

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

ORDER MADE AFTER APPLICATION

(Approval of Activities and Fees, Distribution, and Discharge)

BEFORE THE HONOURABLE)
JUSTICE MATTHEWS) WEDNESDAY, THE 8TH DAY
) OF MARCH, 2023
)

ON THE APPLICATION of MNP Ltd. (“MNP”) in its capacity as substituted Court-appointed receiver and manager for The Bowra Group Inc. (“TBG”, and together with MNP, in each of their respective capacities as Court-appointed Receiver, the “Receiver”), 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”) coming on for hearing on Wednesday, March 8, 2023 at Vancouver, British Columbia, AND ON HEARING William L. Roberts, counsel for the Receiver, and those other counsel listed on

Schedule “A” hereto; AND UPON READING the material filed herein, including the First Report of the Receiver dated July 15, 2022 (the “**First Report**”), the Second Report of the Receiver dated October 12, 2022 (the “**Second Report**”), and the Third Report of the Receiver dated February 27, 2023 (the “**Third Report**”, and together with the First Report and the Second Report, the “**Receiver’s Reports**”), the Affidavit #2 of Douglas Chivers (the “**Receiver’s Fee Affidavit**”), and the Affidavit #1 of William L. Roberts (the “**Legal Fee Affidavit**”);

THIS COURT ORDERS that:

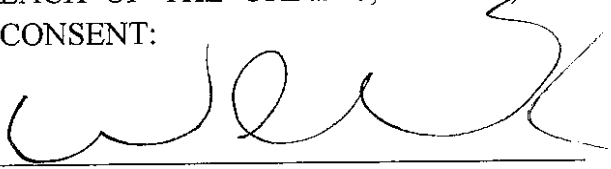
1. The time for service of the Notice of Application and supporting materials is hereby abridged such that the Notice of Motion is properly returnable today and service thereof upon any interested party other than those parties on the Service List is hereby dispensed with.
2. The activities of the Receiver, as set out in the Receiver’s Reports, be and are hereby approved.
3. The fees and disbursements of the Receiver and its counsel, as set out in the Third Report, the Receiver’s Fee Affidavit, and the Legal Fee Affidavit, including the estimate of fees to conclude the within receivership proceedings (the “**Final Professional Amounts**”), be and are hereby approved, and the Receiver is hereby authorized to pay the Final Professional Amounts to itself and its counsel.
4. After payment of the Final Professional Amounts to the Receiver and its counsel, the Receiver is hereby directed and authorized, without further Order of this Court, to distribute the balance of the net sale proceeds held by the Receiver, as follows:
 - (a) first, to Bell Alliance LLP in the amount of \$4,208; and
 - (b) second, the sum of \$405,513 to PKT Holdings Inc., which amount represents the full repayment of the loan made by PKT Holdings Inc. after deducting amount payable by PKT Holdings to the receiver in relation to the sale of the subject assets;
 - (c) third, the sum of \$2,976,672 to Bridgehouse Law, solicitors for Buffalo-Megan Holdings Ltd., \$731,352 of which shall be held in trust by Bridgehouse Law subject to further court order or agreement between Buffalo-Megan Holdings Ltd. and Xuemei Huang, so long as Xuemei Huang files an application on or before March 20, 2023, seeking that these be preserved;
 - (d) fourth, any remaining funds to be distributed by the Receiver to the limited partners of Buffalo-Gentai (St. Johns) Investments Limited Partnership
5. Upon the Receiver filing a discharge certificate in substantially the form attached hereto as **Schedule “B”** (the “**Discharge Certificate**”), the Receiver shall be discharged as Receiver

of the assets, undertaking and property of the Debtors, provided that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of each of TBG and MNP, each in their capacity as Receiver.

6. Upon the Receiver filing the Discharge Certificate, TBG and MNP are hereby released and discharged from any and all liability that TBG or MNP now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of TBG or MNP while acting in their capacity as the Receiver in the within proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, TBG and MNP are hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceeding, save and except for any gross negligence or wilful misconduct on the Receiver's part.
7. Notwithstanding this Order, MNP will continue to have all of the protections afforded to it under the Receivership Order including but not limited to, paragraphs 7, 15, 19 of that Order.
8. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Receiver 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 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.
9. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act* and regulations thereto, any other applicable enactment or any other Order of this Court.

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

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:



COUNSEL FOR THE RECEIVER

BY THE COURT 

REGISTRAR

Schedule A – List of Parties Appearing

Party	Name of Counsel
Gentai Development Corp. and Hongyu Tina Mu	Dan Parlow
Buffalo Holdings Inc. and WJY 2015 Trust	H.C. Ritchie Clark, K.C.
Xuemei Huang	Brent Desruisseaux

SCHEDULE "B"

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RESPONDENTS

RECEIVER'S DISCHARGE CERTIFICATE**RECITALS:**

- A. Pursuant to the Order of Justice Groves of the Supreme Court of British Columbia (the "**Court**") pronounced on January 27, 2022, as amended and restated by further Orders of the Court pronounced on March 25, 2022 and August 2, 2022 (as amended and restated, the "**Receivership Order**"), The Bowra Group Inc. ("**TBG**") was appointed as receiver, without security, of all the assets, undertakings and properties of 1143924 B.C. Ltd., Buffalo-Gentai (St. Johns) Investment Limited Partnership and Buffalo-Gentai Development Ltd. (collectively, the "**Debtors**").
- B. On December 1, 2022, TBG and MNP Ltd. ("**MNP**") concluded a transaction for MNP to acquire the consumer and corporate insolvency and restructuring practice of TBG (the "**Transaction**"). As a result of the Transaction, by Order pronounced December 21, 2022 in action number S2210003, MNP was substituted in place of TBG as the court-appointed

receiver in these receivership proceedings amongst other proceedings in which TBG was the appointed insolvency professional.

- C. Pursuant to an Order of the Court made March 8, 2023 (the “**Approval, Distribution and Discharge Order**”), MNP, as substituted Court-appointed receiver for TBG, was discharged as the Receiver of all the assets, undertakings and properties of the Debtors to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Debtors have been completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of TBG or MNP, each in its capacity as Receiver.
- D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval, Distribution, and Discharge Order.

THE RECEIVER CERTIFIES the following:

1. All matters to be attended to in connection with the receivership of the Debtors have been completed to the satisfaction of the Receiver; and
2. This Certificate was filed by the Receiver with the Court on the ____ day of _____, 2023.

MNP LTD., solely in its capacity as the Court-appointed receiver of the Debtors, and not in its personal capacity or in any other capacity.

Per: _____
 Name:
 Title: