not to burden the Estate until it is determined whether equity exists;

(x) that the Trustee be directed to provide immediate notice of this Order to Bank of Montreal, Vancouver Bullion and Currency Exchange Ltd., Jizhe (Mary) Yang and Tian Li; and

(y) to assign the Company into bankruptcy without further order.

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 Company, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Company; (ii) all of the Company's 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 (collectively, "**Persons**" and each 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 and in particular and without limitation, all persons having notice of this Order are restrained and enjoined from dealing in any manner with the following bank drafts: (i) $50,000 Bank of Montreal Draft No. 021131811 issued November 27, 2017 to Tian Li; (ii) $80,000 Bank of Montreal Draft No. 021750192 issued November 10, 2017 to Vancouver Bullion and Currency Exchange Ltd.; and (iii) $36,000 Bank of Montreal Draft No. 021750043 issued November 3, 2017 to Jizhe (Mary) Yang, and that any person holding any such bank draft shall deliver it to the Receiver forthwith on service of notice of this Order by any means including email.

4. All Persons, other than governmental authorities, 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 Company, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 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 solicitor client privilege or statutory provisions prohibiting such disclosure; and in particular and without limitation: (i) the Bankrupt Jizhe (Mary) Yang and anyone having possession of the share certificate(s) of PE Consulting Ltd. deliver them forthwith to the Trustee within seven days of delivery of a copy of the order; (ii) the Bankrupt Jizhe (Mary) Yang and anyone having possession of the books and records of PE Consulting Ltd. deliver them forthwith to the Trustee within seven days of delivery of a copy of the order; and (iii) the Bankrupt Jizhe (Mary) Yang disclose all books and records of PE Consulting Ltd. in her possession and all receipts, expenditures or payments, bank account records, computer programs and records, material emails, documents, and other key information related to PE Consulting Ltd. over the past four fiscal years.

6. 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 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 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

7. 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 COMPANY OR THE PROPERTY

8. No Proceeding against or in respect of the Company or 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 Company or the Property are 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 the Proceeding except for service of the initiating documentation on the Company and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Company, the Receiver, or affecting the Property, are 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 Company to carry on any business which the Company is 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. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. 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 Company, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Company 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 to the Company are 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, and the Receiver shall be entitled to the continued use of the Company's current telephone numbers, facsimile numbers, internet addresses and domain names, 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 Company 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

12. (a) Any financial institution, including the Bank of Montreal and Vancouver Bullion and Currency Exchange Ltd., is directed to provide records of any bank drafts (acquired for the Company or using funds of the Company or the Bankrupt) to the Trustee and that such financial institutions shall be directed to: refuse to cash term deposits or bank drafts and to provide immediate notice to the Trustee of the holder of such drafts or term deposits; and/or hold the funds representing the bank drafts pending further order of the court and for the purpose of this paragraph, bank drafts shall include but shall not be limited to: (i) $50,000 Bank of Montreal Draft No. 021131811 issued November 27, 2017 to Tian Li; (ii) $80,000 Bank of Montreal Draft No. 021750192 issued November 10, 2017 to Vancouver Bullion and Currency Exchange Ltd.; and (iii) $36,000 Bank of Montreal Draft No. 021750043 issued November 3, 2017 to Jizhe (Mary) Yang.

(b) 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.

EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the Company shall remain the employees of the Company until such time as the

Receiver, on the Company's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Company, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Company, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. 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 (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.

16. 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.

17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

    (a) before the Receiver's appointment; or,

    (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. 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

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. 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.

21. 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

referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

22. 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 standard 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

23. The Receiver is authorized and 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 **$200,000** (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 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.

24. 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.

25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

26. 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

27. 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 Property.

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings at: www.g-forcegroup.ca (the "**Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule "C" (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

32. Notwithstanding paragraph 31 of this Order, service of the Petition [OR the Notice of Application] and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.

33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding

copies by facsimile or by email to the Company's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

CLAIMS PROCESS

DEFINITIONS

34. For purposes of this Order the following terms shall have the following meanings:

    (a) **"Business Day"** means a day, other than a Saturday or a Sunday on which banks are generally open for business in Vancouver, British Columbia;

    (b) **"Claim"** shall exclude an Excluded Claim but shall include any other right or claim of any Person against the Company, or any of them, whether or not asserted, in connection with any indebtedness, liability or of any kind of the Company owed to such Person, and any interest accrued thereon or costs payable in respect thereof, 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 property or assets or to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) against any property or assets, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, not matured, disputed, undisputed, legal, equitable, secured, unsecured, 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 of contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Filing Date, and any indebtedness, liability or obligation of any kind arising out of the repudiation, restructuring or termination of any contract, lease, employment agreement, or other agreement after the Filing Date and other steps taken in pursuance of a Plan under the CCAA;

    (c) **"Claims Package"** means the document package which shall consist of a copy of this Order (without schedules), the Instruction Letter, a form of Proof of Claim, and such other materials as the Receiver considers necessary or appropriate;

(d) **"Claims Process"** means the procedures outlined in this Order in connection with the assertion of Claims against the Company;

(e) **"Company"** means PE Consulting Ltd.

(f) **"Court"** means the Supreme Court of British Columbia;

(g) **"Creditor"** means any Person asserting a Claim other than an Excluded Claim against the Company;

(h) **"Excluded Claim"** means the Receiver's Charge, charge under Receiver's Certificates and any charge created and approved by the Court;

(i) **"Filing Date"** means a date to be set by the Receiver;

(j) **"Instruction Letter"** means the letter to Creditors;

(k) **"Known Creditors"** includes all Creditors shown on the books and records of the Company as having a Claim against the Company in excess of $250;

(l) **"Receiver"** means G. Powroznik Group Inc. of G-Force Group Inc., in its capacity as the Court-appointed Receiver of the Company;

(m) **"Notice to Creditors"** means the notice prescribed by the Trustee;

(n) **"Person"** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, employee or other association, governmental agency, or similar entity, howsoever designated or constituted;

(o) **"Notice of Disallowance or Revision"** means the notice substantially in the form used for a proof of claim under the *Bankruptcy and Insolvency Act*;

(p) **"Proof of Claim"** means the form completed and filed by a Creditor setting forth its Claim (if necessary) with supporting documentation, which proof of claim shall be substantially in the form used for a proof of claim under the *Bankruptcy and Insolvency Act*.

35. For purposes of this Order the following terms are defined to refer to the following dates, subject to agreement of all affected parties or a further Order of this Court:

(a) **"Claims Bar Date"** means a date set by the Receiver not less than sixty (60) days after delivery of the Notice to Creditors;

(b) **"Claims Disallowance Date"** means any date on or before a date set by the Receiver when the Receiver may issue a Notice of Disallowance or Revision to a Creditor with respect to any proof of claim delivered to the Receiver;

(c) **"Claims Disallowance Appeal Date** means the day which is a specified number of days from the date the Receiver delivers a Notice of Disallowance or Revision;

(d) **"Claims Disallowance or Revision Hearing Date"** means the day which is a specified number of days from the date a Creditor files and serves the Notice of Application and supporting affidavit materials pursuant to this Order; and

(e) **"Claims Package Transmittal Date"** means a date set by the Receiver.

APPROVAL OF CLAIMS PROCESS

36. The Claims Process is hereby approved and the Receiver is hereby authorized and instructed to administer the Claims Process.

NOTICE OF CLAIMS PACKAGE

37. On or before the Claims Package Transmittal Date, the Receiver shall:

(a) cause a Claims Package to be sent to:

(i) all Known Creditors of the Company at the last known address (or e-mail address if applicable) except for Creditors with an Excluded Claim; and

(b) cause the Notice to Creditors, the Claims Package and a list of creditors to be (i) posted on the Receiver's website, www.g-forcegroup.ca, and such posting shall remain in effect until the Claims Bar Date; and (ii) published in the Vancouver Sun, Legal Classified section for two successive weeks, on Saturday.

38. The Receiver shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

39. If the Receiver becomes aware of further Claims of Persons not included in the initial mailing to Known Creditors after the date of initial distribution, the Receiver shall forthwith distribute copies of the Claims Package to such

Persons, but the entitlement of each Person to receive notice is abridged to the date the Claims Package is distributed to each such Person, subject to further Order of this Court.

40. The delivery of the Claims Package and publication of the Notice to Creditors, in accordance with this Order, shall constitute good and sufficient service of such materials to any Person and no further notice or service need be given or made and no other document or material need be served.

FILING OF PROOFS OF CLAIM

41. A Creditor who wishes to assert a Claim must file a Proof of Claim, with supporting documentation, with the Receiver, by delivering the Proof of Claim, with supporting documentation, by registered or electronic mail, courier, facsimile, or personal delivery to the Receiver on or before the Claims Bar Date at:

> G. Powroznik Group Inc. of G-Force Group
> 250-750 West Pender Street
> Vancouver, BC V6C 2T7
> Attention: Patricia Foster
> Tel: 778-371-0003 Fax: 778-370-0043 pfoster@g-forcegroup.ca

42. Any Creditor who does not file a Proof of Claim on or before the Claims Bar Date shall be forever barred from advancing any Claim against the Company and shall not be entitled to participate in the Plan.

DETERMINATION OF CLAIMS

43. The Receiver shall review each Proof of Claim received by the Claims Bar Date and, shall accept, revise or disallow the Claim.

44. The Receiver:

    (a) shall, upon receipt of a Proof of Claim, provide a copy of the Proof of Claim to the Company if it hasn't already received a copy, and the Company shall be at liberty to provide the Receiver with information and documents concerning a Claim asserted in the Proof of Claim;

    (b) may request further information and documents in respect of a Proof of Claim from the Creditor and the Company as reasonably necessary to review the Proof of Claim; and

    (c) shall consult with the Company regarding the subject of the Proof of Claim and the Receiver shall consider the Company's position regarding the subject Proof of Claim before deciding whether to either allow in whole or in part the Claim or issue a Notice of Disallowance or Revision.

45. The Receiver is hereby authorized and directed to use reasonable discretion as to the adequacy of compliance in the manner in which Proofs of Claim are completed and executed and where the Receiver is satisfied that a Claim has been adequately proven, it may agree to waive strict compliance with the requirements of this Order as to the completion of the Proof of Claim.

NOTICE OF DISALLOWANCE OR REVISION

46. If the Receiver determines to disallow a Claim in whole or in part it shall send a Notice of Disallowance or Revision to the Creditor at the address as shown on the subject Proof of Claim by the Claims Disallowance Date.

CLAIM DISPUTES

47. Any Creditor who disputes a Notice of Disallowance or Revision may appeal the decision of the Receiver and seek a determination by the Court of the validity and value of and particulars of its Claim by filing and serving upon (i) counsel for the Trustee and (ii) the Receiver, an application, supported by Affidavit material by 4:00 p.m on the Claims Disallowance Appeal Date, and a hearing to determine an appeal of a Notice of Disallowance shall be conducted as a trial *de novo.* Any disallowance of claim by the Receiver will be treated in the same manner as a disallowance of claim by a trustee in bankruptcy in accordance with section 135 of the BIA (and all other sections of the BIA required to interpret or apply that section) and those sections shall apply, *mutadis mutandis* to a disallowance of claim by the Receiver.

48. Any Creditor who fails to file and serve the applicable Notice of Application and Affidavit material by the deadline set forth this Order shall be deemed to accept the disallowance of its claim or the amount of its Claim as set forth in the Notice of Disallowance or Revision and such amounts set forth in the Notice of Disallowance or Revision shall constitute a proven Claim.

GENERAL PROVISIONS

49. The Receiver will be at liberty to serve any materials and orders in these proceedings, or any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission to Creditors or other interested parties at their respective addresses as last shown on the records of the Company and that any such service or notice by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by ordinary mail, on the third Business Day after mailing.

50. Any notice or communication required to be delivered to the Receiver pursuant to this Order shall be in writing and may be delivered by registered mail, facsimile, electronic mail, personal delivery, or courier addressed as follows:

> G. Powroznik Group Inc. of G-Force Group
> 250-750 West Pender Street
> Vancouver, BC V6C 2T7
> Attention: Patricia Foster
> Tel: 778-371-0003 Fax: 778-370-0043 pfoster@g-forcegroup.ca

51. In the event that the day on which any notice or communication required to be delivered pursuant to this Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

52. All notices and communications shall be deemed to have been received, in the case of notice by personal delivery, courier or electronic mail prior to 5:00 p.m. (local time) on a Business Day, when received, if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day, and in the case of a notice mailed as aforesaid, on the third Business Day following the date on which such notice or other communication is mailed.

53. References in this Order to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

GENERAL

54. 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 Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

55. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

56. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Company.

57. This Court requests the aid, recognition and assistance 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 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.

58. The Receiver is 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.

59. The Applicant 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 /Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Company's estate with such priority and at such time as this Court may determine.

60. Endorsement of this Order by counsel appearing on this application other than the Applicant is dispensed with.

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 Dennis K. Fitzpatrick, lawyer for Applicant

BY THE COURT

~~DISTRICT~~ REGISTRAR IN BANKRUPTCY

CHECKED

Appendix B

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

DEC 1 0 2018

ENTERED

District of British Columbia
Division No. 03 – Vancouver
Court No. B-180368
Estate No. 11-2375063

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
JIZHE YANG

IN THE MATTER OF THE RECEIVERSHIP OF
PE CONSULTING LTD.

ORDER MADE AFTER APPLICATION

(Amended and Restated Receivership Order)

BEFORE THE HONOURABLE JUSTICE WINTERINGHAM	))))	THE 10th DAY OF DECEMBER, 2018

ON THE APPLICATION of Prima Technology, Inc. for an order pursuant to Section 39 of the *Law and Equity Act,* R.S.B.C. 1996 c. 253, as amended (the "**LEA**") coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Jeff Ayre sworn 08/Jun/2018, the Affidavit #1 of Vanessa Lever sworn 5/Nov/2018 and the consent of Ernst & Young Inc. to act as the Receiver (as defined herein); AND ON HEARING Gordon G. Plottel, Counsel for Prima Technology, Inc., and any other counsel in attendance as set out in Schedule A of this Order, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

AMENDED AND RESTATED RECEIVERSHIP ORDER

1. This Order amends and restates the Order of the Honourable Justice Smith pronounced in these proceedings on June 8, 2018 (the "**Original Order**").

APPOINTMENT AND SUBSTITUTION

2. Pursuant to Section 39 of the LEA Ernst & Young Inc. is appointed receiver and receiver manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property of PE Consulting Ltd., including all proceeds and without limitation, the lands and premises legally described as:

CHECKED
KC

Parcel Identifier: 028-278-038
Lot 16 District Lot 793 Group 1 New Westminster District
Plan BCP45164

3. (collectively, the "**Property**"), in place of G. Powroznik Group Inc. (the "**Former Receiver**").

4. The Former Receiver is directed to transfer all Property in its possession to the Receiver forthwith.

5. The Former Receiver and its counsel are hereby directed to pass their accounts promptly, and for this purpose are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

RECEIVER'S POWERS

6. The Receiver is 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 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 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, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;

   (c) to manage, operate and carry on the business of the Company, 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 business, or cease to perform any contracts of the Company;

   (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 and including, without limitation, representatives of The Former Receiver, 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 Company or any part or parts thereof;

   (f) to receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting these amounts, including, without limitation, enforcement of any security held by the Company;

(g) to settle, extend or compromise any indebtedness owing to the Company;

(h) 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 Company, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Company;

(j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Company, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

    (i) without the approval of this Court in respect of a single transaction for consideration up to $50,000, provided that the aggregate consideration for all such transactions does not exceed $200,000; and

    (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act,* R.S.B.C. 1996, c. 359 shall not be required;

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) 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 Company;

(q) to enter into agreements including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Company;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Company may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

(t) to provide such Records (as defined below) as may be requested by the Canada Revenue Agency ("**CRA**"), and to communicate and obtain such information as may be required by the Receiver from CRA without the consent of a director, and for such purposes the Receiver is deemed to be the authorised representative of the Company;

(u) to examine the banking records to determine whether there are any reviewable transactions or preferences that should pursued; and

(w) to assign the Company into bankruptcy without further order.

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 Company, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. Each of (i) the Company; (ii) all of the Company's 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 (collectively, "**Persons**" and each 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 and in particular and without limitation, all persons having notice of this Order are restrained and enjoined from dealing in any manner with the following bank drafts: (i) $50,000 Bank of Montreal Draft No. 021131811 issued November 27, 2017 to Tian Li; (ii) $80,000 Bank of Montreal Draft No. 021750192 issued November 10, 2017 to Vancouver Bullion and Currency Exchange Ltd.; and (iii) $36,000 Bank of Montreal Draft No. 021750043 issued November 3, 2017 to Jizhe (Mary) Yang ("**Yang**"), and that any person holding any such bank draft shall deliver it to the Receiver forthwith on service of notice of this Order by any means including email.

8. All Persons, other than governmental authorities, 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 Company, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

9. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 8 or 9 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 solicitor client privilege or statutory provisions prohibiting such disclosure.

10. Without limiting the other provisions of this Order:

    (a) Yang and any other Person having possession of the share certificate(s) in the capital stock of the Company shall deliver them to Ernst & Young Inc., in its capacity as trustee in bankruptcy of the estate of Yang forthwith, and in any event within seven days of being provided of a copy of this Order;

    (b) Yang shall forthwith disclose all books and records of the Company in her possession, and all receipts, details of expenditures and payments, bank account records, computer programs and records, material emails, documents, and other material information related to the Company in relation to the past four fiscal years.

    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 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 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.

11. Any financial institution provided with a copy of this Order, including without limitation the Bank of Montreal, TD Bank, TD Waterhouse and Vancouver Bullion

and Currency Exchange Ltd., is directed to provide records of any bank drafts or term deposits (acquired by the Company or Yang, or drawn from the funds of the Company or Yang) to the Receiver and such financial institutions are hereby directed to:

(a) refuse to cash such term deposits or bank drafts, including without limitation (i) $50,000 Bank of Montreal Draft No. 021131811 issued November 27, 2017 to Tian Li; (ii) $80,000 Bank of Montreal Draft No. 021750192 issued November 10, 2017 to Vancouver Bullion and Currency Exchange Ltd.; and (iii) $36,000 Bank of Montreal Draft No. 021750043 issued November 3, 2017 to Yang;

(b) to provide immediate notice to the Receiver of the holder of such drafts or term deposits; and

(c) to hold the related funds pending further order of this Court.

NO PROCEEDINGS AGAINST THE RECEIVER

12. 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 COMPANY OR THE PROPERTY

13. No Proceeding against or in respect of the Company or 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 Company or the Property are 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 the Proceeding except for service of the initiating documentation on the Company and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

14. All rights and remedies (including, without limitation, set-off rights) against the Company, the Receiver, or affecting the Property, are 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 Company to carry on any business which the Company is 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. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

15. 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 Company, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

16. All Persons having oral or written agreements with the Company 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 to the Company are 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, and the Receiver shall be entitled to the continued use of the Company's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of the Original Order are paid by the Receiver in accordance with normal payment practices of the Company 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

17. 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 the Original 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.

EMPLOYEES

18. Subject to the employees' right to terminate their employment, all employees of the Company shall remain the employees of the Company until such time as the Receiver, on the Company's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Company, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the

BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

19. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act,* S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act,* S,B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Company, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION. ON ENVIRONMENTAL LIABILITIES

20. 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 (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.

21. 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.

22. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

    (a) before the Receiver's appointment; or,

(b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

23. Notwithstanding anything in federal or provincial law, but subject to paragraph 22 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

24. 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

25. The Receiver, the Former Receiver and their respective legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of the Original Order. 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.

26. 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 referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

27. 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 standard 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

28. The Receiver is authorized and 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 $400,000 (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 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.

29. 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.

30. The Receiver is authorized to issue certificates substantially in the form annexed as **Schedule "B"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

31. 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

32. 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 Property.

SERVICE AND NOTICE OF MATERIALS

33. The Receiver shall establish and maintain a website in respect of these proceedings at: www.ey.com/ca/PEConsulting (the "**Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules;* and,

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

34. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as **Schedule "C"** (a "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed a Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

35. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

36. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

37. Notwithstanding paragraph 36 of this Order, service of the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act,* R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act,* R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.

38. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Company's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations.*

CLAIMS PROCESS

39. The claims process contained in the Original Order is hereby suspended.

GENERAL

40. Any interested, party may apply to this Court to set aside, vary or amend this Order on not less than three (3) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

41. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

42. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Company.

43. This Court requests the aid, recognition and assistance 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 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.

44. The Receiver is 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.

45. The Applicant 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 Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Company's estate with such priority and at such time as this Court may determine.

46. Endorsement of this Order by counsel appearing on this application other than the Applicant is dispensed with.

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 Gordon Plottel, lawyer for Applicant

BY THE COURT

REGISTRAR IN BANKRUPTCY

Appendix C

UPWARD CONSTRUCTION & RENOVATION LTD.

Preliminary Estimate
2791 Highview

101-1305 Welch St.
North Vancouver, B.C., V7P 1B3
778.340.1355

BC

Description	Unit	Quantity	Cost	Ext. Price
- None				
Division: 100 General Conditions				
General Labour	Hr	218.00	$55.00	$11,990.16
Consumable Allowance	Allowance	1.00	$4,600.00	$4,600.00
Waste Disposal	Allowance	4.00	$1,200.00	$4,800.00
Allowance for waste removal other than hazardous materials.				
Final Cleaning	Estimate	1.00	$2,500.00	$2,500.00
Estimate to have the work area professionally cleaned by construction specialized cleaners.				
			Bid Item Totals:	**$23,890.16**
Division: 200 Site Work				
Site Protection	Hr	36.00	$55.00	$1,980.03
Protect non-affected areas from the work.				
Selective Demolition - Drywall and Trim	Hr	108.00	$55.00	$5,940.08
Remove and dispose drywall and trim. Hazmat assessment will be required for drywall removal.				
Selective Demolition - Specialized	Hr	72.00	$55.00	$3,960.05
Remove all affected cabinetry and millwork to be repaired and where necessary rebuilt. Remove guards for stairwell repair work.				
Selective Demolition - Flooring	Hr	54.00	$55.00	$2,970.04
Remove and dispose of all hardwood flooring on main floor level, remove stair treads and landing hardwood, remove tile and vinyl flooring where affected.				
Engineer Assessment	Budget	1.00	$1,200.00	$1,200.00
Envelope engineer required for assessment of damage, cause of leak, and required remediation.				
			Bid Item Totals:	**$16,050.20**

Description	Unit	Quantity	Cost	Ext. Price
Division: 600 Woods				
Framing Repair	Hr	144.00	$55.00	$7,920.11
Remove and re-install master bedroom sliding door with new flashing, repair affected framing surrounding the sliding door.				
Interior Finish Carpentry	Hr	180.00	$55.00	$9,900.14
Install finish carpentry to match existing trims.				
Material Allowance	Allowance	1.00	$8,000.00	$8,000.00
			Bid Item Totals:	**$25,820.25**
Division: 800 Openings				
Glass Guard Installation	Estimate	1.00	$1,700.00	$1,700.00
Re-install removed glass guards.				
			Bid Item Totals:	**$1,700.00**
Division: 900 Finishes				
Drywall Installation	Estimate	1.00	$22,000.00	$22,000.00
Install all new drywall and mudding to areas where drywall was removed for remediation.				
Tile Installation	Estimate	1.00	$11,000.00	$11,000.00
Install all new floor tile in the butler kitchen.				
Hardwood Flooring Installation	Estimate	1.00	$36,000.00	$36,000.00
Install all new hardwood flooring on main floor and stairs down to entry.				
Interior Painting	Estimate	1.00	$14,000.00	$14,000.00
Paint all affected surfaces to match existing.				
			Bid Item Totals:	**$83,000.00**
Division: 1200 Furnishings				
Cabinetry Re-build	Estimate	1.00	$36,000.00	$36,000.00
Cabinetry to be re-built as much to original specification as possible.				
Countertop Installation	Estimate	1.00	$1,800.00	$1,800.00
Retain existing countertop as much as possible.				
			Bid Item Totals:	**$37,800.00**

Description	Unit	Quantity	Cost		Ext. Price
			Subtotal:		$188,260.61
			Markup:	20.00	$37,652.12
			Total:		$225,912.73

Appendix D

UPWARD CONSTRUCTION & RENOVATION LTD.

101-1305 Welch St.
North Vancouver, B.C., V7P 1B3
778.340.1355

Preliminary Estimate
2791 Highview

BC

Description	Unit	Extended Quantity	Cost	Ext. Price
Job: 15079 2791 Highview				
Rev 2.0 - March 26, 2019				
Includes costs to date.				
Level of finish assumed to match the existing house's condintion prior to water damage.				
Bid Item: 100 General Conditions				
Supervisor	Hr	693.00	70	48,510.00
Consumable Allowance	Allowance	1.00	4600	4,600.00
Waste Disposal	Allowance	4.00	1200	4,800.00
Final Cleaning	Estimate	1.00	3000	3,000.00
Multivista	Quote	1.00	1700	1,700.00
Rental Allowance	Allowance	1.00	500	500.00
Project Management	Allowance	1.00	5999.99925	6,000.00
Construction Blueprints	Allowance	1.00	257	257.00
Envelope Engineer Assessment	Budget	1.00	7000	7,000.00
Structural Engineer Assessment	Budget	1.00	2500	2,500.00
Contingency	Allowance	1.00	40000	40,000.00
Permit Fees	Allowance	1.00	7500	7,500.00
			Bid Item Totals:	**126,367.00**
Bid Item: 200 Site Work				
Site Protection	Hr	99.00	70	6,930.00
Selective Demolition	Hr	261.00	70	18,270.00
Selective Demolition - Specialized	Hr	1.00	13000	13,000.00
Specialized fungal remediation costs.				

Description	Unit	Extended Quantity	Cost	Ext. Price
Hazardous Material Assessment	Allowance	1.00	2100	2,100.00
Power Wash Driveway and Patios	Hr	8.00	62.4995	500.00
Remove Cabinetry and Guards	Hr	72.00	62.4995	4,499.96
			Bid Item Totals:	**45,299.96**
Bid Item: 600 Woods				
Framing Repair	Hr	540.00	60.0005	32,400.27
Framing as directed by envelope and structural enginering professionals. Inclues replcement of bottom sills, door headers, structural posts, framing hardware modifications, added bridging and other items noted in the engineering reports.				
Interior Finish Carpentry	Hr	180.00	62.4995	11,249.91
Material Allowance	Allowance	1.00	10000	10,000.00
Soffit Reinstallation	Hr	36.00	35.714	1,285.70
Deck Rebuild	Hr	90.00	62.4995	5,624.96
			Bid Item Totals:	**60,560.84**
Bid Item: 700 Thermal and Moisture Protection				
Insulation	Allowance	1.00	2000	2,000.00
Siding Materials	Allowance	1.00	500	500.00
Siding Installation	Hr	90.00	35.714	3,214.26
Decking Pavers	Allowance	250.00	8	2,000.00
Sheet Metal Flashing	Allowance	1.00	1500	1,500.00
Torch-on	Allowance	250.00	12	3,000.00
			Bid Item Totals:	**12,214.26**
Bid Item: 800 Openings				
Glass Guard Installation	Estimate	1.00	5000	5,000.00
Installation is assumed that existing posts will remain throughout the renovation. Additional costs will be incurred should the posts need to be removed.				
Sliding Door Remove and Reinstallation and Detailing	Hr	27.00	52.5	1,417.50
			Bid Item Totals:	**6,417.50**

Description		Unit	Extended Quantity	Cost	Ext. Price
Bid Item: 900 Finishes					
Drywall Installation		Estimate	1.00	20000	20,000.00
Hardwood Flooring Installation		Estimate	1.00	55000	55,000.00
Interior Painting		Estimate	1.00	42500	42,500.00
Vinyl Flooring Replacement		Estimate	375.00	6	2,250.00
	In basement mechanical room.				
Carpet Replacement		Estimate	325.00	8	2,600.00
	In upper floor bedroom.				
				Bid Item Totals:	**122,350.00**
Bid Item: 1100 Equipment					
Appliance Installation			1.00	1500	1,500.00
				Bid Item Totals:	**1,500.00**
Bid Item: 1200 Furnishings					
Cabinetry Re-build		Estimate	1.00	30000	30,000.00
Countertop Installation		Estimate	1.00	3000	3,000.00
				Bid Item Totals:	**33,000.00**
Bid Item: 1300 Special Construction					
Elevator Assessment and Maintenance			1.00	2730	2,730.00
				Bid Item Totals:	**2,730.00**
Bid Item: 2200 Plumbing					
Plumbing Finishing		Allowance	1.00	2500	2,500.00
Storm Drainage		Allowance	1.00	750	750.00
	Adjusting the storm drainage to to run through the deck as per envelope engineering requirements.				
				Bid Item Totals:	**3,250.00**

Description	Unit	Extended Quantity	Cost	Ext. Price
Bid Item: 2300 HVAC				
Forced Air Repair Additional maintenance may be required.		1.00	665.54	665.54
			Bid Item Totals:	**665.54**
Bid Item: 2600 Electrical				
Electrical Finish and Panel Replacement		1.00	4500	4,500.00
			Bid Item Totals:	**4,500.00**
Bid Item: 2800 Electronic Safety and Security				
Alarm Assessment and Panel Replacement	Allowance	1.00	1500	1,500.00
			Bid Item Totals:	**1,500.00**
			Subtotal:	**$420,355.10**
			Markup: 20.00	**$84,071.02**
			Total:	**$504,426.12**

Appendix E

CONTRACT OF PURCHASE AND SALE
INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:

   (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.

   (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.

   (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.

   (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

   Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

   While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.

5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller	Costs to be Borne by the Buyer	
Lawyer or Notary Fees and Expenses:	Lawyer or Notary Fees and Expenses:	- appraisal (if applicable)
- attending to execution documents.	- searching title,	- Land Title Registration fees.
Costs of clearing title, including:- investigating title,	- drafting documents.	Fire Insurance Premium.
- discharge fees charged by encumbrance holders,	Land Title Registration fees.	Sales Tax (if applicable).
- prepayment penalties.	Survey Certificate (if required).	Property Transfer Tax.
Real Estate Commission (plus GST).	Costs of Mortgage, including:	Goods and Services Tax (if applicable).
Goods and Services Tax (if applicable).	- mortgage company's Lawyer/Notary.	

   In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.

8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.

9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

   Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.

11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.

12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.

ROYAL PACIFIC REALTY

BCrea

THE CANADIAN BAR ASSOCIATION British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal Pacific Lions Gate Realty Ltd. DATE: September 23, 2019

ADDRESS: #202 - 1555 Marine Drive West Vancouver PC: V7V 1H9 PHONE: 604-416-8888

PREPARED BY: Sabrina GUO PREC* MLS® NO: R2406484

SELLER: c/o Ernst & Young Inc.	BUYER: Yong Ge ZHAI
SELLER:	BUYER: Yang SHAO
ADDRESS: 2791 Highview Place	ADDRESS: c/o Royal Pacific Lions Gate Realty Ltd.
West Vancouver BC	
PC: V7S 0A4	PC: V7V 1H9
PHONE:	PHONE:
	OCCUPATION:

PROPERTY:

2791 Highview Place

UNIT NO. ADDRESS OF PROPERTY

West Vancouver BC V7S 0A4

CITY/TOWN/MUNICIPALITY POSTAL CODE

028-278-038

PID OTHER PID(S)

LOT 16, PLAN BCP45164, DISTRICT LOT 793, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & DL 816

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be Five Million Two Hundred Sixty Thousand DOLLARS $ 5,260,000 (Purchase Price)

2. **DEPOSIT:** A deposit of $ 1,000,000 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: Deposit to be paid by way of bank draft within one business day upon offer acceptance

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Royal Pacific Lions Gate Realty Ltd. (In Trust) and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

INITIALS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

The Buyer has instructed the Agent to prepare the NO SUBJECTS offer and has consulted professional legal advice prior to execute this Contract of Purchase and Sale. The Buyer will accept and be responsible for all the terms and conditions once the Contract become firmed.

FINANCING
* The Buyer has waived the right to a "subject to financing" clause and is aware that their financial institution has not appraised the property and understand the possible ramifications of not including a "subject to financing" clause.

* Seller will allow bank appraiser access on reasonable notice prior to Completion.

INSPECTION
* The Buyer waived the right to a professional inspection on the property and accepted the property "as is, where is" thereby relinquishing any claims of liability and responsibility against the Seller(s), the Seller(s)'s Representatives and the Buyer's Representatives or the Sellers' or the Buyers' Brokerages.

TITLE SEARCH
* The Buyer has received, approved and accepted the Title Search, and the attached copy of the title search result will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

PROPERTY DISCLOSURE STATEMENT
* There is no Property Disclosure Statement (PDS) provided by the Seller's Representative as the property is sold "as is, where is" basis.

LEGAL ADVICE
* Both the Buyer and Seller acknowledge that the Brokerages providing agency services to the Buyer and Seller do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry. The parties have been advised to seek independent legal advice prior to executing this Contract of Purchase and Sale.

* Notwithstanding any other representation, the Buyer is aware that the square footage, lot size, and room sizes as advertised are approximate and not guaranteed, and the Buyers are satisfied with the same as advertised.

NO GROWTH OR MANUFACTURE OF ILLEGAL SUBSTANCES
* The Seller represents and warrants that, during the time the Seller has owned the property, the property and the buildings and structures thereon have not been used for the growth of marijuana or manufacture of any illegal substances. This warranty shall survive and not merge on the completion of this transaction. Further, the Seller represents that, to the best of the Seller's knowledge and belief, the property and the buildings and structures thereon have never been used for the growth of marijuana or manufacture of illegal substances.

BC SPECULATION AND VACANCY TAX AND EMPTY HOME TAX
* Further to Clause 6 "Adjustments" and Clause 15 "Costs", the Buyer and Seller agree that if the property is located in a city or municipality that assesses a Speculation & Vacancy Tax (SVT) and an Empty Home Tax (EHT), such taxes will be the liability and obligation of the Seller to pay. The amount of the tax owing will be adjusted on the Statement of Adjustments by the Buyer's lawyer or notary. The Seller will provide a true copy of their most recent "Declaration for an Exemption" for SVT and "Property Status Declaration" for EHT, other evidence as required, including a statutory declaration required by the Buyer's lawyer or notary.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

INITIALS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

GOODS AND SERVICES TAX (GST)
The purchase price in this Contract includes all applicable GST. All applicable GST, if any, will be the liability and obligation of the Seller to pay. The amount of the tax owing will be adjusted on the Statement of Adjustment by the Buyer's lawyer or notary. The Seller will provide a true copy of evidence as required.

* The parties acknowledge and agree that the parties have been advised to seek independent legal advice regarding the Speculation & Vacancy Tax (SVT), Empty Home Tax (EHT), Goods and Services Tax (GST) and the applicable taxes.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

INITIALS

4. **COMPLETION:** The sale will be completed on ______________________, yr. ________ (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at ______________ m. on ______________, yr.________ (Possession Date) OR, subject to the following existing tenancies, if any:
____

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of ______________, yr. ________ (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

   Air Conditioning, ClthWsh/Dryr/Frdg/Stve/DW, Fireplace Insert, Garage Door Opener, Security System, Vacuum - Built In

   BUT EXCLUDING: ______________________________

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on September 21 yr. 2019

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

INITIALS

11B. GST CERTIFICATE: If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("**GST**"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. TIME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act,* on account of damages, without prejudice to the Seller's other remedies.

13. BUYER FINANCING: If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. CLEARING TITLE: If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. COSTS: The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. RISK: All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. PLURAL: In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

18. REPRESENTATIONS AND WARRANTIES: There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. PERSONAL INFORMATION: The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

A. for all purposes consistent with the transaction contemplated herein:

B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

INITIALS

C. for enforcing codes of professional conduct and ethics for members of real estate boards; and

D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent.*

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Seller has an agency relationship with

Sophia ZHOU PREC*/ Leo ZHENG PREC* *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to Pacific Evergreen Realty Ltd. *(Brokerage)*.

INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Buyer has an agency relationship with

Sabrina GUO PREC* *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to Royal Pacific Lions Gate Realty Ltd. *(Brokerage)*.

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled *"Disclosure of Risks Associated with Dual Agency"* and hereby confirm that they each consent to a dual agency relationship with

____________________ *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to ____________________ *(Brokerage)*,

having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated __________.

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form *"Disclosure of Risks to Unrepresented Parties"* from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form *"Disclosure of Risks to Unrepresented Parties"* from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

INITIALS

22. **ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:
    A. fulfill or waive the terms and conditions herein contained; and/or
    B. exercise any option(s) herein contained.

23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

24. **OFFER:** This offer, or counter-offer, will be open for acceptance until 9:00 o'clock p. m. on September 23, yr. 2019 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X WITNESS	 BUYER	SEAL Yong Ge ZHAI PRINT NAME
X WITNESS	 BUYER	SEAL Yang SHAO PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

Yes [ ][ ] INITIALS No [ ][ ] INITIALS

25. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated ______________________, yr.____________

The Seller declares their residency:

RESIDENT OF CANADA [ ][ ] INITIALS NON-RESIDENT OF CANADA [ ][ ] INITIALS as defined under the *Income Tax Act*.

X WITNESS	 SELLER	SEAL c/o Ernst & Young Inc. PRINT NAME
X WITNESS	 SELLER	SEAL PRINT NAME

*PREC represents Personal Real Estate Corporation

Appendix F

DocuSign Envelope ID: B67E87EE-727A-4735-B8F1-9895327A2593

CONTRACT OF PURCHASE AND SALE
INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:

   (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.

   (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.

   (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.

   (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

   Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

   While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act.*

5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

   Costs to be Borne by the Seller
   Lawyer or Notary Fees and Expenses:
   - attending to execution documents.
   Costs of clearing title, including:- investigating title,
   - discharge fees charged by encumbrance holders,
   - prepayment penalties.
   Real Estate Commission (plus GST).
   Goods and Services Tax (if applicable).

   Costs to be Borne by the Buyer
   Lawyer or Notary Fees and Expenses:
   - searching title,
   - drafting documents.
   Land Title Registration fees.
   Survey Certificate (if required).
   Costs of Mortgage, including:
   - mortgage company's Lawyer/Notary.
   - appraisal (if applicable)
   - Land Title Registration fees.
   Fire Insurance Premium.
   Sales Tax (if applicable).
   Property Transfer Tax.
   Goods and Services Tax (if applicable).

   DS

   In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.

8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.

9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

   Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.

11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.

12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.

ROYAL PACIFIC REALTY

BCrea British Columbia Real Estate Association

THE CANADIAN BAR ASSOCIATION British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal Pacific Lions Gate Realty Ltd. DATE: September 24, 2019

ADDRESS: #202 - 1555 Marine Drive West Vancouver PC: V7V 1H9 PHONE: 604-416-8888

PREPARED BY: Sabrina GUO PREC* MLS® NO: R2406484

SELLER: c/o Ernst & Young Inc.	BUYER: Yong Ge ZHAI
SELLER:	BUYER: Yang SHAO
ADDRESS: 2791 Highview Place	ADDRESS: c/o Royal Pacific Lions Gate Realty Ltd.
West Vancouver BC	
PC: V7S 0A4	PC: V7V 1H9
PHONE:	PHONE:
	OCCUPATION:

PROPERTY:

2791 Highview Place

UNIT NO. ADDRESS OF PROPERTY

West Vancouver BC V7S 0A4

CITY/TOWN/MUNICIPALITY POSTAL CODE

028-278-038

PID OTHER PID(S)

LOT 16, PLAN BCP45164, DISTRICT LOT 793, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & DL 816

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be Five Million Two Hundred Sixty Thousand DOLLARS $ 5,260,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of $ 1,000,000 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: Deposit to be paid by way of bank draft within one business day upon offer acceptance

   All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Royal Pacific Lions Gate Realty Ltd. (In Trust) and held in trust in accordance with the provisions of the *Real Estate Services Act.* In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

INITIALS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

The Buyer has instructed the Agent to prepare the NO SUBJECTS offer and has consulted professional legal advice prior to execute this Contract of Purchase and Sale. The Buyer will accept and be responsible for all the terms and conditions once the Contract become firmed.

FINANCING
* The Buyer has waived the right to a "subject to financing" clause and is aware that their financial institution has not appraised the property and understand the possible ramifications of not including a "subject to financing" clause.

* Seller will allow bank appraiser access on reasonable notice prior to Completion.

INSPECTION
* The Buyer waived the right to a professional inspection on the property and accepted the property "as is, where is" thereby relinquishing any claims of liability and responsibility against the Seller(s), the Seller(s)'s Representatives and the Buyer's Representatives or the Sellers' or the Buyers' Brokerages.

TITLE SEARCH
* The Buyer has received, approved and accepted the Title Search, and the attached copy of the title search result will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

PROPERTY DISCLOSURE STATEMENT
* There is no Property Disclosure Statement (PDS) provided by the Seller's Representative as the property is sold "as is, where is" basis.

LEGAL ADVICE
* Both the Buyer and Seller acknowledge that the Brokerages providing agency services to the Buyer and Seller do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry. The parties have been advised to seek independent legal advice prior to executing this Contract of Purchase and Sale.

* Notwithstanding any other representation, the Buyer is aware that the square footage, lot size, and room sizes as advertised are approximate and not guaranteed, and the Buyers are satisfied with the same as advertised.

BC SPECULATION AND VACANCY TAX AND EMPTY HOME TAX
* Further to Clause 6 "Adjustments" and Clause 15 "Costs", the Buyer and Seller agree that if the property is located in a city or municipality that assesses a Speculation & Vacancy Tax (SVT) and an Empty Home Tax (EHT), such taxes will be the liability and obligation of the Seller to pay. The amount of the tax owing will be adjusted on the Statement of Adjustments by the Buyer's lawyer or notary. The Seller will provide a true copy of their most recent "Declaration for an Exemption" for SVT and "Property Status Declaration" for EHT, other evidence as required, including a statutory declaration required by the Buyer's lawyer or notary.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

INITIALS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

GOODS AND SERVICES TAX (GST)
The purchase price in this Contract includes all applicable GST. All applicable GST, if any, will be the liability and obligation of the Seller to pay. The amount of the tax owing will be adjusted on the Statement of Adjustment by the Buyer's lawyer or notary. The Seller will provide a true copy of evidence as required.

* The parties acknowledge and agree that the parties have been advised to seek independent legal advice regarding the Speculation & Vacancy Tax (SVT), Empty Home Tax (EHT), Goods and Services Tax (GST) and the applicable taxes.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

INITIALS

4. **COMPLETION:** The sale will be completed on 5 days following the granting of a Vesting Order by the Court in the Action, yr. ______ (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 5 days following the granting of a Vesting Order by the Court in the Action m. on ______, yr.______ (Possession Date) OR, subject to the following existing tenancies, if any:

______

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of 5 days following the granting of a Vesting Order by the Court in the Action, yr. ______ (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

   Air Conditioning, ClthWsh/Dryr/Frdg/Stve/DW, Fireplace Insert, Garage Door Opener, Security System, Vacuum - Built In

   BUT EXCLUDING: ______

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on September 21 yr. 2019

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

INITIALS

11B. GST CERTIFICATE: If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("**GST**"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. TIME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act,* on account of damages, without prejudice to the Seller's other remedies.

13. BUYER FINANCING: If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. CLEARING TITLE: If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. COSTS: The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. RISK: All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. PLURAL: In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

18. REPRESENTATIONS AND WARRANTIES: There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. PERSONAL INFORMATION: The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

A. for all purposes consistent with the transaction contemplated herein:

B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

INITIALS

C. for enforcing codes of professional conduct and ethics for members of real estate boards; and

D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent.*

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Seller has an agency relationship with

Sophia ZHOU PREC*/ Leo ZHENG PREC* *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to Pacific Evergreen Realty Ltd. *(Brokerage).*

DS INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled *"Disclosure of Representation in Trading Services"* and hereby confirms that the Buyer has an agency relationship with

Sabrina GUO PREC* *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to Royal Pacific Lions Gate Realty Ltd. *(Brokerage).*

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled *"Disclosure of Risks Associated with Dual Agency"* and hereby confirm that they each consent to a dual agency relationship with

____________________ *(Designated Agent(s)/Licensee(s))*

who is/are licensed in relation to ____________________ *(Brokerage),*

having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated ____________.

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form *"Disclosure of Risks to Unrepresented Parties"* from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form *"Disclosure of Risks to Unrepresented Parties"* from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

DS INITIALS

22. **ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:
    A. fulfill or waive the terms and conditions herein contained; and/or
    B. exercise any option(s) herein contained.

23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

24. **OFFER:** This offer, or counter-offer, will be open for acceptance until 9:00 o'clock p. m. on September 25, yr. 2019 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X WITNESS	DocuSigned by: BUYER	SEAL Yong Ge ZHAI PRINT NAME
X WITNESS	BUYER	SEAL Yang SHAO PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

Yes ☐☐ INITIALS No ☐☐ INITIALS

25. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated September 24, yr. 2019

The Seller declares their residency:

RESIDENT OF CANADA ☐☐ INITIALS NON-RESIDENT OF CANADA ☐☐ INITIALS as defined under the *Income Tax Act*.

X WITNESS	SELLER	SEAL c/o Ernst & Young Inc. PRINT NAME
X WITNESS	SELLER	SEAL PRINT NAME

*PREC represents Personal Real Estate Corporation

SCHEDULE "A"

This Schedule "A" is incorporated into and forms part of the Contract of Purchase and Sale between Ernst & Young Inc. in its capacity as receiver-manager of PE Consulting Inc., and Yong Ge Zhai / Yang Shao dated September 24, 2019.

1. **Seller.** All references to the Seller in this Contract will be read as references to Ernst & Young Inc., solely in its capacity as Receiver-Manager of PE Consulting Inc., and not in its personal capacity. The Buyer acknowledges that title to the Property is registered in the name of PE Consulting Inc. and title will be transferred directly to the Buyer by court order (the "Vesting Order").

2. ***Excise Tax Act*.** The Buyer acknowledges and agrees that the Purchase Price does not include goods and services tax ("GST") payable under the *Excise Tax Act* (Canada). The Buyer will pay to the Seller on the Completion Date concurrently with the Purchase Price, the total GST payable, if any, in respect of the purchase of the Property.

3. **Acknowledgement by Buyer.** The Buyer acknowledges and agrees that the Property is being purchased by the Buyer on an "as is" basis and the Seller has given no representations or warranties with respect to the Property or the Buyer's intended uses thereof, and for greater certainty, the Buyer has not and is not required to provide a Property Disclosure Statement in relation to the Property.

4. **Vesting Order.** On the Completion Date, the Seller will transfer the fee simple interest in the Property to the Buyer by way of a Vesting Order. The Vesting Order will describe the Buyer exactly as the Buyer's name appears on the first page of this Contract.

5. **Court Approval.** Until this Contract is approved by the Supreme Court of British Columbia in Bankruptcy and Insolvency (the "Court") in Action No. B-180368 (the "Action"), the Seller's obligations in connection with the Contract are limited to considering it and, if accepted by the Seller, putting the Contract before the Court for approval. Thereafter, the Buyer acknowledges that the Seller is subject to the jurisdiction and discretion of the Court to entertain other offers and any further orders the Court may make regarding the Property. Given the Seller's position as Receiver-Manager in the Action, the Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no assurance or undertaking to advocate the approval of the Contract by the Court. If the Court vacates, sets aside or varies an order approving the Contract for any reason whatsoever, then the Seller will not be liable to the Buyer or any other person in any way whatsoever, in connection therewith.

6. **Seller's Conditions.**

   (a) This Contract may be terminated at any time before the Court makes an order approving the Contract if the Seller determines it is inadvisable to present the Contract to the Court, and the Seller will thereafter have no further obligations or any liability to the Buyer under the Contract. This condition is for the sole benefit of the Seller.

   (b) This Contract may be terminated at any time prior to the Completion Date if any order of the Court or other court of competent jurisdiction renders the completion impossible or inadvisable, and the Seller will thereafter have no further obligations or any liability to the Buyer under the Contract. This condition is for the sole benefit of the Seller.

DS

7. **No Personal Liability**. The Buyer acknowledges that the Seller is acting only in its representative capacity as Receiver-Manager of PE Consulting Inc. and that the Seller will have no liability under or as a result of entering into or carrying out the transaction under this Contract except in that capacity.

8. **Inconsistency**. In the event of any inconsistency between the Contract of Purchase and Sale and this Schedule "A", the provisions of this Schedule "A" will govern.

DS

HP

Appendix G

SCHEDULE B

RECEIVER CERTIFICATE

CERTIFICATE NO. 01

AMOUNT $ 400,000.00

1. THIS IS TO CERTIFY that Ernst & Young Inc., the Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of PE Consulting Ltd. (the "Company") acquired for or used in relation to a business carried on by the Company, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia in Bankruptcy and Insolvency (the "**Court**") dated the 10th day of December 2018 (the "**Order**") made in SCBC Action No. B-180368/Estate No. 11-2375063 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $400,000.00, being part of the total principal sum of $400,000.00 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 14th day of each month after the date hereof at a ~~notional~~ rate per annum equal to the rate of 2.2 per cent. ~~above the prime commercial lending rate of ________ 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 700 West Georgia Street, Suite 2300 Vancouver, B.C. V7Y 1C7.

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 14th day of January, 2019.

ERNST & YOUNG INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name: HOLLY PALMER, CIRP, LIT

Title: TRUSTEE, RECEIVER

Appendix H

Receivership of PE Consulting Ltd. **APPENDIX F**

Statement of Receipts and Disbursements
For the period from December 10, 2018 to October 1, 2019

Cash Receipts		
Borrowings Under Receiver's Certificate		399,409
Interest		3,166
Refund of Insurance on Highview Property		3,288
Refund of Insurance on BMW		1,020
Sale of Vehicle - BMW		32,484
Total Cash Receipts	**$**	**439,367**
Cash Disbursements		
Bank Charges		69
Construction/Remediation Costs		283,248
General and administration		457
GST paid on disbursements		11,667
GST paid on legal fees		278
GST paid on receiver fees		2,046
Insurance		10,420
Legal fees		5,559
Property tax		55,616
PST paid on legal fees		389
Receiver fees		40,914
Staging/Interior Design		12,050
Utilities		4,233
Total Cash Disbursements	**$**	**426,946**
Total Remaining Cash on Hand	**$**	**12,421**

Appendix I

Ernst & Young Inc.
Toronto, ON

Invoice

PE Consulting Ltd.
5811 Cooney Road
Suite 500 - North Tower
Richmond, BC V6X 3M1
Canada

Invoice No.: CA12C500003835
Please include this number with payment

Invoice Date:	04 June 2019
Due Date:	Upon receipt
Client No.:	0011946988
Engagement No.:	E-65281384

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

Re: PE Consulting Ltd.

For professional services rendered from September 28, 2018 to May 31, 2019

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		40,914.00	GST	5 %	2,045.70	42,959.70
Expenses		101.58	GST	5 %	5.08	106.66
		41,015.58			**2,050.78**	**43,066.36**
Invoice summary		**41,015.58**				
Tax :	5% GST				2,050.78	
Total:		**41,015.58**			**2,050.78**	**43,066.36**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

EY

PE Consulting Ltd.

Billing Details for September 28, 2019 to May 31, 2019
Invoice #CA12C500003835 dated 04 June 2019

Billing Analysis

Client Reference: **E-65281384**

Staff Name		Hours	Billing Rate	Amount
Michelle Grant	Senior Vice President	19.10	$625	$11,937.50
Holly Palmer	Vice President	24.80	$475	$11,780.00
Jason Eckford	Senior	46.70	$295	$13,776.50
Marcos Souza	Paraprofessional	17.10	$200	$3,420.00
		107.70		**$40,914.00**
Expenses				
See attached				**$101.58**
SUBTOTAL				**$41,015.58**
Add: GST (@ 5%)				$ 2,050.78
TOTAL				**$43,066.36**

EY

PE Consulting Ltd.
Time Details for September 28, 2019 to May 31, 2019
Invoice #CA12C500003835 dated 04 June 2019

Person	Date	Hours	Description
Michelle Grant	28-Sep-18	0.40	PE consulting - e-mails with Miller Thomson
Michelle Grant	11-Oct-18	0.80	PE consulting - reviewing draft order and providing feedback to counsel.
Michelle Grant	19-Oct-18	0.60	E-mail to Mary. Disc. with Lance re: PE Consulting Receivership order.
Michelle Grant	23-Nov-18	1.30	PE consulting receivership matters, disc. with Lance. Computer imaging matters. Letter to Citi
Michelle Grant	11-Dec-18	0.60	PE Consulting, follow-up with Gary re: handover. disc. With team re: next steps. Disc. With legal counsel
Michelle Grant	12-Dec-18	0.60	PE Consulting, e-mail from Matthew Metz, coordinate with Gary
Michelle Grant	13-Dec-18	1.30	KB Sundry - PE consulting handover and discussions with staff re: next steps and to-do list
Michelle Grant	14-Dec-18	0.90	PE consulting call with insurance company, reviewing policy. Disc. With Jason re: handover. Call with Matthew Metz re: realtor
Michelle Grant	17-Dec-18	1.10	PE consulting - call with Sophia Zhou. Disc. with Jason re: visiting the house, repairing the leaky pipe, sourcing a borrower for the receiver's charge. E-mail to insurer re: paying for the policy and updating the policy information.
Michelle Grant	18-Dec-18	0.20	insurance follow-up
Michelle Grant	20-Dec-18	1.40	Various disc's with Jason. Call with Sophia Zhou. Call with Michael Upward. Reviewing Upward Construction website, testimonials, feedback etc. Follow-up with S&S insurance
Michelle Grant	21-Dec-18	3.70	Various correspondence with contractor at site re: immediate actions. Update to Fred Diamondstone. Various corr. with Jason. Call to Snap Financial and follow-up with S&S insurance. E-mails to G. Powroznik. Reviewing corr. from Fred. Call with Jason.
Michelle Grant	2-Jan-19	0.60	PE consulting – reviewing engineer report, reviewing update from staff on property, e-mail with potential contractor to set-up meeting, insurance matters
Michelle Grant	3-Jan-19	1.30	PE Consulting – insurance matters, meeting with potential contractor, reviewing environmental report
Michelle Grant	4-Jan-19	0.70	PE Consulting – insurance matters
Michelle Grant	7-Jan-19	0.60	various corr with Upward construction and team
Michelle Grant	8-Jan-19	0.60	follow-up with Upward construction, various corr. With insurance broker
Michelle Grant	9-Jan-19	0.80	meeting with Upward Construction
Michelle Grant	10-Jan-19	0.90	follow-up re: insurance. Various corr. With Michael Upward
Michelle Grant	25-Jan-19	0.30	Reviewing report on Highview place
Michelle Grant	29-Jan-19	0.40	Reviewing action list and providing comments.
Michelle Grant		**19.10**	
Holly Palmer	9-Jan-19	0.50	Update and review of documents on receivership with JE, review of emailsfor handover, meeting with Micahel Upward re construction.
Holly Palmer	10-Jan-19	0.20	Update and review of documents on receivership with JE, review of emailsand construction documents re house.
Holly Palmer	11-Jan-19	0.30	Update and review of documents on receivership with JE, review of emailsand construction documents re house.
Holly Palmer	14-Jan-19	0.80	Emails with MB re receivers charge, discussion with LW re charge, transfer money from Yang to PE
Holly Palmer	15-Jan-19	1.10	Chase Amrit on insurance quote and phone calls with hi, review of insurance documents

Person	Date	Hours	Description
Holly Palmer	16-Jan-19	0.80	Discussion with Evan and Gary Powroznik re Telus bill for landline at High view. Setting up new landline with JE/MS, discuss genesis security requirements
Holly Palmer	17-Jan-19	0.80	Emails with Upward re progress and review house renovation reports, emails with Inspector re same.
Holly Palmer	18-Jan-19	0.80	Chase Amrit on insurance quote and phone calls with him
Holly Palmer	21-Jan-19	1.40	Review insurance and email to MG, review quote for phoneline, organize attendance at Highview
Holly Palmer	22-Jan-19	0.30	Emails re highview update and attendance at highview re insurance,
Holly Palmer	29-Jan-19	0.10	Email with Inspector re high view multivista.
Holly Palmer	30-Jan-19	0.40	Email re alternative insurance coverage, attend to security issues, update from Winston and respond, email re insurance.
Holly Palmer	7-Feb-19	0.30	Email re house insurance, emails re sale of BMW and storage insurance,
Holly Palmer	8-Feb-19	0.80	Updates and calls with Upward re Highview, review insurance policy.
Holly Palmer	19-Feb-19	0.50	Phonecall with Upward re status and billing and draft and send update to Inspector
Holly Palmer	25-Feb-19	0.30	Update call with Upward re additional work to be performed in Highview and invoicing, review of additional permitting costs
Holly Palmer	27-Feb-19	1.00	Review final upward invoice and instructions to pay to Marcos.
Holly Palmer	4-Mar-19	0.30	Review of builder trend website and emails with Upward re Inspector access,
Holly Palmer	5-Mar-19	0.80	Review of Winston's update email and respond with queries
Holly Palmer	6-Mar-19	0.50	Email correspondence with Winston re house issue, review of BuilderTrend
Holly Palmer	7-Mar-19	0.10	Organizing attendance at West Van property for review of progress with Upward
Holly Palmer	8-Mar-19	0.10	Email with Upward regarding invoice and correspondence with Matthew re review,
Holly Palmer	11-Mar-19	0.40	Organize meeting for Wednesday for West Van property, review invoice, budget, and status reports in preparation
Holly Palmer	12-Mar-19	0.20	Call with Lance re RRSP/B&R court hearing today and reply to MG re attendance,
Holly Palmer	13-Mar-19	2.40	Attended West Van property with Upward and estate agent to discuss progress on restoration, timing, and updated budget, review agenda for twelth inspector meeting and respond to MG, review correspondence with Inspector for meeting prep.
Holly Palmer	28-Mar-19	0.60	Review of budget bridge for Highview property and draft email to Inspector re approval, phone call with Upward re new budget and continuing work.
Holly Palmer	1-Apr-19	1.50	Emails to Fred re Highview property, review of budget bridge from Upward and email to Upward re variances.
Holly Palmer	2-Apr-19	0.50	Email to FD re construction analysis,
Holly Palmer	4-Apr-19	0.90	Cooresp with Upward re construction, call with Leo, review of invoices, review of budgets, review of options analysis.
Holly Palmer	5-Apr-19	0.80	Call with Upward and email to Winston and Inspector re construction timing next t week and sending options analysis with explanation.
Holly Palmer	8-Apr-19	0.30	Instructions to Leo re house visits, call with Upward re house visits and construction status,review of Inspector email and reply,
Holly Palmer	9-Apr-19	1.10	Call with Inspector re house construction options, update options and call with Leo.
Holly Palmer	10-Apr-19	0.20	Email with Upward re Inspectors comments on construction
Holly Palmer	11-Apr-19	0.60	Review latest insurance policy with JE and email to Amrit.
Holly Palmer	12-Apr-19	0.20	Review upward invoices,
Holly Palmer	15-Apr-19	0.20	Emails with Upward and Matthew Metz re visit of Highview property
Holly Palmer	17-Apr-19	0.50	Email to Metz re attending highview property and coordinate with JE, email to Amrit and JE re insurance, review of reporting and discuss with JE.

Person	Date	Hours	Description
Holly Palmer	18-Apr-19	0.50	Meeting with Matthew Metz re West Van property, email to Amrit re insurance, phone call with Michael Upward
Holly Palmer	22-Apr-19	0.20	Review Amrit email re insurance
Holly Palmer	24-Apr-19	0.20	Email to Metz/Fred re continuing highview work and email to Upward re same, review email from Winston,
Holly Palmer	3-May-19	0.20	Review email from Amrit re insurance and email from Winston re progress
Holly Palmer	8-May-19	0.30	Call with LW and email regarding Gforce accounts
Holly Palmer	10-May-19	0.10	Review highview update
Holly Palmer	13-May-19	0.30	Review upward invoices
Holly Palmer	15-May-19	0.40	Call with Gary P re fees and update to LW, review of Gary's fees and discussion with LW.
Holly Palmer		**24.80**	
Jason Eckford	13-Dec-18	0.90	Handover meeting with G-Force group
Jason Eckford	13-Dec-18	2.80	Driving to 2791 Highview Place, handover of keys with Evan Powroznik, inspection of property / water damage incurred
Jason Eckford	14-Dec-18	0.70	Meeting with realtor Sophia Zhu; handover of keys; discussion of key aspects of property
Jason Eckford	17-Dec-18	2.20	Driving to 2791 Highview place to check on property for insurance requirements
Jason Eckford	21-Dec-18	2.20	2791 Highview Place: meeting with the envelope engineer, meeting with the environmental engineer; obtaining copies of keys; key lock box; inspecting property.
Jason Eckford	21-Dec-18	2.70	Driving to 2791 Highview Place to meet Michael Upward of Upward Construction and his team to perform a temporary fix to the drainage issue
Jason Eckford	1-Jan-19	1.40	Visiting 2791 Highview Place in accordance with insurance agreement.
Jason Eckford	3-Jan-19	0.60	Meeting with Michael Upward re 2791 Highview Place repairs
Jason Eckford	4-Jan-19	0.60	2791 Highview: AON Insurance questionnaire completion; reviewing relevant documents to obtain insurance
Jason Eckford	4-Jan-19	1.40	Visiting 2791 Highview Place in accordance with insurance agreement.
Jason Eckford	5-Jan-19	0.90	Attending 2791 Highview Place in accordance with insurance policy
Jason Eckford	7-Jan-19	0.40	Reference checks for Upward Construction
Jason Eckford	7-Jan-19	0.40	correspondence with Upward Construction and Construction photography. Review of construction photography documenting water damage
Jason Eckford	8-Jan-19	1.40	Driving to 2791 Highview Place to visit property in accordance with insurance policy.
Jason Eckford	8-Jan-19	0.10	Email correspondence with Evan Powroznik
Jason Eckford	9-Jan-19	0.60	Meeting with Michael Upward and Upward Construction
Jason Eckford	10-Jan-19	0.70	Review of insurance quotes, phonecall with S&S Insurance to obtain updated quotes
Jason Eckford	11-Jan-19	0.30	Email correspondence with Upward Construction
Jason Eckford	14-Jan-19	0.70	Preparing Receiver Certificate; preparing documents for transfer of funds; payment of retainer
Jason Eckford	14-Jan-19	0.20	Email correspondence with S&S insurance regarding updated policy for 2791 highview place
Jason Eckford	14-Jan-19	0.30	Determining requirements to transfer funds into PE Consulting, phone call with Lance Williams
Jason Eckford	15-Jan-19	0.20	Email correspondence with S&S insurance regarding updated policy for 2791 highview place
Jason Eckford	15-Jan-19	0.30	Review of email from Evan Powroznik; review of Fortis and Telus bill; authorizing payment of Fortis bill
Jason Eckford	29-Jan-19	2.70	Round trip driving to 2791 Highview Place; meeting with Matej of Upward Construction; meeting Telus for installation of landline required for alarm system connectivity.

Person	Date	Hours	Description
Jason Eckford	5-Feb-19	0.40	Correspondence with prior trustee, repo.com and bailiffs regarding the insurance of the BMW X5 for sale
Jason Eckford	6-Feb-19	1.20	Review of PE Consulting financial compiled by the prior trustee; investigation for funds from Mary Yang to PE Consulting to determine if funding was for the purchase of the BMW
Jason Eckford	7-Feb-19	1.40	Correspondence with bailiff and meeting with insurance broker regarding existing insurance on BMW X5, cancellation and creation of a new policy
Jason Eckford	7-Feb-19	2.20	Insurance policy for 2791 Highview place: Correspondence with Insurance broker, review of Binder and Insurance Policy, identifying variances and required changes to the policy.
Jason Eckford	8-Feb-19	0.30	Meeting with G-Force to retrieve garage access remote
Jason Eckford	14-Feb-19	0.20	Correspondence with S&S Insurance re insurance policy
Jason Eckford	14-Feb-19	0.40	Meeting with ICBC broker to cancel BMW Insurance and obtain refund
Jason Eckford	19-Feb-19	0.40	Review of Upward Construction billing and progress reports on 2791 Highview Place
Jason Eckford	19-Feb-19	0.30	Email / Phone communication re security and insurance for 2791 highview.
Jason Eckford	22-Feb-19	0.30	Email / Phone communication re security and insurance for 2791 highview.
Jason Eckford	28-Feb-19	0.10	Email correspondence w/ Evan Powroznik at G-Force
Jason Eckford	7-Mar-19	0.20	Review of construction billing and progress
Jason Eckford	12-Mar-19	0.40	Call with CRA re: GST Registration
Jason Eckford	19-Mar-19	2.60	Correspondence and review of insurance agreement from insurance broker for 2791 Highview place; correspondence with BC Hydro re: continuation of services for 2791 Highview place
Jason Eckford	28-Mar-19	0.40	Review of bills received related to 2791 highview place; correspondence with BC Hydro for the same matter.
Jason Eckford	4-Apr-19	1.80	Email correspondence and phone call with BC hydro; email correspondence with Genesis security; review of invoices received; review of documents received and correspondence re insurance.
Jason Eckford	12-Apr-19	0.40	Email correspondence with insurance broker; review of most recent turn of the policy
Jason Eckford	15-Apr-19	0.60	Review of insurance documents received and correspondence with S&S Insurance for the same.
Jason Eckford	16-Apr-19	0.60	Correspondence with Upward Construction; review of invoice and supporting documentation, direction to pay
Jason Eckford	18-Apr-19	3.80	Review of construction status documentation and correspondence with Matthew Metz prior to site visit; site visit at 2791 Highview place with Matthew Metz, Leo and Michael Upward re current status of construction.
Jason Eckford	25-Apr-19	0.60	Email correspondence with contractor, review of invoices and supporting documentation for payment.
Jason Eckford	13-May-19	0.70	Review of Upward Construction invoice and security invoice, review of Upward Construction support, correspondence with H. Palmer for the same and direction to pay.
Jason Eckford	14-May-19	0.30	Phone call and email correspondence with S&S insurance
Jason Eckford	24-May-19	2.40	Receiving call from Genesis Security alerting to alarm trigger at 4:30am; round trip driving to 2791 Highview Place to perform sitevisit due to alarm trigger; performing site visit; email and phone correspondence with Upward Construction re: alarm trigger.
Jason Eckford		**46.70**	
Marcos Souza	18-Dec-18	0.90	contacting the following companies - Telus; Long Do; City of West Vancouver(utilities); Fortis BC -to notify them of the appointment as Receiver for PE Consulting Ltd. and to change the billing address.
Marcos Souza	19-Dec-18	0.80	Set up Receiver Trustee on Ascend; arrange opening bank account and Ascend set up.
Marcos Souza	21-Dec-18	0.40	contacting Repo to notify them of the appointment as Receiver for PE Consulting Ltd. and to change the billing address; processing payment.

Person	Date	Hours	Description
Marcos Souza	14-Jan-19	1.40	Prepare and arrange wire transfer to Upward Construction; banking - arrange transfer of funds from Yeng Estate bank account to PE Consulting bank account; accounting.
Marcos Souza	15-Jan-19	0.60	Call/email to Fortis BC - redirection of email.
Marcos Souza	16-Jan-19	0.60	Title look up for: 2791 Highview Place, West Vancouver, BC
Marcos Souza	18-Jan-19	0.40	Phone call to Telus - phone line.
Marcos Souza	21-Jan-19	1.40	Phone call to Telus to set up new phone service line at 2791 Highview Pl in West Vancouver, BC; Email requested business and Receiver information to Telus; set up time for installation.
Marcos Souza	23-Jan-19	0.60	Processing payable; accounting.
Marcos Souza	25-Jan-19	0.60	Phone call to Telus; email information requested to install phone line at 2791 Highview Pl.; schedule installation.
Marcos Souza	29-Jan-19	0.20	Contacted Repo.com for change of vehicle price.
Marcos Souza	20-Feb-19	0.60	Bank reconciliation for the month of Jan 2019.
Marcos Souza	27-Feb-19	0.60	Accounting; processing payable.
Marcos Souza	11-Mar-19	0.90	Preparing form to CRA request of Business and GST number; filing.
Marcos Souza	21-Mar-19	0.70	Bank reconciliation for the month of Feb 2019; call to Jason E., information about payment details.
Marcos Souza	25-Mar-19	0.80	Accounting; banking/deposit; filing.
Marcos Souza	28-Mar-19	0.60	Processing payables; accounting.
Marcos Souza	3-Apr-19	0.60	Banking/deposit.
Marcos Souza	5-Apr-19	0.80	Processing payables; accounting; forward title search info to Jason.
Marcos Souza	16-Apr-19	0.80	Accounting; processing payables; arranging courier.
Marcos Souza	24-Apr-19	0.80	Updating list of creditors; filing.
Marcos Souza	26-Apr-19	0.60	Accounting; processing payables.
Marcos Souza	10-May-19	0.60	Bank reconciliation for the month of April 2019.
Marcos Souza	13-May-19	0.60	Processing payables; accounting.
Marcos Souza	27-May-19	0.20	Reconcile bank account balance with ABR report as April 30, 2019; file annual bank report 2019.
Marcos Souza		**17.10**	
Total		**107.70**	

EY

PE Consulting Ltd.
Expense Details for September 28, 2019 to May 31, 2019
Invoice #CA12C500003835 dated 04 June 2019

Person/Expense	Date	Amount	Description
Jason Eckford	16-Jan-19	64.52	Telecom: Purchase of loxbock for 2791 Highview Place and 3 copies of the front door key made.
Jason Eckford		**64.52**	
Marcos Souza	17-Jan-19	27.26	Title search for PE Consulting Ltd. - 2791 Highview Place, West Vancouver, BC.
Marcos Souza	25-Mar-19	9.80	Title Search request - 4343 West 12th Avenue, Vancouver - PID 012-584-100 - Jizhe (Mary) Yang
Marcos Souza		**37.06**	
Total		**101.58**	

Ernst & Young Inc.
Toronto, ON

Invoice

PE Consulting Ltd.
5811 Cooney Road
Suite 500 - North Tower
Richmond, BC V6X 3M1
Canada

Invoice No.: CA12C500004183
Please include this number with payment

Invoice Date:	13 September 2019
Due Date:	Upon receipt
Client No.:	0011946988
Engagement No.:	E-65281384

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

Re: PE Consulting Ltd.

For professional services rendered from June 1, 2019 to September 10, 2019

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		19,847.50	GST	5 %	992.38	20,839.88
		19,847.50			**992.38**	**20,839.88**
Invoice summary		**19,847.50**				
Tax :	5% GST				992.38	
Total:		**19,847.50**			**992.38**	**20,839.88**

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Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

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PE Consulting Ltd.

Billing Details for June 1, 2019 to September 10, 2019
Invoice #CA12C500004183 dated 13 September 2019

Billing Analysis

Client Reference: **E-65281384**

Staff Name		Hours	Billing Rate	Amount
Holly Palmer	Vice President	23.80	$475	$11,305.00
Jason Eckford	Senior	21.50	$295	$6,342.50
Marcos Souza	Paraprofessional	11.00	$200	$2,200.00
		56.30		**$19,847.50**
Add: GST (@ 5%)				$ 992.38
TOTAL				**$20,839.88**

EY

PE Consulting Ltd.

Time Details for June 1, 2019 to September 10, 2019

Invoice #CA12C500004183 dated 13 September 2019

Person	Date	Hours	Description
Holly Palmer	3-Jun-19	0.30	Review status update, carpet options, and reply to Winston, review emails re insurance.
Holly Palmer	4-Jun-19	0.70	Review invoices and write off amounts, review letter to GP re fees, review multivista images.
Holly Palmer	5-Jun-19	0.80	Finish review of letter and amendments to GP, send to Cassels.
Holly Palmer	6-Jun-19	0.10	Final review of letter to GP re fees and respond to Cassels.
Holly Palmer	10-Jun-19	0.30	Review upward update, invoice and instructions.
Holly Palmer	12-Jun-19	0.50	Attend to alarm code issue, call genesis, call Upward.
Holly Palmer	14-Jun-19	0.50	Update with Upward and sorting out alarm triggers.
Holly Palmer	19-Jun-19	0.50	Update with Upward, review insurance, review outstanding alarm issues.
Holly Palmer	25-Jun-19	0.90	Follow up on alarm issue, update from Upward, disc progress with Fred, review payout calculations.
Holly Palmer	2-Jul-19	0.60	Review of highview progress, review invoicing from Upward, respond to Matej.
Holly Palmer	11-Jul-19	0.20	Review explanation for Upward billings and budget to actuals.
Holly Palmer	15-Jul-19	0.20	Review progress on house with Upward and send update to Inspector.
Holly Palmer	16-Jul-19	0.20	Emails with Matej and FD re timing of completion of construction on highview.
Holly Palmer	17-Jul-19	0.30	Review R&D and JE's for PE receivership and send to Inspector.
Holly Palmer	29-Jul-19	0.30	Review updated accounts from Former Receiver and discussion with counsel.
Holly Palmer	30-Jul-19	0.20	Review of update from Upward on house construction.
Holly Palmer	31-Jul-19	0.50	initial review of lengthy Former Receiver fee materials and corresp with counsel.
Holly Palmer	1-Aug-19	1.10	Review of lengthy Former Receiver fee materials and corresp with counsel.
Holly Palmer	12-Aug-19	1.20	Review GFORCE fee support in detail and prepare response for counsel's review, update on house restoration with Upward.
Holly Palmer	13-Aug-19	0.50	Call with legal counsel re GFORCE fees and response, disc with JE re annual filings and respond to GP.
Holly Palmer	14-Aug-19	0.20	Review and sign cheques, call with Upward.
Holly Palmer	15-Aug-19	2.40	Review Upward invoice and budget to actual results, long email to counsel re Former Receiver's report and comments on time.
Holly Palmer	21-Aug-19	3.30	Attend Highview for final house inspection and discussion on finishing items and staging, call with Inspector and counsel re staging and sale options, email with Leo/Sophia re sale of property.
Holly Palmer	23-Aug-19	0.50	Call with Sophia/Leo re staging and house price, review of MLS listings and quotes from Sophia, follow up with Upward on status of final items on house.
Holly Palmer	26-Aug-19	0.80	Call with counsel re construction of house and house sale, and response to former Receiver's fee application.
Holly Palmer	27-Aug-19	0.60	Reviwew and discuss annual filings, staging quotes and costs and borrowing charge requirements.
Holly Palmer	28-Aug-19	1.50	Instructions to Upward re additional quotes, drafting receivers report.

Person	Date	Hours	Description
Holly Palmer	29-Aug-19	1.50	Email with Winston re final city inspection, drafting receiver's report.
Holly Palmer	3-Sep-19	0.40	Email to Fred re quote approval, review issues with annual filing.
Holly Palmer	4-Sep-19	0.40	Review summary of all staging quotes and send to Inspector for approval.
Holly Palmer	5-Sep-19	0.60	Select staging company and initiate staging with Leo/HomeyHome, Review of email from GP re Former Receivers application materials and email from FD, reply to Leo re details for contract, receivers report.
Holly Palmer	6-Sep-19	1.70	Confirm progress on house is complete for staging, provide various pieces of info to real estate agents for sale, receivers report.
Holly Palmer		**23.80**	
Jason Eckford	6-Jun-19	0.90	Review of letter by receiver drafted by cassels; correspondence with S&S Insurance re: house insurance.
Jason Eckford	10-Jun-19	1.80	Correspondence with S&S insurance re: Insurance refund; review of documents for the same; review of May invoice and reconciliation to supporting documents; correspondence with Upward & status update; correspondence re: alarm triggers.
Jason Eckford	17-Jun-19	0.30	Review of insurance email and support received; processing for approval and payment.
Jason Eckford	18-Jun-19	0.70	Phone call with Matej of Upward and alarm contractor re: alarm trigger issues; phonecall with Genesis and updating authorized individuals with Genesis Security for the same.
Jason Eckford	16-Jul-19	0.80	Review of June billing and 2791 Highview status update; reconciliation of supporting documents to invoices; renovation budget to actual for all invoices received; direction to pay invoice.
Jason Eckford	23-Jul-19	1.40	Return driving to 2791 Highview Place to meet with Upward Construction and tour the house to view progress.
Jason Eckford	15-Aug-19	2.80	Review of Upward Construction invoice, direction to pay; review of annual filing requirements, discussion with M. Souza and H. Palmer for the same; review of form to provide to BC Service Registry; Review of correspondence from S. Evans, review of bank statementsfor the same, correspondence with BMO for the same.
Jason Eckford	20-Aug-19	0.60	Review of bank account balances, expected future expenditure and borrowing requirements; follow-up on status of Receiver's certificate with Service BC and filing requirements.
Jason Eckford	22-Aug-19	0.30	Corresponding with realtors & H. Palmer re: sale of the house, setting up a meeting.
Jason Eckford	23-Aug-19	0.90	Phone call with Realtors re: 2791 highview place, discussion with H. Palmer for the same.
Jason Eckford	27-Aug-19	5.30	Email and phone correspondence with city of West Vancouver re: property taxes and utilities; completion of documents for city of West Vancouver; review of invoices and discussion with H. Palmer for the same; direction to pay invoices; correspondence with Upward re: estimated fees to be incurred moving forward; preparation of estimated distribution analysis and comparison to prior analysis, correspondence with H. Palmer for the same.
Jason Eckford	29-Aug-19	3.70	Correspondence with M. Souza re: status of annual filings; review of email correspondence from the BC Registry and phone call with them for the same; providing required documents to BC Registry; review of staging quotes for Highview Place; phone call with realtorL. Zheng for the same; preparation of staging option analysis and discussion with H. Palmer for the same; review of emails from andcorrespondence with Upward construction.
Jason Eckford	3-Sep-19	0.30	Phone call with BC Registry, discussion with M. Souza re: payment.
Jason Eckford	4-Sep-19	0.90	Staging analysis, review of Upward quotes, discussion with H. Palmer for the same; drafting of correspondence to F. Diamondstone.

Person	Date	Hours	Description
Jason Eckford	6-Sep-19	0.80	Phone call with BC Registry & cheque trace for the same; correspondence with Realtors and obtaining documents to provide to them re: listing and staging property.
Jason Eckford		**21.50**	
Marcos Souza	6-Jun-19	0.30	General filing - bank statements, GST returns and R&D/AP back up.
Marcos Souza	10-Jun-19	0.60	Accounting; banking/deposit.
Marcos Souza	11-Jun-19	0.80	Accounting; processing payments; arranging courier.
Marcos Souza	12-Jun-19	0.60	Prepared bank reconciliation for the month of May 2019.
Marcos Souza	17-Jun-19	0.80	Accounting; processing payables.
Marcos Souza	24-Jun-19	0.60	Accounting; processing payment of invoice.
Marcos Souza	15-Jul-19	0.90	Accounting; processing payables.
Marcos Souza	17-Jul-19	0.60	Accounting; processing payables.
Marcos Souza	25-Jul-19	0.60	Preparing bank reconciliation for the month of June 2019; filing.
Marcos Souza	14-Aug-19	1.30	BC online search; Call to BC Registry Services; Prepared Form 7 - Receiver and Receiver Manager appointment; arranging courier.
Marcos Souza	16-Aug-19	0.80	Bank reconciliation for the month of July 2019.
Marcos Souza	19-Aug-19	0.80	Accounting; Processing payables.
Marcos Souza	28-Aug-19	0.80	Accounting; banking/payables.
Marcos Souza	29-Aug-19	0.60	Call to BC online service; Re: follow up regarding Form 7- substitute trustee.
Marcos Souza	3-Sep-19	0.90	Update claims register; data entry in Ascend; email information to BC online as requested to process payment.
Marcos Souza		**11.00**	
Total		**56.30**	

Ernst & Young Inc.
Toronto, ON

Invoice

PE Consulting Ltd.
5811 Cooney Road
Suite 500 - North Tower
Richmond, BC V6X 3M1
Canada

Invoice No.: CA12C500004259
Please include this number with payment

Invoice Date:	03 October 2019
Due Date:	Upon receipt
Client No.:	0011946988
Engagement No.:	E-65281384

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

Re: PE Consulting Ltd.

For professional services rendered from September 11, 2019 to September 27, 2019

		Net	Tax	Rate	Tax Amount	CAD Total
Fee (details attached):		11,312.00	GST	5 %	565.60	11,877.60
		11,312.00			**565.60**	**11,877.60**
Invoice summary		**11,312.00**				
Tax :	5% GST				565.60	
Total:		**11,312.00**			**565.60**	**11,877.60**

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Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

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PE Consulting Ltd.

Billing Details from September 11, 2019 to September 27, 2019
Invoice #CA12C500004259 dated October 3, 2019

Billing Analysis

Client Reference: **E-65281384**

Staff Name		Hours	Billing Rate	Amount
Holly Palmer	Vice President	20.2	$475	$9,595.00
Jason Eckford	Senior	4.6	$295	$1,357.00
Marcos Souza	Paraprofessional	1.8	$200	$360.00
		26.6 *		**$11,312.00**
Add: GST (@ 5%)				$ 565.60
TOTAL				**$11,877.60**

* Includes time that was not previously invoiced.

EY

PE Consulting Ltd.
Time Details from September 11, 2019 to September 27, 2019
Invoice #CA12C500004259 dated October 3, 2019

Person	Date	Hours	Description
Holly Palmer	9-Sep-19	3.2	Review staging contract and invoice and execute, draft receivers report, review of email from Sophia with timing and house sale stats and respond, review of application materials re Former Receiver fees, draft comments for counsel review
Holly Palmer	10-Sep-19	2.2	Review invoicing, drafting receivers report, review several listing documents and correspondence with Sophia.
Holly Palmer	11-Sep-19	2.3	Receiver's report, emails with Sophia, call with counsel re sale, review of tax filings, update with team.
Holly Palmer	12-Sep-19	0.1	Sign cheques and review Upward invoice.
Holly Palmer	13-Sep-19	5.4	Drafting receivers' report, call with LW re listing document amendments, review and finalize invoices, update on house with Upward and insurance attendance, emails with real estate agent and review of several listing documents
Holly Palmer	16-Sep-19	3.9	Email re service list, email to Sophia re various changes to listing documents and legal review, emails with Sophia re land registry, review R&D, review of staging pics, changes to MLS document, review resumes for Sophia/Leo for report
Holly Palmer	17-Sep-19	0.8	Signing/reviewing contracts for listings, emails with Sophia,
Holly Palmer	18-Sep-19	0.2	Review virtual tour, email with Sophia, email to FD.
Holly Palmer	19-Sep-19	0.2	Review title search, emails with Sophia re estate agent attendance and open house, review measurements and floor plans.
Holly Palmer	20-Sep-19	0.1	Email with Sophia re offers and procedure.
Holly Palmer	23-Sep-19	0.2	Emails with Inspector re sale of house, review of offers from Sophia and discuss offers with Sophia/PTI, email to counsel re sales documents.
Holly Palmer	24-Sep-19	1.3	Review of various sales documents and sign offer forms, discussions with Sophia.
Holly Palmer	25-Sep-19	0.3	Emails with Upward re sign, sale and invoice.
Holly Palmer		**20.2**	
Jason Eckford	9-Sep-19	0.9	Correspondence with realtor, review of staging agreement and supporting documents; correspondence with H. Palmer for the same; providing signed copy to realtors.
Jason Eckford	10-Sep-19	0.7	Review of executed documents and correspondence with realtors re: staging
Jason Eckford	17-Sep-19	0.6	Correspondence with realtors re listing; correspondence with BC Service Registry re: annual reports
Jason Eckford	20-Sep-19	1.8	Correspondence with realtors, correspondence with Upward re: documents to provide to realtors; annual report filings
Jason Eckford	23-Sep-19	0.6	Review of sale documents; phone call with BC land and title for the same
Jason Eckford		**4.6**	
Marcos Souza	9-Sep-19	0.4	General filing - bank statements, GST returns and R&D/AP back up.
Marcos Souza	11-Sep-19	0.8	Accounting; banking/deposit.
Marcos Souza	13-Sep-19	0.6	Accounting; processing payments; arranging courier.
Marcos Souza		**1.8**	
Total		**26.6**	

Appendix J

CASSELS BROCK
LAWYERS

November 8, 2018

BY COURIER

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Michelle Grant

Dear Ms. Grant:

Re: PE Consulting Ltd.

We enclose Cassels Brock & Blackwell LLP's invoice for services rendered through October 31, 2018, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK

ERNST & YOUNG INC.
700 WEST GEORGIA STREET
VANCOUVER, BC V7Y 1C7

ATTN: MICHELLE GRANT

Date:	11/06/18
Our File #:	025522-00017
Invoice #:	2058589
HST/GST #:	R121379572
PST - BC #	1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 10/31/18

Date		Description	Hours
09/18/18	HLW	Call with M. Grant regarding matter and mandate;	0.10
10/19/18	HLW	Drafting revisions and comments to receivership order and sending same;	1.80
10/22/18	HLW	Drafting revisions to form of order; telephone call with M. Grant regarding same; correspondence with counsel to applicant;	2.00

Time Summary

Timekeeper	Hours	Rate	Fees	
H. Lance Williams	3.90	505.00	1,969.50	
Our Fee				1,969.50
GST on Fees			98.48	
PST on Fees			137.87	
Total Tax on Fees				236.35

Total Fees & Tax **CAD 2,205.85**

This is our account herein
Cassels Brock & Blackwell LLP

H. Lance Williams
E&OE

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

For payment by wire, please send funds to:

Bank of Nova Scotia

Address: 44 King St. West; Toronto, Ontario; M5H 1H1

Bank #: 002

Transit #: 47696

CDN Account #: 00739-11

SWIFT CODE: NOSCCATT

ABA Routing #: 026 002 532

Reference:
Please include the lawyer's name, file name and the invoice number

For additional inquires please contact our Accounts Receivable department at payments@casselsbrock.com or by phone at 416-869-5727

CASSELS BROCK
LAWYERS

December 17, 2018

BY COURIER

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Michelle Grant

Dear Ms. Grant:

Re: PE Consulting Ltd.

We enclose Cassels Brock & Blackwell LLP's invoice for services rendered through November 30, 2018, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK
LAWYERS

ERNST & YOUNG INC.
700 WEST GEORGIA STREET
VANCOUVER, BC V7Y 1C7

ATTN: MICHELLE GRANT

Date:	12/13/18
Our File #:	025522-00017
Invoice #:	2062612
HST/GST #:	R121379572
PST - BC #	1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 11/30/18

Date		Description	Hours
11/18/18	HLW	Review of materials for application;	0.40
11/19/18	HLW	Preparation for and attendance in BC Supreme Court for hearing of application; telephone calls with various parties;	1.20
11/21/18	SUD	Preparing electronic pleadings file for the bankruptcy and receivership action regarding Jizhe Yang and PE Consulting Ltd. (No. B-180368);	0.50
11/23/18	HLW	Telephone call with counsel for applicant creditor; preparation for and attendance in Supreme Court of British Columbia for hearing of application to appoint receiver;	1.80

Time Summary

Timekeeper	Hours	Rate	Fees	
H. Lance Williams	3.40	505.00	1,717.00	
Sue Danielisz	0.50	275.00	137.50	
Our Fee				1,854.50
GST on Fees			92.73	
PST on Fees			129.82	
Total Tax on Fees				222.55
Total Fees & Tax			**CAD**	**2,077.05**

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK
LAWYERS

This is our account herein
Cassels Brock & Blackwell LLP

H. Lance Williams
E&OE

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK
LAWYERS

Outstanding Invoice Summary

Invoice No.	Date	Amount
2058589	Nov. 6, 2018	2,205.85
Total Outstanding Invoices		2,205.85

For payment by wire, please send funds to:

Bank of Nova Scotia

Address: 44 King St. West; Toronto, Ontario; M5H 1H1

Bank #: 002

Transit #: 47696

CDN Account #: 00739-11

SWIFT CODE: NOSCCATT

ABA Routing #: 026 002 532

Reference:
Please include the lawyer's name, file name and the invoice number

For additional inquires please contact our Accounts Receivable department at payments@casselsbrock.com or by phone at 416-869-5727

CASSELS BROCK
LAWYERS

January 4, 2019

BY MAIL

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120
file: 25522-17

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Michelle Grant

Dear Ms. Grant:

Re: PE Consulting Ltd.

We enclose Cassels Brock & Blackwell LLP's invoice for services rendered through December 31, 2018, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK
LAWYERS

ERNST & YOUNG INC.	Date: 12/31/18
700 WEST GEORGIA STREET	Our File #: 025522-00017
VANCOUVER, BC V7Y 1C7	Invoice #: 2064248
	HST/GST #: R121379572
ATTN: MICHELLE GRANT	PST - BC # 1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 12/31/18

Date		Description	Hours
12/07/18	HLW	Correspondence with counsel to former trustee regarding terms of order;	0.30
12/10/18	HLW	Preparation for and attending in BC Supreme Court for hearing of application to replace receiver;	1.30
12/10/18	SUD	Retrieve legislation under the Bankruptcy and Insolvency Act for court hearing;	0.20
12/20/18	HLW	Telephone call with M. Grant regarding mould;	0.20

Time Summary

Timekeeper	Hours	Rate	Fees	
H. Lance Williams	1.80	505.00	909.00	
Sue Danielisz	0.20	275.00	55.00	
Our Fee				964.00
GST on Fees			48.20	
PST on Fees			67.48	
Total Tax on Fees				115.68
Total Fees & Tax			**CAD**	**1,079.68**

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK

This is our account herein
Cassels Brock & Blackwell LLP

H. Lance Williams
E&OE

CASSELS BROCK
LAWYERS

Outstanding Invoice Summary

Invoice No.	Date	Amount
2058589	Nov. 6, 2018	2,205.85
2062612	Dec. 13, 2018	2,077.05
Total Outstanding Invoices		4,282.90

CASSELS BROCK
LAWYERS

For payment by wire, please send funds to:

Bank of Nova Scotia

Address: 44 King St. West; Toronto, Ontario; M5H 1H1

Bank #: 002

Transit #: 47696

CDN Account #: 00739-11

SWIFT CODE: NOSCCATT

ABA Routing #: 026 002 532

Reference:
Please include the lawyer's name, file name and the invoice number

For additional inquires please contact our Accounts Receivable department at payments@casselsbrock.com or by phone at 416-869-5727

CASSELS BROCK
LAWYERS

March 12, 2019

BY MAIL

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120
file: 25522-17

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Michelle Grant

Dear Ms. Grant:

Re: PE Consulting Ltd.

We enclose Cassels Brock & Blackwell LLP's invoice for services rendered through February 28, 2019, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK

ERNST & YOUNG INC.
700 WEST GEORGIA STREET
VANCOUVER, BC V7Y 1C7

ATTN: MICHELLE GRANT

Date:	03/11/19
Our File #:	025522-00017
Invoice #:	2071666
HST/GST #:	R121379572
PST - BC #	1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 02/28/19

Date		Description	Hours
01/07/19	HLW	Telephone call with M. Grant regarding status;	0.40

Time Summary

Timekeeper	Hours	Rate	Fees	
H. Lance Williams	0.40	525.00	210.00	
Our Fee				210.00
GST on Fees			10.50	
PST on Fees			14.70	
Total Tax on Fees				25.20
Total Fees & Tax			**CAD**	**235.20**

This is our account herein
Cassels Brock & Blackwell LLP

H. Lance Williams
E&OE

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

Outstanding Invoice Summary

Invoice No.	Date	Amount
2058589	Nov. 6, 2018	2,205.85
2062612	Dec. 13, 2018	2,077.05
2064248	Dec. 31, 2018	1,079.68
Total Outstanding Invoices		5,362.58

For payment by wire, please send funds to:

Bank of Nova Scotia

Address: 44 King St. West; Toronto, Ontario; M5H 1H1

Bank #: 002

Transit #: 47696

CDN Account #: 00739-11

SWIFT CODE: NOSCCATT

ABA Routing #: 026 002 532

Reference:
Please include the lawyer's name, file name and the invoice number

For additional inquires please contact our Accounts Receivable department at payments@casselsbrock.com or by phone at 416-869-5727

CASSELS BROCK
LAWYERS

June 12, 2019

BY MAIL

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120
file: 25522-17

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Holly Palmer

Dear Ms. Palmer:

Re: PE Consulting Ltd.

We enclose Cassels Brock & Blackwell LLP's invoice for services rendered through May 31, 2019, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK

ERNST & YOUNG INC. 700 WEST GEORGIA STREET VANCOUVER, BC V7Y 1C7 ATTN: HOLLY PALMER	Date: 06/12/19 Our File #: 025522-00017 Invoice #: 2079942 HST/GST #: R121379572 PST - BC # 1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 05/31/19

Date		Description	Hours
05/01/19	JAE	Meet with L. Williams to discuss issues pertaining to former receiver's accounts;	0.10
05/08/19	HLW	Telephone calls with counsel to former receiver and H. Palmer regarding accounts and process to finalize same;	0.40
05/21/19	HLW	Review of fee approval matters for former receiver and correspondence regarding same;	0.30
05/31/19	HLW	Review of former receiver's invoices, comments from counsel and preparation of correspondence regarding same;	0.30

Time Summary

Timekeeper	Hours	Rate	Fees	
H. Lance Williams	1.00	525.00	525.00	
Jared Enns	0.10	355.00	35.50	
Our Fee				560.50
GST on Fees			28.03	
PST on Fees			39.24	
Total Tax on Fees				67.27
Total Fees & Tax			**CAD**	**627.77**

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK

This is our account herein
Cassels Brock & Blackwell LLP

H. Lance Williams
E&OE

CASSELS BROCK

Outstanding Invoice Summary

Invoice No.	Date	Amount
2058589	Nov. 6, 2018	2,205.85
2062612	Dec. 13, 2018	2,077.05
2064248	Dec. 31, 2018	1,079.68
2071666	Mar. 11, 2019	235.20
Total Outstanding Invoices		5,597.78

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK

For payment by wire, please send funds to:

Bank of Nova Scotia

Address: 44 King St. West; Toronto, Ontario; M5H 1H1

Bank #: 002

Transit #: 47696

CDN Account #: 00739-11

SWIFT CODE: NOSCCATT

ABA Routing #: 026 002 532

Reference:
Please include the lawyer's name, file name and the invoice number

For additional inquires please contact our Accounts Receivable department at payments@casselsbrock.com or by phone at 416-869-5727

CASSELS BROCK
LAWYERS

July 17, 2019

BY MAIL

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120
file: 25522-17

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Holly Palmer

Dear Ms. Palmer:

Re: PE Consulting Ltd.

We enclose Cassels Brock & Blackwell LLP's invoice for services rendered through June 30, 2019, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK
LAWYERS

ERNST & YOUNG INC.
700 WEST GEORGIA STREET
VANCOUVER, BC V7Y 1C7

ATTN: HOLLY PALMER

Date:	07/16/19
Our File #:	025522-00017
Invoice #:	2083256
HST/GST #:	R121379572
PST - BC #	1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 06/30/19

Date		Description	Hours
06/03/19	JAE	Review and revise letter regarding GPGI accounts; meet with L. Williams to discuss same;	0.80
06/04/19	HLW	Review and revisions of letter to former receiver;	0.30
06/05/19	HLW	Preparation of letter regarding accounts;	0.20
06/06/19	JAE	Review and revise letter regarding GPGI accounts to incorporate comments from H. Palmer; correspondence to and from H. Palmer regarding same; email to F. Diamondstone and G. Plottel regarding draft letters regarding GPGI accounts;	0.50
06/10/19	HLW	Telephone call with counsel to former trustee;	0.10
06/25/19	JAE	Telephone call with Holly Palmer to discuss timeline for Former Trustee to provide response to concerns with accounts.	0.20

Time Summary

Timekeeper	Hours	Rate	Fees	
H. Lance Williams	0.60	525.00	315.00	
Jared Enns	1.50	355.00	532.50	
Our Fee				847.50
GST on Fees			42.38	
PST on Fees			59.33	
Total Tax on Fees				101.71

Total Fees & Tax **CAD 949.21**

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK
LAWYERS

This is our account herein
Cassels Brock & Blackwell LLP

H. Lance Williams
E&OE

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK
LAWYERS

Outstanding Invoice Summary

Invoice No.	Date	Amount
2058589	Nov. 6, 2018	2,205.85
2062612	Dec. 13, 2018	2,077.05
2064248	Dec. 31, 2018	1,079.68
2071666	Mar. 11, 2019	235.20
2079942	Jun. 12, 2019	627.77
Total Outstanding Invoices		6,225.55

For payment by wire, please send funds to:

Bank of Nova Scotia

Address: 44 King St. West; Toronto, Ontario; M5H 1H1

Bank #: 002

Transit #: 47696

CDN Account #: 00739-11

SWIFT CODE: NOSCCATT

ABA Routing #: 026 002 532

Reference:
Please include the lawyer's name, file name and the invoice number

For additional inquires please contact our Accounts Receivable department at payments@casselsbrock.com or by phone at 416-869-5727

CASSELS BROCK
LAWYERS

August 14, 2019

BY MAIL

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120
file: 25522-17

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Holly Palmer

Dear Ms. Palmer:

Re: PE Consulting Ltd.

We enclose Cassels Brock & Blackwell LLP's invoice for services rendered through July 31, 2019, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK
LAWYERS

ERNST & YOUNG INC.
700 WEST GEORGIA STREET
VANCOUVER, BC V7Y 1C7

ATTN: HOLLY PALMER

Date:	08/14/19
Our File #:	025522-00017
Invoice #:	2085550
HST/GST #:	R121379572
PST - BC #	1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 07/31/19

Date		Description	Hours
07/02/19	JAE	Letter to D. Fitzpatrick;	0.20
07/02/19	HLW	Review of letter to receiver demanding accounting;	0.10
07/12/19	JAE	Meet with L. Williams to discuss outstanding accounts of former receiver; draft correspondence to D. Fitzpatrick; telephone call with Receiver to discuss correspondence and commencement of application;	0.30
07/18/19	JAE	Attend to various matters pertaining to scheduling former receiver's taxation application;	0.70
07/22/19	JAE	Prepare for and attend pre-hearing conference before the Registrar.	1.00

Time Summary

Timekeeper	Hours	Rate	Fees	
H. Lance Williams	0.10	525.00	52.50	
Jared Enns	2.20	355.00	781.00	
Our Fee				833.50
GST on Fees			41.68	
PST on Fees			58.35	
Total Tax on Fees				100.03
Total Fees & Tax			**CAD**	**933.53**

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK

This is our account herein
Cassels Brock & Blackwell LLP

H. Lance Williams
E&OE

CASSELS BROCK
LAWYERS

Outstanding Invoice Summary

Invoice No.	Date	Amount
2083256	Jul. 16, 2019	949.21
Total Outstanding Invoices		949.21

For payment by wire, please send funds to:

Bank of Nova Scotia

Address: 44 King St. West; Toronto, Ontario; M5H 1H1

Bank #: 002

Transit #: 47696

CDN Account #: 00739-11

SWIFT CODE: NOSCCATT

ABA Routing #: 026 002 532

Reference:
Please include the lawyer's name, file name and the invoice number

For additional inquires please contact our Accounts Receivable department at payments@casselsbrock.com or by phone at 416-869-5727

CASSELS BROCK
LAWYERS

September 6, 2019

BY MAIL

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120
file: 25522-17

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Holly Palmer

Dear Ms. Palmer:

Re: PE Consulting Ltd.

We enclose Cassels Brock & Blackwell LLP's invoice for services rendered through August 31, 2019, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK
LAWYERS

ERNST & YOUNG INC.
700 WEST GEORGIA STREET
VANCOUVER, BC V7Y 1C7

ATTN: HOLLY PALMER

Date:	09/06/19
Our File #:	025522-00017
Invoice #:	2087150
HST/GST #:	R121379572
PST - BC #	1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 08/31/19

Date		Description	Hours
08/02/19	JAE	Review affidavit in support of GPGI Invoices and Burns Fitzpatrick Invoices; telephone call with H. Palmer to discuss affidavit material and proposed response, as well as issues pertaining to proposed s. 38 application, and form of release re: Cathy Zhu; telephone call with G. Plottel to discuss issues arising from the GPGI Invoices;	1.20
08/20/19	JAE	Telephone call with Receiver to discuss Former Receiver's Report and response thereto;	0.60
08/26/19	HLW	Review of matters relating to house sale;	0.30
08/30/19	JAE	Review First Report of the Former Receiver; draft responding affidavit of the Receiver.	3.50

Time Summary

Timekeeper	Hours	Rate	Fees
H. Lance Williams	0.30	525.00	157.50
Jared Enns	5.30	355.00	1,881.50

Our Fee		2,039.00
GST on Fees	101.95	
PST on Fees	142.73	
Total Tax on Fees		244.68
Total Fees & Tax	**CAD**	**2,283.68**

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK
LAWYERS

This is our account herein
Cassels Brock & Blackwell LLP

H. Lance Williams
E&OE

CASSELS BROCK
LAWYERS

Outstanding Invoice Summary

Invoice No.	Date	Amount
2083256	Jul. 16, 2019	949.21
2085550	Aug. 14, 2019	933.53
Total Outstanding Invoices		1,882.74

CASSELS BROCK
LAWYERS

For payment by wire, please send funds to:

Bank of Nova Scotia

Address: 44 King St. West; Toronto, Ontario; M5H 1H1

Bank #: 002

Transit #: 47696

CDN Account #: 00739-11

SWIFT CODE: NOSCCATT

ABA Routing #: 026 002 532

Reference:
Please include the lawyer's name, file name and the invoice number

For additional inquires please contact our Accounts Receivable department at payments@casselsbrock.com or by phone at 416-869-5727

Accounts are due when rendered. Pursuant to the Solicitors' Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 1.30 % per annum until paid.

CASSELS BROCK
LAWYERS

October 10, 2019

BY E-MAIL

lwilliams@casselsbrock.com
tel: 604.691.6112
fax: 604.691.6120
file: 25522-17

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Attention: Holly Palmer

Dear Ms. Palmer:

Re: PE Consulting Ltd.

Enclosed is our invoice for services rendered and disbursements advanced through September 30, 2019, which we trust you will find to be in order.

Should you have any questions regarding the enclosed account, please do not hesitate to contact us.

Yours truly,

Cassels Brock & Blackwell LLP

Lance Williams
Partner

LW/ sw
Enclosure

CASSELS BROCK
LAWYERS

ERNST & YOUNG INC.
700 WEST GEORGIA STREET
VANCOUVER, BC V7Y 1C7

ATTN: HOLLY PALMER

Date:	10/10/19
Our File #:	025522-00017
Invoice #:	2090804
HST/GST #:	R121379572
PST - BC #	1012-5078

Re: PE Consulting Ltd.

TO PROFESSIONAL SERVICES RENDERED up to and including 09/30/19

Date		Description	Hours
09/03/19	JAE	Continue drafting responding affidavit of the Receiver;	4.90
09/05/19	FOF	Review and edit affidavit;	1.60
09/10/19	JAE	Review application of Former Receiver and Former Receiver's counsel for approval of accounts; review applicable legal principles related to the relief sought; telephone call with the Receiver to discuss response to Former Receiver's application and to provide comments on the relief sought therein; commence drafting application response of the Receiver;	3.10
09/12/19	JAE	Review application material served by the Former Receiver and its counsel; research applicable principles regarding the passing of the Former Receiver's accounts; draft application response;	2.00
09/13/19	JAE	Continue drafting application response material; review Former Receiver's Report and affidavit material; review and revise application response and affidavit of Receiver;	1.10
09/13/19	HLW	Receipt and review of listing documents and necessary amendments to same; drafting schedules;	1.60
09/15/19	HLW	Review and drafting materials regarding sale agreement and necessary amendments;	0.60
09/17/19	HLW	Telephone call with Receiver regarding extension of borrowings and related matters;	0.20
09/20/19	JAE	Review and revise application response of the Receiver; review and revise affidavit of the Receiver;	1.40
09/20/19	HLW	Telephone call with receiver regarding sale matters;	0.30
09/23/19	FOF	Review application response;	2.00

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LAWYERS

Date		Description	Hours
09/23/19	SUD	Prepare service list regarding PE Consulting Ltd.;	0.30
09/23/19	HLW	Addressing sale matters;	0.20
09/24/19	HLW	Review and correspondence regarding house sale.	0.50

Time Summary

Timekeeper	Hours	Rate	Fees	
Forrest Finn	3.60	175.00	630.00	
H. Lance Williams	3.40	525.00	1,785.00	
Jared Enns	12.50	285.42	3,567.75	
Sue Danielisz	0.30	240.00	72.00	
Our Fee				6,054.75
GST on Fees			302.74	
PST on Fees			423.83	
Total Tax on Fees				726.57
Total Fees and Tax				**6,781.32**

Taxable Disbursements

Copies	71.75	
Total Taxable Disbursements		71.75
GST on Disbursements	3.59	
PST on Disbursements	5.02	
Total Tax on Disbursements		8.61
Total Disbursements and Tax		**80.36**
Total Fees, Disbursements & Tax	**CAD**	**6,861.68**

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CASSELS BROCK
LAWYERS

Outstanding Invoice Summary

Invoice No.	Date	Amount
2083256	Jul. 16, 2019	949.21
2085550	Aug. 14, 2019	933.53
2087150	Sep. 6, 2019	2,283.68
Total Outstanding Invoices		4,166.42

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Transit #: 47696

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