



FORCE FILED

No. S2111109  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PROSPERA CREDIT UNION

PETITIONER

AND:

1143924 B.C. LTD.  
BUFFALO-GENTAI (ST. JOHNS) INVESTMENTS LIMITED PARTNERSHIP  
BUFFALO-GENTAI DEVELOPMENT LTD.  
HONGYU TINA MU  
YU YANG  
GENTAI DEVELOPMENT CORP.  
BUFFALO HOLDINGS INC.  
WJY 2015 TRUST  
CANADIAN WESTERN BANK

RESPONDENTS

NOTICE OF APPLICATION

NAME OF APPLICANT:

The Bowra Group Inc. (the “Applicant” or the “Receiver”), in its capacity as court-appointed receiver and manager, without security, of all of the assets, undertakings and property of 1143924 B.C. Ltd., Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd. (collectively, the “Debtors”)

To: The Petitioner

AND TO: The Respondents

TAKE NOTICE that an application will be made by the applicant to the presiding Judge in Chambers at the courthouse at **800 Smithe Street, Vancouver, B.C.** on **October 20, 2022**, at **9:45 a.m.** for the order(s) set out in Part 1 below.

**PART 1: ORDER(S) SOUGHT**

1. An Order substantially in the form attached as Schedule “A” hereto:
  - (a) Abridging the time for service of this Notice of Application to the time actually given;
  - (b) Approving and authorizing the sale of the Development Property (as defined herein) pursuant to the Offer to Purchase and Agreement of Purchase and Sale

(the “**Bene Offer**”) between the Receiver as vendor and Bene Capital (Group) Ltd. (the “**Purchaser**”) as purchaser dated October 7, 2022; and

- (c) Vesting title to the Development Property in the Purchaser free and clear of all Claims (as defined in the proposed Order attached hereto as Schedule “A”).

**PART 2: FACTUAL BASIS**

2. This is an application by the Receiver to approve a sale of the Development Property (as defined herein). The Development Property is comprised of an assembly of nine parcels of land in Port Moody, British Columbia. As more fully outlined in the Receiver’s Reports filed in these proceedings, the Debtors intended on developing the nine parcels into approximately 200 residential and commercial units. This receivership arose because of a dispute between the Respondents, Gentai Development Corp. and Buffalo Holdings Inc., and related defaults under loans made to the Debtors by the Petitioner and the Respondent Canadian Western Bank.
3. By Order pronounced on January 27, 2022, as amended and restated by further Orders of the Court pronounced on March 25, 2022 and on August 2, 2022 (as amended and restated, the “**Receivership Order**”), The Bowra Group Inc. was appointed as Receiver (the “**Receiver**”), without security, of the assets, undertakings and properties of the Debtors, including, *inter alia*, the lands and premises located at 3101-3103 St. Johns Street, 3104-3112 St. George Street and 123-129 Buller Street, Port Moody, British Columbia, more particularly known and described as:

Parcel Identifier: 009-553-860  
 LOT 6 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT  
 PLAN 11618

Parcel Identifier: 009-610-812  
 LOT 1 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT  
 PLAN 11618 EXCEPT PLAN 12019

Parcel Identifier: 003-597-393  
 LOT 2 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
 DISTRICT PLAN 11618 EXCEPT PLAN 12019

Parcel Identifier: 009-553-843  
 Lot 5 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT  
 PLAN 11618

Parcel Identifier: 002-389-886,  
 LOT 7 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT  
 PLAN 11618

Parcel Identifier: 028-989-627  
 STRATA LOT 1 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
 DISTRICT STRATA PLAN EPS669

Parcel Identifier: 028-989-635  
 STRATA LOT 2 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
 DISTRICT STRATA PLAN EPS669

Parcel Identifier: 028-989-643  
 STRATA LOT 3 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
 DISTRICT STRATA PLAN EPS669; and

Parcel Identifier: 028-989-651  
 STRATA LOT 4 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
 DISTRICT STRATA PLAN EPS669

(collectively, the “**Development Property**”).

4. Initially, as supported by the Petitioner, Canadian Western Bank, Gentai Development Corp., Tina Mu, Buffalo Holdings Inc., and Gerald Chiang (collectively, the “**Stakeholders**”), the Receiver’s primary task was to obtain third-reading approval by the City of Port Moody, which was a material step towards having the Development Property rezoned to allow for the development to proceed. The Receiver obtained that third-reading approval on June 28, 2022.
5. With the support of the Stakeholders, the Receiver sought and obtained an amendment to the Receivership Order to allow the Receiver to market the Development Property for sale, to solicit offers in respect of those assets and to negotiate such terms and conditions of sale as deemed appropriate, with any eventual sale being subject to Court approval.
6. The Receiver obtained marketing proposals for the Development Property from three reputable firms, and reviewed those proposals with stakeholders. As supported by the majority of the Stakeholders, the Receiver engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market and sell the Lands on August 10, 2022.
7. The Development Property was initially listed for sale by Colliers on behalf of the Receiver without a list price with a pricing guidance of \$25 million based on Colliers’ recommendation.
8. On behalf of the Receiver, Colliers has actively marketed the Development Property for sale and fully exposed the Development Property to the market within the appropriate market place since its engagement, with an offering date of September 21, 2022.
9. Colliers’ sales and marketing efforts during this time period can be summarized as follows:

- (a) The listing agents had direct calls and meetings with 44 prospective purchasers, 9 of which requested the form of offer;
- (b) 2,502 prospective purchasers received the property information by way of two email marketing campaigns;
- (c) Colliers prepared a marketing brochure;
- (d) The Development Property was exposed through LinkedIn to a total audience of 3,959 people through posts from the listing agents;
- (e) The Development Property was featured on the Colliers' website, resulting in 217 unique visitors;
- (f) Colliers prepared and maintained a data room, and 24 prospective purchasers signed Confidentiality Agreements to gain access to the detailed property information included in the online data room; and
- (g) Of these parties, nine expressed strong interest in submitting an offer on the bid date and were provided with the standard form of offer as drafted by the Receiver's lawyer.

10. The Receiver received two offers at \$17 million. The offers are summarized as follows:

	<b>Bene Capital (Group) Ltd. ("Bene")</b>	<b>Brimming Development Management Inc. ("Brimming")</b>
<b>Purchase Price</b>	\$17,000,000	\$17,000,000
<b>1st Deposit</b>	\$2,000,000	\$100,000
<b>2nd Deposit</b>	\$5,000,000	\$750,000
<b>Conditional Period</b>	0 days	By December 29, 2022
<b>Closing Date</b>	40 business days after Court approval	270 days after Court approval

11. Colliers received the following feedback from other parties who chose not to make an offer, as a result of the following concerns:
- (a) General market conditions, including:
    - (i) increases in construction costs;
    - (ii) increases to mortgage rates, with another Bank of Canada rate increase expected in October;

- (iii) recessionary fears given changing lending market; and
  - (b) The structure of the offering process, and particularly the potential for competing offers in court, deterred many of the prospective purchasers, who did not want to submit offers if their offers could be outbid in court.
12. The Receiver believed the Bene Offer was superior to the offer submitted by Brimming based on the higher deposit amount and earlier conditional and closing date.
  13. Accordingly, on Colliers' recommendation, the Receiver countered the offer made by Bene, which counteroffer resulted in the accepted Bene Offer, subject to Court approval, for a purchase price of \$17.3 million and a closing date of 45 days (originally 40 business days).
  14. The Receiver believes that Colliers has sufficiently marketed the Development Property and that the resulting Bene Offer represents fair market value for the Development Property given the market conditions, and thus recommends that the Court approve the Bene Offer.

### PART 3: LEGAL BASIS

15. In considering a proposed sale of an insolvent person's property by a receiver, this Court will consider:
  - (a) whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;
  - (b) whether the interests of all parties have been considered;
  - (c) the efficacy and integrity of the process by which offers have been obtained; and
  - (d) whether there has been unfairness in the working out of the process.

*Royal Bank v. Soundair Corp.* (1991), 7 C.B.R. (3d) 1 (Ont. C.A.), at para 16.

16. Based upon the facts set out in Part 2 above and in the Receiver's Second Report to the Court (the "**Second Report**"), the Receiver submits that it has met the requirements of the *Soundair* test. The Receiver acted in a commercially reasonable manner in the circumstances, with a view to obtaining the best price, having regard to the competing interests of the interested parties.

*Pricewaterhousecoopers Inc. v. 1905393 Alberta Ltd.*, 2019 ABCA 433, at para. 13.

17. Specifically:

- (a) the Receiver made a sufficient effort to get the best price by virtue of retaining Colliers and Colliers undertaking the thorough marketing efforts described in Part 2 above and in the Second Report of the Receiver;
  - (b) the Receiver has canvassed the views of the Stakeholders in relation to the Development Property and has considered the interests of those parties in the context of marketing the Development Property for sale and accepting the Bene Offer, subject to court approval;
  - (c) the marketing process undertaken by the Receiver, through Colliers, was efficient and had integrity;
  - (d) there has been no unfairness in the working out of the process by which the Development Property was marketed; and
  - (e) The Bene Offer reflects the fair market value of the lands, given the current market conditions and the ongoing marketing efforts of the Receiver, and that the sale to Bene is commercially reasonable, and will enable this Receivership to come to a conclusion.
18. The applicant will rely on Rules 6-2 and 13-5 of the Supreme Court Civil Rules, s. 15 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and the inherent jurisdiction of this Honourable Court.

**PART 4: MATERIAL TO BE RELIED ON**

- 19. Further Amended and Restated Receivership Order pronounced August 2, 2022.
- 20. Receiver's First Report to the Court filed July 18, 2022.
- 21. Receiver's Second Report to the Court, to be provided.
- 22. Affidavit of Linda Alexander, sworn October 11, 2022.

The applicant(s) estimate(s) that the application will take **30 minutes**.

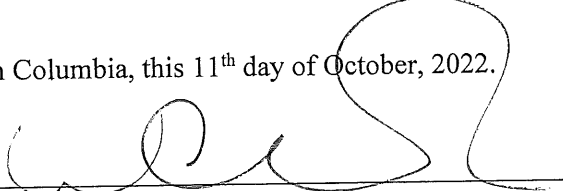
- This matter is within the jurisdiction of a Master.
- This matter is not within the jurisdiction of a Master

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application:

- (a) file an Application Response in Form 33,

- (b) file the original of every affidavit, and every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed Application Response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (d) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated at the City of Vancouver, in the Province of British Columbia, this 11<sup>th</sup> day of October, 2022.



William L. Roberts  
Lawson Lundell LLP  
Solicitors for the Applicant

This Notice of Application is filed by the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.

*To be completed by the court only:*

Order made

in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this Notice of Application

with the following variations and additional terms:

\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_  
Signature of  Judge  Master

**APPENDIX**

The following information is provided for data collection purposes only and is of no legal effect.

**THIS APPLICATION INVOLVES THE FOLLOWING:**

**Other –application by Receiver for Approval of Sale**



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

PROSPERA CREDIT UNION

PETITIONER

AND:

1143924 B.C. LTD.  
BUFFALO-GENTAI (ST. JOHNS) INVESTMENTS LIMITED PARTNERSHIP  
BUFFALO-GENTAI DEVELOPMENT LTD.  
HONGYU TINA MU  
YU YANG  
GENTAI DEVELOPMENT CORP.  
BUFFALO HOLDINGS INC.  
WJY 2015 TRUST  
CANADIAN WESTERN BANK

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

BEFORE THE HONOURABLE

)  
)  
)

THURSDAY, THE 20<sup>TH</sup> DAY  
OF OCTOBER, 2022

THE APPLICATION of The Bowra Group Inc., in its capacity as Court-appointed Receiver (the "Receiver") of all of the assets, undertakings and property of 1143924 B.C. Ltd., Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, as well as the real and personal property located at 3108 St George Street, Port Moody, B.C., owned by Hongyu Tina Mu and Yu Yang, and legally described as Parcel Identifier: 009-553-860, Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618, coming on for hearing at Vancouver, British Columbia, on the 20<sup>th</sup> day of October, 2022; AND ON HEARING William L. Roberts, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto, and no one appearing for the remaining Respondents, although duly served; AND UPON READING the material filed, including the Receiver's Second Report to the Court dated October \_\_\_\_, 2022 (the "**Second Report**") and the Second Affidavit of Linda Alexander, sworn October 11, 2022 (the "**Alexander Affidavit #2**");

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Application giving rise to this Order is hereby abridged to the time actually given.
2. The sale transaction (the "**Transaction**") contemplated by the Offer to Purchase and Agreement of Purchase and Sale dated October 7, 2022 (the "**Sale Agreement**") between the Receiver and Bene Capital (Group) Ltd. (the "**Purchaser**"), a copy of which is attached as Exhibit "A" to the Alexander Affidavit #2, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the property described in the Sale Agreement (the "**Purchased Property**").
3. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the right, title and interest of the Debtors, Hongyu Tina Mu, and Yang Yu, as applicable, in and to the Purchased Property described in the Sale Agreement, and listed on **Schedule "C"** hereto, shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Further Amended and Restated Receivership Order of this Court dated August 2, 2022; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "E"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Property are hereby expunged and discharged as against the Purchased Property.
4. Upon presentation for registration in the Land Title Office for the Land Title District of the City of Port Moody of a certified copy of this Order, together with a letter from Lawson Lundell LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
  - (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule "C"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the

same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "E"**.
- 5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Property shall stand in the place and stead of the Purchased Property, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Property with the same priority as they had with respect to the Purchased Property immediately prior to the sale, as if the Purchased Property had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
- 6. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
- 7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Property, including any personal property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule "E"**.
- 8. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
- 9. Notwithstanding:
  - (a) these proceedings;
  - (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
  - (c) any assignment in bankruptcy made by or in respect of the Debtor,

the vesting of the Purchased Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent

conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

---

Signature of William L. Roberts, lawyer for The Bowra Group Inc., in its capacity as receiver and manager, without security, of all of the assets, undertakings and property of 1143924 B.C. Ltd., Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd.

---

Signature of

---

Signature of

BY THE COURT

---

REGISTRAR

**Schedule A – List of Parties Appearing**

<b>Counsel/Party</b>	<b>Name</b>
Prospera Credit Union	Scott Stephens
Buffalo Holdings Inc. and WJY 2015 Trust	H.C. Ritchie Clark, Q.C.
Canadian Western Bank	Daniel Nugent
The Bowra Group, Receiver	William L. Roberts
Gentai Development Corp. and Hongyu Tina Mu	Dan Parlow

**Schedule B – Receiver’s Certificate**

No. S2111109  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

PROSPERA CREDIT UNION

PETITIONER

AND:

1143924 B.C. LTD.  
BUFFALO-GENTAI (ST. JOHNS)  
INVESTMENTS LIMITED PARTNERSHIP  
BUFFALO-GENTAI DEVELOPMENT LTD.  
HONGYU TINA MU  
YU YANG  
GENTAI DEVELOPMENT CORP.  
BUFFALO HOLDINGS INC.  
WJY 2015 TRUST  
CANADIAN WESTERN BANK

RESPONDENTS

**Receiver’s Certificate**

RECITALS

A. Pursuant to an Order of the Supreme Court of British Columbia (the “**Court**”) dated January 27, 2022, as amended by the Amended and Restated Receivership Order pronounced on March 25, 2022, and by the Further Amended and Restated Receivership Order pronounced on August 2, 2022, The Bowra Group Inc., was appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of the Respondents 1143924 B.C. Ltd., Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd. (collectively, the “**Debtors**”).

B. Pursuant to an Order of the Court dated October 20, 2022 (the “**Approval and Vesting Order**”), the Court approved the Offer and Agreement of Purchase and Sale dated October 7, 2022, and addenda (collectively, the “**Sale Agreement**”) between the Receiver and Bene Capital (Group) Inc. (the “**Purchaser**”), for the sum of \$17,300,000, and provided for the vesting in the Purchaser of all of the right, title and interest in and to the Purchased Property, which vesting is to be effective with respect to the Purchased Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Property; (ii) that the conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the Purchased Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at Vancouver, B.C. this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The Bowra Group Inc.  
in its capacity as Receiver and Manager of certain  
assets, undertakings and properties of the Debtors  
and of the Respondents, Hongyu Tina Mu and Yu Yang,  
and not in its personal capacity

Per: \_\_\_\_\_



### Schedule C – Purchased Property

Parcel Identifier: 009-553-860  
LOT 6 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN 11618

Parcel Identifier: 009-610-812  
LOT 1 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN 11618 EXCEPT PLAN 12019

Parcel Identifier: 003-597-393  
LOT 2 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN 11618 EXCEPT PLAN 12019

Parcel Identifier: 009-553-843  
Lot 5 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN 11618

Parcel Identifier: 002-389-886,  
LOT 7 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN 11618

Parcel Identifier: 028-989-627  
STRATA LOT 1 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
DISTRICT STRATA PLAN EPS669

Parcel Identifier: 028-989-635  
STRATA LOT 2 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
DISTRICT STRATA PLAN EPS669

Parcel Identifier: 028-989-643  
STRATA LOT 3 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
DISTRICT STRATA PLAN EPS669; and

Parcel Identifier: 028-989-651  
STRATA LOT 4 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER  
DISTRICT STRATA PLAN EPS669

(collectively, the “**Lands**”).

**Schedule D – Claims to be deleted/expunged from title to Real Property**

Nature of Charge	Registration No.
Mortgage and Assignment of Rents Westminster Savings Credit Union (now known as Prospera Credit Union)	CA7894135 CA7894136
Mortgage and Assignment of Rents Canadian Western Bank	CA6517832 CA6517833

**Schedule E – Permitted Encumbrances, Easements and Restrictive Covenants**  
**related to Real Property**

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

NO. S2111109  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PROSPERA CREDIT UNION

PETITIONER

AND:

1143924 B.C. LTD.  
AND OTHERS

RESPONDENTS

---

NOTICE OF APPLICATION

---



Barristers & Solicitors  
1600 Cathedral Place  
925 West Georgia Street  
Vancouver, BC V6C 3L2  
Phone: (604) 631-9163  
Attention: William L. Roberts