



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 be 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, *mutandis 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

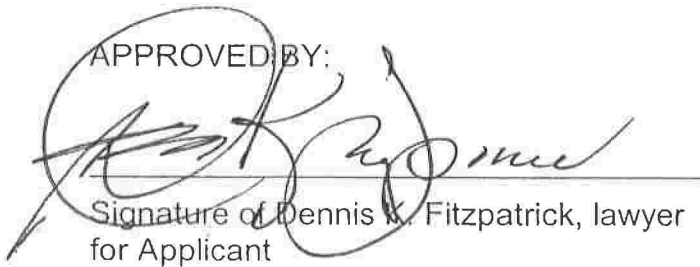
54. Any interested party may apply to this Court to vary or amend this Order on not less than ^{SEVEN (7)} ~~seven (7)~~ clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order. *SR 7 15 10 R*
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





SCHEDULE "A"

COUNSEL	PARTY
Dennis K. Fitzpatrick	G. Powroznik Group Inc.
Steven Evans	Prima Technology Inc.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the [Receiver and/or Receiver and Manager] (the "Receiver") of all of the assets, undertakings and properties of [COMPANY'S NAME] 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 and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "Court") dated the _____ day of _____, 201____ (the "Order") made in SCBC Action No. _____ and/or SCBC Action No. _____ /Estate No. _____ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ 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 _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ 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 _____.
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 _____ day of _____, 201__.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

Schedule "C"

Demand for Notice

TO: [Name of Applicant]
c/o [Name of Counsel to the Applicant]
Attention:
Email:

AND TO: G. Powroznik Group Inc.
c/o Burns Fitzpatrick LLP
Attention: Dennis K. Fitzpatrick
Email: dfitzpatrick@burnsfitz.com

Re: In the matter of the Receivership of PE Consulting Ltd.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

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

RECEIVERSHIP ORDER
