

This is the 3<sup>rd</sup> Affidavit of David Milligan in this case and was made on the /3 day of August, 2020.

No. S1710393 Vancouver Registry

#### IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57, AS AMENDED

**AND** 

IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF ALL CANADIAN INVESTMENT CORPORATION

#### **AFFIDAVIT**

- I, DAVID MILLIGAN, of 12874 Madeira Park Road, Box 98, Madeira Park, British Columbia, realtor, SWEAR THAT:
- 1. I am one of the realtors retained by All Canadian Investment Corporation ("ACIC"), the seller of the property located at Packalen Boulevard, Garden Bay, British Columbia, V0N 1S1 ("Lot 4") and as such have personal knowledge of the facts and matters deposed to in this affidavit, save and except where they are said to be based on information and belief, in which case I believe them to be true.

2. Attached as **Exhibit "A"** is a copy of a Land Title Office Title Search Print dated August 10, 2020 for Lot 4 more particularly described as:

PID 026-192-993

Lot 4 and an undivided 3/12<sup>th</sup> share in lot 7, district lot 3923 group 1 New Westminster District Plan BCP15562

- 3. Lot 4 is a 1.084 acre parcel of land. The property is subject to a statutory building scheme which affects the available development opportunities
- 4. I was initially retained by the petitioner to list Lot 4, and other properties owned by the petitioner in the same location, in August 2016.
- 5. Attached as **Exhibit "B"** is a copy of the multiple listing contract for Lot 4 and two other bundled properties between Royal LePage Sussex and ACIC dated August 18, 2016.
- 6. Attached as Exhibit "C" is a copy of the multiple listing contract for Lot 4 and two other bundled properties between Royal LePage Sussex and ACIC dated January 29, 2018.
- 7. Attached as Exhibit "D" is a copy of the multiple listing contract for Lot 4 between Royal LePage Sussex and ACIC dated May 23, 2018.
- 8. Attached as Exhibit "E" is a copy of an amendment to the multiple listing contract for Lot 4 dated November 30, 2018.
- 9. Attached as Exhibit "F" is a copy of an amendment to the multiple listing contract for Lot 4 dated May 29, 2019.
- 10. Attached as Exhibit "G" is a copy of an amendment to the multiple listing contract for Lot 4 dated November 29, 2019.

- 11. Attached as Exhibit "H" is a copy of the multiple listing contract for Lot 4 between Royal LePage Sussex and ACIC dated June 11, 2020.
- 12. Attached as Exhibit "I" are copies of the expired and active MLS listings for Lot 4.

### **Marketing Efforts**

- 13. Lot 4 has been marketed by a variety of means including:
  - a. advertising continually on www.sunshinecoasthomes.com;
  - b. advertising continually on <a href="https://www.royallepagesussex.com/sechelt">www.royallepagesussex.com/sechelt</a>;
  - c. advertising continually on www.realtylink.org;
  - d. promotional posts on Facebook and Instagram for SunshineCoastHomes.com;
  - e. advertised monthly in display advertising in the Sunshine Coast Real Estate Guide;
  - f. "For Sale" signage on Lot 4 with realtor contact information for dive by showings; and
  - g. Advertised continually in window display sheet format in Royal LePage Sussex Sechelt & Pender Harbour locations and Garden Bay area kiosk.
- 14. Lot 4 received some showings at all the price points throughout its listing history, however, no offers were forthcoming until the offer described below.
- 15. Despite being under offer, we continue to market Lot 4 and will continue to do so right up to a finalization of sale.

#### The Offer

16. In July 2020 I was contacted by representatives for a potential buyer who presented an offer at \$550,000 plus GST, if any.

- 17. On July 17, 2020, the petitioner, through the Monitor, made a counteroffer for \$639,000 plus GST, if any.
- 18. On July 17, 2020, the petitioner received a counteroffer for \$580,000 plus GST, if any.
- 19. On July 20, 2020, the petitioner, through the Monitor, made a counteroffer for \$629,000 plus GST, if any.
- 20. On July 20, 2020, the petitioner received a counteroffer for \$600,000 plus GST, if any.
- 21. On July 22, 2020, the petitioner, through the Monitor, made a counteroffer for \$609,000 plus GST, if any (the "Lot 4 Offer"). The Lot 4 Offer was accepted, subject to court approval. Attached as **Exhibit "J"** is a copy of the contract of purchase and sale between ACIC and Daniel Jacob Wood, dated July 15, 2020.
- 22. Attached as Exhibit "K" is a copy of the current BC Assessment printout for Lot 4.
- 23. The Contract price represents the best offer which ACIC has received for Lot 4 since it has listed for sale. The purchaser is the only party that has been prepared to make an offer and then negotiate.

#### Market conditions

- 24. I have observed a general downturn in the real estate market on the Sunshine Coast which has only increased as a result of the COVID pandemic. Currently, properties on the Sunshine Coast are often selling below their assessed values.
- 25. As such, although this Contract price for Lot 4 sale is below the assessed value, I believe the Contract price represents the current fair market value for Lot 4.

#### Sealed bid process

26. I have been advised by Yianni E. Pappas-Acreman, counsel for ACIC, about the remote sealed competing bids process that is being followed due to the covid-19 pandemic. I will follow that process and provide the necessary information to any prospective purchasers who contact me about making competing bids for Lot 4.

SWORN BEFORE ME at the City of Sechelt, in the Province of British Columbia, this /3 day of August, 2020.

Commissioner for taking Affidavits within

British Columbia

JØÐÝ R.H. CON<del>ŔO</del>Y

Notary Public 5690 Mermaid Street, P.O. Box 1188

Sechelt, B.C. VON 3A0 Tel: 604-885-2122 Fax: 604-885-4101 This is Exhibit "A" referred to in the 3<sup>rd</sup> Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia this 13 day of August 2020

Commissioner for Taking Addavits within British Columbia

JODY R.H. CONROY

Notary Public

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0

**TITLE SEARCH PRINT** 

File Reference: 2285580000 Requestor: Kyle Record

Declared Value \$750000

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

Land Title District VANCOUVER

Land Title Office VANCOUVER

Title Number CA4598539

From Title Number CA3952323

**Application Received** 2015-08-11

**Application Entered** 2015-08-17

**Registered Owner in Fee Simple** 

Registered Owner/Mailing Address: ALL CANADIAN INVESTMENT CORPORATION, INC.NO. BC0570425

825 LAKESHORE DRIVE SW

SALMON ARM, BC

**V1E 1E4** 

**Taxation Authority** North Shore - Squamish Valley Assessment Area

Pender Harbour Fire Protection District

**Description of Land** 

Parcel Identifier: 026-192-993

Legal Description:

LOT 4 AND AN UNDIVIDED 3/12TH SHARE IN LOT 7, DISTRICT LOT 3923 GROUP 1

**NEW WESTMINSTER DISTRICT PLAN BCP15562** 

**Legal Notations** 

HERETO IS ANNEXED EASEMENT BX405854 OVER LOT 7 PLAN BCP15562

**Charges, Liens and Interests** 

Nature: STATUTORY RIGHT OF WAY

Registration Number: P60244

Registration Date and Time: 1986-06-30 10:25

Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Remarks: INTER ALIA

Title Number: CA4598539 TITLE SEARCH PRINT Page 1 of 3

TITLE SEARCH PRINT

File Reference: 2285580000

Declared Value \$750000

Nature:

COVENANT R50989

**Registration Number:** 

Registration Date and Time:

Registered Owner:

1987-05-26 15:01

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH

Requestor: Kyle Record

COLUMBIA

Remarks: **INTER ALIA** 

PART IN EXPLANATORY PLAN 18467

**SEC. 215 LTA** 

**MODIFIED BY BX405840** 

Nature:

**Registration Number:** 

Registration Date and Time:

Remarks:

**COVENANT** BX405840

2005-01-24 14:18

**INTER ALIA** 

**MODIFICATION OF R50989** 

Nature:

**Registration Number:** 

Registration Date and Time:

Registered Owner:

COVENANT BX405842

2005-01-24 14:18

THE CROWN IN RIGHT OF BRITISH COLUMBIA

Remarks:

**INTER ALIA** 

Nature:

**Registration Number:** 

Registration Date and Time:

Remarks:

**EASEMENT** BX405852

2005-01-24 14:19

PLAN BCP15562

APPURTENANT TO LOT 2 PLAN BCP15562

Nature:

Registration Number:

Registration Date and Time:

Remarks:

**EASEMENT** 

BX405854

2005-01-24 14:19

**INTER ALIA** 

OVER THE UNDIVIDED 3/12 SHARE IN LOT 7 PLAN BCP15562 APPURTENANT TO LOTS 1, 2, 3, 4, 5

AND 6 PLAN BCP15562

Nature:

STATUTORY BUILDING SCHEME

Registration Number:

BX412412

Registration Date and Time:

2005-02-17 13:28

Remarks:

**INTER ALIA** 

Nature:

Registration Number:

Registration Date and Time:

**MORTGAGE** CA6769348

2018-04-30 16:00

Registered Owner:

DIDS-BC HOLDINGS LTD.

**INCORPORATION NO. BC1157251** 

Title Number: CA4598539 TITLE SEARCH PRINT Page 2 of 3

#### **TITLE SEARCH PRINT**

File Reference: 2285580000 Declared Value \$750000 2020-08-10, 08:21:38 Requestor: Kyle Record

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

**Pending Applications** 

NONE

This is Exhibit "B" referred to in the 3<sup>rd</sup> Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia this day of August, 2020

Commissioner for Taking Affidavits within British Columbia

## JODY R.H. CONROY

Notary Public 5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0

All Canadian Investment Corporation  Access Von 3A0  Sechel Access Von 3A0  Sechel Access Von 3A0  Sechel Corporation  Access Von 3A0  Sechel Corporation  Access Von 3A0  Sechel Corporation  Access Von 3A0  Final Canadian Investment Corporation  B.C. VIE ### (604) 885-3295  TELEPHORE MARKER  PEDIENT CO CANADA'N NONRESDENT OF CANADA'  13. Difference Marker  All Canadian Investment Corporation Corporation  All Canadian Investment Corporation  All Canadian Investment Corporation  All Canadian Investment Corporation  Canadian Access Corporation  Telephone Marker  PEDIENT CO CANADA'N NONRESDENT OF CANADA'  13. LISTING AUTHORITY AND TERM.  A The Belliar hardery and extensive Section Information concerning the Property from any person, corporation of convernment authority, including any mortifaces and British Columbia Assessment, and to share the list information with other parish including members of any read estate board of which the Listing Education in the share this information with other parish including members of any read estate board of which the Listing Education of the share interested of the Property to the members of any read estate board of which the Listing Education of the read estate board of which the Listing Education of the read estate board of which the Listing Education is members the property to property to a green to allow Cooperating Brokeropes (as hereinstand defined) to show the Property in produced to a green to allow Cooperating Brokeropes (as hereinstand defined) to show the Property in produced of Cooperating Brokeropes (as hereinstand estate) and the	REALESTATE BOAL	RD P	L LEPAGE ISSEX	MULTIPLE LISTING	**	orPAGES
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-	6 Packalen Blvd	Garden Bay	V0N 1S1	PAGE 2 of5	PAGES
	LISTING BROKERAGE'S REMUNI	ERATION: The Seler agrees			
	A. To pay to the Listing Brokerage	a gross commission of 6%			
	of the sale and the sale	A management of the second			-
	(commission + las = remunerati	plus applicable Goods and Services To on) it:	ix and any other applicat	ile tax in respect of the	commission
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				d who is ready without	-
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13.15	who represent buyers or piner sele	ated Agent will not disclose to others. Any confidential information of the	f licensees, including to	censees of the Listin	ng Brokerag
0 11	relationship with the Setler unless a	sufficient by the States of ten inst	a seller cotained through	on the Designated Ap	touge abou
U	Subject to Clause 12A the Seller of	orees that			
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	W) The Listing Brokerson's covers	reinfloreshin is feeled to listing the	ud picketada wyo teb	resent buyers or othe	
					of the Bos
	(v) for the purposes of Clauses 18				

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-	CHES	Packalen Blvd	Garden Bay	V0N 151	PAGE 3 of 5 PAGE:	8
8.	THA BOD E F	Scipect to Clause SA use reason Al the earliest reasonable opport Selter; Fulfil the duties set out in Real St Brokerage and the Salter; Doby all levels instructions of the	er with respect to the Property excoperty to Cooperating Brokerages; able commercial efforts to market tr unity, advise any buyer interested in their Senker Air Rule 3-3 as modifie Seller that are consistent with the A	ne Property and to prom the Property that the D of Or made inapplicable	nsents to limited dual agency (so rote the interests of the Seller, estignated Agent is the agent of th by agreement between the Liste	ng
	G.	Exercise reasonable cere and ski	If in their performance under this C			
	A B 00	To monitor and supervise the acts provisions of this Contract and wit Not to disclose confidential inform To treat the interests of the Seller	dule "A" will be provided. Where the satisfact for the Selber other than satisface to the Selber other than satisface that the Last see 5.4, 50, 50, 60, 60, 60, 60, 60, 60, 60, 60, 60, 6	orniting the listing for pointing Brokerage selects a D. 8E, 10A, 10B, 10D, 1 neure compliance by the end procedures governing and procedures governing the procedures go	osang with the Multiple Listing nd has access to, Schedule "A" OE, 10G and 10H; a Designated Agent with the ing designated agents;	
		handed, objective and impartial in To hold all monles received by the	ACTION AND			
10.	THE	SELLER AGREES:				
		To promptly advise the Designate and to deliver to the Designated A arising by reason of it.  To proped an offer made drawn to	deur og ogens to brachaire which u	ay be received during t	he term of this exclusive Contract	d or
		To accept an offer made during the this Contract.			to purchase on the terms set ou	an
	D. E.	That the Seller has the authority to That the Seller will disclose to the That the Seller will disclose to the that the Seller will disclose to the the Designated Agent may provide that all information provided to the That the seller that the that the that the seller that the that the seller that the that the that the seller that the that the that the that the that the that the that the that the the that the the the the the the the th	Designated Agent all third pany or Designated Agent all material later a that information to prospective but	aims and interests in th t defects affecting the P Lyers:	Property known to the Seller and	that
	G.	best of the Seller's knowledge; That the Seller will immediately a Property or the Information provid	dvise the Designated Agent of any ed by the Seller.	material changes in th	e physical condition or status of	t the
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		SELLER ACKNOWLEDGES AN				
	A. 1	The information relating to the Pro- spents of prospective buyers, app the dutes set out in Real Entate consees of the Listing Brokerage he Listing Brokerage.	operty may be disclosed to perso- raisers, financial institutions, gove Sarvices Act Rule 3-3 apply on	mments and governme by to the Designated A	trital departments and agencies; gent and do not apply to any o	other
	C. II	is not a conflict or a breach of du roperty of, or to have agency rela	dionships with other sellers;			
	L	is not a conflict or a breach of du uting Brokerage to designate oth despite Real Estate Services Act F he Selier confidential Information of	er Icensees of the Listing Brokers Rule 3-3(f), the Listing Brokerage	age to have agency ret and the Designated Ag	allonships with buyers;	
F	. A	Seller, who is a non-resident of roperty can be completed.			rada before the sale of the Se	eller's
2. L		ED DUAL AGENCY:				
•	0	imited dual agent to facilitate ) if the parties do not consent to for that buyer in which case no	no becomes interested in the Pro of the Setler and the prospective e sale of the Property, or	perty, the Listing Broke buyer for the Designa see of the Listing Broke a Listing Brokerage wi	erage: ited Agent to continue to act as arage to act as the designated in it be required to disclose to the t	s their
8	W	buyer, here the Seller and the prospec esignated Agent's duties will be r	tive buyer have consented to the modified by the limitations describ	e Designated Agent a ted in the brochure pu	cting as their limited dual agen blished by the British Coumbin	nt, the
	E	state Association entitled Working	Wen a REALTOR		(4)	T
					NTMI	NO VI

Lot 4, 5 & 6 Packalen Blvd	Garden Bay	V0N 151	_PAGE 4 of _ 5	PAGES
13. COLLECTION, USE AND DISCLOSURE	OF REDROUGH WATER			
associate broker(s) and representati other real estate board of personal is	collection, use and disclosure by the Lie vo(s) of the Listing Brokerage (collective)	sting Eroksrage y the "Licensee";	and by the managing by noted below, the Board	roker(s), and any
(ii) for all purposes consistent with t (ii) for placement in the database of Brokerage selects and has some	he listing, marketing and setting of the Pr the Multiple Listing Service* of the Board	and of any other	real estate board that th	Listing
(iii) for the purpose of the Board and to posting the personal Informa- persons including the public, ma- departments and agencies, appro- (iv) for compliation, reserving, and or programments.	f other real estate boards marketing the ation on publicly accessible websites a mbers of the Board, members of other re alsers and others.	Property in any and distributing of nal estate boards	medium including but no the personal information governments and govern	t limited to any mmerital
estate boards; (v) for enforcing codes of profession	ublication by the Board and other real a use by persons authorized to use the Mr. al conduct and ethics for members of the	nable rising per	vice" of the Board and or	Cher real
11A and	at this Contract including but not limited t	to those describe	id in Clauses 18, 4A, 4B,	88 and
enclied Working With a REALTO	lents) described in the brochure publishe $R^{\bullet}$ .	d by the British C	Ciumbia Real Estate Ass	ociation
TERMINATION: The Listing Brokerage ar- A. Without prejudice to the acquired right under Clause 5, this Contract will form	s of the Geller or the Listing Brokerage, inc	duding without in	nitation the rights and ob-	fgations
(iii) upon a completed sale of the Pro	this Contract as specified in Clause 1A; scried in Clause 1A if mutually agreed to party prior to the expiration of the term of rape's licence is suspended, cancelled	by the Seller and This Contract; or rendered in	The Listing Brokerage in	writing;
(v) upon the bankruptcy or insolvery	well that I lating Danksman as Marin			estate !
(i) remove the Property as an active the Listing Broxerings has selecte (ii) cease all marketing activities on the  (iii) cease all marketing activities on the  (iiii) cease all marketing activities on the cease all marketing activities on the cease all marketing activities on the cease activities activ	in Contract the Listing Brokerage and the Isting of the Multiple Listing Services of ct.	e Designated Ag f the Board and	ent wit: any other real estate bo	erd that
(iii) remove all signs from the Propert	or earl			
15. MISCELLANEOUS PROVISIONS:	at documents and other materials provide			
Sale" includes an exchange and "sale     The "term" of this Contract includes the	price" includes the value of property exc	changed.		
Province of British Columbia	matters concerning its enforcement by t	he parties shall	be governed by the law	s of the
successors and essions	tract fully sets out the terms of the agree and benefit not only the parties but also t	heir respective t	heirs, executors, adminis	strators,
Incid Form or addand im attached	erest, a business and the goodwill and a of it, or a manufactured home, plus any of	mar Princhests 000	lighated by the Seller in t	tie Date
G. In consideration of the Board or any of	her real estate board disseminating infor other real estate board all their rights and luding all copyright, rights ancitary to co	mation about the	Property, the Seller and to the information relate	Listing d to the
18. ENTIRE AGREEMENT - THIS LISTING	CONTRACT MEANS AND INCLUDE	S THIS AGREE	EMENT AND THE SEL	LER'S
read and understood this Contract, that it a been received by the Seller this date. Who of each and every party comprising the Se	courately describes the agreement with	the Listing Brok is one party, the	<ol> <li>Seller acknowledges irrage: and that a copy o obligations under this C</li> </ol>	having of it has contract
SIGNED/SEALIN AND DELIVERED THIS I	8 or August	yr. <u>2016</u>		
MILIATE BOAKTURE	BY BIGNES THIS CONTRACT THE SELLER ACKNOWLEDGES ANNUA RECEIVED THAT AND	Royal LePa	ge Sussex (Sct)	9
As Authorized Signatory for	ACHROWLEDGES HANDRO RECEIVED, RELO' AND UNCERFEICOGO PAR BROCHARRA PURA CETATE ASSOCIATIVE BRITTLES HONORIOS BRITTLES HO	LISTNO MOVA	AGE STORY)	
ALLIAN SONCE, ME	THE MUNICIPAL MAN A REALIGN	Per DESIGNATED	AGENT'S BIONATURE	
All Canadian Investment Corporation	FOR OFFICE URE CALY	Dave Millig		
PREC represent Parsonal Real Estate Corporation				
referents are owned or curdeled by The Caracter Real Estate. SYSCES Boy provide (MLSP).	Association (CREA) and thempty real estate professional	-	CREA PEALTONS AND IN	wallyd
C2949 REV. DA AUG 2018			C REAL ESTATE ASSOCI	MINON

Packalen Blvd	Carden Bay		
ADDRESS		VON 1S1	_ PAGE 5 of _ 5
In order to assist in effecting the sa promote your interests. Our service Listing the property on the Multipl Cooperating with brokerages work Advertising the property	le Listing Service of our Board ing with buyers	asonable efforts to ma	rket the property and
Placing a "For Sale" sign on the pr Showing the property at times acco- Responding to consumer and RFA	mishle to the If I se	unts subject to tenest	
Disclosing in a timely manner to the	on seller all annual and		a rigata
Reviewing Contracts of Bush as a	and the brokens of the name con		sown to us
Assisting the seller in negotiating ( Assisting in the completion and po	avourable terms and conditions w	onsideration ith a buyer	
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This is Exhibit "C" referred to in the 3<sup>rd</sup> Affidavit of David Milligan, Sworn before me at Vancouver, British Columbia this 3 day of August 2020

> Commissioner for Taking Affidavits within British Columbia

JODY R.H. CONROY Notary Public

5690 Mermald Street, P.O. Box 1188 Sechelt, B.C. VON 3A0

	ROYAL LEPAGE	(A)	
	Sussex	C	PAGE 1 of 5 PAGES
MULTIPLE		MULTIPLE LISTI	NG SERVICE*
MOLTIPLE	LISTING CONTRACT	test	R.S* OFFICE USE ONLY
BETWEEN: All Canadian In-	vestment Corporation		Koskos
OWNERS (PROTES)	Assistant Corporation	AND Royal LePage Suss	es .
CHANGA(S) ("SELLE-R")		12874 Madeira Par	
Suite 2 - 781 Ma	rine Park Drive	Madeira Park	BC V0N 2H0
Salmon Arm	B.C. VIE 2W7	00Y (604) 993 0804	PROV PC
250-804-0600	PROV PC	(604) 883-9525 TRAFFICAN MARKET	CELLNIAMEN
TELEPHONE NUMBER	CELI NOMBER		
LISTING AUTHORITY AND	TERM		
A. The Selecthereby lists January 24	exclusively with the Listing Brokers	ge the property described in Cir	suse 2 ("Property") from
MACH (A	TEAN (E-TECTIVE Date) un	ti 11:59 pm on July	31 2018 (Explry Date)
B. The Soller heraby:	ng		
(i) authorizes the List	no Replacement to extend in the		
authority, including	ery mortgages and British Colum	concerning the Property from any	y person, corporation or governmental e this information with other parties,
including members	of any rous estate board	recommendations, and as assess	e this information with other parties,
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(iii) restricts the arriver	litting of the Dennem, to the Colon !	service and an experience of any bacombined to	ve buyers during reasonable hours;
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ADD	98 4, 5 & 6 Packalen Blvd	Garden Hay	V0N 181	PAGE 2 of 5 PAG
	A. To pay to the Listing Brokerage a	RATION: The Seller agrees:		
		gross contensation of the		
	of the sale price of the Property of	fus applicable Goods and Services in) if	******	
	(commission + tax = remuneration	in) if	nex and any other applica	ible tax in respect of the commis
	(ii) a legally enforceable contract	ct of sale between the Seller and a	Buyer is entered into du	ring the term of this Contract: o
	the Listing Brokerage, the De	eninement Ament for horsing the sta-	truyer wito is introduced	to the Property or to the Seiter
	including the Seller during the	e term of this Contract is entered	into:	warings or any other person
	(b) any time after the period.	ar the expiration of the term of the	Contract; or	
	defined) or the Cooperat	described in (a) where the efforts a ting Brokerage were an effective of	rine Listing Brokerage, t Zuse:	he Designated Agent (as herein
	DECEMBER DECEMBER OF STREET FOR SE	traffic programme and the manager of the	Maria Carlo	Nother licensed brokerage after
	(iii) an offer to purchase is obtain	and from a measure of a few and	or was saving contract, or	
	(ii) an offer to purchase is obtain pay the Listing Price and agre	was to the other terms of this Con-	ing the term of this Contri tract, even if the Seline or	act who is ready, willing and at
	<ol> <li>The remuneration due to the Listin date, or where no contract of sale.</li> </ol>	ig Brokerage shall be payable on t	he earlier of the date the	sale is completed, or the cornel
(	C. That to assist in obtaining a type	of fire the Develope the State of	days after written deman	d by the Listing Brokerage, an
	Listing Brokerage's commission in	the amount of	verage was over to Goop	erating Brokerages a porson o
	3%			
	of the state price of the December of			
	of the sale price of the Property; pa the commission.			
D	<ol> <li>The Listing Brokerage and Design to be received by the Listing Broke</li> </ol>	saled Agent will advise the Seller of	Many remuneration, other	or than that described in Claus
	SSIGNMENT OF REMUNERATION:	CONTRACTOR AND ADDRESS OF THE PARTY OF THE P		
A	- Assemble to the Listing Brokerane	derives the commander of water of my	Occasion to	
	remuneration,	and currenade to recen storu a	ne deposit monies the	amount of the Listing Broker
B	Acknowledges that the Listing Bro Listing Brokerage, and	okerage may assign to a Cooper	ating Brokerage at or p	art of the remuneration due t
C	Directs, or agrees to sign such don	cuments as may be required by the	e Listing Brokerage irrev	ocably direction a Louvey or N
	deposit monies held in trust have b and a Cooperating Brokerage, whe	are applicable, by separate charu-	ration due to the Listing I es to the Listing Rowers	Brokerage, to the Listing Broke
DE	ESIGNATED AGENCY.			grand and cooperating cross
À	Subject to Clause 12A and 7C(iii) ti	he Listing Brokerage designates	Dave J. Milligan	
	(the 'Designated Agent') to act as the	he sole agent of the Seller in respi	ect of the Property and v	elli designate one or more lice
	of the Listing Brokerage to act as to for any reason the license of the De	NACE BITT. BORNING TO LICENSE BRITAINS SAN	surrounded Ament in common	named and some on the new man December
	aconses of all of those (consees) in	is suspended, cancalled or becor	THE INVESTMENTATION CONTACT IS	an Bank Cetain Consisse Ant .
	Designated Agent (or where the De unavailable or ceases to be engag	asignated Agent is comprised of m	tore than one licensee,	all of those licensees) is temper
	Listing Brokerage to act as the sole	agent of the Seller		
8	Subject to Clause 12A the Designs who represent buyers or other seller	ated Agent will not disclose to of	her licensees, including	licensees of the Listing Brok
	relationship with the Seller unless a	sufficized by the Seller or require	ed by law.	Alternative and a second section of the second
C	Subject to Clause 12A the Seler ag			
	(i) subject to (ii) an agency relatio	manip will exist only with the Des	ignated Agent;	
	<ul> <li>(ii) information obtained by the Des attributed to the Listing Brokers</li> </ul>	not or to other licensees of the Li	latino Reckerace who re	present huyers or other seller
	(iii) the Listing Brokerage's agency	relationship is limited to listing to	he Property with the Mil	illinie Listing Service® of the
	and any other real estate odard	I that the Listing brokerage selec	ds and has access to; a	nd
	(iv) for the purposes of Clauses 18	and 4, the term Listing Brokerag	on shall include the Ces	ignated Agent.
	Act as the agent of only the Seller	with respect to the Destart and	and where the Cuty	sometiments to display of all all accounts
	Clauses 7 and 12).		NAME OF THE OWNERS OF	Alberta to strike out agenc
B.	Provide information about the Prope	erty to Cooperating Brokerages,		
C.	Subject to Clause 9A use reasonable	e commercial efforts to market to	ne Property and to prom	Antonino de mentrante de maria de maria de la companya del la companya de la comp
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Solar.  E. Fulfil the duties set out in Real Ester Serves Art Rule 3-3 as modified or made inapplicable by agre.  Code at lawful instructions of the Seller that are consistent with the Rule (Instructions of the Seller that are consistent with the Rule Instructions of the Seller that are consistent with the Rule Instructions of the Seller that are consistent with the Rule Instructions of the Seller that are consistent with the Rule Instructions of the Seller that are consistent with the Rule Instructions of the Seller that are consistent with the Rule Instructions of the Seller that are consistent with the Rule Instructions of the Seller that are consistent with the Rule Instructions of t	ed Agent	is the ager	t of the
A. That the services set out in Schedule 'A' will be provided. Where the Listing Brokerage and the Das Services of the Schedule 'A' will be provided. Where the Listing Brokerage and the Das Servicesto of the Sched and any other real estate board that the Listing Brokerage and on the provided enrolled and structure of the Schedule Sche	ingrained // the Multicosts to, and 10H asked Age hated Age required okerage in rices Act.	Agent have light Liste Schedule In with the ents, by law; in an even ie of the P Rasive Core	hoperty, fract or stout in
D. That the Seller will disclose to the Designated Agent all third party claims and interests is the Property the Designated Agent all third party claims and interests is the Property the Designated Agent may provide that information to prospective buyers.  F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and it best of the Seller is knowledge.  G. That the Seller will immediately advise the Designated Agent of any material changes in the physical Property or the information provided by the Seller.  H. That the Seller will provide the Designated Agent with all information necessary for the listing and main certified appraisar, surveyor, structural engineer, home inspector or other professional service provide.  J. That the Property is not currently the subject of any other exclusive lating contract.	will be ac	courate to on or statu	ind that the is of the
11. THE SELLER ACKNOWLEDGES AND AGREES THAT:  A The information relating to the Property may be disclosed to persons interested in the Property included agents of prospective buyers, appraisers, financial institutions, governments and governmental departices and observations and the Listing Brokerage who represent buyers or other selects and, subject to Clauses 98, 5 to Listing Brokerage who represent buyers or other selects and, subject to Clauses 98, 5 co. It is not a conflict or a breach of duty to the Select for the Listing Brokerage to 8st property of, or to have agency relationships with, other sellers.  D. It is not a conflict or a breach of duty to the Seller for the Designated Agent to have agency relationships. The Designated Agent to have agency relationships.  E. Despite Real Estate Services Act Rule 3-3(f), the Listing Brokerage to the Buyersend Agent to the Seller conflictness information obtained through any agency meationship; and F. A Seller, who is a non-resident of Canada, must comply with the income Tax Act of Canada befor	tuding printents and or not a OC and 9 Designation with with buy	and agenc oply to an D, do not ad Agent buyers of ers;	ny other apply to to show if for the
12. LIMITED DUAL AGENCY:  A If the Designated Agent (or where the Designated Agent is comprised of more than one scensee, one this agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage (i) will seek the written consent of the Saller and the prospective buyer for the Designated Agent is limited dual agent to facilitate a sale of the Property; or  (ii) if the parties do not consent to (ii), may designate another licensee of the Listing Brokerage to accomisdantial information obtained by the Designated Agent nor the Listing Brokerage will be require buyer.  B. Where the Seller and the prospective buyer have consented to the Designated Agent acting as the Designated Agent's duties will be modified by the limitations described in the brochure published by Estate Association entitled Working With a REALTOR?	to continue to say the ed to sha the ed to s	ue to act designate close to the fionship w	as their d agent e Seller with that
13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:  A. The Selfer hereby consents to the collection, use and disclosure by the Listing Brokerage and by associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted (i) for all purposes consistent with the Isting, marketing and selling of the Property.			
and selling of the Property.	23		
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COPYRIGHT - BC RE.		TE ASSO	

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	to posting the personal	loard and other real estate boards marked	nd the Property is
	departments and appro-	ublic, members of the Board, members of o	Soard and of any other real estate board that the Listing ing the Property in any medium including but not limited elles and statististing the personal information to any ther real estate boards governments and governmental
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	matata housets	Own for use by paragra authorized to	real estate boards of any statistics less an
	(vt) for all other commerce of per	ofessional conduct and athics for members	The Multiple Listing Service* of the Board and other real of the Board and other real estate boards;
	half from and	profited in this Contract including but not is	of the Board and other real exists boards; mited to those described in Clauses 16, 4A, 46, 80 and
11.	The personal information provi	rided by the Seller may be sloved on a sun-	Out by the present Columbia Real Estate Association
14. TE	RMINATION The Listing Burns	diction in which it is located.	Crished by the British Columbia Real Estate Association eacs cutside Canada, in which case it would be
A.	RMINATION: The Listing Broke Without prejudice to the acquire	rage and the Seller agree that:	ge, including without finitetion the rights and obligations
	(i) upon the expression of its	will terminate	ge, including without finitiation the rights and obligations
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	(I) remove the Property as or	sovercy of the Listing Brokerage or if it is it ion of this Contract the Listing Brokerage a n active listing of the Multiple Listing Sense	and the Designated Arient will
	the Listing Drokerage has	selected;	and the Designated Agent will beds of the Board and any other real estate board that
5559	(6) Perrove at some home to a	AND AND PARTIES OF THE DIRECT.	
		Property, and return all documents and other materials p	
A.	ELLANEOUS PROVISIONS		curred by the Selec.
B. 1	The Term of this Contract inclu	nd "sale price" includes the value of proper ides the period of any written extension.	Ty exchanged.
CI	elementation of this Contract is	and all matters concerning its enforcement	t by the parties shall be governed by the laws of the
D. T	he parties acknowledge that the	ins Contract fully sets out this terms of the vipon and benefit not only the resting to	by the purper shall be governed by the laws of the
ET	his Contract shall be binding a	upon and benefit not only the parties had	egreement between them. also their respective heirs, executors, administrators,
F. 75	ruperly" may include a leaseh	cold interest a business are a	see respective heirs, executors, administrators,
1x.	usiness or in the goodwill and a out Form or added the street	issets of it, or a manufactured home, plus a	and assets of it, an interest, partnership or share in a any other properly designated by the Seller in the Data
G. In	consideration of the fire or		A second many many many member in the Date
Dr.	Otherage each easign to the Bo	and or other real estate board all their right	information about the Property, the Seller and Listing is and interests in and to the information related to the to copyright and all other transfer.
PROPI	ERTY DISCLOSURE STATEM	ENT (WHEN ATTACHED AND SIGNED	DOES THIS AGREEMENT AND THE SELLER'S
receive	d by the Sefer this date. Whe	on the Seller is convenient of more with a	BY THE SELLER! Select acknowledges having read the Listing Brok stage, and that a copy of 8 has been one party. The obligations under this Contract of each
	A Land American of the residen	minutes four and payable	are party, the obligations under this Contract of each
SIGNED	, SEALED AND DELIVERED TH	ns 29 of January	- et 2018
	declares their residency.	Marie Carlo	
	OF CANADA (200)	NON-RESIDENT OF CANADA	as defined under the Income Tex Act
Adherica	INTIALS	IN THE	U.S
Don Ber		To some the contract the Mill Accommiscial Mills	na Royal LePage Sussex
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MULT	IPLE LISTING CONTRA	CT SCHEDULE "A"
Lot 4, 5 & 6 Packaten Blvd	Garden Bay	
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promote your interests. Our services	of your property we will use r	easonable efforts to market the property and
Listing the property on the Multiple Cooperating with brokerages working	Listing Service of our Board ig with buyers	
Placing a "For Sala" size as ab		
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Disclosing in a rimal manner of		
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Assisting the seller in negotiating fav Assisting in the completion and posse	ourable terms and conditions	s consideration with a buyer
and posse	esaton process	
		28

Authorities ID: FOR THE PRITARE KIES ASSOCIATION



CANCELLATION OF MULTIPLE LISTING

LISTING NO.

R2236008

TO: Royal LePage Sussex IN CONSIDERATION OF YOUR AGREEMENT TO CANCEL PERI MY/OUR PROPERTY.	; LISTING BROKERAGE TAINING TO THE LISTING AGREEMENT OF
AT 4153 PACKALEN BOULEVARD	
Garden Bay	V0N 1S1
SIGNED BY ME/US ON January 19th	YR 2018

(USTING DATE)

I/WE AGREE THAT THE SAID PROPERTY WILL NOT BE SOLD PRIOR TO THE DATE OF EXPIRY OF THE LISTING SET OUT IN THE LISTING AGREEMENT OR PRIOR TO GO DAYS FROM THE DATE OF SIGNING HEREOF, WHICHEVER IS THE SOONER: AND IF IT IS SOLD OR AN OFFER FOR SALE IS ACCEPTED BY ME/US DURING THE SAID PERIOD, I/WE AGREE TO PAY YOU THE FULL SALES COMMISSION AS PROVIDED IN THE LISTING AGREEMENT SIGNED BY ME/US, AND REFERRED TO ABOVE. I/WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS CANCELLATION FORM.

RECEIVED _	Don Bergman		[DWN(R(S) SIGNATURE(S))	
DATED THIS	23	DAY OF	May	YR 2018
WITNESS _				
DESIGNATED	PROTESTANDON PROPERTY AND	Married Control of State and Control		
MANAGER'S	APPROVAL Chelo	while		
NOTE: NOT V	ALID UNTIL CONFIRME	D BY MANAG	ER/NOMINEE OF LISTING BROKER	

REV. Sept 28, 2015

WEBFIRMS \$49/2215

This is Exhibit "D" referred to in the 3<sup>rd</sup> Affidavit of David Milligan, Sworn before me at Vancouver, British Columbia this A day of August, 2020

A Commissioner for Taking Affidavits
within British Columbia

JOBÝ R.H. CONÉOY

**Notary Public** 

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0





MLS\* OFFICE USE ONLY

IPLE LISTING SERVICE®

#### **MULTIPLE LISTING CONTRACT**

Royal LePage St	ussex			
LISTING BROKERAGE	7			
12874 Madeira	Park Road	l _		
UNIT	ADDRESS			
Madeira Park		BC	V0	N 2H0
ALA.		F	ROV	PC
(604) 883-9525				
TELEPHONE NUMBER		-	ELL NU	ABER

BETWEEN:	All Canadian Investment ( OWNER(S) (BELLER')	AND:	Royal LePage Sussex (LISTING BROKERAGE') 12874 Madeira Park Road						
	OWNER(S) ("SELLER") Suite 2 - 781 Marine Park	Drive NI	3		unit Madeira Park	ADDRESS	ВС	V	ON 2H0
	UNIT ADDRESS				CITY			PROV	PC
	Salmon Arm	B.C.	V1E 2W7		(604) 883-9525				
	CITY	PROV	PC		TELEPHONE NUMBER	******		CELLNU	MBER
	TELEPHONE NUMBER	CEI	LL NUMBER						

<ol> <li>LISTING AUTHORITY AND TE</li> </ol>	RI	TEI	17	10	N	Δ	t i	Y	T	21	ı	O	н	T	u	Δ	G	N	П	5	_1:	ı	1.	1
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-10			/::::				
A.	The Seller hen	eby lists exc	dusively with	the Listing Brokerage the property described in Clau	use 2 ("Pro	perty") from	1
	May	24	2018	(Effective Date) until 11:59 pm on November	30	2018	Expiry Date)
	MONTH	DAY	YEAR	MONTH	DAY	YEAR	

- unless renewed in writing.
- The Seller hereby:
  - authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
  - (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
  - (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
  - (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
  - (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

PROI	PERTY: Lot 4	HOUSE NO.	Packalen STREET NAME	<del></del>	Blvd STREET TYPE	STREET DIRECTION
	<del>-</del>	110000110.	G1142110444		31110011110	
	Garden Bay			V0N 1S1		
	026-192-993			POSTAL CODE		
	P15	OTHER PID(S				
[1	Lot 4 AND AN UN	NDIVIDED 3/12T	H SHARE IN LOT 7,	DL 3923, GROUP	I, NWDP BCP1	5562
	Lot 4 AND AN UN	NDIVIDED 3/12T	H SHARE IN LOT 7,	DL 3923, GROUP 1	I, NWDP BCP1	5562

TERMS

- LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:
  - A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
  - B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the Information contained in this Contract, the Information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
  - C. To make agency disclosures required of the Listing Brokerage.



	RESS	Packalen Blvd Garden Bay VON 1S1 PAGE 2 of 5 PAGES			
5.	LIS A.	TING BROKERAGE'S REMUNERATION: The Seller agrees:  To pay to the Listing Brokerage a gross commission of 7% of the first \$100,000 and 2.5% on the balance			
		of the sale price of the Property, plus applicable Goods and Services Tax and any other applicable tax in respect of the commission			
		(commission + tax = remuneration) it:			
		<ul> <li>a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:         <ul> <li>(a) within sixty (60) days after the expiration of the term of this Contract; or</li> </ul> </li> </ul>			
		(b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause;			
		provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or			
	<b>D</b>	(iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;			
		The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of			
		3.255% of the first \$100,000 and 1.1625% on the balance			
		of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of that portion of the commission.			
	D.	The Listing Brokerage and Designated Agent will advise the Seller of any remuneration, other than that described in Clause 5A, to be received by the Listing Brokerage in respect of the Property.			
6.	AS	SIGNMENT OF REMUNERATION: The Seller hereby Irrevocably:			
		Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit montes the amount of the Listing Brokerage's remuneration;			
		Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and			
	G.	Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.			
7.	DE	SIGNATED AGENCY:			
	A.	Subject to Clause 12A and 7C(iii) the Listing Brokerage designates Dave J. Milligan			
		(the 'Designated Agent') to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;			
	B Subject to Clause 12A the Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.				
	C. Subject to Clause 12A the Seller agrees that:				
		<ul> <li>(i) subject to (iii) an agency relationship will exist only with the Designated Agent;</li> <li>(ii) Information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be</li> </ul>			
		attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;  (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and			
		(iv) for the purposes of Clauses 1B, and 4, the term Listing Brokerage shall include the Designated Agent.			
8.		E DESIGNATED AGENT WILL:  Act as the agent of only the Seller with respect to the Property except where the Seller consents to limited dual agency (see			
		Provide Information about the Property to Cooperating Brokerages:			
	C.				

Lot 4 Packalen Blvd	Garden Bay	V0N 1S1	_ PAGE 3 of _	5	PAGES
Anneéé					_

- D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller:
- E. Fulfill the duties set out in Real Estate Services Act Rule 3-3 as modified or made Inapplicable by agreement between the Listing Brokerage and the Seller;
- F. Obey all lawful instructions of the Seller that are consistent with the Real Estate Services Act and the Rules and the Bylaws and Code of Ethics of the Board; and
- G. Exercise reasonable care and skill in their performance under this Contract;

#### 9. THE LISTING BROKERAGE AGREES:

- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monles received by the Listing Brokerage in trust in accordance with the Real Estate Services Act.

#### 10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
- C. That the Seller has the authority to sell the Property and to enter into this Contract:
- D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the Information provided by the Seller;
- H. That the Seller will provide the Designated Agent with all information necessary for the tisting and marketing of the Property;
- I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- J. That the Property is not currently the subject of any other exclusive listing contract.

#### 11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- The information relating to the Property may be disclosed to persons interested in the Property Including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set cut in Real Estate Services Act Rule 3-3 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to list property of, or the Designated Agent to show property of, or to have agency relationships with, other sellers;
- It is not a conflict or a breach of duty to the Seller for the Designated Agent to have agency relationships with buyers or for the Listing Brokerage to designate other licensees of the Listing Brokerage to have agency relationships with buyers;
- E. Despite Real Estate Services Act Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *income Tax Act* of Canada before the sale of the Seller's property can be completed.

#### 12. LIMITED DUAL AGENCY:

- A. If the Designated Agent (or where the Designated Agent is comprised of more than one licensee, one of those licensees) is also the agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage:
  - (i) will seek the written consent of the Seller and the prospective buyer for the Designated Agent to continue to act as their limited dual agent to facilitate a sale of the Property; or
  - (ii) If the parties do not consent to (I), may designate another licensee of the Listing Brokerage to act as the designated agent for that buyer in which case neither the Designated Agent nor the Listing Brokerage will be required to disclose to the Seller confidential Information obtained by the Designated Agent through the Designated Agent's agency relationship with that buyer;
- B. Where the Seller and the prospective buyer have consented to the Designated Agent acting as their limited dual agent, the Designated Agent's duties will be modified by the limitations described in the brochure published by the British Columbia Real Estate Association entitled Warking With a REALTOR®.

#### 13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Saller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
  - (i) for all purposes consistent with the listing, marketing and setting of the Property;

Lot 4 Packalen Blvd ADDRESS	Garden Bay	V0N 1S1	_ PAGE 4 of	5 PAGES
(ii) for placement in the database of th	e Multiple Listing Service® of the B	loard and of any othe	r real estate board t	that the Listing
Brokerage selects and has access (iii) for the purpose of the Board and of the personal information persons including the public, mem departments and agencies, apprair	other real estate boards marketing on on publicly accessible websi bers of the Board, members of others.	tes and distributing	the personal infor	nation to any
(iv) for compliation, retention and pub Multiple Listing Service® data for u estate boards:	dication by the Board and other r	eal estate boards of he Multiple Listing Se	any statistics inclurvice <sup>e</sup> of the Board	ding historical and other real
<ul><li>(v) for enforcing codes of professiona</li><li>(vi) for all other purposes authorized in 11A; and</li></ul>	l conduct and ethics for members n this Contract including but not lin	of the Board and oth nited to those describ	er real estate board ed in Clauses 1B, 4	s; A, 4B, 8B and
(vii) for the purposes (and to the recipie entitled Working With a REALTOR	ents) described in the brochure put	clished by the British	Columbia Real Esta	te Association
<ul> <li>The personal information provided by t subject to the laws of the jurisdiction in</li> </ul>	he Seller may be stored on databa	ases outside Canada	, in which case it we	ould be
TERMINATION: The Listing Brokerage and     Without prejudice to the acquired rights under Clause 5, this Contract will term	of the Seller or the Listing Brokera	ge, including without l	imitation the rights a	and obligations
(i) upon the expiration of the term of (ii) upon an earlier date than that spe (iii) upon a completed sale of the Prop (iv) immediately if the Listing Broken Services Act; and	cified in Clause 1A if mutually agre perty prior to the expiration of the t	ed to by the Seller ar erm of this Contract;	-	_
(v) upon the bankruptcy or insolvency B. Immediately upon the termination of th  (i) remove the Property as an active the Listing Brokerage has selected.	is Contract the Listing Brokerage : listing of the Multiple Listing Serv d;	and the Designated A		tate board that
<ul> <li>(ii) cease all marketing activities on b</li> <li>(iii) remove all signs from the Propert</li> <li>(iv) if requested by the Seller, return a</li> </ul>	y; and	provided by the Selle	r.	
15. MISCELLANEOUS PROVISIONS:				
A. "Sale" includes an exchange and "sale     The "term" of this Contract includes the C. Interpretation of this Contract and all	e period of any written extension.	,	ill be governed by t	he laws of the
Province of British Columbia.  D. The parties acknowledge that this Cor  E. This Contract shall be binding upon a				administrators,
successors and assigns.  F. "Property" may include a leasehold in business or in the goodwill and assets Input Form or addendum attached.	terest, a business and the goodwi of it, or a manufactured home, plus	il and assets of it, an s any other property d	interest, partnershi esignated by the Se	p or share in a lier in the Data
G. In consideration of the Board or any o Brokerage each assign to the Board o Property contained in this Contract, in	r other real estate board all their rig	ints and interests in a	nd to the information	n related to the
16. ENTIRE AGREEMENT - THIS LISTING PROPERTY DISCLOSURE STATEMENT and understood this Contract; that it accur received by the Seller this date. Where the and every party comprising the Seller shall	(WHEN ATTACHED AND SIGNE alely describes the agreement with se Seller is comprised of more than	D BY THE SELLER) In the Listing Brokera	: Seller acknowledg	es having read of it has been
SIGNED, SEALED AND DELIVERED THIS 2	OF May	, yr. <u>2018</u>	<u>.</u>	
The Seller declares their residency:				
RESIDENT OF CANADA DB NO	ON-RESIDENT OF CANADA IN	as define	ed under the <i>Incom</i> e	a Tax Act.
Don Bergman			Page Sussex	SEA
SEREMENSIATURE EDT  Authorized Signatory, All Canadian		AD AND LISTING BYOM CIATION	ERAGE (PRINT)	
SELLER'S SIGNATURE	ENTITLED WORIGING WITH A REALTOR.	]	TED AGENT'S SIGNATURI	E
Investment Corporation witness to seller(s) signature(s)	BRONE PAGE APPROVAL FOR OFFICE USE ONLY	Dave Mi DESIGNATED	lligan Agent (PR:NT)	
*PREC represents Personal Real Estate Corporation		***************************************		
Tradements are owned or controlled by The Canadian Roal Esta services they provide (MLST).	ata Association (CREA) and identify real estate	professionals who are memb	ers of CREA (REALTORY)	end/or the quality of
BC2040 REV. DA NOV 2016		COPYRIGHT	- BC REAL ESTATE	ASSOCIATION

## **MULTIPLE LISTING CONTRACT SCHEDULE "A"**

In order to assist in effecting the sale of your property we will use reasonable efforts to market the property and promote your interests. Our services include:  -Listing the property on the Multiple Listing Service of our Board -Cooperating with brokerages working with buyers -Advertising the property -Placing a *Por Sale* sign on the property -Showing the property at times acceptable to the seller and, if any tenants, subject to tenant's rights -Responding to consumer and REALTOR inquiries -Disclosing in a timely manner to the seller all appropriate facts affecting the transaction known to us -Keeping the seller informed regarding the properts of the transaction -Reviewing Contracts of Purchase and Sale submitted for the seller's consideration -Assisting the seller in negotiang flavourable terms and conditions with a buyer -Assisting in the completion and possession process	Lot 4 Packalen Blvd	Garden Bay	V0N 1S1	PAGE 5 of5	PAGES
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-Cooperating with brokerages working with buyers -Advertising the property -Placing a "For Sale" sign on the property -Showing the property at times acceptable to the seller and, if any tenants, subject to tenant's rights -Responding to consumer and REALTOR inquiries -Disclosing in a timely manner to the seller all appropriate facts affecting the transaction known to us -Keeping the seller informed regarding the progress of the transaction -Reviewing Contracts of Purchase and Sale submitted for the seller's consideration -Assisting the seller in negotiating favourable terms and conditions with a buyer -Assisting in the completion and possession process	J isting the property on the Multiple	Listing Service of our Board			
-Advertising the property -Placing a "For Sale" sign on the property -Showing the property at times acceptable to the seller and, if any tenants, subject to tenant's rights -Responding to consumer and REALTOR inquiries -Disclosing in a timely manner to the seller all appropriate facts affecting the transaction known to us -Keeping the seller informed regarding the progress of the transaction -Reviewing Contracts of Purchase and Sale submitted for the seller's consideration -Assisting the seller in negotiating favourable terms and conditions with a buyer -Assisting in the completion and possession process	Connerating with brokerages working	no with hovers			]
-Placing a "For Sale" sign on the property -Showing the property at times acceptable to the seller and, if any tenants, subject to tenant's rights -Responding to consumer and REALTOR inquiries -Disclosing in a timely manner to the seller all appropriate facts affecting the transaction known to us -Keeping the seller informed regarding the progress of the transaction -Reviewing Contracts of Purchase and Sale submitted for the seller's consideration -Assisting the seller in negotiating favourable terms and conditions with a buyer -Assisting in the completion and possession process	-Advertising the property	ng wim onyons			j
Showing the property at times acceptable to the seller and, if any tenants, subject to tenant's rights  -Responding to consumer and REALTOR inquiries  -Disclosing in a timely manner to the seller all appropriate facts affecting the transaction known to us  -Keeping the seller informed regarding the progress of the transaction  -Reviewing Contracts of Purchase and Sale submitted for the seller's consideration  -Assisting the seller in negotiating favourable terms and conditions with a buyer  -Assisting in the completion and possession process		nertv			İ
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-Disclosing in a timely manner to the seller all appropriate facts affecting the transaction known to us -Keeping the seller informed regarding the progress of the transaction -Reviewing Contracts of Purchase and Sale submitted for the seller's consideration -Assisting the seller in negotiating favourable terms and conditions with a buyer -Assisting in the completion and possession process	-Responding to consumer and REAT	TOR inquiries	ma, subject to termin	2 HEUR	
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-Assisting the seller in negotiating favourable terms and conditions with a buyer -Assisting in the completion and possession process	-Reviewing Contracts of Purchase at	nd Sale submitted for the seller's o	consideration		
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This is Exhibit "E" referred to in the 3<sup>rd</sup> Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia this day of August, 2020

A Commissioner for Taking Afficievits
within British Columbia

JOBY R.H. CONBOY

Notary Public

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0 Tel: 604-885-2122 Fax: 604-885-4101

BC2076 DA IAN 2017





CODVDIGHT DO DEAL ESTATE ASSOCIATION

## **AMENDMENT OF EXCLUSIVE LISTING CONTRACT**

Seller(s) All Canadian Investment Corporation	- 1	
In consideration of your continuing to list my propert Lot 4 PACKALEN BOULEVARD	d. 30.00.0000000	
Garden Bay	V0N 1S1 ("the Prop	— perty
for sale or exchange, I/we hereby amend the Exclus Royal LePage Sussex	sive Listing Contract with	
	ME OF LISTING BROKERAGE	
covering the Property as follows:		
Change the expiration date of the Exclusive Listing	ng Contract to one minute before midnight	
on May 31st	10.1	
Oli May 515t	17 2012	
2. Change listing price from \$ 799,000.00	to \$ 749,000.00	
3. Change terms to:		
o. Grange terms to:		
4. Hold action until:		-
Reason		-
5. Other changes:		
o. Guisi silangee.		
	s	
6. All terms of the Exclusive Listing Contract shall re	emain in full force and effect, subject to the above changes.	
I have read and clearly understood this amendment	t of Exclusive Listing Contract, and I acknowledge this date havin	na
received a copy.	to Exclusive Listing Contract, and I acknowledge this date having	ig
SIGNED, SEALED AND DELIVERED THIS 30th	DAY OF November VD 2018	
CAuthentinus	DAY OF November , YR. 2016 .	
Don Bergman	Royal LePage Sussex	h
SELVER'S SIGNATURE	LISTING BRORERAGE (PRINT)	
Signatory for All Canadian Investment Corp		20
SELLER'S SIGNATURE	Per DESIGNATED AGENT'S SIGNATURE	
	Dave Milligan	
WITNESS TO SELLER'S SIGNATURE(S)	DESIGNATED AGENT (PRINT)	
	AAIIOAA	
*PREC represents Personal Real Estate Corporation	BROKERAGE APPROVAL	ē0
Trademarks are owned or controlled by The Canadian Real Estate Associa	ation (CREA) and identify real estate professionals who are members of CREA (REALTOR®	D) and/
or the quality of services they provide (MLS®).	V	

This is Exhibit "F" referred to in the 3<sup>rd</sup> Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia this 13 day of August, 2020

A Commissioner for Taking Artidavits

within British Columbia

JODY R.H. CONROY

Notary Public

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0



Sussex

# AMENDMENT OF MULTIPLE LISTING CONTRACT





	LISTING MLS*NO R2271816
Seller(s) All Canadian Investment Corporation	
In consideration of your continuing to list my property	known as:
Garden Bay	
for sale or exchange, I/we hereby amend the Multiple	Listing Contract with
Royal LePage Sussex	OF LISTING BROKERAGE
covering the Property as follows:	
Change the expiration date of the Multiple Listing	Contract to one minute before midnight
on November 30th YR 201	55 6.5 6.5 6.5 6.5 6.5 6.5 6.5 6.5 6.5 6
2. Change listing price from \$	
3. Change terms to:	
4. Hold action until:	
5. Other changes:	
All terms of the Multiple Listing Contract shall rema	in in full force and effect, subject to the above changes.
I have read and clearly understood this amendment of received a copy.	of Multiple Listing Contract, and I acknowledge this date having
SIGNED, SEALED AND DELIVERED THIS 29 +	DAY OF <u>May</u> , YR. <u>2019</u> .
Don Bergman SEALENCE SIGNATURE  Authorized Signatory for All Canadian SELLER'S SIGNATURE	Royal LePage Sussex LISTING BROKERAGE (PRINT)  Per: DESIGNATED AGENT'S SIGNATURE
Investment Corporation	Dave Milligan
WITNESS TO SELLER'S SIGNATURE(S)	DESIGNATED AGENT (PRINT)
	Jan June

\*PREC represents Personal Real Estate Corporation

BROKERAGE APPROVAL

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

This is Exhibit "G" referred to in the 3<sup>rd</sup> Affidavit of David Milligan, Sworn before me at Vancouver, British Columbia this day of August 2020

> Commissioner for Taking Affidavits within British Columbia

JODY R.H. CONROY

Notary Public 5690 Mermald Street, P.O. Box 1188 Sechelt, B.C. VON 3A0 Tel: 604-885-2122 Fax: 604-885-4101



Sussex

## **AMENDMENT OF MULTIPLE LISTING CONTRACT**



USTING MENO



	LV551/1910
Seller(s) All Canadian Investment Corporation	
In consideration of your continuing to list my property k	roum ca-
Lot 4 PACKALEN BOULEVARD	iodii da,
Garden Bay	
for sale or exchange, I/we hereby amend the Multiple Li	Isting Contract with
Royal LePage Sussex	F LISTING BROKERAGE
covering the Property as follows:	r Doling Broiceage
1. Change the expiration date of the Multiple Listing Co	intract to one minute before midnight
on May 31 YR 2020	
	<del></del>
2. Change listing price from \$	to \$
3. Change terms to:	
4. Hold action until:	
Reason	
5. Other changes:	
C All towns of the Martin Late of the Control of th	•
8. All terms of the Multiple Listing Contract shall remain i	
I have read and clearly understood this amendment of M	tultiple Listing Contract, and I acknowledge this date having
roceived a cupy.	
SIGNED, SEALED AND DELIVERED THIS 29 D	AY OF November , YR. 2019 .
Den Bergman	<del></del>
SELECTORINATURE	Royal LePage Sussex
Authorized Signatory, All Canadian	LISTING BROKERAGE (PRINT)
SELLER'S SIGNATURE	PSF DESIGNATED AGENTS SIGNATURE
Investment Corporation	Dave Milligan
WITNESS TO SELLER'S SIGNATURE(S)	DESIGNATED AGENT (PRINT)
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BC2070 DA REV. FEB 2010

COPYRIGHT - BC REAL ESTATE ASSOCIATION WEBForme® Feb/2019

This is Exhibit "H" referred to in the 3<sup>rd</sup> Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 13 day of August, 2020

> Commissioner for Taking Afridavits within British Columbia

## JODY R.H. CONROY

**Notary Public** 5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0



Royal LePage Sussex

## PAGE 1 of 6 PAGES

### **MULTIPLE LISTING CONTRACT**

BETWEEN: All Canadian Investment Corporation

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AND:

A. To list the Property with the Multiple Listing Service\* of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");

B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and

C. To make agency disclosures required of the Listing Brokerage.

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Feb/2019

#### 5. LISTING BROKERAGE'S REMUNERATION:

- A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, if:
  - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
  - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
    - (a) within sixty (60) days after the expiration of the term of this Contract; or
    - (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause;
    - provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
  - (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase.
- B. The Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage.
- C. The Seller agrees that, to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission.
- D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:
  - 7% on the first \$100,000 and 2.5% on the balance.
  - of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission (commission + tax = remuneration).
  - (ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to: 3.255\* on the first \$100,000 and 1.1625\* on the balance.

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.745% on the first \$100,000 and 1.8375% on the balance.

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

(iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:
7% on the first \$100,000 and 3% on the balance.

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

- E. The Listing Brokerage and the Designated Agent will advise the Seller of any remuneration, other than described in this Clause 5, to be received by the Listing Brokerage in respect of the Property.
- 6. ASSIGNMENT OF REMUNERATION: The Seller hereby irrevocably:
  - A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit montes the amount of the Listing Brokerage's remuneration;
  - B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and
  - C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.

#### 7. DESIGNATED AGENCY:

A. Subject to Clause 7C(iii) the Listing Brokerage designates Alan Stewart, Personal Real Estate Corporation

#### Rachel Manley

(the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;

- B The Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.
- C. The Seller agrees that:
  - (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
  - (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
  - (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
  - (iv) for the purposes of Clauses 1B, and 4, the term Listing Brokerage shall include the Designated Agent.

#### 8. THE DESIGNATED AGENT WILL:

- A. Act as the agent of only the Seller with respect to the Property;
- B. Provide information about the Property to Cooperating Brokerages;
- C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller,
- At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seiler;
- E. Fulfill the duties set out in Real Estate Services Act Rule 3-3, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and Real Estate Services Act Rule 3-4;
- F. Obey all lawful instructions of the Seller that are consistent with the Real Estate Services Act and the Rules and the Bylaws and Code of Ethics of the Board; and
- G. Exercise reasonable care and skill in their performance under this Contract;

#### 9. THE LISTING BROKERAGE AGREES:

- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the Real Estate Services Act.

#### 10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
- C. That the Seller has the authority to sell the Property and to enter into this Contract;
- D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- That the Property is not currently the subject of any other exclusive listing contract.

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#### ADDRESS

#### 11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in Real Estate Services Act Rules 3-3 and 3-4 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the Real Estate Services Act Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the Real Estate Services Act Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with Real Estate Services Act Rule 5-18 and may be required to cease providing certain trading services to the Seller;
- E. Despite Real Estate Services Act Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

#### 12. CONFLICTS OF INTEREST:

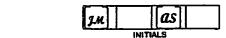
- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the Real Estate Services Act Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with section 5-18 of the Real Estate Services Act Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
  - (i) if the Designated Agent ceases to act as agent of such buyer in respect of the Property, the Seller acknowledges and agrees that the Designated Agent may continue to act as agent for such buyer in respect of property other than the Property;
  - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the Real Estate Services Act Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
  - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the Seller acknowledges and agrees that the Designated Agent's duties under this Contract and in the Real Estate Services Act Rule 3-3(a) (to act in the best interests of the Seller), Real Estate Services Act Rule 3-3(f) (to disclose all known material information to the Seller) and the Real Estate Services Act Rule 3-3(i) (to take reasonable steps to avoid any conflict of interest) are hereby modified, from and after the date that the Seller executed the Consent Agreement, to enable the Listing Brokerage and the Designated Agent to continue their representation of such buyer and the Seller further acknowledges and agrees that the continued representation of such buyer will not constitute any breach of duty to the Seller by either the Listing Brokerage or the Designated Agent under the Real Estate Services Act Rule 3-3 or otherwise, including, without limitation, any breach of fiduciary duty, or any breach of a common law agent's duty of loyalty or contractual or statutory duty.

#### 13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
  - (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to:
  - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
  - (iv) for compilation, retention and publication by the Board and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of the Board and other real estate boards;
  - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
  - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
  - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.
- B. The personal information provided by the Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

### 14. TERMINATION: The Listing Brokerage and the Seller agree that:

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
  - (i) upon the expiration of the term of this Contract as specified in Clause 1A:
  - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
  - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract:



(iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the Real Estate Services Act;

Garden Bav

- (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
- (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the Real Estate Services Act Rules.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
  - (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
  - (ii) cease all marketing activities on behalf of the Seller;
  - (iii) remove all signs from the Property; and
  - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

#### 15. MISCELLANEOUS PROVISIONS:

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- The "term" of this Contract includes the period of any written extension.
- Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.
- 16. ENTIRE AGREEMENT THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER): Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.

	06/11/2020		
SIGNED, SEALED AND DELIVERED THIS _	OF	, yr	
The Seller declares their residency:  RESIDENT OF CANADA [34]	NON-RESIDENT OF CANADA	as defined under the <i>Income T</i>	ax Act.
Authoritiese  III Canadian Investment Conporation  ELLER'S SIGNATURE TAXABANGE Exercises Corperation  SEA		Royal LePage Sussex LISTING BROKERAGE (PRINT)  Clan Stewart	SEA
ELLER'S SIGNATURE  //TNESS TO SELLER(S) SIGNATURE(S)	BROKERAGE APPROVAL FOR OFFICE USE ONLY	Alan Stewart DESIGNATED AGENT (PRINT)	

Lot 4 PACKALEN BOULEVARD Garden Bay BC VON 1S1 PAGE 6 of 6 PAGES **ADDRESS** In order to assist in effecting the sale of the Subject Property the Designated Agent will use reasonable efforts to market the property and promote the Seller's interests. Services to include, but not limited to: -Listing the property on the Multiple Listing Service of our Real Estate Board -Cooperating with brokerages and agents working with buyers -Advertising the property for sale on Realtor.ca, Royallepage.ca, and www.alanstewart.ca -Placing a "For Sale" sign on the property (if allowed) -Showing the property at times acceptable to the seller and, if any tenants, subject to tenant's rights -Responding to consumer and REALTOR inquiries -Disclosing to the seller all appropriate facts affecting the transaction known to us -Keeping the seller informed regarding the progress of the transaction -Reviewing Contracts of Purchase and Sale submitted for the seller's consideration -Assisting the seller in negotiating favorable terms and conditions with a buyer -Assisting in the completion and possession process as INITIALS

This is Exhibit "I" referred to in the 3<sup>rd</sup> Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia this day of August, 2020

Commissioner for Taking Affidavits
within British Columbia

JODY R.H. COMROY

**Notary Public** 

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0 Tel: 604-885-2122 Fax: 604-885-4101

#### Expired R2103086

Board: V, Detached House with Acreage

#### 4153 PACKALEN BOULEVARD

\$3,300,000 (LP)

(SP)

Sunshine Coast

Pender Harbour Egmont **VON 151** 

Days on Market: 195 Previous Price: \$0 Feet List Date: 8/18/2016 Original Price: \$3,900,000 Expiry Date: 2/28/2017 Sold Date:

Approx. Year Built: 9999 999

Depth / Size: Lot Area (sq.ft.): 108,900.00

Meas. Type:

Flood Plain:

Frontage (metres): 2 Bedrooms:

Frontage (feet):

Bathrooms:

Age: Zoning: Gross Taxes:

Tour:

Dist. to School Bus:

R-1A \$5,116.09 2016

Council Apprv?: Rear Yard Exp: South If new, GST/HST inc?:

Full Baths: 1 Half Baths:

1

For Tax Year: Tax Inc. Utilities?: P.I.D.:

026-193-019

Municipal Charges

Garbage:

Water: Dyking:

Sewer: Other:

Workshop/Shed:

Pool:

Garage Sz:

Grg Door Ht:

Yes: OCEAN & ISLAND

Complex / Subdiv: DANIEL POINT ESTATES Services Connected: Electricity, Sanitary Sewer, Water

Sewer Type:

Style of Home: Split Entry

Construction: Frame - Wood Wood

**Concrete Block** 

# of Fireplaces: 2 Fireplace Fuel: Wood City/Municipal Water Supply:

Baseboard, Electric Fuel/Heating: Outdoor Area: Type of Roof:

Balcny(s) Patio(s) Dck(s) Asphalt

Parking Access: Rear Total Parking: 12 Covered Parking: 3

Parking: Garage; Triple, Open, RV Parking Avail.

Dist. to Public Transit: Title to Land: Freehold NonStrata

Seller's Interest: Registered Owner Property Disc.: No : NEVER OCCUPIED PAD Rental:

Fixtures Leased: No: Fixtures Rmvd: Registered:

Floor Finish: Wall/Wall/Mixed

PL BCP15562 LT 6 DL 3923 LD 36, GROUP 1 AND AN UNDIVIDED 3/12TH INTEREST IN LOT 7

# of Levels: 2

Crawl/Bsmt. Height:

Beds in Basement: 0 Bed Basement: Full, Unfinished

2:

Suite:

CSA/BCE:

Reno. Year: 2006

R.I. Plumbing:

R.I. Fireplaces:

Metered Water:

Amenities:

Legal:

Exterior:

Foundation:

Rain Screen:

Renovations:

Site Influences: Golf Course Nearby, Marina Nearby, Private Setting, Private Yard, Recreation Nearby, Waterfront Property

Floor	Туре	Dimensions	Floor	Туре	Dimensions	Floor	Туре	Dimensions
Main	Living Room	14'3 x 12'			×			×
Main	Kitchen	14' x 14'	1		×			×
Main	Master Bedroom	13' x 11'6	1		×			×
Main	Bedroom	11'6 x 10'			x			×
Main	Laundry	10' x 6'7			×			×
1-10111	Laundry	- ×			×			×
		Ŷ	1		×			×
		Ç			×			×
		Ç			×			×
		Ç			x			×
					Bath	Floor # of P	ieces Ensuite?	Outbuildings
	loor (Main): 1,10 loor (Above):		chens: 5	72	1	Main 4		Barn:

Beds not in Basement:2

3:

Finished Floor (Above): 0 Finished Floor (Below): 0 Finished Floor (Basement): 1,100 sq. ft. Finished Floor (Total): Unfinished Floor

3%

920 2,020 sq. ft. Grand Total: Royal LePage Sussex - Office: 604-885-3295

List Desig Agt 1: Dave Milligan - Phone: 604-741-7373

All Canadian Investment Corporation

List Broker 2: dave@sunshinecoasthomes.com Appointments:

2

3

4

5

6

8

Call: Phone: Phone L.R. First DAVE 604-885-5414

3:

Occupancy: Vacant

Realtor Remarks: Commission is 3% upon first physical introduction otherwise \$500.00. All measurements approx w/ buyer to verify if deemed important. 3 separate waterfront lots combine to approx. 1300' fee of shoreline. \*No Touchbase Pls\* www.sunshinecoasthomes.com

"Extraordinary Waterfront Acreage" Spectacular & unique ocean side setting on 2.5 acres, spanning 3 side by side lots. W/ approx. 1300' of south & west facing shoreline & breakwater, the natural beauty and privacy of this parcel is rare. With medium & low bank frontage + a private bay & natural beach – it's idyllic for swimming, launching the kayak or observing marine life. Preferable South and West exposure guarantee amazing sunsets. Fabulous panoramic views from every angle provide a multitude of building site possibilities + 2 bdrm home to use while you build. Ideally used as a unique family estate - complete with room to accommodate a helipad, OR invest & develop as these properties each have their own title & 3 homes can be built. Contact us to view.

List Broker 1:

Sell Broker 1:

Owner: Commission:

List Desig Agt 2:

Sell Sales Rep 1:

#### Terminated R2236008 Board: V, Detached House with Acreage

#### 4153 PACKALEN BOULEVARD

\$27790,000 (LP) (SP)

Sunshine Coast Pender Harbour Egmont VON 151

Feet

Days on Market: 114 Previous Price: \$0

Lot Area (sq.ft.): 0.00

Rear Yard Exp: South

If new, GST/HST inc?:

List Date: 1/29/2018 Original Price: \$2,790,000

2

1

1

n

Frontage (feet):

Bedrooms:

Bathrooms:

Full Baths:

Half Baths:

Frontage (metres):

Expiry Date: 7/31/2018

Sold Date:

Approx. Year Built: 9999

Age: 999 Zoning: R1A Gross Taxes:

\$4,683.79 2017

For Tax Year: Tax Inc. Utilities?:

P.I.D.

026-193-019

View:

Yes: OCEAN & ISLAND

Tour:

Parking Access: Rear

Dist. to School Bus:

Complex / Subdiv:

Services Connected: Electricity, Sanitary Sewer, Water

Total Parking: 12 Covered Parking: 3

Parking: Garage; Triple, Open, RV Parking Avail.

Freehold NonStrata

Sewer Type:

Meas. Type:

Depth / Size:

Flood Plain:

Council Appry?:

Style of Home: Split Entry Construction: Frame - Wood Exterior:

Wood Concrete Block

Foundation: Rain Screen: Renovations: Partiv

# of Fireplaces: 2 Wood Fireplace Fuel: Water Supply: City/Municipal

Legal:

Features:

Fuel/Heating: Baseboard, Electric Outdoor Area: Balcny(s) Patio(s) Dck(s) Type of Roof: Asphalt

CSA/BCE: Reno. Year: 2006

R.I. Plumbing: R.I. Fireplaces:

Metered Water

# of Kitchens: 1

# of Levels: 2

Crawl/Bsmt. Height:

Beds in Basement: 0 Bed Basement: Full, Unfinished

2:

Suite:

Fixtures Rmvd:

Floor Finish:

PAD Rental-

Registered:

Dist. to Public Transit:

Fixtures Leased: No :

Title to Land:

Wall/Wall/Mixed PL BCP15562 LT 6 DL 3923 LD 36. GROUP 1, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7.

Seller's Interest: Registered Owner

Property Disc.: Yes: NEVER OCCUPIED

Municipal Charges Garbage: Water: Dyking:

Sewer:

Site Influences: Golf Course Nearby, Marina Nearby, Private Setting, Recreation Nearby, Rural Setting, Waterfront Property

Other: Floor Type Dimensions Floor Type Dimensions Type Dimensions Main Living Room 14'3 x 12' Main Kitchen 14' x 14' × × Master Bedroom 13' x 11'6 Main × × Main Redroom 11'6 x 10' × × Main Laundry 10' x 6'7 × × x × × x × × × × × Bath # of Pieces Ensuite? Outbuildings Floor # of Rooms: 5

Beds not in Basement:2

3:

Finished Floor (Main): 1,100 Finished Floor (Above): 0 Finished Floor (Below): 0 Finished Floor (Basement): 920 Finished Floor (Total): 2,020 sq. ft. Unfinished Floor:

0 Grand Total: 2,020 sq. ft. Royal LePage Sussex - Office: 604-883-9525 List Broker 1:

3%

List Desig Agt 1: Dave Milligan - Phone: 604-741-7373

All Canadian Investments Corporation

List Broker 2: dave@sunshinecoasthomes.com Appointments:

3:

1

2

3

4

5

6

8

Call: Phone:

No

Barn:

Workshop/Shed:

Garage Sz:

Grg Door Ht:

Phone L.R. First DAVE 604-885-5414

Main

Occupancy: Vacant

Commission is 3% with 1st physical introduction otherwise \$500.00. All measurements approx. with buyer to verify if deemed important. 3 separate lots (4, 5 & 6) being sold together w/ approx. 1300' of shoreline. Statutory Building Scheme. No Touchbase please. www.sunshinecoasthomes.com Remarks:

"Magnificent Waterfront Acreage" Spectacular & unique ocean side setting with 2.5 acres, spanning 3 side by side lots. Approx. 1300' of south and west facing shoreline including a breakwater. The natural beauty & privacy of this parcel is rare. With medium & low bank frontage + a private bay scattered with a natural driftwood beach, it's idyllic for swimming, kayaking or observing marine life. Desirable South and West exposure means amazing sunsets. The panoramic views from every angle provide many building site possibilities. Use as a unique family estate - complete with room to accommodate a helipad, OR invest and develop as each lot has its own title & 3 homes can be built. Lot 6 fully serviced and Lots 4 & 5 have power, water, cable and phone all available at the lot line.

List Desig Agt 2:

Sell Sales Rep 1:

Sell Broker 1:

Commission:

Owner:

Expired R2271816 Board: V, Land Only

#### Lot 4 PACKALEN BOULEVARD

Sunshine Coast Pender Harbour Egmont **VON 151** 

\$749(000 (LP)

(SP)



Days on Market: 735

List Date: 5/24/2018

Expiry Date: 5/31/2020

Sold Date:

Previous Price: \$799,000 Original Price: \$799,000

200.00 Frontage: Meas. Type: Feet

Subdiv/Complex: Daniel Point P.I.D.: 026-192-993

Frontage Metric: Taxes: Depth: For Tax Year: Price/SqFt: Zoning:

\$3,142,55 2019 R1A

Sub-Type: Rezoneable?: Flood Plain: Exposure: West

Freehold NonStrata

Lot Area

Permitted Use: Title to Land:

1.08 Acres: Hect: 0.44

Tour

View - Specify

Oceanfront

SqFt: 47,219.04 SqM: 4,386.79

Sanitary Sewer: Storm Sewer: None Water Supply:

City/Municipal At Lot Line Not Available

Natural Gas: Telephone Service: At Lot Line Cable Service: At Lot Line Prospectus: **Not Required** 

Develop Permit: No Bldg Permit Apprv: No

**Building Plans: Not Available** 

**Road Access** Property Access:

Parking Access: Fencing:

Property in ALR/FLR: Seller's Interest: **Registered Owner** 

Information Pkg: Yes Sign on Property: Sketch Attatched: No Property Disclosure: Yes: Trees Logged: No Perc Test Avail:

Perc Test Date:

Legal:

Electricity:

PL BCP15562 LT 4 DL 3923 LD 36. GROUP 1, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7; RPBCP15563.

Site Influences: Golf Course Nearby, Marina Nearby, Private Setting, Recreation Nearby, Waterfront Property

Restrictions: **Mandatory Building Scheme** 

Commission: 3.255% OF THE FIRST \$100,000 AND 1.1625% ON THE BALANCE

List Broker 1: Royal LePage Sussex - Office: 604-883-9525

List Sales Rep 1: Dave Milligan - Phone: 604-741-7373

dave@sunshinecoasthomes.com Call:

Appointments: Phone L.R. First

Phone:

List Sales Rep 2:

List Broker 2: List Sales Rep 3: Sell Broker 1: Sell Sales Rep 1:

Sell Broker 2: Sell Sales Rep 2: Owner:

**All Canadian Investment Corporation** 

Commission is 3.255% on the 1st \$100K & 1.1625% on the balance with 1st physical introduction otherwise \$500.00. All meas, approx Realtor w/buyer to verify if deemed important. www.sunshinecoasthomes.com Remarks:

"Prime Oceanfront Lot" Enjoy living along the shoreline with this desirable west facing med-low bank lot. This 1.08 acre property, situated within a beautiful seaside community, has an ideal building site and all underground services available at the lot line. Sunsets, passing ships and marine life viewing could be part of your daily life! Nearby Garden Bay offers full amenities and recreation in one of the most scenic settings in B.C.

LND Full Realton

The enclosed information, while deemed to be correct, is not guaranteed. PREC\* Indicates 'Personal Real Estate Corporation'.

07/30/2020 11:18 AM

DAVE 604-741-7373 Active R2465914 Board: V, Land Only Other

Sanitary Sewer:

Storm Sewer:

Water Supply:

Cable Service:

Develop Permit:

**Building Plans:** 

Bldg Permit Apprv: No

Electricity:

Natural Gas:

Prospectus:

#### LOT 4 PACKALEN BOULEVARD

Sunshine Coast Pender Harbour Egmont **VON 151** 

\$669,000 (LP)

(SP)

Frontage Metric: Depth: Price/SqFt:

Days on Market: 44

Previous Price:

List Date: 6/16/2020

Expiry Date: 12/15/2020

Original Price: \$669,000 Sold Date:

026-192-993

Frontage: 200.00 Subdiv/Complex: Meas. Type: Feet P.I.D.:

> Taxes: \$3,142.55 2019 For Tax Year: Zoning: R1A

Sub-Type: Rezoneable?: Flood Plain: West

Lot Area

Exposure:

Acres: 1.08 Permitted Use: Hect: 0.44 Freehold NonStrata Title to Land:

SqFt: 0.00 Tour: SqM: 0.00 View - Specify Oceanfront View

Property Access: Road Access

Parking Access: Fencing: Property In ALR/FLR:

Seller's Interest: Registered Owner

Information Pkg: Yes Sign on Property: Sketch Attatched: No Property Disclosure: Yes: Trees Logged: No Perc Test Avail:

**Not Available** Perc Test Date:

LOT 4, PLAN BCP15562, DISTRICT LOT 3923, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7; RPBCP15563 Legal:

No

Site Influences: Golf Course Nearby, Marina Nearby, Private Setting, Recreation Nearby, Waterfront Property

Restrictions: **Mandatory Building Scheme** 

At Lot Line

At Lot Line

At Lot Line

Not Available

**Not Required** 

City/Municipal

None

Telephone Service: At Lot Line

Commission: 3.255% OF THE FIRST \$100,000 AND 1.1625% ON THE BALANCE.

List Broker 1: Royal LePage Sussex - Office: 604-883-9525 Phone L.R. First Appointments: List Sales Rep 1: Alan Stewart PREC\* - Phone: 604-740-2353 alanstewart@royallepage.ca Call: List Sales Rep 2: Dave Milligan - Phone: 604-741-7373 dave@sunshinecoasthomes.com Phone: List Broker 2: Royal LePage Sussex - Office: 604-883-9525

List Sales Rep 3: Sell Broker 1: Sell Sales Rep 1: Sell Broker 2: Sell Sales Rep 2:

Owner: **All Canadian Investment Corporation** 

Commission is 3.255% on the first \$100,000 & 1.1625% on the balance, with first physical introduction otherwise \$500.00. All Realtor measurements are approximate with buyer to verify if deemed important. Court Approval required, see Schedule A in Documents. Remarks:

Prime Oceanfront Lot. Enjoy living along the shoreline with this desirable west facing med-low bank lot. This 1.08 acre property situated within a beautiful seaside community has an ideal building site and all underground services available at the lot line. Sunsets, passing ships and marine life viewing could be part of your daily life! Nearby Garden Bay offers full amenities and recreation in one of the most scenic settings in B.C.

LND Full Realton

The enclosed information, while deemed to be correct, is not guaranteed. PREC\* indicates 'Personal Real Estate Corporation'.

07/30/2020 11:18 AM

**Alan Stewart** 

604-740-2353

This is Exhibit "J" referred to in the 3<sup>rd</sup> Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia this 13 day of August, 2020

A Commissioner for Taking Affidavits within British Columbia

ODY R.H. CONROY

Notary Public

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0 Tel: 604-885-2122 Fax: 604-885-4101 Authentisign ID: ADIBCCIO-DIEA-IECF-BIRS-ABIOSBEESRTS

#### **CONTRACT OF PURCHASE AND SALE** INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

- CONTRACT: This document, when signed by both parties, is a logally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is screed to is in writing.
- 2. DEPOSIT(S): Section 28 of the Real Estate Services Act requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the equisition and disposition of the real estate by the brokerage as a stateholder. The manay is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit
- 3. COMPLETION: (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchate Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notery.
  - (c) The Buyer's Lewyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Salurday Completion Dato as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; landers with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

- POSSESSION: (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the Residential Tenancy Act.
- 5. TITLE: (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroechments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company, in certain circumstances, the mortgage company could ratuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
- CUSTOMARY COSTS: (Section 16) in particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

#### Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:

- atlanding to execution documents.

Costs of clearing title, including:- investigating title,

- discharge fees charged by encumbrance helders.
- prepayment pensities.

Real Estate Commission (plus GST). Goods and Sendoes Tax (if applicable).

Lawyer or Notary Fees and Expenses:

- searching little.
- drafting documents. Land Title Registration feas. Survey Certificate (if required).

Costs of Mortasas, including:

- mortgage company's Lawyer/Notary.

Costs to be Borno by the Buyer

- appreisel (if applicable) - Land Title Registration fees.

Fire Insurance Premium. Sales Tax (if applicable).

**Property Transfer Tax.** 

Goods and Services Tax (if applicable).

In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional texas payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

- CLOSING MATTERS: The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/noteries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
- RISK: (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Compistion Date.
- FORM OF CONTRACT: This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

- 10. REALTOR® Code, Article 11: A REALTOR® shall not buy or sail, or altempt to buy or sail an interest in property either directly or indirectly for himself or herself, any member of his or her immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR® position known to the buyer or seller in writing. Roal Eatate Council Rules 5-9: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
- 11. RESIDENCY: When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax Implications thereof with their Lawyer/Accountant.
- 12. AGENCY DISCLOSURE: (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be fisted. If additional space is required, list the additional Designated Agenta/Licensees on an addendum to the Contract of Purchase and Sale.

**BC2057 REV. DA FEB 2019** 





PAGE 1 of 7 PAGES

# **CONTRACT OF PURCHASE AND SALE**

BROKERAGE:	RE/MAX Ocean	view Realty	DATE:	July 15th 2020
ADDRESS: <u>5686 Cowrie</u>	Street Sechel	t PC; <u>V0N 3A0</u>	PHONE: (60	4) 885-4313
PREPARED BY: Rich	k Allen for Terry Brackett	MLS® NO:	R24659	14
SELLER: All Canadian	n Investment Corporation	BUYER:	Daniel Jacob \	Vood
ADDRESS: 825 Lak	ceshore Drive SW	ADDRESS: 4736	Bear Bay Rose	
Salmon A	Arm BC		arden Bay	
	PC: V1E 1E4		PC:	
PHONE:		DUONE:		
	·	OCCUPATION:		·
PROPERTY:				
Lot 4	Packalen Boulevard			
	DRESS OF PROPERTY			
	#71		VON ISI	
CITY/TOWN/MUNICIPALITY		POSTAL CO		<del></del>
026-192-993				
ED OTHER!	PID(S)	<u> </u>		-
LOT 4 AND AN UNDIV WESTMINSTER DISTRI	IDED 3/12TH SHARE IN ICT PLAN BCP15562	LOT 7, DISTRICT LO	T 3923 GROUP	NEW
	<sub>ር</sub> ከ		<b>6</b> 71	ח
EGAL DESCRIPTION JAN				<u>'  </u>
- 1,J-861	the Demonstration of the	40.00		]   9.81 F) N
Six H	the Property from the Seller on lundred and Nine Thousand	the following terms and sul	ect to the following:	conditions;
. PURCHASE PRICE: The I	numbers arice of the Describe	will be Correlated and	Thirty Histo Thousan	3.4
CHARGE CONTRACTOR CONT	Thousand -Dita	<del>dent Dio con</del>	200.0 <del>00-7111</del> ecos	
J Sul Fi	ve Hundred Eighty The	Mand		,000.00 JU
Jun		DOLLARS \$	7 730;000:00	(Purchase Price)
. DEPOSIT: A deposit of \$	27,500.00 which will form	n part of the Purchase Pric	9 <del>029,080.00 \$</del>	24 hours of
acceptance unless agreed	l as follows:			1
Within 24 hours of fine	ıl subject removal.			U
All monles paid pursuant	to this section (Deposit) will	be paid in accordance w	ith section 10 or by	v uncertified cheque
except as otherwise set	out in this section 2 and	will be delivered in trus	t to <u>RE/MAX Or</u>	ceanview Realty
	and	held in trust in accorda	ance with the prov	isions of the Real
Estate Services Act. In the	event the Buyer fails to pay	the Deposit as required	by this Contract, th	e Seller may, at the
Seller's option, terminate (	his Contract. The party who	receives the Deposit is au	thorized to pay all o	or any portion of the
Deposit to the Buyer's or t	Seller's conveyancer (the "Col	aveyancer") without further	written direction of	the Buyer or Seller,
provided that: (a) the Con-	veyancer is a Lawyer or Nota	iry; (b) such money is to	be held in trust by t	ihe Conveyancer as
Stakenoider pursuant to the	provisions of the Real Estate	Services Act pending the	completion of the tra	insaction and not on
DENSIT OF SING OF THE PRINCIPAL	als to the transaction; and (c) if	the sale does not complet	e, the money should	be returned to such
party as stakeholder or paid	i into Court.	4	<b>- -</b>	
		П	DW	J.M.
		4	INITIALS	

#### Asilhaniisiga iD: ADSBCC40-DetA-1ECF-8388-AB20388888873

Lot 4 Packalen Boulevard Pender Harbour BC V0N ISI PAGE 2 of 7 PAGES PROPERTY ADDRESS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

The attached property condition disclosure statement (declined) dated May 23, 2018 has been received and reviewed by the Buyer and is incorporated into and forms part of this contract.

Subject to the Buyer on or before August 7, 2020 obtaining and approving a copy of the title search results against the presence of any charge or other feature, whether registered or pending, that reasonably may adversely affect the property's use or value.

If this condition is waived or declared fulfilled, the copy of the title search result will now be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract. This condition is for the sole benefit of the Buyer.

Subject to a Buyer obtaining financing on terms and at rates satisfactory to the Buyer on or before August 7, 2020. This condition is for the sole benefit of the Buyer.

Subject to the Buyer, at the Buyer's expense, having the subject property surveyed, and Buyer being satisfied with details of said survey on or before August 7, 2020. This condition is for the sole benefit of the Buyer.

Subject to the Buyer's lawyer receiving, reviewing and approving this Contract of Purchase and Sale by August 7, 2020. This condition is for the sole benefit of the Buyer.

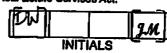
Subject to the Buyer verifying if the subject property is on the Heritage registry & Archeological registry, and verifying if the subject property is affected by the Heritage Conservation Act or any other archeological concerns which may effect the future use of the subject property and the Buyer being satisfied with same on or before August 7, 2020. This condition is for the sole benefit of the Buyer.

Subject to the Buyer receiving and being satisfied with a site inspection and report from a certified geotechnical engineer concerningthe suitability for the construction of the Buyer's intended building plans on the subject propertyon or before August 7, 2020. The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.

Subject to the Seller's lawyer receiving, reviewing and approving this Contract of Purchase and Sale by August 15, 2020. This condition is for the sole benefit of the Seller.

The Buyer confirms the receipt of independent GST advice concerning the obligation to pay GST and will be responsible to pay any GST and apply for any GST rebate in connection with this transaction. The Buyer understands that GST is applicable to the sale of this property.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Services Act.



#### Authoritalys ID: ADTRCC40-D48A-4ECF-B399-AB3028448873

Lot 4 Packalen Boulevard Pender Harbour BC V0N 1S1 PAGE 3 of 7 PAGES PROPERTY ADDRESS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

PRIOR TO THE EXECUTION OF THIS CONTRACT, THE BUYER HAS BEEN ADVISED AS FOLLOWS:

- 1. The Buyer's Agent makes no independent representations as to the applicability or effect of the GST on this transaction, or any available Rebate. For further information, Buyer must seek advice from a Tax Consultant.
- 2. The Buyer must independently verify information provided by the Agents if Buyer deems it important or essential to the purchase. This includes, but is not limited to, information contained on MLS Data Sheets relating to square footage, lot size, lot boundaries and zoning. The Buyer's agent makes no representations as to the accuracy of said information.
- 3. Property Transfer Tax [PTT] applies to the fair market value and is payable by the Buyer at the time of completion, unless the Buyer qualifies for an exemption or Rebate. The rate of PTT is: 1% of the 1st \$200,000, plus 2% up to \$2,000,000, plus 3% of the balance. If the property is residential, a further 2% on the portion greater than \$3,000,000 PTT applies. For further information on the PTT or any available Rebates, Buyer must seek advice from a Tax Consultant.
- 4. If the Buyer is an entity such as a Corporation, an Estate, a Trust, a Partnership, etc., the person[s] signing on behalf of the entity warrants it has the full authority necessary to bind the entity to this Contract and that the entity has the capacity to enter this Contract.
- 5. If a Power of Attorney is used on behalf of the Buyer, the person(s) named as Attorney warrants they have obtained a legal opinion confirming the Power of Attorney document is valid for the purposes of binding the Buyer to this contract and dealing with real property.
- 6. Despite any other terms in the contract, all non-financial charges contained on the title shall remain on the title after closing and may affect the buyer's use and enjoyment of the property.

BY EXECUTING THIS CONTRACT, THE SELLER, OR THE AUTHORIZED SIGNATORY FOR THE SELLER, WARRANTS THE FOLLOWING:

1. The Seller warrants that the GST does apply to the purchase price of the subject property.

2. If the Selier is an entity such as a Corporation, an Estate, a Trust, a Partnership, etc., the person[s] signing on behalf of the entity warrants it has the full authority necessary to bind the entity to this Contract and that the entity has the capacity to enter this Contract.

3. If a Power of Attorney is used on behalf of the Seller, the person(s) named as Attorney warrants they have obtained a legal opinion confirming the Power of Attorney document is valid for the purposes of binding the Seller to this contract and dealing with real property.

4. To the best of the Seller's knowledge there are no underground oil storage tanks on the property, and the buildings and structures thereon have not been used for the growth of marijuana or manufacture of any illegal substances.

5.4th Seller warranties mentioned herein shall survive and not merge on the completion of this transaction.

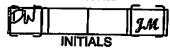
Buyer reserves the right to assign this contract in whole or in part to any third party without further notice to the Seller; said assignment not to relieve the Buyer from his/her obligation to complete the terms and conditions of this contract should the assignee default.

[M]

The Seller and Buyer acknowledge that Schedule "A" to the offer forms part of the offer.

The obligation of the Seller and the Buyer to complete the purchase and sale of the Property on the Completion Date is subject to the Seller obtaining approval from the Supreme Court of British Columbia for the sale of the Property to the Buyer on or before by August 21. This condition is the for the benefit of both of the Buyer and the Seller and may not be waived by either Party.

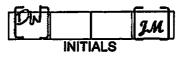
Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Services Act.



#### Authentisign ID: ADSBCC49-D46A-4ECF-B186-AB303B666873

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- 11. DOCUMENTS: All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. SELLER'S PARTICULARS AND RESIDENCY: The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.



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Lot 4 Packalen Boulevard Pender Harbour BC VON ISI PAGE 5 of 7 PAGES

PROPERTY ADDRESS

- 11B. GST CERTIFICATE: If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TiME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the Real Estate Services Act, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING: If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been todged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except todging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgage of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE: If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may walt to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS: The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK: All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL: In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES: There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION: The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
  - A. for all purposes consistent with the transaction contemplated herein:
  - B. If the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards:

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Lot 4 Packalen Boulevard	Pender Harbour	BC VON ISI PAGE 6 of	7	PAGES
PROPERTY ADDRESS				

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

- 20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.
- 20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract. (a) must not be sedigned without the written consent of the Seller, and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.
- 21. AGENCY DISCLOSURE: The Seller and the Buyer ecknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

[JM]	A. The Seller acknowledges having (RECBC) form entitled *Disclosure of has an agency relationship with			
	Alan Stewart PREC	*/ Dave Milligan	(Designated Agent(	s)/Licensee(s))
	who is/are (Icensed in relation to	Royal Lepage Su	ssex	_ (Brokerage).
ph	B. The Buyer acknowledges having Representation in Trading Services' a	·		
INITIALS	Rick Allen for Te	erry C. Brackett	(Designated Agent(	s)/Licensee(s))
	who is/are licensed in relation to	RE/MAX Oceanview	Realty	_(Brokerage).
INITIALS	C. The Seller and the Buyer each entitled "Disclosure of Risks Associate agency relationship with	d with Dual Agency" and hereby co		ensent to a dual
	who is/are licensed in relation to			_(Brokerage),
	having signed a dual agency agreeme	nt with such Designated Agent(s)/	Licensee(s) dated	······································
INITIALS	D. If only (A) has been completed, the form "Disclosure of Risks to Unrepresent that the Buyer has no agency relations to the Buyer has no agency relations."	ented Parties" from the Seller's ag		
INITIALS	E. If only (B) has been completed, the form "Disclosure of Risks to Unrepresent that the Seller has no agency relations	ented Parties" from the Buyer's ag		

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	Lot 4	Packalen Boulevard	Pende	r Harbour	BC '	V0N 1SI I	PAGE	of 7	PAGES
PRO	OPERTY ADDRES	SS							
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שש	to notification	of its acceptance), and up	oon acceptance of the offe	er, or counter-	offer, by	eccepting	in writin	g and nol	lifying the
	other party of a	such acceptance, there w	ill be a binding Contract o	f Purchase an	d Sale	on the term	ns and co	inditions s	at forth.
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\*PREC represents Personal Real Estate Corporation

Trademarks are evened or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are mambers of CREA (REALTOR\*) and/or the quality of services they provide (MLS\*).

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# PROPERTY DISCLOSURE STATEMENT LAND ONLY

PAGE 1 of \_\_\_\_ PAGES

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Date of disclosure: May 23, 2018 Sussex The following is a statement made by the seller concerning the Land located at: ADDRESS: Lot 4 Packalen Blvd Garden Bay **VON 151** (the "Land") THE SELLER IS RESPONSIBLE for the accuracy of the enswers on this property disclosure sistement and where uncertain should reply "do not know." This property THE SELLER SHOULD INITIAL disclosure statement constitutes a representation under any Contract of Purchase THE APPROPRIATE REPLIES. and Salo if so agreed, in willing, by the salar and the buyer. DOES DO NOT YES MO 1.LAND NOT KNOW APPLY A. Are you aware of any encroschments, unregistered essentents or unregistered rights-of-way? B. Are you aware of any existing tenancies, written or crai? B. Are you aware of any past or present underground oil storage tankie) on the Land? C. Is there a survey certificate available? D. Are you aware of any current or pending total improvement levies/charges? E. Have you received any other notice or claim affecting the Land from any person or public body? F. Is the Land managed forest lands? G. Is the Land in the Agricultural Land Reserve? H. Are you aware of any past or present fuel or chamical storage anywhate on the Land? i. Are you aware of any fill materials anywhere on the Land? J. Are you aware of any waste alies, past or present, excluding manure storage anywhere on the Land? K. Are you aware of any uncapped or unclosed water wells on the Land? L. Are you ewere of any water licences affecting the Land? M. Has the Land been togged in the last five years? (I) liyes, was a limber markfloance in piecos (II) If yes, were texes or fees pold? N. is there a plot plan evalistic showing, the location of wells, captic systems, crops etc. 2.SERVICES A. Indicate the water system(s) the Land uses: Municipal O Community O Private D Well D Not Connected D Other B. Are you aware of any problems with the water system? C. Are records available regarding the quantity and quality of the water available? D. Indicate the splittery sower system the Land is connected to: Community D Septio C Leggen 13 Not Connected D Municipal O Other E. Are you sware of any problems with the cantlary sewer system? F. Are there any current service contracts (i.e., septic removal or metritenance)? G. If the system is capito or legionn and installed ofter May 31, 2006, are meintenance records available?

23		DW
	MITTALS	

Authentialgn (2: PC1818D8-7607-1ABS-6762-618EE01E1P81

May 23, 2018			PAG	E 2 of2	PAGES
DATE OF DISCLOSURE					
ADDRESS: Lot 4 Packalen Blvd	Gar	den Bay			ON 181
3.BUILDING: (Not Applicable)		YE8	NO	KNOW	DCES NOT APPLY
4.GENERAL:					
A. Are you ewere if the Land has been used as a marijuana grow of the manufacture likest drugs?				$\geq \leq$	$\geq \leq$
B. Are you aware of any material latent defect as defined in the Re Council of British Columbia Rule 6-13(1)(a)(1) or Rule 5-13(1)(a) testing of the Promises?	(U) In			$\geq$	$\geq$
C. Are you aware if the property, of any portion of the grounty, is depropased for designation uses "heritage alle" or of haritage value Heritage Conservation Act or under municipal legislation?	esignated or or under the			$\geq$	$\times$
For the purposes of Clause 4.8. of this form, Council Rule 5-13(1)(	e)(i) and (ii) is	set cut be	low.		
6-13 Disclosure of latent defects  (1) For the purposes of this section:  Meterial latent defect means a material defect that cannot including any of the following:  (a) a defect that renders the real estate  (i) dangerous or potentially dangerous to the occupation unit for habitation		through a i	essunatia	inspection of	the property,
6. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use ac	idilionai pag	es if neces	sary.)		
As is, where 15.		•			
The seller states that the information provided is true, based on the Any important changes to this information made known to the seller seller acknowledges receipt of a copy of this disclosure statement.	r will be disclo and agress th	rat a copy r	seller to the nay be give	CUYOT DILLT V	OCCORNICE IIIA
Don Bergman	on page be	FORE 819	NING.		
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END I STOLENGE CONTRACT OF CON	YER(8)				
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COPYRIGHT - BC REAL ESTATE ASSOCIATION VIEBFerna® Novi2018

#### **SCHEDULE "A"**

(Court Approved Sale)

DATE:	July 15, 2020
-------	---------------

CONTRACT OF PURCHASE AND SALE RE:

[m][m]

Lot 4
-4153-Packalen Boulevard, Garden Bay British Columbia more particularly described as:

026-192-993 PID<del>-026-193-019-</del> [DW][JM]

[m][M]

Lot's, Plan BCP 15562, District Lot 3923

Group 1, New Westminster Land District & an undivided 3/12 interest in Lot 7

(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 All Canadian Investment Corporation acting through McEown & Associates Ltd. in its capacity as court appointed Monitor in proceedings commenced in the Vancouver Registry of the Supreme Court of British Columbia under Action No. S1710393 (the "Proceedings"). The Buyer acknowledges and agrees that the Seller's rights and obligations with respect to the Contract of Purchase and Sale are expressly subject to the supervision and approval of the Court in the Proceedings.
- The Seller 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 Buyer accepts the Property "as is, where is" as of the Possession Date and saves the Seller 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 Buyer acknowledges and agrees that the Seller makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Property.
- matters, and without limiting the generality of the foregoing, the Buyer agrees that he is responsible to satisfy himself, and is relying on his own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Buyer 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.
- agrees that other than specifically provided therein 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 Buyer at his own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such personal property or chattels.
- 7. The Buyer 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 Buyer.
- Sale is subject to approval by the Supreme Court of British Columbia (the "Court") 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 in the Proceedings. This condition is for the sole benefit of the Seller.

- agrees that the other prospective purchasers may attend in Court in person or by agent at the hearing of the application to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. The Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no undertaking to advocate the acceptance of this offer. To protect his interest in purchasing the Property, the Buyer acknowledges and agrees that he 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.
- Sale may be terminated at the Seller's sole option if at any time prior to Court approval the Seller determines it is inadvisable to present this Contract of Purchase and Sale to the Court and in any such event the Seller shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Seller.
- agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Seller on account of damages, and not in substitution therefore, without prejudice to the Seller's other remedies.
- 12. 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.
- 13. The Purchase Price does not include Good and services Tax or Harmonized Sale Tax, if any, which shall be payable by the Buyer.
- 14. The Seller may, at its sole discretion, extend the Completion Date by up to 10 days.
- 15. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Seller as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies

which the Seller may have at law or in equity against the Buyer. In accordance with s. 30(i)(g) and 30(2)(b) of the Real Estate Services Act, the Buyer and the Seller hereby agree to the release of the Deposit and accrued interest thereon to the Seller, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Seller, upon written demand from the Seller or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.

16. All funds payable in connection with this Contract of Purchase and Sale will be made by: (a) certified cheque, bank draft, certified Lawyer's/Notary's trust cheque, all of which shall be delivered by prepaid courier to the solicitor acting for the Seller: or (b) electronic funds transmission or wire transfer into the Seller's bank account or the Seller's solicitor's trust bank account with any applicable bank charges to be borne by the Buyer.

Witness	B/Jakimo reviso sin kot
Witness	Buyer
	ALL CANADIAN INVESTMENT CORPORATION, by McEown & Associates Ltd. its court appointed Monitor in proceedings commenced in the Vancouver Registry of the Supreme Court of British Columbia under Action No. S1710393:
Witness	John McEaun 07/17/2020 PeuriciandMcBown





# CONTRAC

CT OF PURCHASE AND SALE ADDENDUM	BCrea	
August 09 2020		

MLS NO.: R2465914	DATE:		PAGE 1 of 1 PAGES	
Lot 4	PACKALEN BOULEVARD	Garden Bay	BC V0N 181	
RE: ADDRESS	4 BY 2000 TO 00 COOK 4			
PL BCP13362 LT	4 DL 3923 LD 36. GROUP 1, E	AN UNDIVIDED 3/12TH INTEREST IN LO	T 7	
]]				
LEGAL DESCRIPTION:			:	
026-192-993				
PID	OTHER PID(S)	•••••••••••••••••••••••••••••••••••••••	***************************************	
FURTHER TO THE	CONTRACT OF DISPOSAGE AND CA	LE DATED 6/15/2020		
1				
		AS	SELLER AND COVERING	
THE ABOVE-MENT	IONED PROPERTY, THE UNDERSIGI	NED HEREBY AGREE AS FOLLOWS:		
Subject to the Seller's lawyer receiving, reviewing and approving this Contract of Purchase and Sale by August 15, 2020. This condition is for the sole benefit of the Seller.				
All other terms and conditions remain in full force and effect and time shall remain of the essence.				
X		SEAL Daniel Jac	cob Wood	
WITNESS	BUYER	PRINT NAM	IE .	
WITNESS		SEAL		
WITNESS	BUYER — Authentia -	PRINT NAM	IE	
X	John McEown		Investment Corporation	
WITNESS	Saled Fife SI AM POT	PRINT NAM	IE	
WITNESS	PELLED	SEA!		

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

This is Exhibit "K" referred to in the 3<sup>rd</sup> Affidavit of David Milligan, Sworn before me at Vancouver, British Columbia this day of August 2020

> ommissioner for Taking Affidavits within British Columbia

JODY R.H. CONROY

Notary Public

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0
Tel: 604-885-2122 Fax: 604-885-4101



The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

## PACKALEN BLVD SECHELT

Area-Jurisdiction-Roll: 08-746-06165.315



Total value

\$804,000

2020 assessment as of July 1, 2019

Land

\$804,000

Buildings

\$0

Previous year value

\$878,000

Land

\$878,000

Buildings

\$0

#### Property information

Year built

Description

Vacant Residential Less Than 2 Acres

Bedrooms

Baths

Carports

Garages

Land size

1.084 Acres

First floor area

Second floor area

Basement finish area

Strata area

**Building storeys** 

Gross leasable area

Net leasable area

No.of apartment units

#### Legal description and parcel ID

Lot 4 Plan BCP15562 District Lot 3923 Land District 1 Land District 36 & AN UNDIVIDED 3/12TH INTEREST IN LOT 7; RPBCP15563

PID: 026-192-993

#### Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

#### Manufactured home

Width

Length

Total area

#### Register with BC Assessment



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Store and access favourite properties across devices



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