

No. S235348
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**MCEOWN AND ASSOCIATES LTD. in its capacity as
RECEIVER OF 8655 GRANVILLE LIMITED PARTNERSHIP**

Petitioner

AND:

RED BUFFALO 8655 HOLDINGS LTD.

Respondent

**ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING)**

**BEFORE THE HONOURABLE) DECEMBER 18, 2023
JUSTICE MILMAN)
)**

ON THE APPLICATION of McEown and Associates Ltd. (the "Receiver") in its capacity as the receiver, appointed by Extraordinary Resolution dated April 18, 2023, of 8655 Granville Limited Partnership (the "Limited Partnership"), and in its capacity as Court appointed receiver of Red Buffalo 8655 Holdings Ltd. ("8655 Holdings"), coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on this day, and ON HEARING Jeremy D West, counsel for the Receiver, and those other counsel listed on Schedule "A", and no one else appearing although duly served, and upon reading the materials filed including the Receiver's First Report dated November 10, 2023 and the Receiver's Second Report dated December 8, 2023;

THIS COURT ORDERS AND DECLARES that:

- 1. The sale of the following lands and premises legally described as:**

Parcel Identifier: 009-430-105

Lot D Block F District Lot 318 Plan 21521

(the “Lands”)

or in the alternative, all of the issued shares capital of Red Buffalo 8655 Holdings Ltd. (the “Shares”) (together described as the “Purchased Assets”), between the Receiver and 8655 K Cube Project Limited Partnership by its general partner 1383990 B. C. Ltd. (the “Purchaser”) on the terms and conditions set out in the contract of purchase and sale dated October 23, 2023, which is attached hereto as **Schedule “B”**, for \$18,800,000 plus applicable GST (the “Contract”), is approved and the Contract is commercially reasonable.

2. The execution of the Contract by the Receiver is authorized and approved and the Receiver is authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Contract.
3. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule “C”** hereto (the “Receiver’s Certificate”), all of 8655 Holdings and the Limited Partnership’s right, title and interest in and to the assets described in the Contract shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “Claims”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated August 3, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed further herein which term shall not include the permitted encumbrances, easements and restrictive covenants as described in the Contract), and, for greater certainty, this Court orders that all of the encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. For the purpose of issuing title in respect of the Lands, the following Claims being charges, liens, encumbrances, caveats, mortgages, and certificates of pending litigation, described in the title attached hereto as **Schedule “D”**, be cancelled insofar as they apply to the Lands:

Chargeholder	Nature of Charge	Registration Nos.
Canadian Western Bank	Mortgage	CA6653043
Canadian Western Bank	Assignment of Rents	CA6653044

Core Concept Consulting Ltd.	Claim of Builders Lien	BB5006343
Canadian Western Bank	Certificate of Pending Litigation	CB631232

together with any other charges, liens, encumbrances, caveats, or certificates of pending litigation registered against the Lands subsequent to this Order.

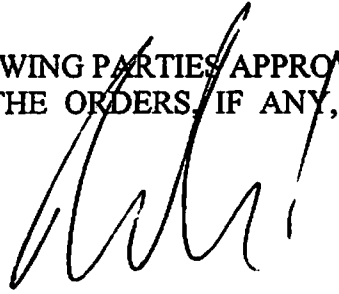
5. Upon filing a certified copy of this Order in the Vancouver Land Title Office, together with a letter from the Receiver's solicitor authorizing registration of this Order, and subject to the terms of this Order:
 - a. in the event that the Contract completes as a sale of the Lands, the British Columbia Registrar of Land Titles is hereby directed to convey the Lands to, and vest in, the Purchaser in fee simple, free and clear of the Claims and any estate, right, title, interest, equity of redemption, and other claims of the parties, together with any other charges, liens, encumbrances, caveats, or certificates of pending litigation registered against the Lands, but subject to the reservations, provisos, exceptions, and conditions expressed in the original grants thereof from the Crown, charges in favour of the City of Vancouver and subject to any existing tenancies; or
 - b. in the event that the Contract completes as a sale of the Shares, the British Columbia Registrar of Land Titles is hereby directed to discharge the Claims and any other charges, liens, encumbrances, caveats, or certificates of pending litigation registered against the Lands, but subject to the reservations, provisos, exceptions, and conditions expressed in the original grants thereof from the Crown, charges in favour of the City of Vancouver and subject to any existing tenancies
6. The date for completion, adjustment, and possession be set at 30 days after the date of this Order (the "Completion Date"). The Completion Date may, with the consent of the Receiver and the Purchaser, be extended by 15 days without further court Order.
7. The net proceeds of sale from the Lands, or in the alternative the Shares, less usual adjustments, be paid out by the Receiver without further Order as follows:
 - a. first, in payment of any outstanding taxes, utilities with respect to the Lands, including any arrears, penalties and accrued interest;
 - b. second, in payment of the amounts due and owing as of closing date to Canadian Western Bank ; and

- c. the balance remaining out of the proceeds of the sale, if any, be distributed in accordance any Order of the Court or agreement of the parties.
8. The Receiver deliver to the Purchaser vacant possession of the Lands at 5:00 p.m. on the possession date.
9. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of 8655 Holdings,the vesting of the Lands, or in the alternative the Shares, in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the 8655 Holdings or the Limited Partnership and shall not be void or voidable by creditors of the 8655 Holdings or the Limited Partnership, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
10. The parties may apply for such further direction as may be necessary to carry out this Order.

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11. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby 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:



Signature of Jeremy D. West
Counsel for McEown and Associates Ltd.
in its capacity as the receiver of Red Buffalo
8655 Holdings Ltd.

By the Court *Milman, J.*

Registrar



Schedule A- List of Counsel Appearing

Jeremy D. West	Counsel for McEown and Associates Ltd. in its capacity as the receiver, appointed by Extraordinary Resolution dated April 18, 2023, of 8655 Granville Limited Partnership, and in its capacity as Court appointed receiver of Red Buffalo 8655 Holdings Ltd
Dan Nugent	Counsel for Canadian Western Bank
Dan Parlow	Counsel for Sunshine Treasurehunt Development Ltd., Hong Xu, 1146812 BC Ltd.
Ritchie Clark KC	Counsel for Canadian Red Bull Group Investment Management Ltd., 1145606 BC Ltd., WJY 2015 Trust, Chang Xia Ly, Hu Wang and 1146503 B.C. Ltd.

**OFFER TO PURCHASE
8655 GRANVILLE STREET, VANCOUVER BC**

DATE: October 23, 2023

**BETWEEN: 8655 K CUBE PROJECT LIMITED PARTNERSHIP, BY ITS (the "Purchaser")
GENERAL PARTNER, 1383990 B.C. LTD.**

**AND: MCEOWN AND ASSOCIATES LTD. SOLELY IN ITS (the "Vendor")
CAPACITY AS RECEIVER FOR 8655 GRANVILLE LIMITED
PARTNERSHIP APPOINTED BY EXTRA-ORDINARY
RESOLUTION AND IN ITS CAPACITY AS COURT APPOINTED
RECEIVER OF RED BUFFALO 8655 HOLDINGS LTD., AND
NOT IN ITS PERSONAL OR ANY OTHER CAPACITY**

1. BASIC TERMS

The basic terms of this Offer to Purchase are:

(a) **Address of Purchaser:** Suite 700 – 595 Burrard Street
Vancouver, BC V7X 1S8

Attention: Liping Wang
Email Address:
daniel.wu@incandevlopments.ca;
tiger.wang@incandevlopments.ca;
lven@boughtonlaw.com.

(b) **Address of Vendor:** c/o McEown and Associates
110-744 W Hastings St. Vancouver BC
Attention: John McEown
Email Address: jm@mceownassociates.ca

(c) **Cushman:** Cushman & Wakefield ULC
Address of Cushman: P.O. Box 10023, Pacific Centre
Suite 700, 700 West Georgia Street
Vancouver, B.C. V7Y 1A1
Attention: Kyle Wilson
Email Address: Kyle.Wilson@ca.cushwake.com

231891-0009/01752407 Cushman & Wakefield ULC
Pacific Centre, PO Box 10023
Suite 700, 700 West Georgia Street
Vancouver, BC V7Y 1A1
(604) 883 3111 Tel
(604) 883 0432 Fax
www.cushmanwakefield.com
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(d) **Co-Brokerage:** CAH Realty Inc.
Address of Co-Brokerage: P.O. Box 10023, Pacific Centre
Suite 700, 700 West Georgia Street
Vancouver, B.C. V7Y 1A1
Attention: Craig Haziza
Email Address: Craig.Haziza@ca.cushwake.com

(e) **Lands:**
Municipal Address: 8655 Granville Street, Vancouver BC
Legal Description: Parcel Identifier: 009-430-105
LOT D BLOCK F DISTRICT LOT 318 PLAN 21521

(f) **Purchase Price:** ~~EIGHTEEN MILLION AND EIGHT HUNDRED THOUSAND DOLLARS~~ ^{JM}
~~Nineteen Million Three Hundred Thousand Dollars (\$19,300,000)~~ ^{JM}
~~EIGHTEEN MILLION AND EIGHT HUNDRED THOUSAND DOLLARS~~
Eighteen Million and Eight Hundred Thousand Dollars (\$18,800,000) (being the total price for the Property (as defined in section 2))

(g) **Deposits:** 
INITIALS
Initial Deposit: \$1,000,000
Additional Deposit: N/A

(the Initial Deposit and the Additional Deposit are together referred to as the "Deposit")


(h) **Deposit To Be Paid In Trust To:** Watson Goepel LLP (the "Deposit Holder")
(i) **Completion Date:** Such date that is within 30 days following the Court approves this Contract of Purchase and Sale.
(j) **Acceptance Date:** October 31, 2023
(k) **Purchaser's Condition Waiver Date:** October 31, 2023


The foregoing basic terms are approved by the parties. Any reference in this Offer to Purchase to a basic term shall be construed to include the provision set forth above as well as any additional terms and conditions of this Offer to Purchase where the basic term is more fully set forth.

2. AGENCY DISCLOSURE

A. The Vendor acknowledges having received, read and understood the BC Financial Services Authority ("BCFSA") form entitled


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 INITIALS

 confirms that the Vendor has an agency relationship with Craig Haziza and Kyle Wilson as designated agents/licensees who are licensed in relation to CAH Realty Inc. and Cushman & Wakefield ULC respectively as the brokerage.


 INITIALS

B. The Purchaser acknowledges having received, read and understood BCFSA form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Purchaser has an agency relationship with _____ as designated agent/licensee who is licensed in relation to _____ as the brokerage.

C. If only (A) above has been completed, the Purchaser acknowledges having received, read and understood BCFSA form "*Disclosure of Representation in Trading Services*" & "*Disclosure of Risks to Unrepresented Parties*" from the Vendor's agent listed in (A) above and hereby confirms that the Purchaser has no agency relationship.


3. OFFER

The Purchaser hereby offers to purchase from the Vendor all of the Vendor's right, title and interest in the Lands, including all of the Vendor's right, title and interest in all buildings, structures and improvements thereon (collectively the "Building"), free and clear of all liens, charges, encumbrances, save and except for the charges and encumbrances listed in Schedule A attached hereto (the "Permitted Encumbrances"), for the Purchase Price and upon the terms and conditions herein set forth. The Lands and the Building, are herein collectively called the "Property".

4. PAYMENT OF PURCHASE PRICE

The Purchase Price for the Property will be paid by the Purchaser to the Vendor as follows:

(a) by payment of the Initial Deposit by the Purchaser to the Deposit Holder forthwith upon acceptance by the Vendor of this Offer to Purchase, to be deposited and held by the Deposit Holder in trust in an interest bearing account as a stakeholder on behalf of the parties, pending completion of the sale and purchase of the Property or other termination of this Offer to Purchase;


~~(b) by payment of the Additional Deposit by the Purchaser to the Deposit Holder forthwith upon the satisfaction or waiver of all of the Purchaser's Conditions (as defined in ~~Error! Reference source not found.~~), to be deposited and held by the Deposit Holder in trust in an interest bearing account as a stakeholder on behalf of the parties, pending completion of the sale and purchase of the Property or other termination of this Offer to Purchase;~~

(c) by the delivery of a non interest-bearing demand promissory note (the "Promissory Note") by the Purchaser to the Vendor in the amount of \$5,340,000; and

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- (d) by payment of the balance of the Purchase Price, subject to adjustment as provided in section 11, by payment of such amount by the Purchaser to the Vendor on the Completion Date in accordance with the provisions of this Offer to Purchase.

The Deposit will be credited to the Purchase Price and will be paid to the Vendor if the sale and purchase is completed in accordance with the terms hereof. The Deposit paid, together with all interest accrued thereon, will be forfeited to the Vendor if the Purchaser is in default of its obligation to complete the sale and purchase of the Property hereunder as liquidated damages (the parties hereby agreeing that such amount constitutes a genuine pre-estimate of damages) and as the Vendor's sole and exclusive remedy, or will be paid in full to the Purchaser, without prejudice to any other right or remedy of the Purchaser, in the event that the Purchaser elects to terminate this Offer to Purchase due to the Vendor being in default of its obligation to complete the sale and purchase of the Property hereunder.

The Deposit Holder is authorized to pay all or any portion of the Deposit to the Purchaser's or the Vendor's conveyancer (the "Conveyancer") without further written direction from the Purchaser or the Vendor, provided that (a) the Conveyancer is a lawyer or notary public and (b) such money is paid to the Conveyancer on the condition that (i) it be held in trust by the Conveyancer as a stakeholder in accordance with applicable laws pending the completion of the transaction and not on behalf of any of the principals to the transaction and (ii) if the sale does not complete, the money will be returned to the Deposit Holder or paid into Court. The parties acknowledge and agree that the Deposit Holder will be entitled to rely on the provisions set out in this paragraph notwithstanding that it is not a party to this Offer to Purchase.

5. **COURT ORDERED SALE SCHEDULE**

Schedule B

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The Offer to Purchase is subject to the terms set out in ~~Error! Reference source not found.~~ attached hereto. In the event of conflict between the Offer to Purchase and Schedule B the terms of Schedule B shall prevail.

6. **PURCHASER'S OPTION**

The Purchaser may elect to purchase the shares of the nominee owner of the Property and the beneficial interest in the Property pursuant to the terms set out in Schedule C attached hereto.

7. **PURCHASER'S DUE DILIGENCE**

The Purchaser acknowledges having received access to a data room and has been given the opportunity to view the following documents in the data room:

- Tax Report – 8655 Granville Street
- Autoprop – R-8655 Granville Street
- Order Made After Application – August 3, 2023
- Schedule A to Contract of Purchase and Sale

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- Site Condition Report Keystone Environmental 2019-06-26
- DP Drawings -DS_store
- DP Drawings -8655 Granville_IF DP_Landscape
- DP Drawings -8655 Granville_IF_DP_Arch
- DP Drawings -19013_8655 Granville_DP Final
- Payment – DP Payment Receipt

- Payment- DS_Store

- 2023 Property Tax

- Site Survey

- Rezoning-Permitting-Correspondence – Correspondence with COV

- Rezoning-Permitting-Correspondence – DP Prior to Response No. 2
- Rezoning-Permitting-Correspondence – Rezoning Referral Report
- Geotch Report
- Renderings -Rear View
- Renderings – Front View

8. SITE DISCLOSURE STATEMENT

The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a "Site Disclosure Statement" for the Property under the *Environmental Management Act* (British Columbia) or any regulation in respect thereto.

9. GOODS AND SERVICES TAX

The Purchaser confirms that it will be registered on the Completion Date with Canada Revenue Agency or any successor thereto ("CRA") in compliance with Part IX of the *Excise Tax Act* (Canada) relating to the federal goods and services tax (the "GST"). The Purchase Price does not include GST and the Purchaser confirms that it will be responsible for any GST payable with respect to the subject transaction, will account directly to CRA with respect thereto and will confirm its GST registration number to the Vendor on the Completion Date by providing a signed certificate in the customary form.

The Purchaser will indemnify and save harmless the Vendor from and against any and all GST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any failure by the Purchaser to comply with the foregoing and such indemnity will survive and not merge upon closing of the sale of the Property contemplated herein.

10. COMPLETION DATE

The sale and purchase of the Property will be completed on the Completion Date.

11. ADJUSTMENTS

- (a) Adjustment Date. Adjustments for the Property will be made as of the Completion Date and the payment due pursuant to section 4(d) will be adjusted accordingly.

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Except as otherwise provided in this Offer to Purchase, the Vendor will be responsible for all expenses and will be entitled to all revenues accrued with respect to the Property for the period ending on the day before the Completion Date and, for the period from and including the Completion Date, the Purchaser will be responsible for all expenses and will be entitled to all revenues accruing with respect to the Property.

- (b) Adjustment Items. The adjustments with respect to the Leases will include all current rents (including current basic rent, current additional rent, current percentage rent and other current charges), and all other items normally adjusted between a vendor and purchaser in respect of the sale of property similar to the Property unless noted on the attached Schedule B. The amount payable by a tenant in respect of percentage rent will be adjusted between the Vendor and the Purchaser based on a pro rata sharing of the Sales for the full calendar year in which the Completion Date occurs calculated when the appropriate information is available ~~as part of the readjustment provided for in accordance with section Error!~~ ~~Reference source not found.~~ "Sales" means the sale proceeds and/or revenue referred to in the respective Leases as the basis for the calculation of percentage rent.

- (c) Statement of Adjustments. A Statement of Adjustments will be delivered to the Purchaser by the Vendor at least five (5) business days prior to the Completion Date and shall have annexed to it details of the calculations used to arrive at all debits and credits on the Statement of Adjustments. The Vendor will give the Purchaser and its representatives reasonable access to all working papers and back-up materials in order to verify the Statement of Adjustments.

12. RISK

The Property will be and remain at the Vendor's risk until the Transfer (as defined in section 14(a)(i)) is filed for registration in the applicable Land Title Office, and the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their respective interest may appear pending the Completion Date. Notwithstanding the foregoing, if the Property or any material part thereof is destroyed or expropriated prior to the Completion Date, the Purchaser will have the option in its sole discretion of completing the sale and purchase and accepting from the Vendor an assignment of the proceeds of insurance (and an adjustment to the Purchase Price in an amount equal to the deductible under the relevant insurance policy) or expropriation award or other compensation as well as the balance of the Property, or of not completing the sale and purchase (in which case the Deposit paid, together with all accrued interest thereon, will be returned to the Purchaser forthwith and the parties will have no further obligations hereunder except for the obligation of the Purchaser to maintain the confidentiality of all disclosed documents and instruments delivered to it, to return all copies of such documents and instruments and to indemnify the Vendor and/or tenants of the Property as contemplated in section 7).

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13. VACANT POSSESSION

The Purchaser will have vacant possession of the Lands and Building free and clear of all charges, liens and encumbrances save for the Permitted Encumbrances immediately upon completion of the sale and purchase of the Property.

14. DELIVERY OF CLOSING DOCUMENTS

(a) On or before the Completion Date, the Vendor will cause the Vendor's solicitors to deliver to the Purchaser's solicitors the following items, duly executed by the Vendor and in registrable form whenever appropriate, to be dealt with in accordance with section 15:

(i) a Form A - Freehold Transfer(s), conveying the Lands to the Purchaser (the "Transfer"), executed by the Vendor or any other person which holds registered title to the Lands on behalf of the Vendor;

(ii) a Vendor's Statement of Adjustments;

(iii) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Purchaser's solicitors and the Vendor's solicitors for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Purchaser, title to the Property free and clear of any lien, charge, encumbrance or legal notation other than the Permitted Encumbrances as contemplated herein.

(b) All documents referred to in section 14(a) will be prepared by the Purchaser's solicitors to the extent that preparation is required (except for the Vendor's Statement of Adjustments, which will be prepared by the Vendor or its solicitors pursuant to section 11(c)), in a form reasonably satisfactory to the Purchaser and the Vendor and, where applicable, in a form suitable for registration in the appropriate offices of public record. The Vendor and the Purchaser will each deliver to or cause to be delivered to the other all such further documents and assurances as may be reasonably required to give full effect to the intent and meaning hereof. On the Completion Date, the Purchaser will deliver a duly executed copy of the Promissory Note to the Vendor, and the amount thereof will be reflected on the Vendor's Statement of Adjustments.

15. CLOSING PROCEDURE

(a) On or before the Completion Date, the Purchaser will pay to the Purchaser's solicitors in trust the amount provided for in section 4(d) of this Offer to Purchase, less the amount to be advanced to the Purchaser on the Completion Date under any mortgage financing arranged by the Purchaser.

(b) Forthwith following receipt by the Purchaser's solicitors of the payment pursuant to section 15(a) and the documents and items referred to in section 14(a), the Purchaser will cause the Purchaser's solicitors to file the Transfer in the appropriate Land Title Office on the Completion Date concurrently with any security

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documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property.

- (c) Forthwith following the filing referred to in section 15(b) and upon the Purchaser's solicitors being satisfied as to the Purchaser's pending title to the Lands after conducting a post filing registration check of the property index disclosing only the following:
- (i) the existing title number(s) to the Lands;
 - (ii) the Permitted Encumbrances;
 - (iii) pending number(s) assigned to the Transfer;
 - (iv) pending numbers assigned to any charges granted by the Purchaser including any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property; and
 - (v) any charges with respect to which the Vendor's solicitors have extended satisfactory undertakings regarding the discharge and release of the same;

the Purchaser will cause the Purchaser's solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with the sale and purchase of the Property, to deliver to the Vendor's solicitors on the Completion Date, any document referred to in section 14(a) which has not previously been provided to the Vendor in a form executed by the Purchaser, executed by the Purchaser, and a trust cheque for the balance due to the Vendor pursuant to section 4(d) (plus the amount of the Deposit or the portion thereof that was paid to the Purchaser's solicitors pursuant to the last paragraph of section 4, if applicable) and, subject to any prior release pursuant to the last paragraph of section 4, to instruct the Deposit Holder to release the Deposit to the Vendor or the Vendor's solicitors and all accrued interest on the Deposit to the Purchaser.

16. DISCHARGE OF VENDOR'S ENCUMBRANCES

The Purchaser acknowledges and agrees that if the Vendor's title to the Property is subject to any financial encumbrance which the Vendor is required to discharge pursuant to this Offer to Purchase, the Vendor will not be required to clear title prior to the receipt of the net sales proceeds but will be obligated to do so within a reasonable time following closing and the Purchaser will pay, or cause its solicitors to pay the balance of the adjusted Purchase Price to the Vendor's solicitors in trust on their undertaking to discharge any such financial encumbrance from the adjusted Purchase Price and obtain and register a discharge thereof within a reasonable time.

17. FEES AND EXPENSES

All documents as are necessary to complete the sale and purchase of the Property including the Transfer will be prepared at the expense of, and registered at the expense of, the Purchaser and all documents required to clear title to the Property of any of the Vendor's

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financial encumbrances will be prepared and registered by and at the expense of the Vendor. The Purchaser will pay the expense of registering the Transfer and any property transfer tax due in respect of the transfer of the Property to the Purchaser.

18. TENDER

Any tender of documents or money pursuant to this Offer to Purchase may be made upon the solicitor or notary public acting for the party on whom tender is desired, and it will be sufficient that a certified or trust account cheque is tendered instead of cash.

19. ENTIRE AGREEMENT

This Offer to Purchase (including the Schedules attached hereto) constitutes the entire agreement between the parties in respect of the Property, and it is understood and agreed that there are no representations, warranties or guarantees or promises affecting the Property or this Offer to Purchase except for those contained herein. It is further understood and agreed that there are no covenants, agreements, collateral agreements or conditions affecting the Property or this Offer to Purchase other than as expressed in writing in this Offer to Purchase.

20. TIME

Time shall be of the essence hereof.

21. NOTICES

Any notices, requests or demands which may or are required to be given or made hereunder will be in writing and served personally, faxed or e-mailed as follows:

- (a) if to the Purchaser, to the address, or e-mail address and to the person set out in section 1(a);
- (b) and if to the Vendor, to the address, or e-mail address and to the person set out in section 1(b);
- (c) with copies to Cushman and the Co-Brokerage at the address, or e-mail address and to the person set out in section 1(c) and 1(d);

provided that either party may change its address, fax number or e-mail address by written notice to the other and in such event this section will be deemed to be amended accordingly. Any notice, request or demand given or made hereunder by personal delivery, fax or e-mail will be conclusively deemed to have been given or made on the day it is actually delivered, faxed or e-mailed unless it is delivered, faxed or e-mailed after 5:00 p.m. (Vancouver time) or on a day other than a business day, in which case it will be deemed to have been given or made on the next business day.

22. INDEPENDENT EXPERT ADVICE

Each of the Purchaser and the Vendor acknowledges and agrees that the real estate agents and brokerages involved in the transaction contemplated in this Offer to Purchase have been retained solely to provide real estate services and not as lawyers, tax advisors, lenders, certified appraisers, surveyors, structural engineers, building inspectors or other

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professional service providers and that it has been afforded the opportunity to seek other independent expert advice prior to its execution of this Offer to Purchase.

23. GOVERNING LAW

This Offer to Purchase and the agreement resulting therefrom will be construed according to and governed by the laws of the Province of British Columbia.

24. BINDING EFFECT

This Offer to Purchase will enure to the benefit of and be binding upon the Vendor and the Purchaser and their representative administrators, successors and permitted assigns.

25. BUSINESS DAY

(a) In this Offer to Purchase, "business day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.

(b) If the date for the performance of any act or thing falls on a day which is a Saturday, Sunday or statutory holiday in British Columbia, then the date for the performance of such act or thing will be extended to the next business day.

26. JOINT AND SEVERAL

If either the Vendor or the Purchaser is comprised of more than one party, then all of the covenants, agreements, representations and warranties of each of the parties comprising the Vendor or the Purchaser, as the case may be, will be joint and several covenants, agreements, representations and warranties.

27. EXECUTION BY ELECTRONIC MEANS

This Offer to Purchase may be executed by the parties and transmitted by fax or other electronic means and if so executed and transmitted this Offer to Purchase will be for all purposes as effective as if the parties had delivered an executed original Offer to Purchase.

28. EXECUTION IN COUNTERPARTS

This Offer to Purchase may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

30. NO ASSIGNMENT

This Offer to Purchase cannot be assigned by the Purchaser.

31. OFFER

This Offer to Purchase is irrevocable and open for acceptance by the Vendor, in the manner indicated below, until but not after 11:00 p.m. Vancouver local time on the Acceptance Date, and if not accepted on or before such time and date will be absolutely null and void. This Offer to Purchase may be accepted by the Vendor executing this Offer to Purchase and returning same to the Purchaser, and when accepted, this Offer to Purchase will

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constitute a binding agreement of sale and purchase of the Property in accordance with the terms hereof.

The Purchaser has executed this Offer to Purchase this 23rd day of October, 2023.

PURCHASER:

**8655 K CUBE PROJECT LIMITED PARTNERSHIP,
BY ITS GENERAL PARTNER, 1383990 B.C. LTD.**

Per: 
 (Authorized Signatory)

Liping Wang, Director
(Name & Title)

VENDOR'S ACCEPTANCE

In consideration of the Purchaser paying the Initial Deposit to the Deposit Holder as provided in section 4(a), and in further consideration of the covenants and agreements of the Purchaser contained in this Offer to Purchase, the Vendor hereby accepts the Purchaser's offer herein and agrees to sell the Property to the Purchaser in accordance with the terms of this Offer to Purchase.

IN WITNESS WHEREOF the Vendor has executed this Offer to Purchase this day of October, 2023.

VENDOR:

MC EOWN AND ASSOCIATES LTD. SOLELY IN ITS CAPACITY AS RECEIVER OF 8655 GRANVILLE LIMITED PARTNERSHIP BY EXTRAORDINARY RESOLUTION DATED APRIL 18, 2023 AND IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF RED BUFFALO 8655 HOLDINGS LTD.

Per: JOHN MCEOWN
 (Authorized Signatory)

(Name & Title)

SCHEDULE A

PERMITTED ENCUMBRANCES

The Property is subject to the following Permitted Encumbrances:

1. the subsisting exceptions or reservations or other rights contained or reserved to the Crown in the original grant from the Crown;
2. all legal notations, charges, liens and interests which appear on the title search of the Lands attached to this Schedule A other than any financial encumbrances, which financial encumbrances are to be discharged by the Vendor on closing or pursuant to section 16 of this Offer to Purchase.

A-2

TITLE SEARCH PRINT

2023-10-10, 13:35:16

File Reference:

Requestor: Jayden Hamilton

Declared Value \$20000000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CA6653042
From Title Number	CA6639468
Application Received	2018-02-28
Application Entered	2018-03-06
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	RED BUFFALO 8655 HOLDINGS LTD., INC.NO. BC1149162 780 WEST 54TH AVENUE VANCOUVER, BC V6P 1M5
Taxation Authority	Vancouver, City of
Description of Land	
Parcel Identifier:	009-430-105
Legal Description:	LOT D BLOCK F DISTRICT LOT 318 PLAN 21521
Legal Notations	NONE
Charges, Liens and Interests	
Nature:	EASEMENT AND INDEMNITY AGREEMENT
Registration Number:	396803M
Registration Date and Time:	1984-12-21 12:54
Registered Owner:	CITY OF VANCOUVER
Remarks:	PART DERIVED FROM FORMER LOTS 11,12,13, AND 14 BLOCK F, PLAN 2978
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	R117336
Registration Date and Time:	1987-11-16 12:40
Registered Owner:	CITY OF VANCOUVER
Remarks:	NORTH 4 METRES

A-3

TITLE SEARCH PRINT

2023-10-10, 13:35:16

File Reference:

Requestor: Jayden Hamilton

Declared Value \$20000000

Nature:
Registration Number:
Registration Date and Time:
Remarks:

RESTRICTIVE COVENANT
CA6016094
2017-05-25 10:42
APPURTENANT TO
PARCEL A (REFERENCE PLAN 2891) OF PARCEL K
(REFERENCE PLAN 1756) DISTRICT LOT 256 GROUP 1 NEW
WESTMINSTER DISTRICT
PARCEL C (REFERENCE PLAN 2360) OF DISTRICT LOT 256
GROUP 1 NEW WESTMINSTER DISTRICT
PARCEL "K" (REFERENCE PLAN 1756) DISTRICT LOT 256
GROUP 1 EXCEPT: PART 13.1 ACRES (REFERENCE PLAN
2891) NEW WESTMINSTER DISTRICT
PARCEL "ONE" (REFERENCE PLAN 1709) DISTRICT LOT
256 GROUP 1 EXCEPT: PARCEL "C" (REFERENCE PLAN
2360) NEW WESTMINSTER DISTRICT
LOT 2 DISTRICT LOTS 219 AND 256 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN 18279

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

MORTGAGE
CA6653043
2018-02-28 14:14
CANADIAN WESTERN BANK

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

ASSIGNMENT OF RENTS
CA6853044
2018-02-28 14:14
CANADIAN WESTERN BANK

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

CLAIM OF BUILDERS LIEN
BB5006343
2023-04-18 14:50
CORE CONCEPT CONSULTING LTD.

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:

CERTIFICATE OF PENDING LITIGATION
CB631232
2023-05-18 15:23
CANADIAN WESTERN BANK

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

SCHEDULE "B"
(SALE BY MCEOWN AND ASSOCIATES LTD., SOLELY IN ITS CAPACITY AS RECEIVER FOR 8655 GRANVILLE LIMITED PARTNERSHIP APPOINTED BY EXTRA-ORDINARY RESOLUTION AND IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF RED BUFFALO 8655 HOLDINGS LTD., AND NOT IN ITS PERSONAL OR ANY OTHER CAPACITY)

DATE: _____

CONTRACT OF PURCHASE AND SALE RE:

8655 Granville Street, Vancouver, British Columbia, with a legal description of:

Parcel Identifier 009-430-105
Lot D Block F District Lot 318 Plan 21521

(the "Property")

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale. Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to the Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean MCEOWN AND ASSOCIATES LTD. solely in its capacity as Receiver of 8655 Granville Limited Partnership appointed by extra-ordinary resolution and in its capacity as Court-Appointed Receiver of Red Buffalo 8655 Holdings Ltd. The Purchaser acknowledges and agrees that the Receiver acts pursuant to its appointment as receiver of 8655 Granville Limited Partnership and Red Buffalo 8655 Holdings Ltd., and not in its personal or any other capacity (the "Receiver").
2. The Receiver agrees, subject to the other terms of this Contract of Purchase and Sale, to present this Contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.
3. The Purchaser accepts the Property "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 Property, and agrees to accept the Property 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.
4. The Purchaser acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Property. The Purchaser acknowledges and agrees that the Purchaser has relied entirely upon the Purchaser's own inspection and investigation with respect to quantity, quality and value of the Property.

5. With respect to all environmental matters, and without limiting the generality of the foregoing, the Purchaser agrees that the Purchaser is responsible to satisfy himself/herself/itself, and is relying on the Purchaser's own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Purchaser and the environmental condition of the Property is otherwise acceptable. "Contaminants" include, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos material, urea formaldehyde, deleterious substances, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, order or other lawful requirements of any governmental authority having jurisdiction over the Property.
6. The Purchaser acknowledges and agrees that the assets to be purchased under the Contract of Purchase and Sale do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Purchaser are taken at the Purchaser's own risk completely, 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.
7. The Purchaser acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Purchaser.
8. 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 Property by the registered owner of the Property or their tenants, guests, assigns, agents or by persons unknown.
9. The acceptance of this offer by the Receiver is pursuant to its appointment as receiver of 8655 Granville Limited Partnership by extra-ordinary resolution and in its capacity as Court-Appointed Receiver of Red Buffalo 8655 Holdings Ltd., and not as owner of the Property.
10. This Contract of Purchase and Sale is subject to approval by the Supreme Court of British Columbia with the real estate commission in respect of this Contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court. This condition is for the sole benefit of the Receiver.
11. The Purchaser acknowledges and agrees that other prospective purchasers may attend in Court in person, virtually, by phone, or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Receiver may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate the acceptance of this offer. To protect the Purchaser's interest in purchasing the Property, the Purchaser acknowledges and agrees that the Purchaser 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 Property as the Court may permit or direct.

12. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval:

(a) the Court orders that the Receiver is not entitled to sell the Property and/or another party, person, or corporation obtains conduct of sale of the Property by order of the Court;

(b) McEown & Associates' appointment as receiver of 48655 Granville Limited Partnership is terminated for any reason or is found to be invalid; or

(c) the Receiver determines it is not advisable to present this Contract of Purchase and Sale to the Court,

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

13. The Purchaser acknowledges and agrees that the Purchaser is purchasing title in the Property free and clear of all encumbrances except:

a. 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;

b. registered or pending restrictive covenants and rights-of-way in favor of utilities and public authorities;

c. existing tenancies, if any; and

d. as otherwise set out herein.

14. The Purchaser acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment provided for in section 4(d) of this Offer to Purchase is paid, or such formal agreement to pay such balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract of Purchase and Sale, and in either event the amount paid by the Purchaser, including without limitation the deposit will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies. In accordance with s. 30(i)(g) and 30(2)(b) of the *Real Estate Services Act*, the Purchaser and the Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Purchaser hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or their counsel

confirming that the Purchaser has failed or refused to complete the purchase and sale herein contemplated despite the Purchaser's conditions having been satisfied or waived.

- 15. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
- 16. The Purchase Price does not include Good and Services Tax or Harmonized Sale Tax, if any. The Purchaser is responsible for paying GST or HST (if any).
- 17. The Receiver may, at its sole discretion, extend the Completion Date by up to 30 days.
- 18. All funds payable in connection with this Contract of Purchase and Sale will be by wire transfer, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Receiver.
- 19. If the Court approves this Contract of Purchase and Sale, the Order will describe the Purchaser exactly as the purchaser appears at the top of the first page of the Contract of Purchase and Sale, so the Purchaser as described at the top of the first page of the Contract of Purchase and Sale will appear as the owner of the Property after completion of the sale. The Receiver will not be bound by any term in the Contract of Purchase and Sale describing the Purchaser otherwise, or allowing the Purchaser to complete the sale with a different name.

Witness Purchaser

Witness Purchaser

MCEOWN AND ASSOCIATES LTD., solely in its capacity as receiver of 8655 Granville Limited Partnership by extraordinary resolution dated April 18, 2023 and in its capacity as Court-Appointed Receiver of Red Buffalo 8655 Holdings Ltd. by its authorized signatory

Witness Signature

Print name

SCHEDULE "C"

1. OPTION TO ACQUIRE NOMINEE.

- (a) Registered title to the Lands is held by Red Buffalo 8655 Holdings Ltd. (the "Nominee") as a bare trustee on behalf of 8655 Granville Limited Partnership. The Vendor agrees with the Purchaser that the Purchaser will have the right upon notifying the Vendor at least 10 days prior to the Completion Date to purchase from the Vendor:
- (i) all of the issued and outstanding shares (the "Shares") in the capital stock of the Nominee for \$1.00; and
 - (ii) all of the interest of the Vendor in the Lands for the Purchase Price less \$1.00.
- (b) The Vendor will, within three business days after the Vendor accepts this Offer to Purchase, deliver to the Purchaser the following:
- (i) true and complete copies of all documents, records, tax returns and financial information pertaining to the Nominee (including the minute book for the Nominee) that are in the Vendor's possession or control; and
 - (ii) a true and complete copy of the trust declaration pursuant to which the Nominee holds legal title to the Lands in trust for the Vendor.

The Purchaser agrees to maintain the confidentiality of all material so delivered, and to return all copies of the same to the Vendor forthwith if the Purchaser fails to complete its purchase of the Property for any reason.

- (c) If the Purchaser exercises its option under paragraph (a) above, then the following terms of this section of this Schedule "C" will apply and, to the extent any such terms are inconsistent with any terms elsewhere in this Offer to Purchase, the provisions of this section will prevail.
- (d) Closing Documents:

The Vendor will execute and provide to the Purchaser together with the other closing documents required in this Offer to Purchase, the following:

- (i) an unregistered beneficial transfer conveying the beneficial interest in the Lands to the Purchaser subject only to the Permitted Encumbrances;
- (ii) a written direction from the Vendor to the Nominee that from and after the Completion Date, the Nominee will hold legal title to the Lands in trust for the Purchaser or as directed by the Purchaser; and

- (iii) a transfer of all of the Shares together with all resolutions, certificates and acknowledgements as may be reasonably required by the Purchaser to effectively transfer the Shares.

In the event the Purchaser exercises the option to buy the Shares, the Transfer will not be executed or registered.

- (e) Risk:

The Property will be and remain at the Vendor's risk until the Purchaser has paid or caused to be paid to the Vendor the amount referred to in section 1(f) of this Offer to Purchase.

- (f) Purchaser's Financing:

If, as part of any mortgage financing arranged by the Purchaser in connection with its purchase of the Property, it is necessary for the Nominee to execute any mortgage financing documents, the Vendor will co-operate with the Purchaser and will cause the Nominee to execute such mortgage financing documents and grant such charges over the Property as the Purchaser's lender may require the Nominee to execute or grant in connection with the transactions contemplated herein, provided that the Purchaser's lender agrees with the Vendor to execute full discharges of such documents and charges if the transactions contemplated in this Offer to Purchase are not completed on the Completion Date. In addition, the Vendor will cause any directors resolutions and any special resolutions of the Nominee which may be required in connection with any such mortgage financing to be executed and delivered to the Purchaser prior to the Completion Date.

wzhang

Job : 20231026_EIGHTEEN MILLION ._ND EIGHT JM Nineteen Million Three H (002).pdf

Host : BL-WZHANG

Date : 2023/10/26

Time : 10:30

SCHEDULE "C"

No. S235348
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**MCEOWN AND ASSOCIATES LTD. in its capacity as
RECEIVER OF 8655 GRANVILLE LIMITED PARTNERSHIP**

Petitioner

AND:

RED BUFFALO 8655 HOLDINGS LTD.

Respondent

RECEIVER'S TRANSACTION IMPLEMENTATION CERTIFICATE

By Order made December 18, 2023 (the "Approval and Vesting Order") the Court:

- a. approved the contract of purchase and sale dated October 23, 2023 for the Lands or, in the alternative the Shares, to 8655 K Cube Project Limited Partnership by its general partner 1383990 B. C. Ltd. (the "Purchaser");
- b. authorized and directed the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Contract; and
- c. authorized and directed the Receiver to deliver a Transaction Implementation Certificate to the Purchaser confirming completion of the Contract.

THE RECEIVER HEREBY CERTIFIES as follows:

1. The Receiver has received funds sufficient to satisfy the purchase price pursuant to the Contract; and
2. The transaction contemplated in the Contract has closed and is complete in all respects.

DATED at the City of Vancouver, in the Province of British Columbia, this ____ day of January, 2023.

**McEown & Associates Ltd., in its capacity as
the court appointed receiver of Red Buffalo
8655 Holdings Ltd.
BY:**

John McEown

SCHEDULE "D"

TITLE SEARCH PRINT

File Reference: 2318910009

Declared Value \$20000000

2023-12-18, 09:01:22

Requestor: Chelsey Cochrane

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

VANCOUVER

Land Title Office

VANCOUVER

Title Number

CA6653042

From Title Number

CA6639468

Application Received

2018-02-28

Application Entered

2018-03-06

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

RED BUFFALO 8655 HOLDINGS LTD., INC.NO. BC1149162
780 WEST 54TH AVENUE
VANCOUVER, BC
V6P 1M5

Taxation Authority

Vancouver, City of

Description of Land

Parcel Identifier:

009-430-105

Legal Description:

LOT D BLOCK F DISTRICT LOT 318 PLAN 21521

Legal Notations

NONE

Charges, Liens and Interests

Nature:

EASEMENT AND INDEMNITY AGREEMENT

Registration Number:

396603M

Registration Date and Time:

1964-12-21 12:54

Registered Owner:

CITY OF VANCOUVER

Remarks:

PART DERIVED FROM FORMER LOTS 11,12,13, AND 14
BLOCK F, PLAN 2978

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

R117336

Registration Date and Time:

1987-11-16 12:40

Registered Owner:

CITY OF VANCOUVER

Remarks:

NORTH 4 METRES

TITLE SEARCH PRINT

File Reference: 2318910009

Declared Value \$20000000

2023-12-18, 09:01:22
Requestor: Chelsey Cochrane

Nature:	RESTRICTIVE COVENANT
Registration Number:	CA6016094
Registration Date and Time:	2017-05-25 10:42
Remarks:	APPURTENANT TO PARCEL A (REFERENCE PLAN 2891) OF PARCEL K (REFERENCE PLAN 1756) DISTRICT LOT 256 GROUP 1 NEW WESTMINSTER DISTRICT PARCEL C (REFERENCE PLAN 2360) OF DISTRICT LOT 256 GROUP 1 NEW WESTMINSTER DISTRICT PARCEL "K" (REFERENCE PLAN 1756) DISTRICT LOT 256 GROUP 1 EXCEPT: PART 13.1 ACRES (REFERENCE PLAN 2891) NEW WESTMINSTER DISTRICT PARCEL "ONE" (REFERENCE PLAN 1709) DISTRICT LOT 256 GROUP 1 EXCEPT: PARCEL "C" (REFERENCE PLAN 2360) NEW WESTMINSTER DISTRICT LOT 2 DISTRICT LOTS 219 AND 256 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 18279

Nature:	MORTGAGE
Registration Number:	CA6653043
Registration Date and Time:	2018-02-28 14:14
Registered Owner:	CANADIAN WESTERN BANK

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA6653044
Registration Date and Time:	2018-02-28 14:14
Registered Owner:	CANADIAN WESTERN BANK

Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	BB5006343
Registration Date and Time:	2023-04-18 14:50
Registered Owner:	CORE CONCEPT CONSULTING LTD.

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB631232
Registration Date and Time:	2023-05-18 15:23
Registered Owner:	CANADIAN WESTERN BANK

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

No. S235348
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

MCEOWN AND ASSOCIATES LTD. in its capacity as
RECEIVER OF 8655 GRANVILLE LIMITED
PARTNERSHIP

Petitioner

AND:

RED BUFFALO 8655 HOLDINGS LTD.

Respondent

Order Made After Application

File No.: 231891-0009

Initials: JDW

WATSON GOEPEL LLP
Lawyers
#1200 - 1075 West Georgia Street
VANCOUVER, B.C.
V6E 3C9

Tel: (604) 688 1301

Fax: (604) 688 8193