



This is the 3rd Affidavit of
David Milligan in this case and
was made on the 13 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 3/12th 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 www.royallepagesussex.com/sechelt;
 - 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 drive 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.

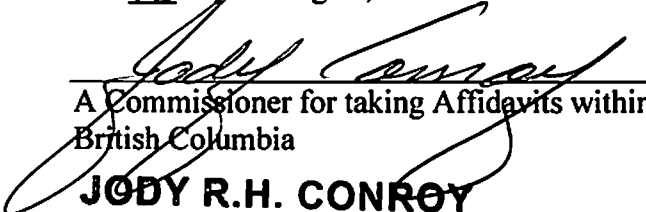
Market conditions

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 13 day of August, 2020.)

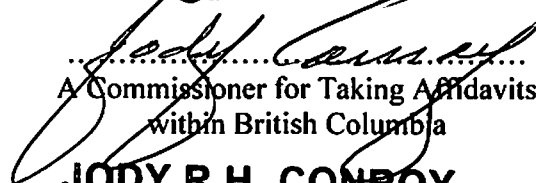

A Commissioner for taking Affidavits within)
British Columbia)

JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101



DAVID MILLIGAN

This is Exhibit "A" referred to in the
3rd 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

JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101

TITLE SEARCH PRINT

File Reference: 2285580000

Declared Value \$750000

2020-08-10², 08:21:38
Requestor: Kyle Record

****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 SEARCH PRINT

File Reference: 2285580000

Declared Value \$750000

2020-08-10³, 08:21:38
Requestor: Kyle Record

Nature:	COVENANT
Registration Number:	R50989
Registration Date and Time:	1987-05-26 15:01
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
Remarks:	INTER ALIA PART IN EXPLANATORY PLAN 18467 SEC. 215 LTA MODIFIED BY BX405840

Nature:	COVENANT
Registration Number:	BX405840
Registration Date and Time:	2005-01-24 14:18
Remarks:	INTER ALIA MODIFICATION OF R50989

Nature:	COVENANT
Registration Number:	BX405842
Registration Date and Time:	2005-01-24 14:18
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	BX405852
Registration Date and Time:	2005-01-24 14:19
Remarks:	PLAN BCP15562 APPURTENANT TO LOT 2 PLAN BCP15562

Nature:	EASEMENT
Registration Number:	BX405854
Registration Date and Time:	2005-01-24 14:19
Remarks:	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:	MORTGAGE
Registration Number:	CA6769348
Registration Date and Time:	2018-04-30 16:00
Registered Owner:	DIDS-BC HOLDINGS LTD. INCORPORATION NO. BC1157251

TITLE SEARCH PRINT

File Reference: 2285580000

Declared Value \$750000

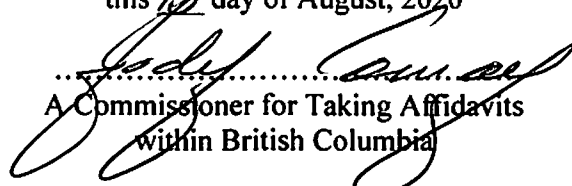
2020-08-10⁴, 08:21:38
Requestor: Kyle Record

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "B" referred to in the
3rd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 17 day of August, 2020


.....
A Commissioner for Taking Affidavits
within British Columbia

JODY R.H. CONROY
Notary Public
5890 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101



ROYAL LEPAGE
SUSSEX



PAGE 1 of 5 PAGES

MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE®

MLSR OFFICE USE ONLY
DATE: _____ LISTING NUMBER: W210-0080

BETWEEN: All Canadian Investment Corporation (OWNER/SELLER) AND Royal LePage Sussex (Set) (LISTING BROKERAGE)
5561 Wharf Avenue

OWNERS (SELLER) Suite 2 - 791 Marine Park Dr. #22 Lakeshore Drive SW
UNIT ADDRESS 207
Salmon Arm B.C. V1E 4E4
CITY PROV. FC
250-804-0600 CELL NUMBER
RESIDENT OF CANADA NON-RESIDENT OF CANADA
As defined under the Income Tax Act

1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from August 18 2016 (Effective Date) until 11:59 pm on February 28 2017 (Expiry Date) unless renewed in writing.

B. The Seller hereby:

- authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgage and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
- authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- 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;
- agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY: Let 5 Packalen Blvd
UNIT NO. HOUSE NO. STREET NAME STREET TYPE STREET DIRECTION
Garden Bay VON 1S1
CITY/TOWN/MUNICIPALITY POSTAL CODE
026-193-019 026-193-001 & 026-192-993
RD. OTHER CODES

LT 6 And An Undivided 3/12th Share in LT 7, DL 3923, Grp 1, NWDP BCP 15562, LT 5 And An Undivided 3/12th Share in LT 7, DL 3923, Grp 1, NWDP BCP 15562, LT 4 And An Undivided 3/12th Share in LT 7, DL 3923, Grp 1, NWDP BCP 15562.

LEGAL DESCRIPTION

3. TERMS OF SALE: \$1,900,000.00
LISTING PRICE TERMS

4. LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:

- 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");
- 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
- To make agency disclosures required of the Listing Brokerage.

INITIALS

Lot 6 Packalen Blvd
ADDRESS

Garden Bay

VON 151

PAGE 2 of 5 PAGES

5. LISTING BROKERAGE'S REMUNERATION: The Seller agrees:

A. To pay to the Listing Brokerage a gross commission of 6%

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) 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; and
 B. 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
 C. 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%

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. 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 monies 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 12A and 7C(ii) 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 licenses of all of those licensees) is suspended, cancelled or becomes imperative 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:
 (i) subject to (ii) 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.

 INITIALS

Lot 6 Packalen Blvd
Address

Garden Bay

V0N 1S1

PAGE 3 of 5 PAGES

8. THE DESIGNATED AGENT WILL:

- A. Act as the agent of only the Seller with respect to the Property except where the Seller consents to limited dual agency (see Clauses 7 and 12);
- 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;
- 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 Service® 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, 5A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 6I, 6J, 6K, 6L, 6M, 6N, 6O, 6P, 6Q and 6R;
- 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;
- 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:

- 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 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 6B, 6C and 6D, 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;
- D. 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 Working With a REALTOR®

 INITIALS

Lot 4, 5 & 6 Parkalen Blvd Garden Bay VON 1S1 PAGE 4 of 5 PAGES

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 "Licensees") 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 this 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, relation 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 Working With a REALTOR®.

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; and
(v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.
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.
B. The "term" of this Contract includes the period of any written extension.
C. 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.

SIGNED, SEALED AND DELIVERED THIS 18th of August, 2016

Seller's signature area with a circled 'X' and text: As Authorized Signatory for Seller's Signature, All Canadian Investment Corporation, WITNESS TO SELLER(S) SIGNATURE(S)

BY SIGNING THIS CONTRACT THE SELLER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE BROCHURE PUBLISHED BY THE BRITISH COLUMBIA REAL ESTATE ASSOCIATION ENTITLED WORKING WITH A REALTOR

Brokerage address box FOR OFFICE USE ONLY

Royal LePage Sussex (Sct) Listing Brokerage (print), Dave Milligan Designated Agent (print)

MULTIPLE LISTING CONTRACT SCHEDULE "A"

Lot 6 Paekalen Blvd
ADDRESS


Garden Bay

VON ISI

PAGE 5 of 5 PAGES

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:

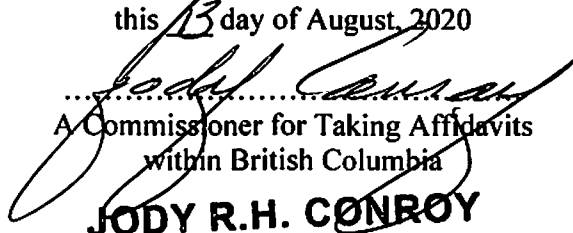
- Listing the property on the Multiple Listing Service of our Board
- Cooperating with brokerages working with buyers
- Advertising the property
- Placing a "For Sale" sign on the property
- Showing the property at times acceptable to the seller and, if any tenants, subject to tenant's rights
- Responding 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



--	--	--

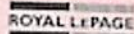
INITIALS

This is Exhibit "C" referred to in the
3rd 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

JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101

Authorization ID: BPCANR0631C2-8930-8074-44705842728



ROYAL LEPAGE

Sussex


PAGE 1 of 5 PAGES

MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE*

MLS* OFFICE USE ONLY	
DATE	LISTING NUMBER
	R2336008

BETWEEN: All Canadian Investment Corporation
OWNER(S) (SELLER)

OWNER(S) (SELLER)

Suite 2 - 781 Marine Park Drive
UNIT ADDRESS

Salmon Arm B.C. V1E 2W7
CITY PROV PC

250-894-0600
TELEPHONE NUMBER CELL NUMBER

AND: Royal LePage Sussex
(LISTING BROKERAGE)

12874 Madeira Park Road
UNIT ADDRESS

Madiera Park BC V0N 2H0
CITY PROV PC

(604) 883-9525
TELEPHONE NUMBER CELL NUMBER

1. LISTING AUTHORITY AND TERM:

- A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from
 January 29 2018 (Effective Date) until 11:59 pm on July 31 2018 (Expiry Date)
MONTH DAY YEAR MONTH DAY YEAR
 unless renewed in writing.
- B. The Seller hereby:
- authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgages and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
 - authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
 - 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;
 - agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
 - agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY: Lot 6 4153 Packalen Bvd
UNIT NO HOUSE NO STREET NAME STREET TYPE STREET DIRECTION

Garden Bay V0N 1S1
CITY/TOWN/MUNICIPALITY POSTAL CODE

026-193-019 026-192-993, 026-193-001
R/O OTHER P.O.S.

LT 6 And an Undivided 3/12th Share in Lt 7, DL 3923, Grp 1, NWDP BCP 15562, LT 5 And an Undivided 3/12th Share in LT 7, DL 3923, Grp 1, NWDP BCP 15562, LT 4 And an Undivided 3/12th Share in LT 7, DL 3923, Grp 1, NWDP BCP 15562.

LEGAL DESCRIPTION

DB

3. TERMS OF SALE: \$2,790,000.00
LISTING PRICE TERMS

4. LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:

- 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");
- 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
- To make agency disclosures required of the Listing Brokerage.

DB
INITIALS

Lot 4, 5 & 6 Packalen Blvd
ADDRESS

Garden Bay

VON ISI

PAGE 2 of 5 PAGES

5. LISTING BROKERAGE'S REMUNERATION: The Seller agrees:

A. To pay to the Listing Brokerage a gross commission of 6% _____

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) 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 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
- C. 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% _____

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. 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 monies 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 12A and 7C(ii) 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 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. 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:
- (i) subject to (ii) 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 except where the Seller consents to limited dual agency (see Clauses 7 and 12);
- 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;

DB

INITIALS

Lot 4, 5 & 6 Packalen Blvd

Garden Bay

VON 151

PAGE 3 of 5 PAGES

ADDRESS

- 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, 8D, 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;
- 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:**
- 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 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;
- D. 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 Working With a REALTOR®.
- 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.

23			
----	--	--	--

INITIALS

Autheing: 01 870 0000 2122 490 8014 1470864274

Lot 4, 5 & 6 Packalen Blvd
ADDRESS

Garden Bay

VON 181

PAGE 4 of 5 PAGES

- (i) 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;
- (ii) 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;
- (iii) 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;
- (iv) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
- (v) for all other purposes authorized in this Contract including but not limited to those described in Clauses 15, 4A, 4B, 8B and 11A; and
- (vi) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Working With a REALTOR*
- 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 license is suspended, cancelled or rendered inoperative under the Real Estate Services Act; and
- (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.
- 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(s) 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.
- B. The "term" of this Contract includes the period of any written extension.
- C. 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.

SIGNED, SEALED AND DELIVERED THIS 29th of January, 2018.

The Seller declares their residency:

RESIDENT OF CANADA

INITIALS

NON-RESIDENT OF CANADA

INITIALS

as defined under the Income Tax Act.

Authorizer:
Don Bergman

WITNESS TO SELLER(S) SIGNATURE(S)

Authorized Signatory, All Canadian
SELLER'S SIGNATURE

Investment Corporation

WITNESS TO SELLER(S) SIGNATURE(S)

BY SIGNED THIS CONTRACT THE SELLER
ACKNOWLEDGES HAVING RECEIVED, READ AND
UNDERSTOOD THE BROCHURE PUBLISHED BY THE
BRITISH COLUMBIA REAL ESTATE ASSOCIATION
ENTITLED WORKING WITH A REALTOR*

Cheryl Fuller
REALTOR, A.M.P.A.
FOR OFFICE USE ONLY

Royal LePage Sussex

LISTING BROKERAGE (PRINT)

Dave Milligan
DESIGNATED AGENT'S SIGNATURE

Dave Milligan
DESIGNATED AGENT (PRINT)

*REALTOR is a 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 the quality of service they provide (M.P.T.)

BC2048 REV. 04 NOV 2016

COPYRIGHT - BC REAL ESTATE ASSOCIATION

WELSPRING® Nov 2016

Authorizing ID: BFCANCB-FIC-4796-8074-149100042738

MULTIPLE LISTING CONTRACT SCHEDULE "A"

Lot 4, 5 & 6 Packalen Blvd

Garden Bay

V0N 1S1

PAGE 5 of 5 PAGES

ADDRESS

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 "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

DB

INITIALS

Authenticity ID: FC91F088-7817-4A86-81E2-480C-E2021782



**CANCELLATION OF
MULTIPLE LISTING**

LISTING NO.
R2236008

TO: Royal LePage Sussex ; LISTING BROKERAGE
IN CONSIDERATION OF YOUR AGREEMENT TO CANCEL PERTAINING TO THE LISTING AGREEMENT OF
MY/OUR PROPERTY.

AT 4153 PACKALEN BOULEVARD

Garden Bay

VON IS1

SIGNED BY ME/US ON January 19th YR 2018
(LISTING 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 60 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

[OWNER(S) SIGNATURE(S)]

DATED THIS 23 DAY OF May YR 2018

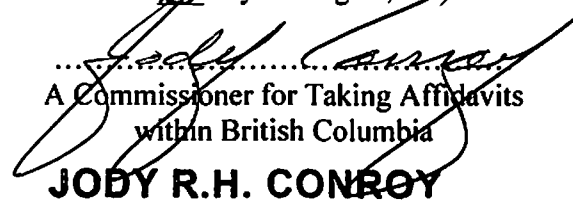
WITNESS _____

DESIGNATED AGENT Dave Milligan

MANAGER'S APPROVAL *Cherrie...*

NOTE: NOT VALID UNTIL CONFIRMED BY MANAGER/NOMINEE OF LISTING BROKER.

This is Exhibit "D" referred to in the
3rd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 17 day of August, 2020


.....
A Commissioner for Taking Affidavits
within British Columbia

JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101



MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY table with DATE and LISTING MLS® NO fields

BETWEEN: All Canadian Investment Corporation OWNER(S) ("SELLER") Suite 2 - 781 Marine Park Drive NE Salmon Arm B.C. V1E 2W7

AND: Royal LePage Sussex (LISTING BROKERAGE) 12874 Madeira Park Road Madeira Park BC V0N 2H0 (604) 883-9525

1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from May 24 2018 (Effective Date) until 11:59 pm on November 30 2018 (Expiry Date)

unless renewed in writing.

B. The Seller hereby:

- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority... (ii) authorizes the Listing Brokerage to advertise the Property... (iii) restricts the advertising of the Property... (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs... (v) agrees to allow Cooperating Brokerages...

2. PROPERTY: Lot 4

Packalen Blvd Garden Bay V0N 1S1 026-192-993

Lot 4 AND AN UNDIVIDED 3/12TH SHARE IN LOT 7, DL 3923, GROUP 1, NWDP BCP15562

LEGAL DESCRIPTION

3. TERMS OF SALE:

\$799,000.00 LISTING PRICE TERMS

4. 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... B. To publish in the Multiple Listing Service® of the Board... C. To make agency disclosures required of the Listing Brokerage.

DB INITIALS

Lot 4 Packalen Blvd
ADDRESS

Garden Bay

VON 1S1

PAGE 2 of 5 PAGES

5. LISTING BROKERAGE'S REMUNERATION: The Seller agrees:

- A. 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) 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 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
- C. 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. 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 monies 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 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 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. 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:
 - (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 except where the Seller consents to limited dual agency (see Clauses 7 and 12);
- 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;

DB			
----	--	--	--

INITIALS

Lot 4 Packalen Blvd **Garden Bay** **VON 1S1** **PAGE 3 of 5 PAGES**
 ADDRESS

- 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 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;
- 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:**
- 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* 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;
- D. 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 *Working With a REALTOR®*.
- 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;

DB			
----	--	--	--

INITIALS

Lot 4 Packalen Blvd Garden Bay V0N 1S1 PAGE 4 of 5 PAGES
ADDRESS

- (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 *Working With a REALTOR®*.

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*; and
- (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.

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.
- B. The "term" of this Contract includes the period of any written extension.
- C. 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.

SIGNED, SEALED AND DELIVERED THIS 23 OF May, yr. 2018

The Seller declares their residency:

RESIDENT OF CANADA INITIALS NON-RESIDENT OF CANADA INITIALS

as defined under the *Income Tax Act*.

Author: Don Bergman
SELLER'S SIGNATURE EDT
Authorized Signatory, All Canadian
SELLER'S SIGNATURE
Investment Corporation
WITNESS TO SELLER(S) SIGNATURE(S)

BY SIGNING THIS CONTRACT THE SELLER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE BROCHURE PUBLISHED BY THE BRITISH COLUMBIA REAL ESTATE ASSOCIATION ENTITLED *WORKING WITH A REALTOR®*.
BROKERAGE APPROVAL FOR OFFICE USE ONLY
Chantal Sola

Royal LePage Sussex
LISTING BROKERAGE (PRINT)
[Signature]
REAL DESIGNATED AGENT'S SIGNATURE
Dave Milligan
DESIGNATED AGENT (PRINT)

*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®).

MULTIPLE LISTING CONTRACT SCHEDULE "A"

Lot 4 Packalen Blvd
ADDRESS

Garden Bay

VON 1S1

PAGE 5 of 5 PAGES

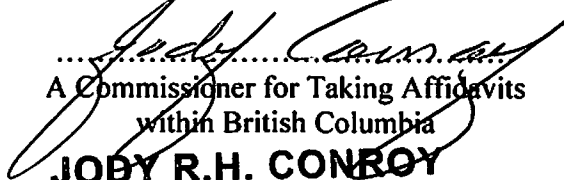
In order to assist in effecting the sale of your property we will use reasonable efforts to market the property and promote your interests. Our services include:

- Listing the property on the Multiple Listing Service of our Board
- Cooperating with brokerages working with buyers
- Advertising the property
- Placing a "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

<i>DB</i>			
-----------	--	--	--

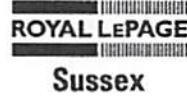
INITIALS

This is Exhibit "E" referred to in the
3rd 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

JOBY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101

Authentisign ID: 64B8CF1A-00E2-45FA-9AEE-5EFD0DC0013



AMENDMENT OF EXCLUSIVE LISTING CONTRACT

Seller(s) All Canadian Investment Corporation

In consideration of your continuing to list my property known as:

Lot 4 PACKALEN BOULEVARD

Garden Bay V0N 1S1 ("the Property")

for sale or exchange, I/we hereby amend the Exclusive Listing Contract with

Royal LePage Sussex

NAME OF LISTING BROKERAGE

covering the Property as follows:

1. Change the expiration date of the Exclusive Listing Contract to one minute before midnight

on May 31st YR 2019

2. Change listing price from \$ 799,000.00 to \$ 749,000.00

3. Change terms to:

4. Hold action until: _____

Reason _____

5. Other changes:

6. All terms of the Exclusive Listing Contract shall remain in full force and effect, subject to the above changes.

I have read and clearly understood this amendment of Exclusive Listing Contract, and I acknowledge this date having received a copy.

SIGNED, SEALED AND DELIVERED THIS 30th DAY OF November, YR. 2018.

Authentisign
Don Bergman

SELLER'S SIGNATURE

Signatory for All Canadian Investment Corp

SELLER'S SIGNATURE

WITNESS TO SELLER'S SIGNATURE(S)

Royal LePage Sussex
LISTING BROKERAGE (PRINT)

[Signature]
Per DESIGNATED AGENT'S SIGNATURE

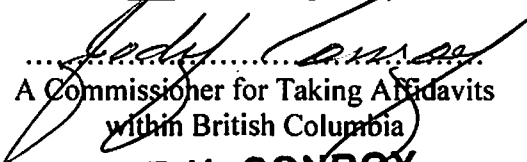
Dave Milligan
DESIGNATED AGENT (PRINT)

[Signature]
BROKERAGE APPROVAL

*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®).

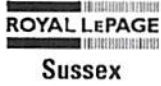
This is Exhibit "F" referred to in the
3rd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 13 day of August, 2020


.....
A Commissioner for Taking Affidavits
within British Columbia

JODY R.H. CONROY

Notary Public

5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101



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:

Lot 4 Packalen Blvd

Garden Bay V0N 1S1 ("the Property")

for sale or exchange, I/we hereby amend the Multiple Listing Contract with

Royal LePage Sussex
NAME OF LISTING BROKERAGE

covering the Property as follows:

1. Change the expiration date of the Multiple Listing Contract to one minute before midnight

on November 30th YR 2019

2. Change listing price from \$ _____ to \$ _____

3. Change terms to:

18-025
FXED
05/29/19

4. Hold action until: _____

Reason _____

5. Other changes:

6. All terms of the Multiple Listing Contract shall remain in full force and effect, subject to the above changes.

I have read and clearly understood this amendment of Multiple Listing Contract, and I acknowledge this date having received a copy.

SIGNED, SEALED AND DELIVERED THIS 29th DAY OF May, YR. 2019

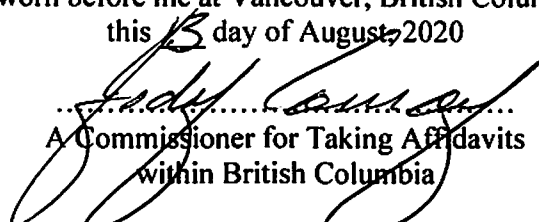
Authentisign
Don Bergman SEAL
SELLER'S SIGNATURE
Authorized Signatory for All Canadian SEAL
SELLER'S SIGNATURE
Investment Corporation
WITNESS TO SELLER'S SIGNATURE(S)

Royal LePage Sussex SEAL
LISTING BROKERAGE (PRINT)
Dave Milligan
Per: DESIGNATED AGENT'S SIGNATURE
Dave Milligan
DESIGNATED AGENT (PRINT)
[Signature]
BROKERAGE APPROVAL

*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 "G" referred to in the
3rd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 15 day of August, 2020


.....
A Commissioner for Taking Affidavits
within British Columbia

JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101



Sussex

AMENDMENT OF MULTIPLE LISTING CONTRACT



LISTING #MLP#
R2271816

Seller(s) All Canadian Investment Corporation

In consideration of your continuing to list my property known as:

Lot 4 PACKALEN BOULEVARD

Garden Bay

VON ISI

(the Property)

for sale or exchange, I/we hereby amend the Multiple Listing Contract with

Royal LePage Sussex

NAME OF LISTING BROKERAGE

covering the Property as follows:

1. Change the expiration date of the Multiple Listing Contract to one minute before midnight
on May 31 YR 2020

2. Change listing price from \$ _____ to \$ _____

3. Change terms to:

4. Hold action until: _____

Reason _____

5. Other changes:

6. All terms of the Multiple Listing Contract shall remain in full force and effect, subject to the above changes.

I have read and clearly understood this amendment of Multiple Listing Contract, and I acknowledge this date having received a copy.

SIGNED, SEALED AND DELIVERED THIS 29 DAY OF November, YR. 2019.

Authentic
Den Bergman
SELLER'S SIGNATURE

Authorized Signatory, All Canadian
SELLER'S SIGNATURE

Investment Corporation
WITNESS TO SELLER'S SIGNATURE(S)

Royal LePage Sussex
LISTING BROKERAGE (PRINT)

[Signature]
PER DESIGNATED AGENT'S SIGNATURE

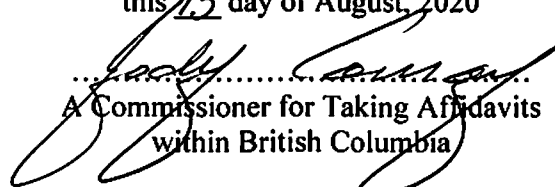
Dave Milligan
DESIGNATED AGENT (PRINT)

[Signature]
BROKERAGE APPROVAL

*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 (REALTORS) and/or the quality of services they provide (MLSP).

This is Exhibit "H" referred to in the
3rd 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

JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101

MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO

BETWEEN: All Canadian Investment Corporation
 OWNER(S) ("SELLER")

OWNER(S) ("SELLER")

Lot 4 PACKALEN

UNIT	ADDRESS
Garden Bay	BC VON 1S1
CITY	PROV PC

TELEPHONE NUMBER _____ CELL NUMBER _____

AND: Royal LePage Sussex
 ("LISTING BROKERAGE")

12874 Madeira Park Rd.

UNIT	ADDRESS
Madiera Park	BC VON 2B0
CITY	PROV PC

604-740-2353

TELEPHONE NUMBER _____ CELL NUMBER _____

1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from June 16 2020 (Effective Date) until 11:59 pm on December 15 2020 (Expiry Date)

MONTH DAY YEAR MONTH DAY YEAR

unless renewed in writing.

B. The Seller hereby:

- (i) 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.

2. PROPERTY: Lot 4 PACKALEN BOULEVARD

UNIT NO	HOUSE NO	STREET NAME	STREET TYPE	STREET DIRECTION
		VON 1S1		
Garden Bay		VON 1S1		
CITY/TOWN/MUNICIPALITY		POSTAL CODE		
026-192-993				
PID	OTHER PID(S)			

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

LEGAL DESCRIPTION

3. TERMS OF SALE:

\$ 669,000.00 **Cash**

LISTING PRICE _____ TERMS _____

4. 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.

[JH]		[AS]	
------	--	------	--

INITIALS

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 monies 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.

LM		AS	
----	--	----	--

INITIALS

CREA WEBForms®

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;
- 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, 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;
- 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.

LM		AS	
----	--	----	--

INITIALS

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;

J.M.		AS	
------	--	----	--

INITIALS

- (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
 - (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.
- B. The "term" of this Contract includes the period of any written extension.
- C. 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 INITIALS NON-RESIDENT OF CANADA INITIALS as defined under the *Income Tax Act*.

Authenticate
Alt Canadian Investment Corporation 
 SELLER'S SIGNATURE Alt Canadian Investment Corporation
 SELLER'S SIGNATURE 
 WITNESS TO SELLER(S) SIGNATURE(S) _____


 BROKERAGE APPROVAL
 FOR OFFICE USE ONLY

Royal LePage Sussex 
 LISTING BROKERAGE (PRINT)
Alan Stewart
 DESIGNATED AGENT'S SIGNATURE
Alan Stewart
 DESIGNATED AGENT (PRINT)

MULTIPLE LISTING CONTRACT SCHEDULE "A"

Lot 4 PACKALEN BOULEVARD Garden Bay BC VON 1S1 PAGE 6 of 6 PAGES

ADDRESS

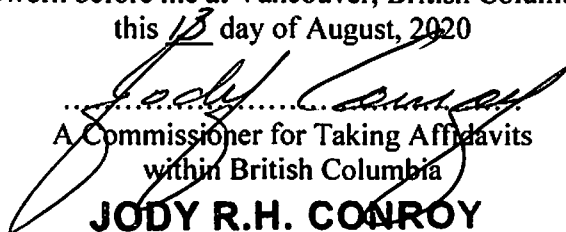
In order to assist in effecting the sale of the Subject Property the Designated Agent will use reasonable efforts to market the property and promote the Seller's interests. Services to include, but not limited to:

- 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

J.M.		AS	
------	--	----	--


INITIALS

This is Exhibit "I" referred to in the
3rd 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

JODY R.H. CONROY
Notary Public

5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101

<p>Expired R2103086 Board: V, Detached House with Acreage</p> 	<p>4153 PACKALEN BOULEVARD Sunshine Coast Pender Harbour Egmont V0N 1S1</p>	<p>\$3,900,000 (LP) (SP)</p>																																																																																																			
<p>Days on Market: 195 List Date: 8/18/2016 Expiry Date: 2/28/2017 Previous Price: \$0 Original Price: \$3,900,000 Sold Date:</p>																																																																																																					
<p>Meas. Type: Feet Frontage (feet): Approx. Year Built: 9999 Depth / Size: Frontage (metres): Age: 999 Lot Area (sq.ft.): 108,900.00 Bedrooms: 2 Zoning: R-1A Flood Plain: Bathrooms: 1 Gross Taxes: \$5,116.09 Council Apprv?: Full Baths: 1 For Tax Year: 2016 Rear Yard Exp: South Half Baths: 0 Tax Inc. Utilities?: If new, GST/HST inc?: P.I.D.: 026-193-019 View: Yes: OCEAN & ISLAND Tour:</p>																																																																																																					
<p>Complex / Subdiv: DANIEL POINT ESTATES Services Connected: Electricity, Sanitary Sewer, Water Sewer Type:</p>																																																																																																					
<p>Style of Home: Split Entry Total Parking: 12 Covered Parking: 3 Parking Access: Rear Construction: Frame - Wood Parking: Garage; Triple, Open, RV Parking Avail. Exterior: Wood Foundation: Concrete Block CSA/BCE: Rain Screen: Reno. Year: 2006 Dist. to Public Transit: Dist. to School Bus: Renovations: Partly R.I. Plumbing: # of Fireplaces: 2 R.I. Fireplaces: Fireplace Fuel: Wood Metered Water: Water Supply: City/Municipal Fuel/Heating: Baseboard, Electric Outdoor Area: Balcny(s) Patio(s) Dck(s) Type of Roof: Asphalt 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</p>																																																																																																					
<p>Legal: PL BCP15562 LT 6 DL 3923 LD 36, GROUP 1 AND AN UNDIVIDED 3/12TH INTEREST IN LOT 7</p>		<p>Municipal Charges Garbage: Water: Dyking: Sewer: Other:</p>																																																																																																			
<p>Amenities: Site Influences: Golf Course Nearby, Marina Nearby, Private Setting, Private Yard, Recreation Nearby, Waterfront Property Features:</p>																																																																																																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Floor</th> <th>Type</th> <th>Dimensions</th> <th>Floor</th> <th>Type</th> <th>Dimensions</th> <th>Floor</th> <th>Type</th> <th>Dimensions</th> </tr> </thead> <tbody> <tr><td>Main</td><td>Living Room</td><td>14'3 x 12'</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td>Main</td><td>Kitchen</td><td>14' x 14'</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td>Main</td><td>Master Bedroom</td><td>13' x 11'6</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td>Main</td><td>Bedroom</td><td>11'6 x 10'</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td>Main</td><td>Laundry</td><td>10' x 6'7</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td></td><td></td><td>x</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td></td><td></td><td>x</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td></td><td></td><td>x</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td></td><td></td><td>x</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> <tr><td></td><td></td><td>x</td><td></td><td></td><td>x</td><td></td><td></td><td>x</td></tr> </tbody> </table>			Floor	Type	Dimensions	Floor	Type	Dimensions	Floor	Type	Dimensions	Main	Living Room	14'3 x 12'			x			x	Main	Kitchen	14' x 14'			x			x	Main	Master Bedroom	13' x 11'6			x			x	Main	Bedroom	11'6 x 10'			x			x	Main	Laundry	10' x 6'7			x			x			x			x			x			x			x			x			x			x			x			x			x			x			x			x			x
Floor	Type	Dimensions	Floor	Type	Dimensions	Floor	Type	Dimensions																																																																																													
Main	Living Room	14'3 x 12'			x			x																																																																																													
Main	Kitchen	14' x 14'			x			x																																																																																													
Main	Master Bedroom	13' x 11'6			x			x																																																																																													
Main	Bedroom	11'6 x 10'			x			x																																																																																													
Main	Laundry	10' x 6'7			x			x																																																																																													
		x			x			x																																																																																													
		x			x			x																																																																																													
		x			x			x																																																																																													
		x			x			x																																																																																													
		x			x			x																																																																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Finished Floor (Main):</th> <th>1,100</th> <th># of Rooms: 5</th> <th>Bath</th> <th>Floor</th> <th># of Pieces</th> <th>Ensuite?</th> <th>Outbuildings</th> </tr> </thead> <tbody> <tr> <td>Finished Floor (Above):</td> <td>0</td> <td># of Kitchens: 1</td> <td>1</td> <td>Main</td> <td>4</td> <td>No</td> <td>Barn:</td> </tr> <tr> <td>Finished Floor (Below):</td> <td>0</td> <td># of Levels: 2</td> <td>2</td> <td></td> <td></td> <td></td> <td>Workshop/Shed:</td> </tr> <tr> <td>Finished Floor (Basement):</td> <td>0</td> <td>Suite:</td> <td>3</td> <td></td> <td></td> <td></td> <td>Pool:</td> </tr> <tr> <td>Finished Floor (Total):</td> <td>1,100 sq. ft.</td> <td>Crawl/Bsmt. Height:</td> <td>4</td> <td></td> <td></td> <td></td> <td>Garage Sz:</td> </tr> <tr> <td>Unfinished Floor:</td> <td>920</td> <td>Beds in Basement: 0 Beds not in Basement: 2</td> <td>5</td> <td></td> <td></td> <td></td> <td>Grg Door Ht:</td> </tr> <tr> <td>Grand Total:</td> <td>2,020 sq. ft.</td> <td>Basement: Full, Unfinished</td> <td>6</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>7</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>8</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Finished Floor (Main):	1,100	# of Rooms: 5	Bath	Floor	# of Pieces	Ensuite?	Outbuildings	Finished Floor (Above):	0	# of Kitchens: 1	1	Main	4	No	Barn:	Finished Floor (Below):	0	# of Levels: 2	2				Workshop/Shed:	Finished Floor (Basement):	0	Suite:	3				Pool:	Finished Floor (Total):	1,100 sq. ft.	Crawl/Bsmt. Height:	4				Garage Sz:	Unfinished Floor:	920	Beds in Basement: 0 Beds not in Basement: 2	5				Grg Door Ht:	Grand Total:	2,020 sq. ft.	Basement: Full, Unfinished	6								7								8																															
Finished Floor (Main):	1,100	# of Rooms: 5	Bath	Floor	# of Pieces	Ensuite?	Outbuildings																																																																																														
Finished Floor (Above):	0	# of Kitchens: 1	1	Main	4	No	Barn:																																																																																														
Finished Floor (Below):	0	# of Levels: 2	2				Workshop/Shed:																																																																																														
Finished Floor (Basement):	0	Suite:	3				Pool:																																																																																														
Finished Floor (Total):	1,100 sq. ft.	Crawl/Bsmt. Height:	4				Garage Sz:																																																																																														
Unfinished Floor:	920	Beds in Basement: 0 Beds not in Basement: 2	5				Grg Door Ht:																																																																																														
Grand Total:	2,020 sq. ft.	Basement: Full, Unfinished	6																																																																																																		
			7																																																																																																		
			8																																																																																																		
<p>List Broker 1: Royal LePage Sussex - Office: 604-885-3295 List Broker 2: List Desig Agt 1: Dave Milligan - Phone: 604-741-7373 dave@sunshinecoasthomes.com Appointments: Phone L.R. First List Desig Agt 2: 3: Call: DAVE Sell Broker 1: 3: Phone: 604-885-5414 Sell Sales Rep 1: 2: 3: Owner: All Canadian Investment Corporation Commission: 3% Occupancy: Vacant</p>																																																																																																					
<p>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</p>																																																																																																					
<p>"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.</p>																																																																																																					

Terminated

R2236008

Board: V, Detached House with Acreage

4153 PACKALEN BOULEVARD

Sunshine Coast
Pender Harbour Egmont
VON 1S1

~~\$2,790,000~~ (LP)
(SP)



Days on Market: **114**
Previous Price: **\$0**

List Date: **1/29/2018** Expiry Date: **7/31/2018**
Original Price: **\$2,790,000** Sold Date:

Meas. Type: **Feet**
Depth / Size:
Lot Area (sq.ft.): **0.00**
Flood Plain:
Council Apprv?:
Rear Yard Exp: **South**
If new, GST/HST inc?:

Frontage (feet): Approx. Year Built: **9999**
Frontage (metres): Age: **999**
Bedrooms: **2** Zoning: **R1A**
Bathrooms: **1** Gross Taxes: **\$4,683.79**
Full Baths: **1** For Tax Year: **2017**
Half Baths: **0** Tax Inc. Utilities?:
P.I.D.: **026-193-019**
Tour:

View: **Yes: OCEAN & ISLAND**
Complex / Subdiv:
Services Connected: **Electricity, Sanitary Sewer, Water**
Sewer Type:

Style of Home: **Split Entry**
Construction: **Frame - Wood**
Exterior: **Wood**
Foundation: **Concrete Block**
Rain Screen:
Renovations: **Partly**
of Fireplaces: **2**
Fireplace Fuel: **Wood**
Water Supply: **City/Municipal**
Fuel/Heating: **Baseboard, Electric**
Outdoor Area: **Balcny(s) Patio(s) Dck(s)**
Type of Roof: **Asphalt**

Total Parking: **12** Covered Parking: **3** Parking Access: **Rear**
Parking: **Garage; Triple, Open, RV Parking Avail.**
Dist. to Public Transit: Dist. to School Bus:
Title to Land: **Freehold NonStrata**
Seller's Interest: **Registered Owner**
Property Disc.: **Yes: NEVER OCCUPIED**
PAD Rental:
Fixtures Leased: **No** :
Fixtures Rmvd: :
Registered:
Floor Finish: **Wall/Wall/Mixed**

CSA/BCE:
Reno. Year: **2006**
R.I. Plumbing:
R.I. Fireplaces:

Metered Water:

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

Municipal Charges
Garbage:
Water:
Dyking:
Sewer:
Other:

Amenities:

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

Floor	Type	Dimensions	Floor	Type	Dimensions	Floor	Type	Dimensions
Main	Living Room	14'3 x 12'			x			x
Main	Kitchen	14' x 14'			x			x
Main	Master Bedroom	13' x 11'6			x			x
Main	Bedroom	11'6 x 10'			x			x
Main	Laundry	10' x 6'7			x			x
		x			x			x
		x			x			x
		x			x			x
		x			x			x
		x			x			x

Finished Floor (Main):	1,100	# of Rooms: 5	Bath	1	Floor	# of Pieces	Ensuite?	Outbuildings
Finished Floor (Above):	0	# of Kitchens: 1	2	Main	4	No	Barn:	
Finished Floor (Below):	0	# of Levels: 2	3				Workshop/Shed:	
Finished Floor (Basement):	920	Suite:	4				Pool:	
Finished Floor (Total):	2,020 sq. ft.	Crawl/Bsmt. Height:	5				Garage Sz:	
Unfinished Floor:	0	Beds in Basement: 0	6				Grg Door Ht:	
Grand Total:	2,020 sq. ft.	Basement: Full, Unfinished	7					
		Beds not in Basement: 2	8					

List Broker 1: **Royal LePage Sussex - Office: 604-883-9525** List Broker 2: **dave@sunshinecoasthomes.com** Appointments: **Phone L.R. First**

List Desig Agt 1: **Dave Milligan - Phone: 604-741-7373** 3: Call: **DAVE**

List Desig Agt 2: 3: Phone: **604-885-5414**

Sell Broker 1: 2: 3: Occupancy: **Vacant**

Sell Sales Rep 1: 2: 3: Occupancy: **Vacant**

Owner: **All Canadian Investments Corporation**

Commission: **3%**

Realtor Remarks: **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**

"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.

Expired

R2271816

Board: V, Land Only

Other

Lot 4 PACKALEN BOULEVARD

Sunshine Coast
Pender Harbour Egmont
V0N 1S1

~~\$749,000~~ (LP)
(SP)



Days on Market: **735** List Date: **5/24/2018** Expiry Date: **5/31/2020**
Previous Price: **\$799,000** Original Price: **\$799,000** Sold Date:

Frontage: **200.00** Subdiv/Complex: **Daniel Point**
Meas. Type: **Feet** P.I.D.: **026-192-993**
Frontage Metric: Taxes: **\$3,142.55**
Depth: For Tax Year: **2019**
Price/SqFt: Zoning: **R1A**
Sub-Type: Rezzoneable?:
Exposure: **West** Flood Plain:
Permitted Use:
Title to Land: **Freehold NonStrata**
Tour:
View - Specify **Oceanfront**

Lot Area	
Acres:	1.08
Hect:	0.44
SqFt:	47,219.04
SqM:	4,386.79

Sanitary Sewer: **At Lot Line**
Storm Sewer: **None**
Water Supply: **City/Municipal**
Electricity: **At Lot Line**
Natural Gas: **Not Available**
Telephone Service: **At Lot Line**
Cable Service: **At Lot Line**
Prospectus: **Not Required**
Develop Permit: **No**
Bldg Permit Apprv: **No**
Building Plans: **Not Available**

Property Access: **Road Access**
Parking Access:
Fencing:
Property In ALR/FLR:
Seller's Interest: **Registered Owner**
Information Pkg: **Yes**
Sign on Property: **Y**
Sketch Attached: **No**
Property Disclosure: **Yes**
Trees Logged: **No**
Perc Test Avail:
Perc Test Date:

Legal: **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**

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**

dave@sunshinecoasthomes.com

Appointments: **Phone L.R. First**
Call: **DAVE**
Phone: **604-741-7373**

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


"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 Realtor

The enclosed information, while deemed to be correct, is not guaranteed.

07/30/2020 11:18 AM

PREC* Indicates 'Personal Real Estate Corporation'.

Active R2465914 Board: V, Land Only Other	LOT 4 PACKALEN BOULEVARD Sunshine Coast Pender Harbour Egmont V0N 1S1		\$669,000 (LP) (SP)	
	Days on Market: 44	List Date: 6/16/2020	Expiry Date: 12/15/2020	
	Previous Price: \$0	Original Price: \$669,000	Sold Date:	
	Frontage: 200.00	Subdiv/Complex:		
	Meas. Type: Feet	P.I.D.: 026-192-993		
	Frontage Metric:	Taxes: \$3,142.55		
	Depth:	For Tax Year: 2019		
	Price/SqFt:	Zoning: R1A		
	Sub-Type:	Rezoneable?:		
	Exposure: West	Flood Plain:		
	Permitted Use:			Lot Area
Title to Land: Freehold NonStrata			Acres: 1.08	
Tour:			Hect: 0.44	
View - Specify Oceanfront View			SqFt: 0.00	
			SqM: 0.00	
Sanitary Sewer: At Lot Line	Property Access: Road Access			
Storm Sewer: None	Parking Access:			
Water Supply: City/Municipal	Fencing:			
Electricity: At Lot Line	Property in ALR/FLR:			
Natural Gas: Not Available	Seller's Interest: Registered Owner			
Telephone Service: At Lot Line	Information Pkg: Yes			
Cable Service: At Lot Line	Sign on Property: Y			
Prospectus: Not Required	Sketch Attached: No			
Develop Permit: No	Property Disclosure: Yes			
Bldg Permit Apprv: No	Trees Logged: No			
Building Plans: Not Available	Perc Test Avail:			
	Perc Test Date:			
Legal: LOT 4, PLAN BCP15562, DISTRICT LOT 3923, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & 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	alanstewart@royallepage.ca dave@sunshinecoasthomes.com	Appointments:	Phone L.R. First	
List Sales Rep 1: Alan Stewart PREC* - Phone: 604-740-2353		Call:	Alan Stewart	
List Sales Rep 2: Dave Milligan - Phone: 604-741-7373		Phone:	604-740-2353	
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				
Realtor Remarks: Commission is 3.255% on the first \$100,000 & 1.1625% on the balance, with first physical introduction otherwise \$500.00. All measurements are approximate with buyer to verify if deemed important. Court Approval required, see Schedule A in Documents.				
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.				

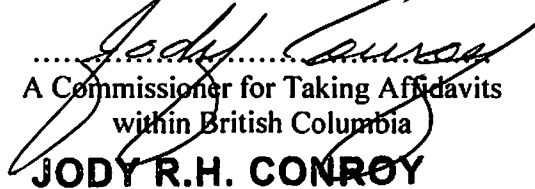
LND Full Realtor

The enclosed information, while deemed to be correct, is not guaranteed.

07/30/2020 11:18 AM

PREC* Indicates 'Personal Real Estate Corporation'.

This is Exhibit "J" referred to in the
3rd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 17 day of August, 2020


.....
A Commissioner for Taking Affidavits
within British Columbia

JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101

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.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed 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 acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money 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 issue.
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 Purchase 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 Notary.
 - (c) The Buyer's Lawyer 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 Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensee 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, encroachments 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 refuse 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.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller	Costs to be Borne by the Buyer
Lawyer or Notary Fees and Expenses: - attending to execution documents.	Lawyer or Notary Fees and Expenses: - searching title, - drafting documents.
Costs of clearing title, including:- investigating title, - discharge fees charged by encumbrance holders,	Land Title Registration fees. Survey Certificate (if required).
- prepayment penalties.	Costs of Mortgage, including: - mortgage company's Lawyer/Notary.
Real Estate Commission (plus GST).	- appraisal (if applicable) - Land Title Registration fees. Fire Insurance Premium. Sales Tax (if applicable). Property Transfer Tax. Goods and Services Tax (if applicable).
Goods and Services Tax (if applicable).	

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes 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).

7. **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/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
9. **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 sell, or attempt to buy or sell 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®'s position known to the buyer or seller in writing. Real Estate Council Rules 8-9: 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 listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.

Authentic sign ID: D78C48FC-BC88-4CEC-8D65-C66F8E0158D4

Authentic sign ID: AD1BCC48-D48A-4ECF-8398-ABC338668873



THE CANADIAN BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Oceanview Realty DATE: July 15th 2020
 ADDRESS: 5686 Cowrie Street Sechelt PC: V0N 3A0 PHONE: (604) 885-4313
 PREPARED BY: Rick Allen for Terry Brackett MLS® NO: R2465914

SELLER: <u>All Canadian Investment Corporation</u>	BUYER: <u>Daniel Jacob Wood</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>825 Lakeshore Drive SW</u>	ADDRESS: <u>4736 Bear Bay Road</u>
<u>Salmon Arm</u> <u>BC</u>	<u>Garden Bay</u> <u>BC</u>
PC: <u>V1E 1E4</u>	PC: <u>V0N 1S1</u>
PHONE: _____	PHONE: _____
	OCCUPATION: _____

PROPERTY:

Lot 4 Packalen Boulevard
 UNIT NO. _____ ADDRESS OF PROPERTY _____
Pender Harbour V0N 1S1
 CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____
026-192-993
 PID _____ OTHER PID(S) _____

LOT 4 AND AN UNDIVIDED 3/12TH SHARE IN LOT 7, DISTRICT LOT 3923 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP15562

LEGAL DESCRIPTION [J.M.] [D.W.] [D.W.] [J.M.] [D.W.]
 [D.W.] The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions: [J.M.] [D.W.]
 Six Hundred and Nine Thousand \$809,000.00
 1. PURCHASE PRICE: The purchase price of the Property will be ~~Six Hundred and Thirty Nine Thousand~~ [J.M.] [D.W.]
~~Six Hundred Twenty Nine Thousand~~ Five Hundred Fifty Thousand \$580,000.00 ~~\$629,000.00~~ [J.M.]
Five Hundred Eighty Thousand DOLLARS \$ 580,000.00 (Purchase Price) [J.M.]

2. DEPOSIT: A deposit of \$ 27,500.00 which will form part of the Purchase Price, will be paid within 24 hours of acceptance unless agreed as follows: [D.W.]
Within 24 hours of final subject removal.

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to RE/MAX Oceanview Realty and held in trust in accordance with the provisions of the Real Estate Services Act. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the Real Estate Services Act pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

[D.W.] [J.M.]
 INITIALS CREA WEBForms®

Authenticity ID: D76C44FC-BC68-4CEC-8D65-C0E7E0158D4

Authenticity ID: AD3BCC40-D48A-4ECF-8388-AB303B184873

Lot 4 Packalen Boulevard Pender Harbour BC V0N 1S1 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 concerning the suitability for the construction of the Buyer's intended building plans on the subject property on 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*.

DW			JM
----	--	--	----

INITIALS

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 Seller 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. All 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.

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 August 21. This condition is 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.

DW			JM
----	--	--	----

INITIALS

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

4. **COMPLETION:** The sale will be completed on August 28, yr. 2020
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 9:00 a.m. on
August 29, yr. 2020 (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of August 29th, yr. 2020 (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

[DN]

[JM] **BUT EXCLUDING:**
~~All Seller's personal items, debris, garbage and/or junk.~~

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on February 24th yr. 2020

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

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*.

[DN] [] [] [JM]
INITIALS

Lot 4 Packalen BoulevardPender Harbour BC V0N 1S1 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 lodged 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 lodging 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 mortgagee 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 wait 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;

DW		J.M.
----	--	------

INITIALS

Lot 4 Packalen Boulevard Pender Harbour BC V0N 1S1 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 assigned 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.~~

JM
DW

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

JM
INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with
Alan Stewart PREC*/ Dave Milligan (Designated Agent(s)/Licensee(s))
who is/are licensed in relation to Royal LePage Sussex (Brokerage).

DW
INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with
Rick Allen for Terry 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 acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/Licensee(s))
who is/are licensed in relation to _____ (Brokerage),
having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated _____.

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

DW
INITIALS JM

Authentisign ID: 076C48FC-8C88-4CEC-8D83-C86F0E0106D4

Authentisign ID: AD3BCC49-D46A-4ECF-9336-A93058648873

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

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until 9:00 o'clock p.m. on July 18, yr. 2020 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X _____
WITNESS

Authentisign
[Signature]
BUYER
7/18/2020 12:50:43 PM PDT

SEAL Daniel Jacob Wood
PRINT NAME

X _____
WITNESS

BUYER

SEAL _____
PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

Yes INITIALS No INITIALS

25. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated July 16 2020, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA INITIALS NON-RESIDENT OF CANADA INITIALS as defined under the *Income Tax Act*.

X _____
WITNESS

Authentisign
[Signature]
SELLER
7/17/2020 10:18:53 AM PDT

SEAL John McEown, Trustee
All Canadian Investment Corporation
PRINT NAME

X _____
WITNESS

SELLER

SEAL _____
PRINT NAME

*FREC 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®).

PROPERTY DISCLOSURE STATEMENT LAND ONLY

PAGE 1 of 2 PAGES



SUBSEX



SOUTH COASTAL REAL ESTATE ASSOCIATION

Date of disclosure: May 23, 2018

The following is a statement made by the seller concerning the Land located at:

ADDRESS: Lot 4 Packalen Blvd Garden Bay VON IS1 (the "Land")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "do not know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.	THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
	YES	NO	DO NOT KNOW	DOES NOT APPLY
1. LAND				
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?			X	X
B. Are you aware of any existing tenancies, written or oral?			X	X
B. Are you aware of any past or present underground oil storage tank(s) on the Land?			X	X
C. Is there a survey certificate available?			X	X
D. Are you aware of any current or pending local improvement levies/charges?			X	X
E. Have you received any other notice or claim affecting the Land from any person or public body?			X	X
F. Is the Land managed forest lands?			X	X
G. Is the Land in the Agricultural Land Reserve?			X	X
H. Are you aware of any past or present fuel or chemical storage anywhere on the Land?			X	X
I. Are you aware of any fill materials anywhere on the Land?			X	X
J. Are you aware of any waste sites, past or present, excluding manure storage anywhere on the Land?			X	X
K. Are you aware of any uncapped or unclosed water wells on the Land?			X	X
L. Are you aware of any water licences affecting the Land?			X	X
M. Has the Land been logged in the last five years?			X	X
(i) If yes, was a timber mark/licence in place?			X	X
(ii) If yes, were taxes or fees paid?			X	X
N. Is there a plot plan available showing the location of wells, septic systems, crops etc.			X	X
2. SERVICES				
A. Indicate the water system(s) the Land uses: Municipal <input type="checkbox"/> Community <input type="checkbox"/> Private <input type="checkbox"/> Well <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____				
B. Are you aware of any problems with the water system?			X	
C. Are records available regarding the quantity and quality of the water available?				
D. Indicate the sanitary sewer system the Land is connected to: Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____				
E. Are you aware of any problems with the sanitary sewer system?				
F. Are there any current service contracts (i.e., septic removal or maintenance)?				
G. If the system is septic or lagoon and installed after May 31, 2006, are maintenance records available?				

DB [] DW
INITIALS

May 23, 2018

PAGE 2 of 2 PAGES

DATE OF DISCLOSURE

ADDRESS: Lot 4 Paakalen Blvd

Garden Bay

VON IS1

	YES	NO	DO NOT KNOW	DOES NOT APPLY
3. BUILDING: (Not Applicable)				
4. GENERAL:				
A. Are you aware if the Land has been used as a marijuana grow operation or to manufacture illegal drugs?				
B. Are you aware of any material latent defect as defined in the Real Estate Council of British Columbia Rule 6-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?				
C. Are you aware if the property, or any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the Heritage Conservation Act or under municipal legislation?				

For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discovered through a reasonable inspection of the property, including any of the following:

- (a) a defect that renders the real estate
 - (i) dangerous or potentially dangerous to the occupants
 - (ii) unfit for habitation

6. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary.)

As is, where is.

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

Authentign
Don Bergman
SELLER(S)
20200523 12:57 PM PDT

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the 15 day of July yr. 2020. The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Land and, if desired, to have the Land inspected by a licensed inspection service of the buyer's choice.

BUYER(S)
20200523 12:42:14 PM PDT

BUYER(S)

The seller and the buyer understand that neither the listing nor selling agencies or their representatives warrant or guarantee the information provided about the Land.

*FRED represents Fraser 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 (MLSP®).

BC1038 REV. NOV 2018

COPYRIGHT - BC REAL ESTATE ASSOCIATION
WEBForm® Nov 2018

SCHEDULE "A"
(Court Approved Sale)

DATE: July 15, 2020

CONTRACT OF PURCHASE AND SALE RE:

[JM][DN] Lot 4
~~4153~~-Packalen Boulevard, Garden Bay British Columbia more particularly
described as:
026-192-993 [DN][JM]
PID ~~026-193-019~~

[JM][DN] 4
Lot 6, 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.
2. 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

[DN][JM]

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.
5. With respect to all environmental 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.
6. The Buyer acknowledges and 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.
8. This Contract of Purchase and 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.

[DW][JAM]

9.

The Buyer acknowledges and 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.
10.

This Contract of Purchase and 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.
11.

The Buyer acknowledges and 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

[DN][J.M.]

Authenticign ID: D78C45FC-8C88-4CEC-8D45-C66F6E9190D4

Authenticign ID: AD3BCC43-D46A-4ECF-833E-AB203E268873

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

Authenticator


Buyer 2020 12:14:10 PM PDT

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

Authenticator
John McEown 07/17/2020

Per John McEown



CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: R2465914

DATE: August 09 2020

PAGE 1 of 1 PAGES

Lot 4 PACKALEN BOULEVARD Garden Bay BC V0N 1S1
RE: ADDRESS

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

LEGAL DESCRIPTION:

026-192-993

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED 6/15/2020

MADE BETWEEN Daniel Jacob Wood AS BUYER, AND

All Canadian Investment Corporation AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

To remove the following subejct:

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
WITNESS

BUYER

SEAL Daniel Jacob Wood
PRINT NAME

X
WITNESS

BUYER

SEAL
PRINT NAME

X
WITNESS

Authenticat
John McCoun 08/09/2020
SELLER
Signed 08/09 11 AM PDT

SEAL All Canadian Investment Corporation
PRINT NAME

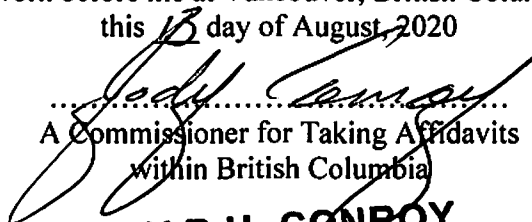
X
WITNESS

SELLER

SEAL
PRINT NAME

*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
3rd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 15 day of August, 2020


.....
A Commissioner for Taking Affidavits
within British Columbia

JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 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 SEHELDT

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



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties