



This is the Affidavit #2 of Linda Alexander in this case
and was made on October 11, 2022

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

AFFIDAVIT

I, Linda Alexander, Paralegal, of 1600-925 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, SWEAR THAT:

1. I am a Paralegal with the law firm of Lawson Lundell LLP, solicitors for the Applicant, The Bowra Group Inc. in its capacity as court-appointed receiver (the "**Receiver**"), and as such have personal knowledge of the matters herein deposed to, except where stated to be based on information and belief, in which case I verily believe them to be true.
2. The Receiver is seeking an Order approving the sale of the lands and premises being the subject of this application (the "**Development Project**"), which are located at 3101-3103 St. Johns Street, 3104-3112 St. George Street and 123-129 Buller Street, Port Moody, British Columbia.

This is Exhibit "F" referred to in the

affidavit of LINDA ALEXANDER

made before me on Oct 11 2022

[Handwritten signature]
A Commissioner for taking Affidavits
for British Columbia

OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE

To:

THE BOWRA GROUP INC. (the "Receiver") in its capacity as court-appointed receiver of, inter alia, certain assets of 1143924 B.C. Ltd., Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd., One Bentall Centre, 505 Burrard Street, Suite 430, Vancouver, BC V7X 1M3

**ARTICLE 1.
DEFINITIONS**

1.1 The following terms shall have the following meanings:

- (a) "Acceptance Date" means the date this Agreement is executed and accepted by the Vendor and the Purchaser;
- (b) "Action" means B.C.S.C. Action No.S2111109 (Vancouver Registry);
- (c) "Agreement" means this agreement and all schedules attached hereto;
- (d) "Applicable Laws" means, with respect to any person or property, any federal provincial, municipal or local statute, law, ordinance, regulation, by-law or order applicable to or binding upon such person or property or to which that person or property is subject;
- (e) "Business Day" means every day except Saturdays, Sundays and statutory holidays in British Columbia;
- (f) "City" means the City of Port Moody; *45 (forty-five)*
- (g) "Closing Date" means ~~40 (Forty) business~~ *45 (forty-five)* days following satisfaction of the Vendor's Conditions, or such other later date as may be agreed to by the Purchaser and the Vendor; *[Handwritten initials]*
- (h) "Contaminants" means any substance, including without limitation urea formaldehyde, hydrocarbons, lead, polychlorinated biphenyls ("PCB's"), asbestos, vermiculite, mould, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, hazardous wastes, wastes (including wood waste), pesticides, defoliants, and any material, including without limitation radioactive materials, asbestos-containing materials, PCB-containing equipment or materials, underground or above-ground tanks, and any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or a combination of any of them, the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into or presence in, the environment of which is now or hereinafter prohibited, controlled or regulated under Environmental Laws;

[Handwritten initials]

- (i) "Court" means the British Columbia Supreme Court;
- (j) "Deposit" means the First Deposit and the Second Deposit collectively, and all interest accrued thereon;
- (k) "Environmental Condition" means:
 - (i) the presence at any time before or after the date of this Agreement of any Contaminants in, on, at or under the Lands or any building, improvement or structure on the Lands;
 - (ii) the release at any time before or after the date of this Agreement of any Contaminants to, or from the Lands or any building, improvement or structure on the Lands;
 - (iii) the presence at any time before or after the date of this Agreement of any Contaminants in, on, at or under any land, water, groundwater, sediments or building, improvement or structure other than the Lands where such Contaminants originated from, or otherwise resulted from any operation or activity on, the Lands before or after the date of this Agreement; and
 - (iv) any damage, contamination, pollution, impairment, alteration, destruction of or injury to, human health or safety or to the environment resulting from any activity, operation, act or omission of any kind whatsoever on, at or relating to the Lands before or after the date of this Agreement including damage, contamination, pollution, impairment, alteration or destruction of or injury to fish, fish habitat, wildlife, biota, crops, livestock, lands, soil, air (including indoor air), water, sediments, groundwater and drinking water supplies at, on or of the environment;
- (l) "Environmental Laws" means all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws, codes and regulations, including *The Environmental Management Act* (British Columbia), and the *Environmental Protection Act* (Canada);
- (m) "First Deposit" means the sum of \$2,000,000.00 (Two Million Canadian Dollars) to be paid in accordance with Section 3.3(a);
- (n) "Governmental Authority" means any federal, provincial, regional, municipal or local government, or other political subdivision thereof, or any entity, authority, agency, or court or person exercising executive, legislative, judicial, regulatory or administrative functions on behalf of any such government or other political subdivision thereof;
- (o) "Lands" means the lands legally described as Schedule "A";
- (p) "Leases" means the leases described in Schedule "B";

- (q) "Permitted Encumbrance" means the encumbrances set out in Section 11.13 and Schedule "D" attached hereto;
- (r) "Plans" mean the plans described in Schedule "C";
- (s) "Purchaser" means Bene Capital (Group) Ltd.;
- (t) "Purchaser's Conditions" means the conditions in Section 5.1;
- (u) "Purchaser's Condition Date" means 0 (Zero) days after the Acceptance Date;
- (v) "Second Deposit" means the sum of \$5,000,000.00 (Five Million Canadian Dollars) to be paid in accordance with Section 3.3(b);
- (w) "To the best of the Vendor's knowledge" means to the best of the knowledge of the Receiver;
- (x) "Vendor" means The Bowra Group Inc.;
- (y) "Vendor's Agent" means Colliers Macaulay Nicolls Inc.;
- (z) "Vendor's Condition" means the condition in Section 5.3; and
- (aa) "Vesting Order" means the vesting order transferring the lands to the Purchaser.

**ARTICLE 2.
DUE DILIGENCE**

- 2.1 **Due Diligence Materials.** The Vendor has previously provided the Purchaser with access to the data room established and maintained by the Vendor's Agent which contained the due diligence materials (collectively, the "Due Diligence Materials").

**ARTICLE 3. *Seventeen Million And Three Hundred Thousand (\$17,300,000)*
PURCHASE AND SALE, PURCHASE PRICE AND PAYMENT**

- 3.1 **Purchase and Sale.** The Purchaser hereby agrees to purchase the Lands and the Plans from the Vendor on the terms and conditions set forth herein and the Vendor agrees to sell the Lands and the Plans to the Purchaser on the terms and conditions set forth herein. The Purchaser and the Vendor acknowledge that the Lands are and shall be purchased by the Purchaser subject to the Permitted Encumbrances.
- 3.2 **Purchase Price.** The purchase price (the "Purchase Price") for the Lands and the Plans will be ~~Eight Million and Five Hundred thousand Dollars (\$8,500,000)~~ *Seventeen Million and Three Hundred Thousand Dollars (\$17,300,000)* (plus Goods and Services Taxes thereon) of lawful money of Canada, subject to adjustment pursuant to Section 7.1.
- 3.3 **Payment of Purchase Price.** The Purchase Price will be paid to the Vendor as follows:
- (a) payment of the First Deposit by the Purchaser to the Vendor's solicitors in trust within three (3) business days following execution and delivery of this Agreement

by the Vendor and the Purchaser;

- (b) payment of the Second Deposit by the Purchaser to the Vendor's solicitors in trust within three (3) business days following satisfaction or waiver of the Vendor's Condition; and
- (c) as to the balance of the Purchase Price by payment on the Closing Date of such amount by the Purchaser to the Vendor's solicitors in trust.

3.4 **Investment of Deposit.** The Vendor shall direct the Vendor's solicitor to deposit the Deposit in an interest-bearing trust account with a Canadian chartered bank forthwith following receipt thereof and to pay the Deposit and interest as may accrue thereon only as set out in this Agreement or as directed in writing by both the Vendor and the Purchaser or their respective solicitors or as directed by a court of competent jurisdiction.

3.5 **Application of Deposit:**

- (a) If the Purchaser does not give the Vendor written notice of the satisfaction or waiver of the Purchaser's Condition within the time therein provided or if the Vendor's Condition is not satisfied, then the First Deposit shall be refunded from the Vendor back to the Purchaser. The First Deposit shall be non-refundable immediately following satisfaction of the Vendor's Condition.
- (b) The Second Deposit will be paid to the Vendor:
 - (i) if the Vendor and the Purchaser complete the sale and purchase of the Lands on the Closing Date, the Deposit shall be paid to the Vendor on account of the Purchase Price; or
 - (ii) if following waiver or satisfaction of the Purchaser's Conditions and the Vendor's Condition, the sale and purchase of the Lands is not completed due to a default of the Purchaser, the Second Deposit shall be forthwith paid to the Vendor as liquidated damages (and not as a penalty) and shall represent the Vendor's sole and exclusive remedy in law or in equity as against the Purchaser in respect of such default and this Agreement will terminate upon such payment being made (except as otherwise expressly provided for herein),
- (c) The Second Deposit shall be paid to the Purchaser:
 - (i) if following waiver or satisfaction of the Purchaser's Conditions and satisfaction of the Vendor's Condition, the sale and purchase of the Lands is not completed solely by reason of the default of the Vendor and the Second Deposit (less the Ten Dollars (\$10.00)) paid by the Purchaser to the Vendor pursuant to Section 5.1), shall be paid to the Purchaser without prejudice to any other right or remedy the Purchaser may have for any damages as a result of such default, unless such default is waived in

writing by the Purchase or the Purchaser has elected not to complete the purchase of the Lands.

**ARTICLE 4.
ENVIRONMENTAL**

4.1 Searches and Examinations.

- (a) After the Acceptance Date, the Vendor shall provide reasonable cooperation to the Purchaser, at no cost to the Vendor, in connection with any due diligence, surveys, tests, inspections, and investigations which the Purchaser may desire to carry out in respect of the Lands including, without limitations, tests, inspections and investigations relating to environmental matters and condition, soils, zoning and permitted uses, development permit matters, title matters, state of repair, elevations, contours and grades, and taxes and other similar items in respect of the Lands.
- (b) After the Acceptance Date, the Vendor will permit the Purchaser, at all reasonable times, to enter upon the Lands to conduct the aforesaid due diligence, surveys, tests, inspections and investigations and shall, upon the request of the Purchaser, but at no cost to the Vendor, provide to the Purchaser within three (3) business days of receipt thereof executed consents, authorizations and directions to the City and other Governmental Authorities permitting the release to the Purchaser or the Purchaser's solicitor of information relating to the Lands. The Purchaser covenants and agrees with the Vendor to repair any damage to the Lands or to any improvements located thereon which may result from the Purchaser's due diligence investigations. If the Purchaser fails to repair any such damage, the Vendor shall be entitled in addition to any other rights or remedies available to it to deduct from the Deposit any costs incurred by the Vendor in repairing such damage.
- (c) The Purchaser's access to the Lands for such purposes will be at reasonable times scheduled by the Vendor at the Purchaser's request and, at the option of the Vendor, subject to the Vendor's supervision. Any access will be at the Purchaser's sole risk and expense.
- (d) In the event the Purchaser does not waive the Purchaser's Condition or if the Purchaser fails to complete its purchase of the Lands for any reason (other than that default of the Vendor hereunder), the Purchaser will provide the Vendor with a copy of all of the Purchaser's environmental, geotechnical and other reports prepared on the Purchaser's behalf by all third parties with respect to the Lands (the "Purchaser's Reports"). The Purchaser shall use its reasonable commercial efforts to cause its consultants to issue letters addressed to the Vendor allowing the Vendor to rely on the Purchaser's Reports. The Vendor shall be responsible for the costs of such letters. The Vendor acknowledges that none of the Purchaser, the Purchaser's directors or officers, the Purchaser's solicitors, the Purchaser's environmental consultants or any other individuals for whom the Purchaser may

be responsible for in law have any liability to the Vendor whatsoever for any errors, omissions or inaccuracies in the Purchaser's Reports and the Vendor hereby expressly releases the Purchaser, the Purchaser's directors, officers, the Purchaser's environmental consultants and any individuals for whom the Purchaser may be responsible for in law, with respect to any liability whatsoever arising from the Purchaser's Reports.

4.2 Environmental Condition of Lands. The Purchaser hereby acknowledges and agrees that:

- (a) The Vendor has not made any representation or warranty whatsoever as to the suitability of the Lands (including any improvements thereon) for the Purchaser's intended purposes, or the extent to which the Lands comply with applicable zoning, health or safety standards or Applicable Laws; and
- (b) the Purchaser is acquiring the Lands on an "as is and where is" basis, without any representation or warranty by the Vendor with respect to the Land's compliance with Environmental Laws or with respect to the Environmental Condition of the Lands, and the Purchaser acknowledges and agrees that the Purchaser is responsible to satisfy itself, and to rely on its own investigations to verify, the existence and extent of any Contaminants in, on or migrating to or from the Lands and that the Environmental Condition of the Lands is otherwise satisfactory.

4.3 Site Disclosure Reports. The Purchaser hereby acknowledges and agrees that the Purchaser hereby waives any requirement for the Vendor to provide the Purchaser with a Site Disclosure Report under the *Environmental Management Act* (British Columbia).

ARTICLE 5. CONDITION PRECEDENT

5.1 Purchaser's Conditions Precedent. The obligation of the Purchaser to complete the purchase of the Lands on the Closing Date is subject to the following conditions precedent having been waived by the Purchaser in writing, or satisfied in its sole discretion, on or before 4:00 p.m. on the Purchaser's Condition Date:

- (a) its review of the state of title of the Lands, including any Permitted Encumbrance and registered charges, affecting the Lands;
- (b) its due diligence tests, reviews, inspections and investigations of the Lands, including any environmental and geotechnical investigation the Purchaser, in its sole discretion chooses to undertake;
- (c) its review of the Due Diligence Materials; and
- (d) any feasibility study concerning the development potential on the Lands, which the Purchaser, in its sole discretion chooses to undertake.

In consideration of Ten Dollars (\$10.00) non-refundable to be paid by the Purchaser to the Vendor as part of, and included in, the First Deposit payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Vendor, the Vendor agrees not to revoke its acceptance of the Purchaser's offer herein while this Agreement remains subject to the Purchaser's Condition.

- 5.2 **Purchaser's Waiver and Satisfaction.** The Purchaser's Condition is for the Purchaser's sole benefit and may be waived, unilaterally by the Purchaser, at the Purchaser's election. The Purchaser's Condition will not be considered satisfied unless the Purchaser confirms to the Vendor in writing that the Purchaser's Condition has been satisfied. If the Purchaser does not give the Vendor written notice of the satisfaction or waiver of the Purchaser's Condition within the time therein provided then the Purchaser's obligation to purchase, and the Vendor's obligation to sell, the Lands will be at an end.
- 5.3 **Vendor's Condition Precedent.** The obligation of the Vendor to complete the sale of the Lands on the Closing Date is subject to the following condition precedent having been satisfied by the Vendor, on or before 4:00 p.m. on the 30th day after the waiver or satisfaction of the Purchaser's Conditions:

- (a) the Vendor obtaining approval of the Court of the transaction contemplated by this Agreement.

In consideration of Ten Dollars (\$10.00) non-refundable to be paid by the Vendor to the Purchaser and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the Vendor's Condition.

- 5.4 **Vendor's Satisfaction.** The Vendor's Condition is for the mutual benefit of the parties and may not be waived. The Vendor's Condition will not be considered satisfied unless the Vendor confirms to the Purchaser in writing that the Vendor's Condition has been satisfied. If the Vendor does not give the Purchaser written notice of the satisfaction of the Vendor's Condition within the time therein provided then the Purchaser's obligation to purchase, and the Vendor's obligation to sell, the Lands will be at an end.

ARTICLE 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 6.1 **Vendor's Representations, Warranties and Covenants.** The Vendor hereby represents, warrants and covenants as follows:
- (a) the Vendor has, subject to the approval of the Court in the Action, the full power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein;
- (b) the Lands will, on the Closing Date, be conveyed to the Purchaser free and clear of any and all easements, rights of way, liens, mortgages, charges, pledges, security interests, leases and other encumbrances of whatsoever a nature or howsoever arising and any rights or privileges capable of becoming any of the

foregoing, save and except for the Permitted Encumbrances or as provided in the Vesting Order;

- (c) effective as of the Closing Date, to the best of the Vendor's knowledge, there will be no tenants on the Lands and no leases affecting the Lands other than those listed in Schedule "B".

6.2 Survival of Vendor's Representations, Warranties and Covenants. The Vendor agrees that all representations, warranties and covenants set forth in this Agreement shall be true and correct on and as at the Closing Date as though made or given on such date, and that all such representations and warranties and all covenants, agreements and obligations of the Vendor hereunder shall not be discharged by nor merged in the closing of the transactions required and contemplated herein but shall survive such closing for a period of one year and, notwithstanding such closing, shall remain in full force and effect for the benefit of the Purchaser for a period of one year from the Closing Date.

6.3 Purchaser's Representations, Warranties and Covenants. The Purchaser hereby represents, warrants and covenants as follows:

- (a) the Purchaser is duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Lands and has full power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein;
- (b) the Purchaser is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada);
- (c) the Purchaser will provide the Vendor with copies of all of the Purchaser's Reports together with such related reliance letters as the Purchaser has been able to obtain, if the Purchaser does not complete the purchase of the Lands.
- (d) there is no action or proceeding pending or to the Purchaser's acknowledge threatened against the Purchaser before any court, arbiter, arbitrator panel or administrative tribunal or agency which, if decided adversely to the Purchaser, might materially affect the Purchaser's ability to perform any of the Purchaser's obligations hereunder; and
- (e) no consent or approval or registration, declaration or filing with, any governmental commission, board, court or other regulatory body is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of any of the Purchaser's obligations hereunder.

- 6.4 **Survival of Purchaser's Representations, Warranties and Covenants.** The Purchaser agrees that all representations, warranties and covenants set forth in this Agreement shall be true and correct on and as at the Closing Date as though made or given on such date, and that all such representations and warranties and all covenants, agreements and obligations of the Purchaser hereunder shall not be discharged by nor merged in the closing of the transactions required and contemplated herein but shall survive such closing for a period of one year and, notwithstanding such closing, shall remain in full force and effect for the benefit of the Vendor for a period of one year from the Closing Date.
- 6.5 **Plans.** On the Closing Date the Vendor shall assign any rights it has to the Plans to the Purchaser.
- 6.6 **As Is/Where Is.** The Purchaser acknowledges that the Lands are being purchased "as is, where is" without warranty of any kind including, without limitation, warranties of merchantability and/or fitness for a particular purpose, and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Lands, and agrees to accept the Lands subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.

**ARTICLE 7.
COMPLETION AND ADJUSTMENT**

- 7.1 **Adjustments.** The Purchase Price shall be subject to adjustment for property taxes and any other items of income and expense, usually the subject of adjustment between a vendor and purchaser of real property, calculated as at the Closing Date. The Vendor will be responsible for and shall pay in full all local improvement taxes, rates, utilities, levies, assessments and other charges levied, assessed or charged against the Lands and due up to the Closing Date and the Purchaser shall assume and be responsible for all local improvement taxes, rates, utilities, assessments and other charges levied or charged against the Lands after the Closing Date.
- 7.2 **Possession.** Upon payment in full by the Purchaser of the Purchase Price the Vendor will deliver to the Purchaser possession of the Lands immediately upon closing, free from all encumbrances except the Permitted Encumbrances.

**ARTICLE 8.
PREPARATION OF CLOSING DOCUMENTS**

- 8.1 **Delivery of Closing Documents by Vendor.** On or before the Closing Date, the Vendor will cause the Vendor's solicitors to deliver to the Purchaser's solicitors the following documents, duly executed by the Vendor and the other signatories thereto, to be dealt with pursuant to Article 10:

- (a) Vesting Order in the Action conveying the Lands and the Plans to the Purchaser, subject only to the Permitted Encumbrances;
- (b) a bill of sale for the Plans;
- (c) a Statement of Adjustments prepared in accordance with Section 7.1;
- (d) assignment of the Plans;
- (e) an an assignment of the Leases;
- (f) a certificate of a representative of the Vendor, dated the Closing Date that, to the best of his knowledge, each of the warranties and representations of the Vendor set out in this Agreement is true and accurate on the Closing Date in all material respects; and
- (g) such further documentation relating to the completion of the transactions contemplated herein as the Purchaser may reasonably require.

8.2 Delivery of Closing Documents by Purchaser. On or before the Closing Date, the Purchaser will cause the Purchaser's solicitors to deliver to the Vendor's solicitors the following documents to be dealt with pursuant to Article 10:

- (a) any documents contemplated by Section 8.1 which require execution or delivery by the Purchaser, executed by the Purchaser;
- (b) an assignment of the Plans;
- (c) an assignment of the Leases;
- (d) a certificate of a representative of the Purchaser, dated the Closing Date that, to the best of his knowledge, each of the warranties and representations of the Purchaser set out in this Agreement is true and accurate on the Closing Date in all material respects; and
- (e) the GST Certificate, executed by the Purchaser.

8.3 Preparation of Closing Documents. The closing documents contemplated in Sections 8.1 and 8.2 other than the Vesting Order, will be prepared by the Purchaser's solicitors and delivered to the Vendor's solicitors at least five (5) business days prior to the Closing Date. All documents referred to in Sections 8.1 and 8.2 shall be in form and substance satisfactory to the solicitors for the party entitled to delivery thereof, acting reasonably.

ARTICLE 9. CLOSING PROCEDURE

- 9.1 **Payment in Trust.** On or before the Closing Date, the Purchaser will pay to the Purchaser's solicitors in trust the amount due to the Vendor pursuant to Section 3.3(c), as adjusted pursuant to Section 7.1.
- 9.2 **Registration.** Forthwith following the delivery by the Purchaser's solicitors of the documents pursuant to Section 8.2 and the payment to the Purchaser's solicitors referred to in Section 9.1 and after receipt by the Purchaser's solicitors of the documents referred to in Section 8.1, the Purchaser will cause the Purchaser's solicitors to file in the Land Title Office on the Closing Date the Vesting Order, and the Purchaser's mortgage.
- 9.3 **Closing.** Forthwith following the filings referred to in Section 9.2 and upon the Purchaser's solicitors being satisfied as to the title to the Lands, after conducting a post filing for registration check of the Lands disclosing only the following:
- (a) the existing title numbers to the Lands;
 - (b) the Permitted Encumbrances;
 - (c) pending numbers assigned to the Vesting Order and the Purchaser's mortgage; and
 - (d) pending numbers assigned to any additional documents deposited for registration by or at the direction of the Purchaser.

the Purchaser will cause the Purchaser's solicitors to deliver a wire transfer payable to the Vendor's solicitors in trust on the Closing Date for the amount due to the Vendor pursuant to Section 3.3(c), as adjusted pursuant to Section 7.1, and thereupon the Purchaser's solicitors shall be entitled to release the documents referred to in Section 8.1 to the Purchaser and the Vendor's solicitors shall be entitled to release to the Vendor the documents referred to in Section 8.2 and the Vendor's solicitors shall be entitled to (and shall be directed by the parties to) release the Deposit to the Vendor.

- 9.4 **Concurrent Requirements.** It is a condition of this Agreement that all requirements of Sections 9.1 to 9.3 are concurrent requirements and it is specifically agreed that nothing will be completed on the Closing Date until everything required to be paid, executed and delivered on the Closing Date has been so paid, executed and delivered and until the Purchaser's solicitors have satisfied themselves as to title pursuant to Section 9.3.
- 9.5 **Discharge of Encumbrances by Vendor.** If on the Closing Date there are any judgments, liens, claims of lien or other financial charges against title to the Lands which are not Permitted Encumbrances, the Vendor will not be required to clear the title to the Lands prior to the receipt of the net sales proceeds of the Lands, but will be obligated to do so forthwith following receipt of such net sales proceeds and, in that event, the Purchaser's solicitors may pay the net sales proceeds to the Vendor's solicitors on the condition that the Vendor's solicitors undertake to discharge any such judgment, lien, claim of lien or other financial charge.

- 9.6 **Risk.** This Agreement shall constitute a binding contract of purchase and sale and TIME SHALL IN ALL RESPECTS BE OF THE ESSENCE. The Lands shall be and remain at the risk of the Vendor until the consummation of the purchase and sale on the Closing Date.
- 9.7 **Documents.** All conveyance documents shall be prepared by the Purchaser at its expense. The Vesting Order shall be registered by the Purchaser at the expense of the Purchaser. Money may be tendered by way of wire transfer, bank draft, certified solicitor's trust cheque or a certified cheque drawn on a chartered bank or trust company.
- 9.8 **Commission.**
- (a) The Vendor will be responsible for the commission payable to the Vendor's Agent.
 - (b) The Purchaser acknowledges, represents and agrees that it has dealt with no broker or agent in respect of this transaction.

**ARTICLE 10.
MISCELLANEOUS**

- 10.1 **Notices.** Except as otherwise provided herein, a notice, demand or request required or permitted hereunder shall be sufficiently given if personally delivered or sent by e-mail or facsimile transmission to:

As to the Purchaser:

Bene Capital (Group) Ltd.
148-13071 Vanier Place, Richmond, BC Canada V6V 2J1
Attention: Alan Li
Fax No.: N/A
E-mail: Alan@benecanada.com
Tele: 604.370.6700

copy to:

Attention: Xingyu Gao
Fax No.: N/A
E-mail: xingyugaoroy@gmail.com

and a copy to:

Koffman Kafef LLP
19th Floor – 885 West Georgia Street
Vancouver, BC V6C 3H4
Attention: Patrick Julian
Fax: (604) 891-3605
E-mail: pjj@kkbl.com

As to the Vendor:

The Bowra Group Inc.
 One Bentall Centre, 505 Burrard Street, Suite 430
 Vancouver, BC V7X 1M3
 Attention:
 Fax No.:
 E-mail:

copy to:

Lawson Lundell LLP
 1600 - 925 West Georgia Street
 Vancouver, BC V6C 3L2
 Attention: Edward L. Wilson
 Fax: (604) 694-2955
 E-mail: ewilson@lawsonlundell.com

and a copy to:

Colliers Macaulay Nicolls Inc.
 19th Floor - 200 Granville Street
 Vancouver, BC V6C 2R6
 Attention: Hart Buck
 Fax: (604) 661-0849
 E-mail: Hart.Buck@colliers.com

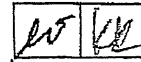
and any such notice, demand or request shall be deemed to have been received at the time it was delivered in the case of delivery or at the time of transmission in the case of e-mail or facsimile transmission. Either party may change its address by written notice given to the other party in the manner aforesaid.


- 10.2 **Interpretation.** Words importing the singular number only shall include the plural, and vice versa, words importing the masculine gender shall include the feminine gender and neuter gender and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, government or governmental board, agency or instrumentality. The division of this Agreement into Sections and the Section headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 10.3 **Confidentiality.** Unless the transaction contemplated by this Agreement is completed, the Purchaser and Vendor will keep all negotiations regarding the Lands confidential and the Purchaser will not disclose to any third party the contents or effects of any document, materials or information provided pursuant to or obtained in relation to this Agreement without the prior written consent of the Vendor, except that each of the Purchaser and the Vendor may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and

expect that the Purchaser and the Vendor may disclose the same as required by law or in connection with the proposed sale and purchase of the Lands or in connection with any legal proceedings related to this Agreement. Furthermore, the Purchaser and the Vendor agree that no press or other publicity release or communication to the general public concerning the proposed transaction will be issued without the other party's prior written approval, unless such disclosure is required by law.

- 10.4 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 10.5 **Fees and Expenses.** **Each party will pay its own legal fees.** The Purchaser will be responsible for all registration fees and for any other amounts which may be payable in connection with the registration of any documents registered in connection with the completion of the sale and purchase of the Lands.
- 10.6 **Goods and Services Tax.** The Purchase Price does not include Goods and Services Tax, if any, which shall be payable by the Purchaser. The Purchaser shall be responsible for any GST payable with respect to its purchase of the Lands. If the Purchaser is a registrant pursuant to the *Excise Tax Act* (the "Act") for GST purposes, the Purchaser shall provide the Vendor, at Closing, with a GST declaration and indemnity of the Purchaser in a form reasonable acceptable to the Vendor. If the Vendor is required to remit the GST with respect to the purchase of the Lands, by virtue of the fact that the Purchaser is not a registrant pursuant to the Act for GST purposes, the Purchaser shall deliver to the Vendor, on the Closing Date, a certified or solicitor's trust cheque in the amount of the GST payable in respect of the purchase by the Purchaser of the Lands.
- 10.7 **Further Assurances.** Each of the Vendor and the Purchaser shall from time to time execute and deliver all such further deeds, conveyances, transfers, documents and other instruments and do all acts and things as the other party may reasonably require in order to effectively carry out the full intent and meaning of this Agreement.
- 10.8 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of British Columbia. Each of the parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 10.9 **Assignment.** The Purchaser shall not be entitled to assign its interest in this Agreement except to an entity controlled by the Purchaser, an entity that has some ownership common to the Purchaser, or an affiliate (as such term is defined in the *British Columbia Business Corporations Act*), subsidiary, associate or related party of the Purchaser, without the prior written consent of the Vendor and the Vendor is entitled to any profit resulting from the assignment by the Purchaser or assignee of the Purchaser. A change of control of the Purchaser shall be deemed to be an assignment and shall require the prior written consent of the Vendor.

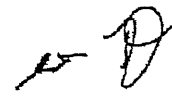
3 P.M. on October 7, 2022



- 10.10 Offer and Acceptance. Acceptance of this Offer may be made by the Vendor e-mailing a PDF or faxing an accepted copy of this Offer to the Purchaser on or before 5:00 p.m. on ~~October 5th, 2022~~ ~~September 30th, 2022~~ ^{12:00 p.m. on} 
- 10.11 Facsimile and Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the parties executing such counterpart and all of which shall be considered one and the same instrument and may be delivered by electronic means.

**ARTICLE 11.
SPECIAL TERMS**

- 11.1 Vendor. All references to Vendor in this Agreement and in this Schedule mean The Bowra Group Inc. (the "Receiver") in its capacity as court-appointed receiver of, inter alia, certain assets of 1143924 B.C. Ltd., Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd. (collectively, the "Debtors"), and specifically the Receiver's interest in and to the Lands, pursuant to the Court Order made in the Action on January 27, 2022, as amended and restated by the Court Orders made in the Proceeding on March 25, 2022 and August 2, 2022, and not as vendor or owner.
- 11.2 Court Approval. The Receiver agrees, subject to the other terms of this Agreement, to present this Agreement to the Court for approval, once all subject conditions, save for such court-approval, have been waived or declared fulfilled, and in so doing is not contractually or otherwise liable to the Purchaser or any other party in any way.
- 11.3 As Is/Where Is. The Purchaser accepts the Lands "as is, where is" as of the Possession Date and saves the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Lands, and agrees to accept the Lands subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
- 11.4 No Representations. The Purchaser acknowledges and agrees that the Receiver is not the owner of the Lands, and the Purchaser acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Lands. The Purchaser acknowledges and agrees that they have relied entirely upon their own inspection and investigation with respect to quantity, quality and value of the Lands, and that it may change between the date of viewing of the Lands and the Possession Date.
- 11.5 Not the Owner. The Purchaser acknowledges and agrees that the Receiver is not the registered owner of the Lands and can make no representations as to the use of the Lands, its occupancy or vacancy, or the residency of the registered owner. To the extent any information or declaration is made by the Receiver in respect of such matters and to enable closing, they are made on information and belief and are not to be relied upon by the Purchaser.



- 11.6 **Income Tax Act.** The Receiver makes no representations as to residency of the registered owner of the Lands and will make no representations or declarations about that at closing. The Purchaser hereby warrants and represents to the Receiver that the Purchaser has made reasonable inquiry within the meaning of s. 116(5)(a) of the *Income Tax Act* and is satisfied that the registered owner(s) of the Land are, or if more than one are, Canadian residents. The Purchaser agrees that upon completion the Purchaser will pay to the Receiver, subject only to those adjustments to which the Receiver has agreed in writing, the full purchase price owing on the purchase under this Agreement without holdback under s. 116(5) of the *Income Tax Act* or related sections.
- 11.7 **No Personal Property.** The Purchaser acknowledges and agrees that the assets to be purchased under this Agreement do not include any personal property or chattels except as expressly provided herein, and that any personal property or chattels remaining in the premises on the Lands which are taken by the Purchaser at their own risk and expense, without representation or warranty of any kind from the Receiver as to the ownership or state of repair of any such personal property or chattels.
- 11.8 **Special Assessments.** Notwithstanding s. 109 of the *Strata Property Act* S.B.C. 1998 c. 43, the Purchaser agrees that, the Purchaser will be responsible for payment of all special assessments levied against the Lands, both before and after the date of this Agreement, including all special assessments levied prior to the Completion Date, together with all assessments which may be levied and become payable at any time after the Completion Date, whether known or unknown, or anticipated at any time prior. The Receiver will only be responsible for payment of monthly maintenance arrears that are due and owing to the subject strata corporation on the Completion Date.
- 11.9 **Damages.** The Receiver is not and will not be liable to the Purchaser nor to anyone claiming by, through or under the Purchaser for any damages, costs or expenses for damage caused to the Lands by the registered owner of the Lands or its tenants, guests, assigns, agents or by persons unknown.
- 11.10 **Competing Offers** The Purchaser acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate in favour of other offers in order to obtain the highest price for the Lands. The Receiver gives no undertaking to advocate the acceptance of this Agreement. To protect their interests in purchasing the Lands, the Purchaser acknowledges and agrees that they should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Lands as the Court may permit or direct.
- 11.11 **Termination of Contract.** This Agreement may be terminated at the Receiver's sole option if at any time prior to Court approval.
- (a) the Court varies or vacates the receivership order to remove or impede the Receiver's ability to market the Lands for sale; or

- (b) the Receiver determines, in its sole discretion, that it is inadvisable to present this Agreement to the Court for any reason whatsoever,

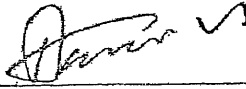
and in any such event the Receiver shall have no further obligations or liability to the Purchaser under this Agreement or otherwise. This condition is for the sole benefit of the Receiver.

- 11.12 **Permitted Encumbrances**. The Purchaser acknowledges and agrees that they are purchasing title in the Lands free and clear of all encumbrances of the parties to the proceedings concerning the Lands brought by the Receiver in the Supreme Court of British Columbia, in accordance with the Vesting Order as may be made in the Action 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, if any, and the Permitted Encumbrances.
- 11.13 **Property Disclosure Statement**. No property condition disclosure statement concerning the Lands forms part of this Agreement, regardless of whether or not such a statement is attached to it.
- 11.14 **Extension by Receiver**. The Receiver may, in its sole discretion, extend the Completion Date by up to ten (10) days.
- 11.15 **Funds**. All funds payable by the Purchaser in connection with this Agreement will be by wire, certified cheque, or a Lawyer's/Notary's bank draft, or certified trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

DATED this 21st day of September, 2022

BENE CAPITAL (GROUP) LTD.

Per: 

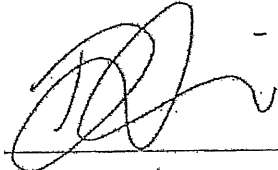
ACCEPTANCE:

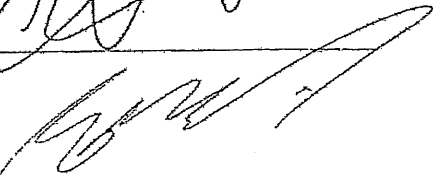
The undersigned hereby accepts the above Offer on the terms and conditions contained herein.

DATED this 26 day of September, 2022.

7th OCTOBER

THE BOWRA GROUP INC. (the "Receiver") in its capacity as court-appointed receiver of, inter alia, certain assets of 1143924 B.C. Ltd., Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd.

Per: 

Per: 

SCHEDULE "A"
Lands

1. Parcel Identifier: 009-553-860
LOT 6 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
11618;
2. Parcel Identifier: 009-610-812
LOT 1 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
11618 EXCEPT PLAN 12019;
3. Parcel Identifier: 003-597-393
LOT 2 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 11618 EXCEPT PLAN 12019;
4. Parcel Identifier: 009-553-843
LOT 5 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 11618;
5. Parcel Identifier: 002-389-886
LOT 7 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 11618;
6. Parcel Identifier: 028-989-627
STRATA LOT 1 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN EPS669;
7. Parcel Identifier: 028-989-635
STRATA LOT 2 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN EPS669;
8. Parcel Identifier: 028-989-643
STRATA LOT 3 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN EPS669; and
9. Parcel Identifier: 028-989-651
STRATA LOT 4 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN EPS669



SCHEDULE "B"
Leases

Handwritten signature or initials in black ink, appearing to be 'JR' with a flourish.

SCHEDULE "C"
Plans



SCHEDULE "D"
Permitted Encumbrances

The Leases listed in Schedule "B" shall be Permitted Encumbrances.



This Addendum No. 1 dated for reference the 7th day of October, 2022 shall be attached to and become a part of the Offer to Purchase and Agreement of Purchase and Sale (the "Agreement") dated the 21st day of September 2022 between **BENE CAPITAL (GROUP) LTD.** (the "Purchaser") and **THE BOWRA GROUP INC.** (the "Receiver") in its capacity as court-appointed receiver of, inter alia, certain assets of 1143924 B.C. Ltd, Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd. (the "Vendor")

Address: 3101-3103 St. Johns Street, 3104-3112 St. George Street
and 123-129 Buller Street
Port Moody, B.C.

Legal Address: See Schedule "A"

1. Removal of Purchaser's Conditions Precedent

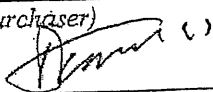
The Purchaser hereby notifies the Vendor that the Purchaser's Conditions Precedent contained in Clause 5.1 (a), (b), (c) and (d) of the Agreement have been satisfied and are hereby waived. For reference, the Purchaser's Conditions Precedent in Clause 5.1 (a), (b), (c) and (d) read as follows:

- "(a) its review of the state of the title of the Lands, including any Permitted Encumbrance and registered charges, affecting the Lands;
- (b) its due diligence tests, reviews, inspections, and investigations of the Lands, including any environmental and geotechnical investigation the Purchaser, in its sole discretion chooses to undertake;
- (c) its review of the Due Diligence Materials; and
- (d) any feasibility study concerning the development potential of the Lands, which the Purchaser, in its sole discretion chooses to undertake."

Save as hereby amended, all of the terms and conditions of the Agreement are hereby ratified and confirmed and shall be in full force and effect, and time remains of the essence thereof. This Addendum shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Addendum may be executed and delivered in counterpart by facsimile or otherwise and each counterpart shall constitute an original and together shall constitute one and the same agreement.

BENE CAPITAL (GROUP) LTD.

(Purchaser)



Authorized Signatory

Oct 7 2022

Date

SCHEDULE "A"
Lands

1. Parcel Identifier: 009-553-860
LOT 6 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
11618;
2. Parcel Identifier: 009-610-812
LOT 1 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
11618 EXCEPT PLAN 12019;
3. Parcel Identifier: 003-597-393
LOT 2 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 11618 EXCEPT PLAN 12019;
4. Parcel Identifier: 009-553-843
LOT 5 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 11618;
5. Parcel Identifier: 002-389-886
LOT 7 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 11618;
6. Parcel Identifier: 028-989-627
STRATA LOT 1 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN EPS669;
7. Parcel Identifier: 028-989-635
STRATA LOT 2 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN EPS669;
8. Parcel Identifier: 028-989-643
STRATA LOT 3 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN EPS669; and
9. Parcel Identifier: 028-989-651
STRATA LOT 4 DISTRICT LOT 190 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN EPS669

No. S2111109
Vancouver Registry

IN THE SUPREME COURT OF BRITISH
COLUMBIA

BETWEEN: PROSPERA CREDIT UNION PETITIONER

AND: 1143924 B.C. LTD.
AND OTHERS RESPONDENTS

AFFIDAVIT



Barristers and Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, BC V6C 3L2
Phone: (604) 685-3456

Attention: William L. Roberts
Email: wroberts@lawsonlundell.com