



No. S2111109
Vancouver Registry

This is the 1st Affidavit of
FAN YANG in this proceeding,
and it was made on March 3, 2023

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, FAN YANG, legal assistant, of 5811 Cooney Road, Suite 602 North Tower, Richmond British Columbia V6X 3M1, AFFIRM THAT:

1. I am a legal assistant employed at Avid Law Corporation, where I assist a number of lawyers, including Mr. Brent Desruisseaux ("Mr. Desruisseaux"), associate lawyer and agent for Adele Sun, lawyer for the respondent Xuemei Huang. As such, I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I believe those matters to be true.
2. I was informed by Mr. Desruisseaux, and I verily believe to be true, that Xuemei Huang, and Buffalo Megan Holdings Ltd. are litigating, *inter alia*, the validity of a share transfer and security agreement Xuemei Huang alleges was granted to her by Buffalo Megan Holdings Ltd. (the "**Action**").
3. Attached to this Affidavit as **Exhibit "A"** is a copy of the notice of civil claim filed by Xuemei Huang in the Action.
4. Attached to this Affidavit as **Exhibit "B"** is a copy of the response to civil claim filed by Buffalo Megan Holdings Ltd. and the other defendants in the Action.

MAR 07 2022



No.

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

Xuemei Huang

PLAINTIFF

AND

JI YAO WANG also known as JIANYU WANG and CHANGXIA LV carrying on business as a partnership, JI YAO WANG also known as JIANYU WANG, CHANGXIA LV, BUFFALO PROPERTIES INC. and BUFFALO MEGAN HOLDINGS LTD.

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

This is Exhibit "A" referred to in the affidavit of Fan Yang sworn before me at Richmond in the Province of British Columbia This 3rd day of March 2023

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The plaintiff, Xue Mei Huang, is a businessperson with an address for service in this action at 602 North Tower, 5811 Cooney Road, Richmond, British Columbia V6X 3M1.
2. The defendant, Jiyao Wang, also known as Jianyu Wang (“Mr. Wang”) is a businessman engaged in real estate development in the greater Vancouver area.
3. The defendant, Changxia Lv (“Ms. Lv”) is a businesswoman and the spouse by marriage of the defendant Wang.
4. At all material times, the defendants Mr. Wang and Ms. Lv combined their efforts and carried on in common a real estate development business partnership for profit (the “Partnership”).
5. The defendants Mr. Wang and Ms. Lv are parties to this action in their capacities as partners of the Partnership and as individual defendants in their own personal capacities.
6. The defendant, Buffalo Properties Inc. (“Buffalo Properties”) is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 7985 Granville Street, Vancouver, British Columbia. Ms. Lv is a director of Buffalo Properties. Ms. Lv and Mr. Wang are the directing minds of Buffalo Properties.

7. The defendant, Buffalo Megan Holding Ltd. (“Buffalo Megan Holding”) is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 1510-800 West Pender Street, Vancouver, British Columbia. Ms. Lv is the sole registered director of Buffalo Megan Holding. Ms. Lv and Mr. Wang are the directing minds of Buffalo Megan Holding.

The Loan

8. In or around April 2018, Mr. Wang approached the plaintiff to raise funds for a real estate development project located at West 64th Avenue and West 65th Avenue (the “Cambie Project”).
9. In or around April 2018, Mr. Wang solicited a loan from the plaintiff for the purpose of financing the Cambie Project. The plaintiff and Mr. Wang orally agreed that:
 - (a) the plaintiff would loan him \$500,000.00 at an annual interest rate of 7.5%;
 - (b) the loaned funds were repayable on demand; and
 - (c) the loaned funds were to be strictly used for the sole purpose of the Cambie Project.
(the “Loan Agreement”)
10. Mr. Wang asked the plaintiff to write the cheque for the loan to Buffalo Properties Inc. On or around April 17, 2018, the plaintiff provided Mr. Wang with a cheque made out to Buffalo Properties in the amount of \$500,000.00 (the “Loan”).
11. Mr. Wang represented to the plaintiff, who was invited, encouraged, or led to believe that Buffalo Properties was the alter ego of Mr. Wang, that he was the directing mind of Buffalo Properties, and that Mr. Wang would ensure that the funds advanced to Buffalo Properties would be strictly used for the sole purpose of the Cambie Project, as required by the Loan Agreement.
12. The plaintiff demanded repayment of the Loan, but Mr. Wang failed to make any payments.
13. Contrary to the Loan Agreement, the defendants Mr. Wang, Ms. Lv, and Buffalo Properties diverted part of the loaned funds from the agreed purpose of real estate development and used those funds acquire, improve, and maintain the real property owned by Mr. Wang and Ms. Lv as joint tenants at 780 West 54th Avenue, Vancouver, British Columbia, legally described as:

PID 009-446-494
LOT 2 BLOCK 883 DISTRICT LOT 526 PLAN 9858

(the "Property")

14. In further contravention of the Loan Agreement the defendants Mr. Wang, Ms. Lv, and Buffalo Properties diverted part of the loaned funds from the agreed purpose of real estate development and used those funds to acquire, improve, and maintain real property in which Mr. Wang and Ms. Lv have a beneficial interest, registered to Buffalo Megan Holding, legally described as:

PID 023-719-915
 STRATA LOT 13 SECTION 33 BLOCK 5 NORTH RANGE 6 WEST
 NEW WESTMINSTER DISTRICT STRATA PLAN LMS2748
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO
 THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

(the "Buffalo Megan Holding Property")

15. In or around May, 2019, in response to the plaintiff's demands for repayment of the Loan, Mr. Wang offered the plaintiff a percentage of the shares in a real estate development in Port Moody he termed as the "Buffalo Group Port Moody Project" in satisfaction of 45% of the Loan, with the balance to be secured against the lands comprising the Buffalo Group Port Moody Project.
16. Mr. Wang made the following representations to the plaintiff regarding the Buffalo Group Port Moody Project:
- a. That Mr. Wang was the directing mind of Buffalo Megan Holdings;
 - b. That Buffalo Megan Holdings held 40% of the shares of the Buffalo Group Port Moody Project;
 - c. That Buffalo Megan Holdings had a legal and beneficial interest in the lands comprising the Buffalo Group Port Moody Project, and that interest was sufficient to secure the plaintiff's loan to Buffalo Megan Holdings (the "Port Moody Lands");
 - d. That Mr. Wang had the necessary power and authority to cause the Buffalo Group Port Moody Project to grant the plaintiff a secured interest in the Port Moody Lands;
 - e. That Mr. Wang had the necessary power and authority to cause Buffalo Megan Holding to transfer its shares in the Buffalo Group Port Moody Project to the plaintiff;
 - f. That Buffalo Megan Holdings had invested \$5,720,006.00 in the Port Moody Project, account for 40% of the total investment in the project; and

- g. That Buffalo Megan Holdings would need to invest an additional \$650,000.00 to complete the Buffalo Group Port Moody Project.

(the “Representations”)

17. On or around May 12, 2019, the plaintiff was materially induced by the Representations to enter into a written agreement with Buffalo Megan Holdings, the terms of which are:
- a. Buffalo Megan Holdings shall transfer 3.95% of its shares in the Buffalo Group Port Moody Project to the plaintiff, in satisfaction of 45% of the Loan (\$226,329.16), resulting in the plaintiff holding a 1.6% of the total shares in the Port Moody Project;
 - b. Buffalo Megan Holdings shall acknowledge having borrowed the remaining 55% of the Loan from the Plaintiff (\$273,670.84) at an annual interest rate of 7.5%, secured by the Port Moody Lands;
 - c. When further investments for the project are required, the plaintiff would have the right to convert the loan and accrued interest into equity in the Port Moody Lands in proportion to the actual amount of the investment made by Buffalo Megan Holdings;
 - d. Buffalo Megan Holdings would not mortgage or otherwise pledge the Port Moody Lands without the consent of the Plaintiff;
 - e. Buffalo Megan Holdings would make timely capital contributions to the Buffalo Group Port Moody Project in accordance with the progress of the Project;
 - f. Buffalo Megan Holdings would regularly report the progress and expenses of the Project to the Plaintiff;
 - g. The Plaintiff would have the right to withdraw the entirety of its \$500,000.00 investment in the Project upon providing two-month notice to Buffalo Megan Holdings. Buffalo Megan Holdings would be responsible for refunding the \$500,000.00 principal of the plaintiff’s investment and paying the interest thereon at the annual rate of 7.5%;

(the “Port Moody Agreement”)

18. Buffalo Megan Holdings breached the Port Moody Agreement as follows:
- a. failing to transfer any shares in the Buffalo Group Port Moody Project to the plaintiff;

- b. failing to secure the plaintiff's interest in the Port Moody Lands;
- c. mortgaging the Port Moody Lands without the plaintiff's consent;
- d. failing to make timely capital contributions to the Buffalo Group Port Moody Project;
- e. failing to regularly report the progress and expenses of the Buffalo Group Port Moody Project to the plaintiff; and
- f. failing to repay the \$500,000.00 investments after receiving two months' notice from the plaintiff to do so.

19. The Representations were false in the following respects:

- a. Buffalo Megan Holding did not hold 40% of the shares in the Buffalo Group Port Moody Project;
- b. Buffalo Megan Holding did not have a legal or beneficial interest in the Port Moody Lands sufficient to secure the remaining 55% of the Loan;
- c. Mr. Wang did not have the necessary power or authority to transfer shares in the Buffalo Group Port Moody Project to the plaintiff or to grant a secured interest in the Port Moody Lands;
- d. That Buffalo Megan Holdings had invested \$5,720,006.00 in the Port Moody Project, account for 40% of the total investment in the project; and
- e. That Buffalo Megan Holdings would only need to invest an additional \$650,000.00 to complete the Buffalo Group Port Moody Project.

20. The plaintiff filed a notice of civil claim regarding these matters on July 3, 2020. On December 17, 2020, the plaintiff and the defendants entered a consent order striking out that notice of civil claim, without dismissing or otherwise affecting the action on its merits and without prejudice to the right of the plaintiff to commence such further and other proceedings as they may be advised.

21. The Defendants are in financial distress and it is unlikely they will be able to satisfy the obligations under the Loan Agreement or the Port Moody Agreement.

Part 2: RELIEF SOUGHT

The Plaintiff claims against the Defendants for the following relief:

1. A declaration that Mr. Wang and Ms. Lv were doing business as partners at the relevant time;
2. A declaration that Mr. Wang breached the Loan Agreement;
3. A declaration that the Partnership, and each of its partners jointly and severally, are liable for damages resulting for the breach of the Loan Agreement;
4. An order for liquidated damages for breach of the Loan Agreement in the principal amount of \$500,000.00 against the Partnership and each of its partners jointly and severally, plus contractual interest at the rate of 7.5% per annum;
5. An order for restitution against Buffalo Properties Inc. for \$500,000.00, less any amounts recovered from the Partnership for breach of the Loan Agreement, plus contractual interest at the contractual rate of 7.5% per annum or, alternatively, interest pursuant to the *Court Order Interest Act*;
6. A declaration that Buffalo Megan Holding breached the Port Moody Agreement and that the company, the Partnership, Mr. Wang, and Ms. Lv, jointly and severally, are liable for damages for breach of contract in that regard, or in the alternative, a declaration that the Port Moody Agreement is rescinded for misrepresentation;
7. An order against Buffalo Megan Holding, the Partnership, Mr. Wang, and Ms. Lv, jointly and severally, for damages for breach of contract, or in the alternative, misrepresentation with respect to the Port Moody Agreement;
8. A declaration that the defendants have been unjustly enriched at the expense of the plaintiffs.
9. A remedial constructive trust declaration that the defendants Mr. Wang and Ms. Lv hold title to the Property in trust for the Plaintiff to the extent of the plaintiff's contribution;
10. A remedial constructive trust declaration that the Buffalo Megan Holding holds title to the Buffalo Megan Holding Property in trust for the Plaintiff to the extent of the plaintiff's contribution;
11. A certificate of pending litigation registered on title of the Property and the Buffalo Megan Holding Property;

12. Costs against each of the defendants; and
13. Such further and other relief as this Honourable Court deems just.

Part 3: LEGAL BASIS

Breach of Contract

1. The plaintiff claims from the Partnership, and each of its partners jointly and severally, damages for breach of contract for failure to repay the funds according to the Loan Agreement.
2. The plaintiff claims from Buffalo Megan Holding, against the Partnership, and each of its partners jointly and severally, damages for breach of the Port Moody Agreement.

Special Purpose Trust

3. The plaintiff advanced funds under the Loan Agreement to Buffalo Properties Inc., according to Mr. Wang's directions, for the sole purpose of the Cambie Project which impressed these funds with a *Quistclose* trust in favour of the plaintiff if this purpose was not achieved. Each of the defendants had express or implied notice of the trust and circumstances giving rise to the trust.

Misrepresentation

4. A court may rescind a contract and order damages where a party was induced by misrepresentations to enter a contract. The plaintiff was induced by Mr. Wang's misrepresentations to enter into the Port Moody Agreement with Buffalo Megan Holding.

Unjust Enrichment

5. The defendants Mr. Wang, Ms. Lv., Buffalo Properties, and Buffalo Megan Holding have been unjustly enriched by the receipt of the Plaintiff's money, to the corresponding deprivation of the Plaintiff, and without juristic reason.

Constructive Trust

6. There is a direct link between the funds advanced under the Loan Agreement and the acquisition, improvement, and maintenance of the Property and the Buffalo Megan Holding Property.

7. An award of monetary damages would be insufficient in this case due to the financial circumstances of the Defendants.

Piercing the Corporate Veil

8. The corporate veil may be lifted where its directors have made misrepresentations on behalf of the company. The misrepresentations by Mr. Wang justify holding him personally liable for damages, jointly and severally with Ms. Lv in her capacity as a partner of the Partnership.

Plaintiff's address for service: c/o CNS Law Corporation
5811 Cooney Road
Suite 602 North Tower
Richmond, BC V6X 3M1

Place of trial: Vancouver, BC

The address of the registry is: 800 Smithe St
Vancouver, BC V6Z 2E1

Date: March 4, 2022

"Brent Desruisseaux"
Signature of
 Plaintiff(s) Lawyer for Plaintiff(s)
Brent Desruisseaux

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

APPENDIX**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

This is a dispute regarding financing arrangements for real estate development projects.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

If an enactment is being relied on, specify. Do not list more than 3 enactments.

Partnership Act, RSBC 1996, c 348



This is Exhibit " B " referred to in the affidavit of Fan Yang sworn before me at Richmond in the Province of British Columbia This 3rd day of March 20 23

A Commissioner for Taking Affidavits for British Columbia

No. S-221828 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XUEMEI HUANG

PLAINTIFF

AND:

JI YAO WANG also known as JIANYU WANG and CHANGXIA LV carrying on business as a partnership, JI YAO WANG also known as JIANYU WANG, CHANGXIA LV, BUFFALO PROPERTIES INC. and BUFFALO MEGAN HOLDINGS LTD.

DEFENDANTS

RESPONSE TO CIVIL CLAIM

Filed by: The Defendants

PART 1: RESPONSE TO NOTICE OF CIVIL CLAIM FACTS

Division 1 – Defendants’ Response to Facts

- 1. The facts alleged in paragraphs 1 to 7 and 20 of Part 1 of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 8 to 19 and 21 of Part 1 of the Notice of Civil Claim are admitted.
3. The facts alleged in none of the paragraphs of Part 1 of the Notice of Civil Claim are outside the knowledge of the Defendants.

Division 2 – Defendants Version of Facts

Notice of Civil Claim, paragraphs 8 to 14

- 1. The Defendants admit funds were advanced by the Plaintiff to Buffalo Properties Inc., in the amount of \$500,000 on April 18th, 2018.
2. That transaction was not a loan, and the funds were not advanced as loan proceeds.
3. The Defendant Ji Yao Wang ("Wang") is well known in the Chinese community in the Lower Mainland, as a successful developer.

4. Between 2016 and 2018, Wang developed a project known as Aperture, an award winning development located in Vancouver.
5. The Plaintiff, and others, approached Wang seeking to invest in one of his projects.
6. At that time, Wang had a number of projects underway, known, variously, as the 64th and Cambie project, the Port Moody project, the Granville project, the Broadway project, and the Saanich project.
7. Following discussions, the Plaintiff and the others interested in investing in one of Wang's projects, selected the project known as Cambie and 64th, being a real estate development taking place on lands and premises known and described as:

512 West 64th Avenue, Vancouver, BC

Parcel Identifier: 014-526-051, Lot 152 except the East 11 Feet Now Lane Centre Portion of District Lot 323 Plan 1640;

518 West 64th Avenue, Vancouver, BC

Parcel Identifier: 008-749-124, Lot U of Lots 150 and 151 Centre Portion of District Lot 323 Plan 13003;

522 West 64th Avenue, Vancouver, BC

Parcel Identifier: 008-749-094, Lot T of Lots 150 and 151 Centre Portion of District Lot 323 Plan 13003;

511 West 65th Avenue, Vancouver, BC

Parcel Identifier: 013-240-781, Lot 133 except the East 11 Feet Now Road Centre Part of District Lot 323 Plan 1640;

519 West 65th Avenue, Vancouver, BC

Parcel Identifier: 006-672-761, The East 1/2 of Lot 134 Centre Portion of District Lot 323 Plan 1640;

529 West 65th Avenue, Vancouver, BC

Parcel Identifier: 014-525-941, The West 1/2 of Lot 134 Centre Portion of District Lot 323 Plan 1640; and

533 West 65th Avenue, Vancouver, BC

Parcel Identifier: 008-927-707, Lot L of the Centre Portion of District Lot 323 Plan 11251

(collectively, the "Lands")

8. It was agreed that various members of the group, of which the Plaintiff was one, would invest various amounts in the Cambie and 64th project. It was agreed that the Plaintiff would advance \$500,000.

9. However, the transaction was not a transaction in the nature of a loan.

10. The funds were advanced pursuant to an agreement reflected in a written Letter of Intent between, *inter alia*, the Plaintiff and the Defendant. The Letter of Intent was executed by the Plaintiff on April 18, 2018, contemporaneously with her advance of \$500,000.

11. The Letter of Intent was entitled "A Project Investment Agreement" and contained provisions to the following effect:

- (a) It described itself as an agreement reached after negotiation and discussion among "potential candidates of investment". It referred to the contributions as "an investment allotment";
- (b) It contained a schedule describing the timing and amount of funds to be advanced "for investment";
- (c) It contained a formula for the allocation and distribution of profit from the project, including a calculation on the basis of the original advance, plus a minimum 7.5% return on investment;
- (d) It provided for management expenses, including \$10,000 per month to be paid to the Defendants Wang and Changxia Lv ("Lv"), as a management fee;
- (e) It set out certain rights and obligations for the "investment shareholders"; and

- (f) The project investment agreement was executed by the Plaintiff in her self-described capacity of "investment shareholder".

12. The Defendants deny any funds were advanced by way of a loan, whether as alleged or otherwise. The Defendants say that any funds advanced by the Plaintiff were advanced as an investment in the Cambie and 64th project, in anticipation of receiving a share of profits. The Defendants Wang, Lv, and Buffalo Properties deny they are indebted in the manner alleged or at all.

Notice of Civil Claim, paragraphs 13 to 14

13. The Defendants Wang and Lv say that the Project Investment Agreement provided for a payment to them of \$10,000 per month, or to their order, as a management fee, all as agreed to by the Plaintiff.

14. The Defendants say that if any funds invested in the Cambie and 64th project by the Plaintiff or others was used by them somehow in connection with property at 780 West 54th, which is not admitted but specifically denied, the West 54th property is the home in which the Defendants Wang and Lv resided at the time and they were perfectly entitled to use their management fees as they saw fit.

15. The Defendants Wang, Lv, and Buffalo Megan deny any other investment funds of the Plaintiff, as advanced to the Cambie and 64th project, were advanced to them, and puts the Plaintiff to the strict proof thereof.

16. If any such funds were advanced, which is not admitted but specifically denied, then they were advanced by the Defendants Wang and Lv as their own funds.

Notice of Civil Claim, paragraphs 15 to 19

17. The Defendants say that paragraphs 15 to 19 of the Notice of Civil Claim are entirely untrue and false.

18. Buffalo Megan agrees that it signed a document entitled Buffalo Group Port Moody Project Equity Transfer Agreement but did not do so in the circumstances outlined in these paragraphs of the Notice of Civil Claim, but in very different circumstances.

19. The project at 64th and Cambie did not proceed well. Buffalo Properties was unable to fund the project adequately, and decided it had to sell the project.

20. The Plaintiff and one other of her fellow investors, being Lihua Fu ("Fu"), demanded that their investment be transferred from being one of an investment in Cambie and 64th, to an investment in another project of Wang, known as the Port Moody project.

21. The Defendant Wang denies making the representation set forth in paragraph 16 thereof or making any representations at all concerning the Port Moody project in order to entice the Plaintiff to participate in that project.

22. In making demands for the transfer of their investment, the Plaintiff and Fu dealt with not only Wang but also Hongyuan (Andy) Ren ("Ren"). Ren is the cousin of Wang, and holds power of attorney for Lv. He is an authorized signatory of all of the Buffalo companies, and is involved in their businesses, frequently as a representative of Wang and was in Vancouver at the time.

23. Ren is an authorized signatory of Buffalo Megan.

24. Ren signed the Port Moody Equity Transfer Agreement and two other agreements, not Wang, in the circumstances outlined below. All those agreements were false.

25. On several occasions, the Plaintiff and Fu attended at the offices of the Buffalo companies and met with Ren or phoned him. They were angry, and used loud and abusive language about the failure of their investment.

26. They demanded an interest in the Port Moody project instead, although all the funds advanced by them, had been expended by Buffalo Properties on the Cambie and 64th development. They demanded Ren sign the Port Moody agreement, granting them a portion of the interest of Buffalo Megan in the Port Moody project.

27. The document provided pretended that the funds of the Plaintiff and Fu had been advanced to Buffalo Megan for the Port Moody project, and pretended they were entitled to a share of Buffalo Megan's equity in the project in return for such advances. None of those matters were true. Ren initially refused to sign.

28. The Plaintiff and Fu became belligerent and aggressive, both over the phone and in their visits. On one such visit they engaged in tearing up documents, throwing furniture, kicking over potted plants, throwing plants across the room, and scattering dirt across the floor of the office, while screaming at Ren abusively and threatening him. They blocked the exterior door to the office with a car, so that Ren could not leave.

29. In fear for his safety and as a result of the threats and demands of the Plaintiff and Fu, Ren signed the Equity Transfer Agreement.

30. The conduct of the Plaintiff and Fu amounts to duress.

31. On that same occasion, Fu also extracted the sum of \$60,000 from Ren.

Division 3 – Additional Facts

32. On August 31, 2021 Buffalo Properties sold the 64th and Cambie project to Cambie 65th Development Ltd. ("Cambie 65th").

33. As part of the sale of the Cambie and 64th project, Buffalo Properties retained a participation in and a share of the profits of the project when developed by Cambie 65th.

34. When Buffalo Properties realizes its share of the development profit, it will be allocated amongst the investors in the Cambie and 64th project, in accordance with the Profit Participation Agreement.

PART 2: RESPONSE TO RELIEF SOUGHT

1. The Defendants consent to the granting of the relief sought in none of the paragraphs of Part 2 of the Notice of Civil Claim.

2. The Defendants oppose the granting of the relief sought in all of the paragraphs of Part 2 of the Notice of Civil Claim.

3. The Defendants take no position on the granting of the relief sought in none of the paragraphs of Part 2 of the Notice of Civil Claim.

PART 3: LEGAL BASIS

1. Wang and Lv deny their relationship is that of ongoing partnership with regard to any and all developments undertaken by either of them, including this one.

2. Rather, through various companies, and shareholding interests and directorships, they or one of them controls the various Buffalo companies and projects.

3. The Profit Participation Agreement is, as it describes itself, a Letter of Intent, and as such is an agreement to agree and not enforceable.

4. However, that agreement provides strong and compelling evidence of the true nature of the actual agreement and financial relationship between the Plaintiff and the Defendants.

5. The transaction alleged has none of the attributes of a loan, particularly no repayment date is alleged, and there is no covenant to pay.

6. As for Wang and Lv and the allegation that they improperly purloined funds from the project, they were entitled to receive funds by virtue of the agreement between the parties.

7. Insofar as the agreement alleged with Buffalo Megan is concerned, being the Port Moody agreement, that agreement was executed under duress and coercion, there was no meeting of the minds and no intention to create binding and valid contractual relations.

8. The Defendants say the Port Moody agreement was signed under duress and is not a valid and binding contract.

9. In the alternative, Buffalo Megan pleads *non as factum* with respect to the Port Moody agreement.

10. In the further alternative, there was absolutely no consideration provided by the Plaintiff to Buffalo Megan in exchange for entering into the false terms of the Port Moody agreement.

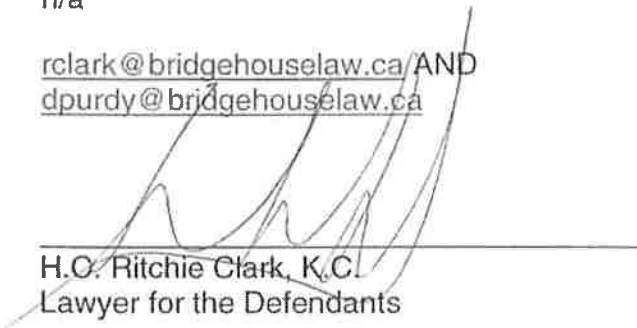
11. In the further alternative, in any event, the Port Moody agreement constitutes an agreement to agree, and is not binding on anyone.

Defendants' address for service: H.C. Ritchie Clark, K.C.
Bridgehouse Law LLP
900 – 900 West Hastings Street
Vancouver, BC V6C 1E5

Fax number address for service (if any): n/a

Email address for service (if any): rclark@bridgehouselaw.ca AND
dpurdy@bridgehouselaw.ca

Date: October 20, 2022



H.C. Ritchie Clark, K.C.
Lawyer for the Defendants

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action, must, within 35 days after the end of the pleading period,
- (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any part at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list of all parties of record.

13-Jan-23

REGISTRY

No. S-221828
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

XUEMEI HUANG

PLAINTIFF

AND:

**JI YAO WANG also known as JIANYU WANG and CHANGXIA LV
carrying on business as a partnership, JI YAO WANG also known as JIANYU
WANG, CHANGXIA LV, BUFFALO PROPERTIES INC.
and BUFFALO MEGAN HOLDINGS LTD.**

DEFENDANTS

NOTICE OF TRIAL

This is Exhibit "C" referred to in the
affidavit of Fan Yang
sworn before me at Richmond
in the Province of British Columbia
This 3rd day of March 2023

Filed by: The Defendants

[Signature]
A Commissioner for taking Affidavits
for British Columbia

TAKE NOTICE that the trial of this proceeding has been set down at the following place,
date and time:

City: Vancouver, British Columbia
Address of Courthouse: 800 Smithe Street, Vancouver, BC V6Z 2E1
Date: June 17, 2024
Time: 10:00 a.m.

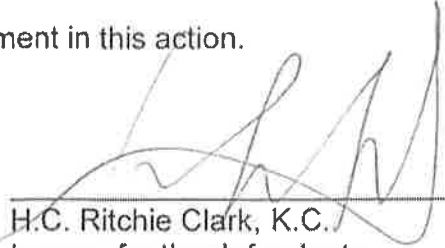
Registrar

The place of trial set out above is the place of trial set out in the notice of civil claim.

All parties of record in this action agree that not more than 10 days is a reasonable time

for the hearing of all evidence and argument in this action.

Date: January 3, 2023



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Lawyer for the defendants

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APPENDIX

Part 1: THIS CLAIM INVOLVES THE FOLLOWING:

- a motor vehicle accident
- a personal injury, other than one arising from a motor vehicle accident
- a dispute about real property (real estate)
- a dispute about personal property
- the lending of money
- the provision of goods or services or other general commercial matters
- an employment relationship
- a dispute about a will or other issues concerning the probate of an estate
- a matter not listed here

Part 2:

[If an enactment is being relied on, specify. Do not list more than 3 enactments]

- 1.
- 2.
- 3.