



This is the 1st affidavit  
of Xuemei Huang in this case  
and was made on March 17, 2023

No. S-2111109  
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 and  
CANADIAN WESTERN BANK, XUEMEI HUANG

RESPONDENTS

**AFFIDAVIT**

I, Xuemei Huang, businessperson, c/o 602 North Tower, 5811 Cooney Road, Richmond BC  
V6X 3M1, SWEAR (OR AFFIRM) THAT:

1. I am the plaintiff in the British Columbia Supreme Court Action No. S221828 and the petition respondent in British Columbia Supreme Court Action No. S2111109. I have personal knowledge of the matters to which I herein depose, except where stated to be based on information and belief, and where so stated I believe the same to be true.
2. I make this affidavit in support my application for a preservation order.
3. I, Lihua Fu ("Ms. Fu"), Ji Yao Wang also known as Jianyu Wang ("Mr. Wang") were acquainted with each other through the Canada Shandong Chinese Business Association (the "Association").

4. I knew of Mr. Wang's reputation as a real estate developer through our activities with the association.
5. In late March or early April of 2018, Mr. Wang met at my office at 205-4940 Canada Way, Burnaby, British Columbia with Yan Zheng ("Ms. Zheng"), association chief of the Association, with me to discuss an investment opportunity. He was seeking financing for a development project located on Cambie Street at the intersections of 64<sup>th</sup> and 65<sup>th</sup> Avenue in Vancouver, British Columbia (the "Cambie Development").
6. Mr. Wang told me that he had almost finished raising the necessary funds for the Cambie Development and that there were many people in the Association who were investing, but there was still a chance for me to participate.
7. Mr. Wang went on to explain that if I would like to invest in the project, the funds I contributed would be characterized as a loan with an annual interest rate of 7.5%. The funds would be used for the Cambie Development, and I would be able to receive further profits if I did not withdraw my funds before the development was complete. However, if I needed to withdraw my funds before the project was complete, I would just get back the principal and the interest earned. I agreed to lend Mr. Wang \$500,000.00 on these terms.
8. During this discussion, Mr. Wang also explained to me that he was the controlling mind behind the various companies of what he called the "Buffalo Group", and he was in charge of various development projects being conducted under these companies' names. He said I could also consider investing in those other development projects.
9. Mr. Wang then presented me with a letter of intention. I thought that the basic terms reflected our agreement, I was satisfied with Mr. Wang's assurances, and thought the terms we had discussed would be included in a later formal contract,
10. Mr. Wang only had one copy of the letter of intention, which I signed and gave to him. I did not keep my own copy. I did not receive a copy that was signed by all parties. Attached to this affidavit as Exhibit "A" is a copy which, to the best of my recollection, was given to me by Ms. Fu.
11. Mr. Wang told me to pay the \$500,000.00 by cheque to his company Buffalo Properties Inc. I attended his office at 205, 8877 Odlin Crescent, Richmond, British Columbia. A

representative of Mr. Wang, Pei Liu, also known as Lia Liu ("Ms. Liu") directed me to the bookkeeper, and I handed the cheque to her. A true copy of this cheque is attached to this affidavit as Exhibit "B". The cheque cleared and the funds were received as per Mr. Wang's instructions to me.

12. Nobody followed up with drafting a formal agreement after signing the letter of intention. I was not particularly concerned at the time, as I understood I was earning 7.5% interest on the \$500,000.00, and I had not heard that any other Association members whose names were on the letter of intention had made a formal agreement.
13. In early 2019, I explained to Mr. Wang that I needed my money and requested that he pay me the principle and interest, according to our agreement. I brought this up with him personally during various Association meetings. However, Mr. Wang told me that all his money was invested in his various development projects, so he could not pay me at that time.
14. Mr. Wang proposed that instead of demanding the return of my principal and interest now, I invest these funds with one of his other development projects that he expected would provide a better return. Attached to this affidavit as Exhibit "C" are true copies of text messages provided to me by Ms. Fu regarding his outstanding financial obligations to her and a new agreement – she informs me these are messages she exchanged with Mr. Wang using her Wechat account.
15. He then arranged for his representatives Hongyuan Ren, also known as Andy Ren ("Mr. Ren") and Ms. Liu to contact me. I reviewed a few different development projects with them and chose the development in Port Moody.
16. Ms. Fu and I told Ms. Liu the terms we wanted to include in a new agreement. Ms. Liu then provided us a draft for us to review. We exchanged several messages and revisions by WeChat with Ms. Liu until we confirmed the final version. Unfortunately, I was having some problems with my WeChat account on or around March 16, 2020, and when I reinstalled the application my message history was lost.
17. After we confirmed the final draft, I signed it electronically. I then forwarded it to Ms. Fu for her signature. Ms. Fu then sent it back to me with her signature and I returned it to Ms. Liu. Ms. Liu then returned a copy to me with what I understood to be Mr. Ren's

signature. A true copy of the signed agreement is attached to this affidavit as Exhibit "D" (the "Port Moody Agreement"). I received the signed Port Moody Agreement from Ms. Liu on or around May 21, 2019, a few days after I signed it.

18. I was not present when Mr. Ren signed the Port Moody Agreement. Besides receiving a copy with what I understood to be his signature from Ms. Liu, I have no knowledge of his execution of the Port Moody Agreement.
19. I deny the allegation that I threatened or intimidated Mr. Ren to force him to sign the Port Moody Agreement.
20. At no time did anyone tell me that Mr. Ren signed the Port Moody Agreement under duress. I only learned of this allegation through the response to civil claim filed in action S221828.
21. In or around February and March, 2020, I again asked Mr. Wang to return my principal and pay me the interest that had been accruing, as there was no indication that any steps had been taken to implement the Port Moody Agreement.
22. After Mr. Wang explained that he did not have the funds necessary to repay us, he offered to provide us with different security for the funds we had loaned him.
23. Lihua Fu and I drafted a new agreement for Mr. Wang to sign that provided additional security for the money we had provided him.
24. We then arranged to meet with Mr. Wang. The meeting took place at Ms. Fu's home. His son and my daughter were present. Ms. Fu expressed her anger and frustration with him. Mr. Wang expressed his regret and assured us that he intended to make us whole. He signed the new agreement we had drafted, a true copy of which is attached to this affidavit as Exhibit "E" (the "2020 Loan Agreement").
25. Following our meeting, Mr. Wang messaged me, Ms. Fu, and his manager, Gerald Chiang ("Mr. Chiang") in a WeChat group to confirm that he was providing the 2020 Loan Agreement to his manager to ensure the terms were followed. Attached to this affidavit as Exhibit "F" are true copies of these messages, exchanged in April, 2020.

26. I followed up with Mr. Chiang through my lawyer at the time, Vincent Ouyang, with the security documents contemplated by the 2020 Loan Agreement. He informed me that the security documents were not signed. I then commenced civil proceedings.

SWORN (OR AFFIRMED) BEFORE )

ME at Richmond, British Columbia )

on March 17, 2023 )  
[dd/mmm/yyyy]..... )



Xuemei Huang

..... )  
A commissioner for taking affidavits )  
for British Columbia )

**BRENT DESRUISSEAU**

*Barrister & Solicitor*

AVID Law Corporation

Suite 602, North Tower, 5811 Cooney Rd.

Richmond, B.C. V6X 3M1

604-273-7565

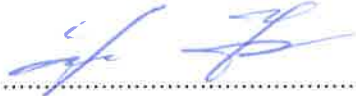
Endorsement of Interpreter

I, Fan Yang, of 602 North Tower 5811 Cooney Road, Richmond, BC V6X 3M1, legal assistant, certify that:

- 1 I have a knowledge of the English and Mandarin languages and I am competent to interpret from one to the other.
- 2 I am advised by the person swearing or affirming the affidavit and believe that the person swearing or affirming the affidavit understands the Mandarin language.
- 3 Before the affidavit on which this endorsement appears was made by the person swearing or affirming the affidavit, I correctly interpreted it for the person swearing or affirming the affidavit from the English language into the Mandarin language and the person swearing or affirming the affidavit appeared to fully understand the contents.

17 / Mar / 2023

Date: .....[dd/mmm/yyyy].....



Signature of interpreter: Fan Yang

EXHIBIT "A"

Referred to in the Affidavit of

Xuemei Huang

sworn before me at Richmond, British Columbia, Canada

this March 27, 2023

A handwritten signature in blue ink, consisting of stylized initials and a large circular flourish, positioned above a horizontal line.

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# 加拿大红牛房地产合资项目意向协议

(512, 518, 522, 511, 519, 529, ~~537~~<sup>533</sup> West 64/65th Ave)

由加拿大红牛管理公司牵头组建项目合资公司  
经合资各方友好协商达成如下协议

## 投资比例

- \_\_\_\_\_ 水牛集团 \_\_\_\_\_ 20%的股份, 定金\$20 万加币;
- 合资股东 徐 洪 \_\_\_\_\_ 15%的股份, 定金\$15 万加币;
- 合资股东 郑 燕 <sup>(贵阿阿)</sup> \_\_\_\_\_ 5%的股份, 定金\$5 万加币;
- 合资股东 \_\_\_\_\_ 15%的股份, 定金\$15 万加币;
- 合资股东 \_\_\_\_\_ 10%的股份, 定金\$10 万加币;
- 合资股东 ~~曹长福~~ \_\_\_\_\_ 10%的股份, 定金\$10 万加币;
- 合资股东 \_\_\_\_\_ 10%的股份, 定金\$10 万加币;
- 合资股东 傅丽华 \_\_\_\_\_ 5%的股份, 定金\$5 万加币;
- 合资股东 李长福 \_\_\_\_\_ 5%的股份, 定金\$5 万加币;
- 合资股东 ~~李长福~~ \_\_\_\_\_ 5%的股份, 定金\$5 万加币;

Handwritten signatures and initials: 徐 郑, FLH, 李, and another signature.



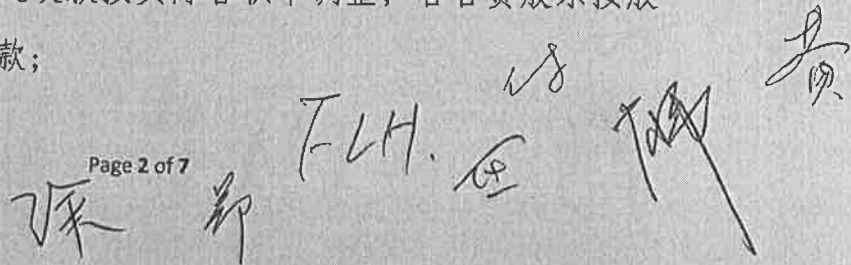
项目概况

533

- 512,518,522,511,519,529, ~~537~~ West 64/65th Ave 项目地块面积约 37,861 平方尺;
- 政府目前规划可建 6—8 层商住一体房产项目 (我们力争增加容积率/层高), 一层商业, 二层以上为住宅; 容积率是 2.0~3.0。按 2.8 容积率计算建筑面积约为 11.17 万平方尺;
- 预计总投资约 \$10500 万加币, 其中 60% 约 \$6300 万加币向银行贷款, 实际投入现金约 \$4200 万加币;
- 土地成本以单价 \$468 加币/平方尺乘以总建筑面积 11.17 万平方尺 (暂定) 可建筑面积计算, 折算土地最终总价为 \$5228 万加币。

投款时间与金额规划

- 在签订合同后, 各合资股东支付投资意向定金, 款项到账合同即生效;
- 2018 年 4 月 25 日 (或以前) 交第一笔土地投资款 **\$3000 万加币**, 各合资股东按股份比例交各自投资款 (另一半土地款贷款);
- 根据项目进度 (开工前) 投交预计工程建设款的 30% 约 \$1200 万加币 (按暂定建筑面积 11.25 万平方尺折算), 另外 70% 为银行贷款, 具体工程建设款按实际容积率调整, 各合资股东按股份比例交各自投资款;



- 各合资股东自己担保自己所投入部分的贷款金额；
- 工程建设约3年，各合资股东收回成本及利润。

预计成本和预计销售总额 (详细预算见附表二)

- 项目土地成本\$468 加币/尺。
- 混凝土建筑成本约\$330 加币/尺。
- 政府相关规费及财务费用等\$142 加币/尺；
- 合计成本约\$940 加币/尺。
- 项目设计拟以 500--800 尺/户的精品小户型为主，预计每尺销售价格\$1450 加币。

总利润约为\$4000 万元以上。

利润分配

- 一、按年利率 7.5% 计算，先分给各合资股东实际投资额的利息；
- 二、再以利润总额的 15% 计算分给红牛管理公司，作为红牛管理公司项目建设管理运营费；
- 三、再以利润总额的 1% 计算分给齐鲁商会，作为本合资项目赞助齐鲁商会的捐款资金；
- 四、剩余净利润按各合资股东占股比例进行分配。

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项目人工等费用 (计入成本)

- 项目管理红牛管理公司安排 3 人负责协调推进工程进展。

协调经理：负责协调政府和设计院，兼职，月薪\$3000 加币；

经理助理/联系人：负责联系银行、律师及材料整理，月薪 \$2000 加币；

会计：进行账目核对及统计工作，兼职，月薪\$2000 加币；

- 办公场地：\$5000 加币/月；
- 交通、差旅及办公耗材：\$5000 加币/月；
- 其他杂项开支：\$3000 加币/月。

以上费用合计\$2 万加币/月，该费用每月开支并计入成本。自 2018 年 6 月 1 日起开始，先按\$1 万元加币/月收款；待工程正式开工，再按\$2 万加币/月收款。

红牛管理公司权利与义务

- 全权进行项目开发、管理；
- 代表合资股东，全权签署各种项目合同及做最终决策；
- 最大化合资股东利益，最小化资金风险；


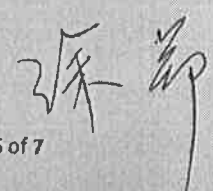
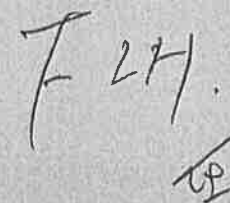

张 郑 FLH. 王 黄



- 财务信息公开透明：公开项目进度，项目预算，预期回报及财务报表。每年由审计公司审核，项目回报，利润分配由审计公司根据合同核算；
- 按项目进度，提前一个月向合资股东发放正式注资需求文件，并附带说明资金用途；
- 定期向各合资股东汇报项目进展：
  - 随时——微信汇报
  - 每月——微信或书面报表
  - 每年——各投资人出席股东会议（最少一次）
- 如各合资股东之间合作无法愉快进行，红牛管理公司有权要求让每个股东退出，不再参与今后的利益分配，并在90天内，以股东实际入股总现金额，按年利率7.5%向股东一次性付清本息（时间从股东入股资金到账日算起）。

合资股东的权力与义务

- 合资股东不直接参与项目管理，项目初期按时投资，项目结束按比例分红；
- 各合资股东应按照项目开展进度要求，依据红牛管理公司的出资计划按时履行出资义务既在所需交款日期前全额投入应付投资款。如总投资超过预算，各合资股东需按出资比例追加出资；

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- 各合资股东的股份不得随意变更。如合资股东资金紧缺或无论任何理由撤出项目，则不得参与分红，并由红牛管理公司在90天内，以股东实际入股总现金额，按当期银行存款的年利率先行向股东一次性付清本息（时间从股东入股资金到账日算起）。

备注

合资股东子女及亲人可优先进入投管公司进行学习。

未尽事宜根据实际情况协商解决。

Handwritten notes and signatures: 财务部 (Finance Dept), FLM, and several illegible signatures.

联系人：水牛集团 Lia 778-966-6111

红牛管理公司 Molly 778-847-3697

合资股东签字:

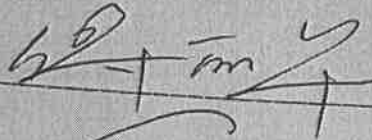
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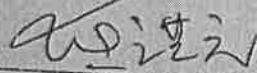


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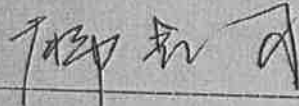
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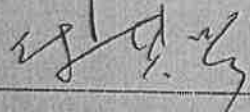
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2018.04.09



2018.04.15

2018年3月20日



**Society of  
Translators and  
Interpreters of  
British Columbia**

9  
Yong Mei Ni  
Phone: 778.990.2960  
Email: nerinedlc@gmail.com

### Translator's Declaration

I, Yong Mei Ni, Certified Translator (Chinese to English), Member in good standing of the Society of Translators and Interpreters of British Columbia (which is a member association of the Canadian Translators, Terminologists and Interpreters Council - CTTIC), member no: 04-10-2678, hereby declare that I did translate into English the attached Chinese document and that, to the best of my knowledge, the translation accurately reflects the contents and meaning of the Chinese original.

List of translated document(s):  
Letter of Intent

March 20, 2023



This translation has been digitally signed and the electronic version of this document does not require a physical signature or stamp. To verify the authenticity of this document, visit <https://verify.stibc.org>.



10

Letter of Intent of Buffalo Canada Joint Venture Property Development Program

(512, 518, 522, 511, 519, 529, 537533 West 64/65<sup>th</sup> Ave)

Regarding the joint venture company initiated and founded by Canada Buffalo Management Company, parties of the joint venture have reached the following agreement upon friendly negotiation:

Proportion of Investment

Buffalo Group, 20% of the shares, deposit: CAD\$200,000;

Shareholder of the Joint Venture Hong Xu, 15% of the shares, deposit: CAD\$150,000;

Shareholder of the Joint Venture Yan Zheng (Xuemei Huang), 5% of the shares, deposit: CAD\$50,000;

Shareholder of the Joint Venture \_\_\_\_\_, 15% of the shares, deposit: CAD\$150,000;

Shareholder of the Joint Venture \_\_\_\_\_, 10% of the shares, deposit: CAD\$100,000;

Shareholder of the Joint Venture Changfu Han, 10% of the shares, deposit: CAD\$100,000;

Shareholder of the Joint Venture \_\_\_\_\_, 10% of the shares, deposit: CAD\$100,000;

Shareholder of the Joint Venture Lihua Fu, 5% of the shares, deposit: CAD\$50,000;

Shareholder of the Joint Venture Qixing Fu, 5% of the shares, deposit: CAD\$50,000;

Shareholder of the Joint Venture Changfu Han Bezhong Zhao, 5% of the shares, deposit: CAD\$50,000;

*(Initials: Xu) (Initials: Zheng) (Initials: FLH) (Initials: Illegible) (Initials: Fu) (Initials: Han)*





### Project Overview

- Project land is about 37, 861 square feet, covering 512, 518, 522, 511, 519, 529, 537533, West 64/65<sup>th</sup> Ave
- Current government plan allows the building of a 6-8 story commercial and residential property (We strive to increase plot ratio/stories). Level 1 is commercial, and Level 2 and above are residential, with a plot ratio of 2.0-3.0. At a plot ratio of 2.8, the construction area will be 111,700 square feet approximately;
- Estimated total investment is about CAD\$105 million, about 60% of which, that is, CAD\$63 million is to be borrowed from the bank while actual cash investment is going to be CAD\$42 million;
- Cost of land, CAD\$468/square foot, multiplied by total construction area of 111,700 square feet (temporary figure), which can be constructed, equals to a final total land price of CAD\$52.28 million.

### Investment Schedule and Plan on Investment Funds

- After the agreement is signed, each joint venture shareholder shall pay deposit for investment intent. The agreement shall take effect immediate when the deposit is received.
- The first land investment of CAD\$30 million shall be paid on (or before) April 25, 2018 by the joint venture shareholders in proportion to their equity interest (the other half is to be taken out from the bank);
- 30% of the estimated project construction funds, about CAD\$12 million (temporarily calculated based on a construction area of 112,500 square feet), shall be paid according to the project progress (before construction starts), and the remaining 70% shall be bank loan. Actual project construction funds will be adjusted in accordance with the plot ratio. Each joint venture shareholders shall make his/her contribution in proportion to his/her equity interest.

(Initials: Xu) (Initials: Zheng) (Initials: FLH) (Initials: Illegible) (Initials: Fu) (Initials: Han)  
(Initials: Huang)



12

- Each joint venture shareholder shall provide guarantee for the amount of loan taken out by himself/herself as part of his/her investment.
- Project construction will last about three years. Each joint venture shareholders will recover cost and profit.

Estimated Costs and Estimated Revenue (See Attachment 2 for detailed budget)

- Project land cost is CAD\$468/foot.
- Cement and construction cost is about CAD\$330/foot.
- Relevant government compliance fees, financial expenses, etc. are CAD\$142/foot;
- Total cost is about CAD\$940/foot
- Project design is planning to mainly focus on small and boutique units with 500 to 800 feet/unit. Estimated selling price is CAD\$1450/foot.

Total profit will be above CAD\$40 million approximately.

Profit Distribution

- I. Each joint venture shareholder will be paid interest first on their paid-in investment amount an annual interest rate of 7.5%;
- II. Then, 15% of the gross profit will be distributed to Buffalo Management Company as project construction, management and operation fee of Buffalo Management Company;
- III. Then, 1% of the gross profit will be distributed to Qilu Chamber of Commerce as the donation by this joint venture project to Qilu Chamber of Commerce;
- IV. The rest of the net profit will be distributed to each joint venture shareholder in proportion to his/her equity interest.

(Initials: Xu) (Initials: Zheng) (Initials: FLH) (Initials: Illegible) (Initials: Fu) (Initials: Han)  
(Initials: Huang)



Project Labor Cost, etc. (recorded as cost)

- For project management, Buffalo Management Company will put 3 persons in charge of project coordination and progress.  
 Coordination Manager: Responsible for coordinating the government and the design institution, part-time, monthly salary of CAD\$3000;  
 Assistant Manager/Contact Person: Responsible for contacting banks, lawyers and sorting out documents, monthly salary of CAD\$2000;  
 Accountant: Conducting account reconciliations and statistics, part-time, monthly salary of CAD\$2000;
- Office site: CAD\$5000/month;
- Transit, travelling and office consumables: CAD\$5000/month;
- Other miscellaneous expenses: CAD\$3000/month.

The above costs total CAD\$20,000/month, to be taken out every month and recorded as cost. Starting from June 1, 2018, CAD\$10,000/month is to be charged initially; once the project officially starts, CAD\$20,000/month is to be charged.

Rights and Duties of Buffalo Management Company

- Conduct project development and management with full authority;
- Represent all joint venture shareholders, signing various project contracts and making final decisions on their behalf.
- Maximize the interests of joint venture shareholders and minimize risks of the funds;

(Initials: Xu) (Initials: Zheng) (Initials: FLH) (Initials: Fu) (Initials: Illegible) (Initials: Han)  
(Initials: Huang)

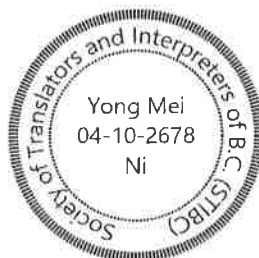


- Open and transparent financial information: Disclose project progress, project budget, estimated return and financial statements. To be reviewed by an audit company every year. Project return and profit distribution are to be calculated by the audit company in accordance with the agreement;
- Send joint venture shareholders formal documentation required for investment attached with purpose of the funds one month in advance based on the project progress;
- Report project progress to joint venture shareholders on a regular basis:  
Anytime – WeChat Report  
Monthly – WeChat or Written Statements  
Yearly – Investors shall attend shareholders’ meeting (at least once)
- If joint venture shareholders cannot cooperate pleasantly, Buffalo Management Company has right to ask each shareholder to withdraw from the project so that the shareholder will no longer participate in the subsequent profit distribution, and will pay off principal and interest (calculated from the day when the subscribed amount is received from the shareholder) to the shareholder in a lump sum at an annual interest rate of 7.5% based on his/her investment amount within 90 days.

Rights and Duties of Joint Venture Shareholders

- Joint venture shareholders will not directly participate in project management. They will make contributions on time at the initial stage of the project and will get dividends proportionately when the project ends;
- Each joint venture shareholders must fulfil his/her contribution obligation on time by paying the subscribed amount of investment in full prior to the required payment date in accordance with the investment plan. If total investments exceed the budget, each joint venture shareholder will be required to make an additional contribution proportionately;

(Initials: Fu) (Initials: Xu) (Initials: Zheng) (Initials: FLH) (Initials: Illegible) (Initials: Han)  
(Initials: Huang)



- The equity interest of each joint venture shareholder may not be changed without permission. If any of the joint venture shareholders wants to withdraw from the project due to being tight with funds or any other reason, the joint venture shareholder may not participate in profit distribution, and the Buffalo Management Company will pay off principal and interest (calculated from the day when the subscribed amount is received from the shareholder) to the shareholder in a lump sum at the annual bank deposit interest rate for the corresponding period based on his/her paid-in investment amount within 90 days.

Notes:

Children and relatives of joint venture shareholders may have the priority in studying at the investment management company.

Unspecified matters shall be solved through negotiation based on actual circumstances.

*(Initials: Xu) (Initials: Zheng) (Initials: FLH) (Initials: Illegible) (Initials: Fu) (Initials: Han)  
(Initials: Huang)*

Contact Persons: Buffalo Group Lia 778-966-6111

Buffalo Management Company Molly 778-847-3697



Signatures of Joint Venture Shareholders:

Hong Xu

Yan Zheng 2018.04.05 Xuemei Huang 2% 2018.4.18

Lihua Fu 2018.04.04

Hongyuan (Illegible) 2018.04.04

Changfu Han 2018.04.09

Qixing Fu 2018.04.15

March 20, 2018



17

# 加拿大红牛房地产合资项目意向协议

(512, 518, 522, 511, 519, 529, ~~533~~<sup>533</sup> West 64/65th Ave)

由加拿大红牛管理公司牵头组建项目合资公司

经合资各方友好协商达成如下协议

## 投资比例

- \_\_\_\_\_水牛集团\_\_\_\_\_ 20%的股份, 定金\$20 万加币;
- 合资股东 徐 洪 15%的股份, 定金\$15 万加币;
- 合资股东 郑 燕 <sup>(黄向梅)</sup> 5%的股份, 定金\$5 万加币;
- 合资股东 \_\_\_\_\_ 15%的股份, 定金\$15 万加币;
- 合资股东 \_\_\_\_\_ 10%的股份, 定金\$10 万加币;
- 合资股东 ~~韩长福~~ 10%的股份, 定金\$10 万加币;
- 合资股东 \_\_\_\_\_ 10%的股份, 定金\$10 万加币;
- 合资股东 傅丽华 5%的股份, 定金\$5 万加币;
- 合资股东 李长福 5%的股份, 定金\$5 万加币;
- 合资股东 韩长福 ~~李长福~~ 5%的股份, 定金\$5 万加币;



徐 郑      FLH.      李

## 项目概况

18

533

- 512,518,522,511,519,529, ~~537~~ West 64/65th Ave 项目地块面积约 37,861 平方尺；
- 政府目前规划可建 6--8 层商住一体房产项目（我们力争增加容积率/层高），一层商业，二层以上为住宅；容积率是 2.0~3.0。按 2.8 容积率计算建筑面积约为 11.17 万平方尺；
- 预计总投资约 \$10500 万加币，其中 60% 约 \$6300 万加币向银行贷款，实际投入现金约 \$4200 万加币；
- 土地成本以单价 \$468 加币/平方尺乘以总建筑面积 11.17 万平方尺（暂定）可建筑面积计算，折算土地最终总价为 \$5228 万加币。

## 投款时间与金额规划

- 在签订合同后，各合资股东支付投资意向定金，款项到账合同即生效；
- 2018 年 4 月 25 日（或以前）交第一笔土地投资款 \$3000 万加币，各合资股东按股份比例交各自投资款（另一半土地款贷款）；
- 根据项目进度（开工前）投交预计工程建设款的 30% 约 \$1200 万加币（按暂定建筑面积 11.25 万平方尺折算），另外 70% 为银行贷款，具体工程建设款按实际容积率调整，各合资股东按股份比例交各自投资款；



FLH. 18 贵  
陈 芳



19

- 各合资股东自己担保自己所投入部分的贷款金额；
- 工程建设约3年，各合资股东收回成本及利润。

预计成本和预计销售总额（详细预算见附表二）

- 项目土地成本\$468 加币/尺。
- 混凝土建筑成本约\$330 加币/尺。
- 政府相关规费及财务费用等\$142 加币/尺；
- 合计成本约\$940 加币/尺。
- 项目设计拟以 500--800 尺/户的精品小户型为主，预计每尺销售价格\$1450 加币。

总利润约为\$4000 万元以上。

利润分配

- 一、按年利率 7.5% 计算，先分给各合资股东实际投资额的利息；
- 二、再以利润总额的 15% 计算分给红牛管理公司，作为红牛管理公司项目建设管理运营费；
- 三、再以利润总额的 1% 计算分给齐鲁商会，作为本合资项目赞助齐鲁商会的捐款资金；
- 四、剩余净利润按各合资股东占股比例进行分配。



Handwritten signatures and initials, including 'FLH' and '128'.

20

项目人工等费用 (计入成本)

- 项目管理红牛管理公司安排 3 人负责协调推进工程进度。  
 协调经理：负责协调政府和设计院，兼职，月薪\$3000 加币；  
 经理助理/联系人：负责联系银行、律师及材料整理，月薪  
 \$2000 加币；  
 会计：进行账目核对及统计工作，兼职，月薪\$2000 加币；
- 办公场地：\$5000 加币/月；
- 交通、差旅及办公耗材：\$5000 加币/月；
- 其他杂项开支：\$3000 加币/月。

以上费用合计\$2 万加币/月，该费用每月开支并计入成本。自 2018 年 6 月 1 日起开始，先按\$1 万元加币/月收款；待工程正式开工，再按\$2 万加币/月收款。

红牛管理公司权利与义务

- 全权进行项目开发、管理；
- 代表合资股东，全权签署各种项目合同及做最终决策；
- 最大化合资股东利益，最小化资金风险；

张 部 FLH. 王 贵



- 财务信息公开透明：公开项目进度，项目预算，预期回报及财务报表。每年由审计公司审核，项目回报，利润分配由审计公司根据合同核算；
- 按项目进度，提前一个月向合资股东发放正式注资需求文件，并附带说明资金用途；
- 定期向各合资股东汇报项目进展：
  - 随时——微信汇报
  - 每月——微信或书面报表
  - 每年——各投资人出席股东会议（最少一次）
- 如各合资股东之间合作无法愉快进行，红牛管理公司有权要求让每个股东退出，不再参与今后的利益分配，并在 90 天内，以股东实际入股总现金额，按年利率 7.5% 向股东一次性付清本息（时间从股东入股资金到账日算起）。

合资股东的权力与义务

- 合资股东不直接参与项目管理，项目初期按时投资，项目结束按比例分红；
- 各合资股东应按照项目开展进度要求，依据红牛管理公司的出资计划按时履行出资义务既在所需交款日期前全额投入应付投资款。如总投资超过预算，各合资股东需按出资比例追加出资；



Handwritten mark resembling a stylized '8' or 'S'.

Handwritten signatures and notes in Chinese characters, including '陈' and '下'.



- 22
- 各合资股东的股份不得随意变更。如合资股东资金紧缺或无论任何理由撤出项目，则不得参与分红，并由红牛管理公司在90天内，以股东实际入股总现金额，按当期银行存款的年利率先行向股东一次性付清本息（时间从股东入股资金到账日算起）。

备注

合资股东子女及亲人可优先进入投管公司进行学习。

未尽事宜根据实际情况协商解决。

Handwritten signatures and initials: 2020, FUH, 王, 李, 黄

联系人：水牛集团 Lia 778-966-6111

红牛管理公司 Molly 778-847-3697



合资股东签字:

23

徐洪

*[Handwritten signature]*

2018.04.05

曹海松 2%

2018-4-18

*[Handwritten signature]*

2018.04.04

*[Handwritten signature]*

2018.04.04

*[Handwritten signature]*

2018.04.09

*[Handwritten signature]*

2018.04.15

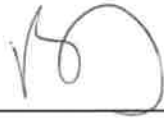


2018年3月20日

EXHIBIT " B "

24

Referred to in the Affidavit of  
Xuemei Huang  
sworn before me at Richmond, British Columbia, Canada  
this March 27, 2023

A handwritten signature in black ink, consisting of a stylized 'X' followed by a large 'H' and a 'U', positioned above a horizontal line.

---

THIS CHEQUE CONTAINS A SECURITY WATERMARK ON REVERSE - HOLD AT AN ANGLE TO VIEW

**Vancity**  
Make Good Money.™

**Vancouver City Savings Credit Union**  
North Road & Gateau, 3977 North Road, Burnaby, BC V3J 1S2

**Official Cheque** 88906

Date 0 4 1 7 2 0 1 8  
M M D D Y Y Y Y

\$ \*\*\*500000.00

\*\*\*Five Hundred Thousand Dollars & 0 Cents

BUFFALO PROPERTIES INC.

MEMO:

Vancouver City Savings Credit Union

Per [Signature] 3174  
Authorized Signature

Per [Signature] 1335  
Authorized Signature

⑈088906⑈ ⑆16360⑈809⑆ 100010000166⑈

RECEIVED FROM REÇU DE	DATE	April 18 2018
Huang, Xue Mei		\$ 500,000
Five Hundred Thousand		100 DOLLARS
FOR POUR	Investment for W64 and W65	
	Cambie Project	
	NO.	Cindy Ki
TAX REG. NO. N° DE TAXE	BY PAR	Buffalo Properties Inc.
70395 9122RT0001		500272B

EXHIBIT " C "

26

Referred to in the Affidavit of  
Xuemei Huang  
sworn before me at Richmond, British Columbia, Canada  
this March 27, 2023



---



7:59

📶 📶 🔋



王健宇 wang 水牛



27

研究了，好了副总，没事儿，你放心吧，我肯定不会让你赔钱的，我爸就赔了钱，我把我的钱给你，我也不会让你赔的，你就放心好了，我这个我也不，我也我也，我也不是说一点儿钱没有，我就陪她一两千万，我这边还有钱呢，也不是说一点儿钱没有了，谢副总啊。

11" 🗣️



那我投200，雪梅50，  
剩余算借款。



🗣️ 23"



8:10

📶 📶 🔋



王健宇 wang 水牛



28

2019年5月22日 凌晨1:55



📞 14"

那个雪梅改好了吗？让她改好，我让丽艳找雪梅，她说我，我今天早上还问丽艳了，她说你写，赶紧写，我让丽艳找雪梅，找黄总行。

8" 📞



是这样子的，他雪梅也没空儿弄，他说等律师来弄，这不一放给放下了，今天下午让他找你去。



好的



29



Yong Mei Ni  
Phone: 778.990.2960  
Email: nerinedlc@gmail.com

### Translator's Declaration

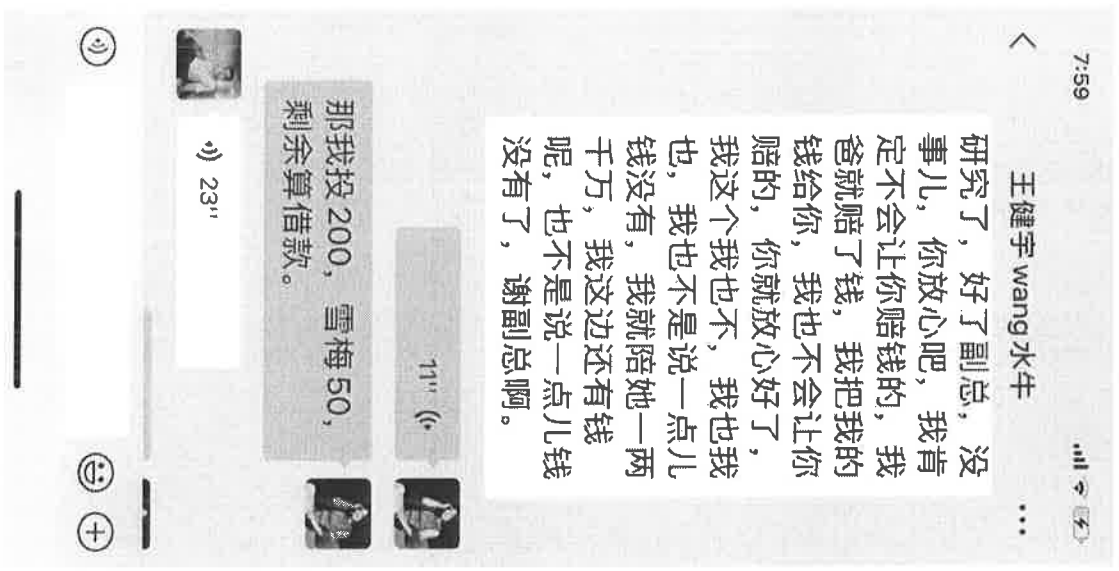
I, Yong Mei Ni, Certified Translator (Chinese to English), Member in good standing of the Society of Translators and Interpreters of British Columbia (which is a member association of the Canadian Translators, Terminologists and Interpreters Council - CTTIC), member no: 04-10-2678, hereby declare that I did translate into English the attached Chinese document and that, to the best of my knowledge, the translation accurately reflects the contents and meaning of the Chinese original.

List of translated document(s):  
2 Screenshots of WeChat Messages

March 20, 2023



This translation has been digitally signed and the electronic version of this document does not require a physical signature or stamp. To verify the authenticity of this document, visit <https://verify.stibc.org>.



7:59

< 王健宇 wang 水牛 ...

研究了，好了副总，没事儿，你放心吧，我肯定不会让你赔钱的，我爸就赔了钱，我把我的钱给你，我也不会让你赔的，你就放心好了，我这个我也不，我也我也，我也不是说一点儿钱没有，我就陪她一两千，我也不是说一点儿钱没有了，谢副总啊。

那我投200，雪梅50，剩余算借款。

23''

7:59

< Jianyu Wang Buffalo

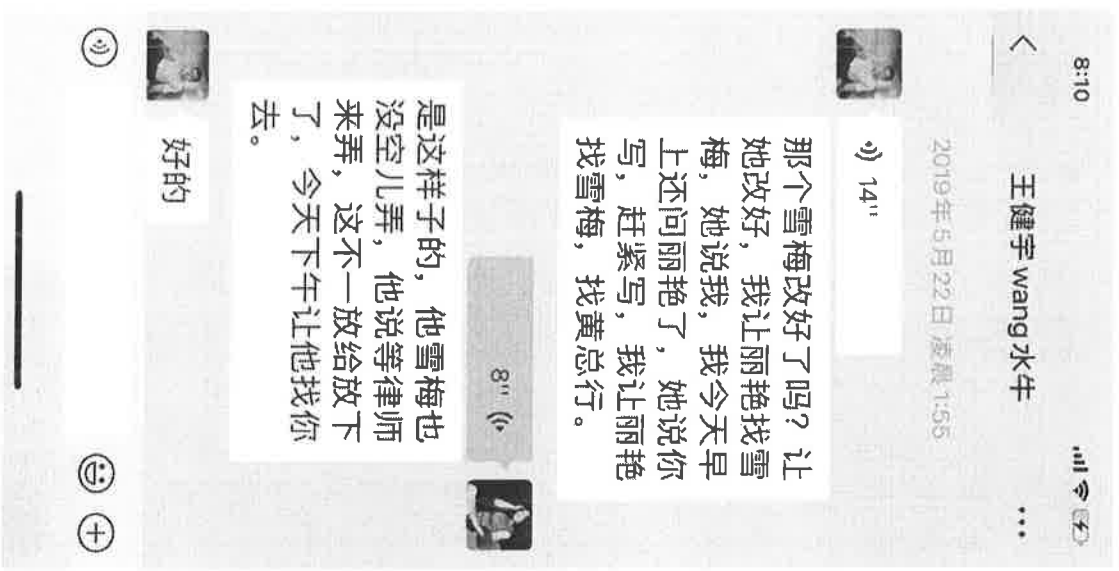
Studied. Well, Vice President, no problem. Don't worry. I am not going to let you lose money. That's for sure. Even if my dad lost money, I would rather give my money to you than let you lose money. You rest assured. I, this, I am not, I, I, I am not saying that I don't have any money at all. Even if I repay 10 to 20 million to her, I still have money. Not saying that I don't have money at all, Vice President Xie.

Then I invest 200 and Xuemei 50. The rest is counted as loan.

(Voice Message 23'')

(Voice Message 11'')





8:10

< 王健宇 wang 水牛 ...

2019年5月22日 星期一 1:55

👂 14"

那个雪梅改好了吗？让她改好，我让丽艳找雪梅，她说我，我今天早上还问丽艳了，她说你写，赶紧写，我让丽艳找雪梅，找黄总行。

8" 🗨️

是这样子的，他雪梅也没空儿弄，他说等律师来弄，这不一放给放下了，今天下午让他找你去。

好的

<

Jianyu Wang Buffalo

May 22, 2019 1:55AM

(Voice Message 14")

Is Xuemei done with the changes? Ask her to finish the changes. I asked Lia to contact Xuemei. She told me off. I asked Lia this morning. She said, you write, write quickly. I will ask Liyan to contact Xuemei. Okay to contact President Huang.

(Voice Message 8")

It was like this. Xuemei has got no time to deal with it. He said, wait and ask a lawyer to deal with it. That was how it got put aside. Will ask him to contact you this afternoon.

Okay.



EXHIBIT " D "

32

Referred to in the Affidavit of  
Xuemei Huang  
sworn before me at Richmond, British Columbia, Canada  
this March 27, 2023



---

TRANSLATOR'S DECLARATION

33

I, Yong Mei Ni, Certified Translator (Chinese to English), member in good standing of the Society of Translators and Interpreters of British Columbia (which is a member association of the Canadian Translators, Terminologists, Interpreters Council – CTTIC), member no: 04-10-2678, hereby declare that I did translate into English the attached Chinese document and that, to the best of my knowledge, the translation accurately reflects the contents and meaning of the Chinese original.

List of translated document(s):

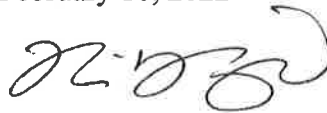
Share Transfer Contract, Buffalo Group Party Moody Project

This translation package comprises 7 pages including the declaration page.

*Tel:* 778-990 2960

*Email:* nerinedlc@gmail.com

February 10, 2022



Yong Mei Ni, C.T.

Certified Translator, Chinese to English



205-8877 Odlin Crescent, Richmond, BC V6X 3Z7

Phone: (604)370-1966 <http://www.buffalogroups.ca>

## Buffalo Group Port Moody Project Share Transfer Contract

Party A: Buffalo Megan Holding Ltd.

Party B: Lihua Fu, Xuemei Huang

The Port Moody Project, which includes six parcels of land, has seen the completion of land consolidation and is going to enter the stage of first reading by the Government. Party A, which holds 40% of the shares of the Project, would now like to transfer 35% of its holdings, that is, 14% of the shares of the Project, to Party B. Pursuant to relevant laws and regulations of the Province of BC, Party A and Party B hereby enter into this share transfer contract to specify the rights and obligations of both parties based on the principles of equality, fairness, just and good faith after reaching an agreement upon negotiation.

### I. Project Overview

- Project Address: 3101/3103 St. Johns, 3104/3108/3112 St. George 123-129 Buller St, Port Moody BC, altogether 6 parcels of land with a total area of 58,885 square feet;
- Scale of Construction: Proposed building of a wood-framed six-story condo
- Project Progress: Land consolidation has been completed.

(Initials: LHF)

xm

Page 1 of 3





- Project Development Investment Estimation: Currently, Party A has invested CAD\$5,720,006 including principal and interest, accounting for 40% of total project investment; it is estimated that Party A needs to make an additional investment of about CAD6,500,00;
- II. Share Transfer Percentage and Amount
- Party A shall transfer 35% of the shares it holds to Party B, that is, Party B will hold 14% of the total shares of the Project;
  - Up to May 31, 2019, Party A will have invested CAD\$5,725,006.17 in the Project. See attachment for details.
  - Up to May 31, 2019, Party B will have already paid Party A CAD\$4,426,632.71 in total; among the paid capital, CAD\$2,003,752.16 is for purchasing 35% of the shares of Party A while the remaining CAD\$2,422,880.55 of Party B is borrowed by Party A at an annual interest of 7.5%. See attachment for details.
- III. Debt Owed to Party B and Debit-Equity Swap
- Party A pledges the land of the Project as collateral for the money lent by Party B. Loan interest is set at 7.5% annually. When the Project requires additional investments, Party B has the right to convert the loan and the interest thereof into equity in proportion to the actual amount of investment made by Party A.
- IV. Rights and Obligations of Party A and Party B
1. Apart from the current loans and borrowings, Party A may not take out more loans or borrow more money externally by mortgaging the land of the Project. Should there be an exception, Party B's consent must be sought.
  2. Party A must meet the obligation of making timely capital contributions in accordance with the progress of the Project;
  3. Party A shall report to Party B the progress and expenses of the Project at regular intervals;

(Initials: LHF)

xm

Page 2 of 3



4. If, for whatever reason, Party B wishes to withdraw from the Project before the Project is completed, Party B must give a two-month prior notice to Party A. Party A shall be responsible for coordinating and arranging for a refund of the principal invested by Party B and pay Party B the interest generated on the principal at an annualized interest rate of 7.5%.

V. Miscellaneous

1. The attachment is an integral part of this Contract.
2. The Contract, including an original and a duplicate, is made in four equal copies. Each party shall hold two copies.
3. Party A and Party B will sign a formal contract with more details drafted by a lawyer. Once the formal contract takes effect, this Contract shall become invalid.
4. Party A and Party B shall hold in strict confidence any information pertaining the Project for three years.

Signatures of Party A and Party B

Party A: (Signature)

Date: 2019.5.12

Party B: (Signature)

Date: \_\_\_\_\_

*(Signature: Li Hua Fu)*

Attachment: Details of Capital Paid in by Party A and Party B (Total 4 pages)



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Buffalo Group

205-8877 Odlin Crescent, Richmond, BC V6X 3Z7  
Phone: (604) 370-1966 http://www.buffalogroups.ca



## 水牛集团 Port Moody 项目 股权转让合同

甲方: Buffalo Megan Holding Ltd.

乙方: 傅丽华、黄雪梅

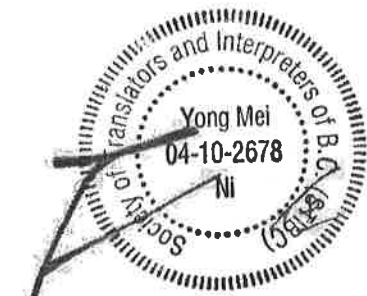
Port Moody 项目包括土地 6 块, 目前已经完成土地整合并即将进入政府  
读审批, 甲方占有项目 40% 股权。现甲方愿转让其持有部分的 35% 的股权  
给乙方, 即项目的 14% 的股权。根据 BC 省相关法规, 遵循平等、公平、公正  
和诚实信用的原则, 明确双方的权利和义务, 经甲乙双方协商同意, 签订本  
股权转让合同。

### 一、项目概况

- 项目地址: 3101/3103 St. Johns, 3104/3108/3112 St. George  
123-129 Buller St., Port Moody BC, 共 6 块土地, 总面积约  
58,885 平方尺;
- 建设规模: 目前拟建 6 层木质结构公寓;
- 项目进展: 土地整合已完成。

xm

Page 1 of 3



- 项目开发投资估算：目前甲方实际投入本金及利息计\$5,720,006加币，占总项目投资的40%；预计甲方还需追加投资约\$6,500,000加币；

## 二、股权转让比例和金额

- 甲方转让其持有股权的35%给乙方，即乙方占总项目股权的14%；
- 截止到2019年5月31日，甲方已经投入项目的资金为\$5,725,006.17加币。详见附件。
- 截止到2019年5月31日乙方已经支付甲方资金总计为\$4,426,632.71；其中\$2,003,752.16加币用于购买甲方35%的股权；乙方剩余资金\$2,422,880.55加币系甲方借款，利息按照年利率7.5%计算。详见附件。

## 三、乙方债权和转股

乙方借款部分，甲方用项目土地作为抵押。借款利息按照年利率7.5%计算。项目追加投资时，乙方有权用此借款及其产生的利息作为投资款按照甲方实际投资的金额折算股权；

## 四、甲乙双方的权力与义务

- 1、甲方除了目前现有的贷款借款，不得再对该项目地块进行抵押贷款和对外借款，如果有特殊情况，需要征得乙方同意。
- 2、甲方应按照项目的进度要求，按时履行出资义务；
- 3、甲方定期将项目的进展、开支情况向乙方通报；

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1. 项目结束前，乙方不论以何理由退出项目，需提前二个月通知甲方，甲方负责协调退还乙方实际投入本金，并支付给乙方其实际投入本金部分按年化 7.5% 单利计算利息。

五、其他

1. 附件系本合同的一部分。

2. 本合同正本及副本各一式四份，甲乙双方各执两份。

3. 甲乙双方将请律师签署更为详细的正式合同，正式合同生效后此合同失效。

3. 甲乙双方将对所获知的项目信息严格保密，保密期为三年。

甲乙双方签字：

甲方: [Signature]

日期: 2018.5.21

乙方: [Signature]

日期: \_\_\_\_\_

[Large Signature]

附件：甲乙双方资金到账明细表（共 4 页）



EXHIBIT " E "

Referred to in the Affidavit of  
Xuemei Huang  
sworn before me at Richmond, British Columbia, Canada  
this March 27, 2023



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傅丽华, 黄雪梅自 2018 年 4 月开始, 共计借款给王健宇加币 415 万, 年利率 7.5%, 关于该笔借款本金和利息的归还事宜, 傅丽华、黄雪梅和王健宇商经协商达成如下协议:

1. 其中 200W 借款, 由 Victoria 项目的股权质押担保, 争取两周内由律师办理完相关手续; 傅丽华和黄雪梅同意此次质押手续保密, 并且不影响王健宇 Victoria 项目的贷款和业务的正常进行。但当 Victoria 项目存在诉讼风险的时候, 双方同意立即办理正式的股权质押手续。
2. 其中 100W 借款, 由 Port Moody 项目的股权质押担保, 在 64 街项目问题解决后, 立即正式通知景泰 Tina 办理合法手续;
3. 傅丽华和黄雪梅我们同意出让 Port Moody 和 Granville 的股权, 出让资金 100W 用于归还傅丽华黄雪梅借款;
4. 其他剩余本金和利息, 由王健宇项目未来收益偿还。
5. 奔速电梯项目股权转让款 15W, Buffalo 5W 支票用于抵还傅丽华黄雪梅借款。
6. 以上条款正式实施, 王健宇和傅丽华黄雪梅以前签署的 Port Moody 和 Granville 的等协议自动失效。

备注:

借款和利息金额以双方实际核对为准。

当事人: 傅丽华 王健宇  
 黄雪梅 景泰

2020.3.8





**Society of  
Translators and  
Interpreters of  
British Columbia**

42  
Yong Mei Ni  
Phone: 778.990.2960  
Email: nerinedlc@gmail.com

### Translator's Declaration

I, Yong Mei Ni, Certified Translator (Chinese to English), Member in good standing of the Society of Translators and Interpreters of British Columbia (which is a member association of the Canadian Translators, Terminologists and Interpreters Council – CTTIC), member no: 04-10-2678, hereby declare that I did translate into English the attached Chinese document and that, to the best of my knowledge, the translation accurately reflects the contents and meaning of the Chinese original.

List of translated document(s):  
Loan Agreement

March 20, 2023



This translation has been digitally signed and the electronic version of this document does not require a physical signature or stamp. To verify the authenticity of this document, visit <https://verify.stibc.org>.

Lihua Fu and Xuemei Huang have been lending money to Jianyu Wang since April 2018 at an annual interest of 7.5%, with a total loan amount of CAD\$4.15 million. Regarding the repayment of the loan principal and interest, Lihua Fu, Xuemei Huang, and Jianyu Wang have reached the following agreement upon negotiation:

1. Pledge equity interest of the Victoria Project as guarantee for 2 million of the loan. Will try to get the lawyer to complete relevant procedures within two weeks. Lihua Fu and Xuemei Huang agree that they will keep this pledge confidential and will not affect the normal progress of mortgage application and business of Jianyu Wang’s Victoria Project. However, when there is a risk of litigation regarding the Victoria Project, the two parties agree that official equity interest pledge procedure will be conducted immediately.
2. Pledge equity interest of the Port Moody Project as guarantee for 1 million of the loan. After the problem concerning the 64<sup>th</sup> Avenue Project is solved, will immediately give a formal notice to Tina of Gentai to go ahead with legal procedures;
3. Lihua Fu and Xuemei Huang, we agree to transfer the shares of Port Moody and Granville Projects, with the proceeds of the transfer, which is 1 million, as a repayment of the loan made by Lihua Fu and Xuemei Huang;
4. Remaining principal and interest is to be repaid with future income of Jianyu Wang’s projects;
5. Buse Elevator Project equity transfer proceeds of 150,000 and Buffalo’s cheque of 50,000 are used towards a repayment of the loan made by Lihua Fu and Xuemei Huang.  
(Initials: Wang)  
(Initials: XM FLH)
6. If the above terms are officially implemented, the Port Moody and Granville agreements, etc. previously signed between Jianyu Wang, Lihua Fu and Xuemei Huang will become void automatically.

Notes:

Loan and interest amount is subject to actual amount verified by the two parties.

Signed by: (Signature: Lihua Fu) (Signature : Jianyu Wang)  
(Signature : Xuemei Huang) (Signature : Hongyuan Illegible)

2020.3.8

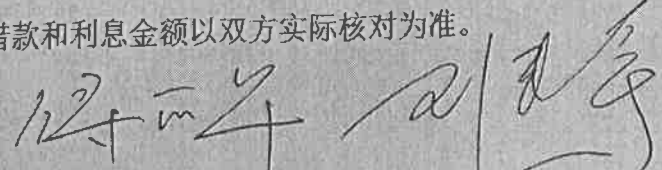



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备注:

借款和利息金额以双方实际核对为准。

王健宇: 

傅丽华: 

黄雪梅: 

2020.3.8



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EXHIBIT " F "

Referred to in the Affidavit of  
Xuemei Huang  
sworn before me at Richmond, British Columbia, Canada  
this March 27, 2023

A handwritten signature in blue ink, appearing to be 'RH' or similar, is written above a horizontal line.

---

21:57



< 傅总 和 黄总 研究... (3) ...

46

Apr 11, 2020 02:12



王建宇



王建宇

姜总就按这个办好，不能  
让其他股东知道，我和傅总  
黄总说的保密期1年，尽量  
不要登记，您和律师商量好  
再给我们尽快答复。

Apr 11, 2020 02:20



Gerald Chiang 姜总

好吧王总 我尽量办好，  
很难达到您们都满意的要求，  
我和律师商



Apr 21, 2020 09:27



Gerald Chiang 姜总

Will get back to it as soon as I can.



王建宇

60"

Resume Playing

你好，黄总，副总向你俩汇报，我那边儿事儿，我都交代给江总了，那个江总你们办，反正尽量的达成你俩的安全满意，我这边儿，反正我就这么实际情况，现在那个我，我那个柴总，我那边儿谈的也差不多了，他现在不过还在多伦多，我，正好儿，昨天有一个飞机西 我就回来了 我刚





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Yong Mei Ni  
Phone: 778.990.2960  
Email: nerinedlc@gmail.com

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I, Yong Mei Ni, Certified Translator (Chinese to English), Member in good standing of the Society of Translators and Interpreters of British Columbia (which is a member association of the Canadian Translators, Terminologists and Interpreters Council – CTTIC), member no: 04-10-2678, hereby declare that I did translate into English the attached Chinese document and that, to the best of my knowledge, the translation accurately reflects the contents and meaning of the Chinese original.

List of translated document(s):  
2 Screenshots of WeChat Messages (D1)

March 20, 2023



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49

21:57

< 傅总 和 黄总 研究... (3)

Apr 11, 2020 02:12



王建宇



王建宇

姜总就按这个办好，不能  
能让其他股东知道，我和  
傅总 黄总说的保密期  
1年，尽量不要登记，  
您和律师商量好再给我  
们尽快答复。

Apr 11, 2020 02:20



Gerald Chiang 姜总

好吧 王总 我尽量办  
好，很难达到您们都满  
意的要求，我和律师商



21:57

< President Fu and President Huang study... (3)

Apr 11, 2020 02:12

Jianyu Wang

(Screenshot of a signed agreement)

Jianyu Wang

President Chiang, do it according to this. Cannot  
let other shareholders know. I have told President  
Fu and President Huang to keep it confidential for  
1 year. Try not to register. Give us a reply as soon  
as you finish discussing with the lawyer.

Apr 11, 2020 02:20

Gerald Chiang President Chiang

Okay, President Wang. I will try my best to get it  
done. Very hard to meet the requirements to the  
satisfaction of all of you. I will discuss with the  
lawyer.



50



20:35

< President Fu and President Huang study... (3)

Apr 21, 2020 09:27

Gerald Chiang President Chiang

Will get back to it as soon as I can.

Jianyu Wang

(Voice Message 60") Resume Playing

Hello. Report to President Huang and Vice President. I have entrusted President Chiang with everything at my end. President Chiang, you do it. Anyway, will try to make sure that both of you are safe and satisfied. This is the actual situation at my end. Now, I, with President Chai, I have almost finished the negotiation over there, but he is still in Toronto now. I happened to have a plane ticket, so I came back. I just...

