



This is the 2nd Affidavit of David Milligan in this case and was made on the 3rd day of June, 2019.

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 the realtor retained by All Canadian Investment Corporation ("ACIC"), the seller of the property located at 4153 Packalen Boulevard, Garden Bay, British Columbia, V0N 1S1 ("Lot 6") 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 May 29, 2020 for Lot 6 more particularly described as:

PID 026-193-019

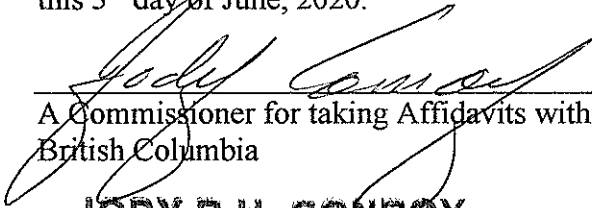
Lot 6 and an undivided 3/12th share in lot 7, district lot 3923 group 1 New Westminster District Plan BCP15562

3. Lot 6 is an irregularly shaped 0.703 acre parcel of property with a two bedroom and one bathroom house. 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 6, 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 6 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 6 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 6 between Royal LePage Sussex and ACIC dated February 19, 2019.
8. Attached as **Exhibit "E"** is a copy of an amendment to the multiple listing contract for Lot 6 dated July 11, 2019.
9. Attached as **Exhibit "F"** is a copy of an amendment to the multiple listing contract for Lot 6 dated January 31, 2020.
10. Attached as **Exhibit "G"** are copies of the expired and active MLS listings for Lot 6.
11. Attached as **Exhibit "H"** is a copy of the Property History Detail for Lot 6.

12. Attached as **Exhibit "I"** is a copy of a listing and marketing history report dated May 25, 2020 which I prepared for counsel for the petitioner regarding the marketing history for Lot 6. The information and statements contained in this report are true to the best of my knowledge and belief.
13. In April 2020 I was contacted by representatives for a potential buyer who presented an offer at \$750,000 plus GST, if any. Attached as **Exhibit "J"** is a copy of the offer dated April 22, 2020.
14. On May 7, 2020 the petitioner, through the Monitor, made a counteroffer for \$950,000 plus GST, if any. Attached as **Exhibit "K"** is a copy of the offer dated May 7, 2020.
15. On May 18, 2020 the petitioner received a counter-offer for \$809,523.81 plus GST, if any. Attached as **Exhibit "L"** is a true copy of this offer. After further discussions between the Monitor and the purchaser, on May 20, 2020, the offer was increased to \$819,047.62 with the purchaser paying, in addition, any GST and Property Transfer Tax due and owing on the transaction (the "Lot 6 Offer").
16. The Lot 6 Offer was accepted, subject to court approval. Attached as **Exhibit "M"** is a copy of the accepted (subject to court approval) contract of purchase and sale between ACIC and Thomas Lawe MacDonald dated May 20, 2020, along with, among other things, the addenda showing that all subjects have been removed except court approval (the "Contract").
17. Attached as **Exhibit "N"** is a copy of the current BC Assessment printout for Lot 6.
18. The Contract price represents the best offer which ACIC has received for Lot 6 since it has listed for sale. The purchaser is the only party that has been prepared to make an offer and then negotiate.

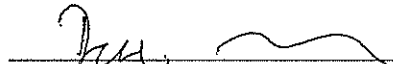
- 19. I have observed a general downturn in the real estate market on the Sunshine Coast which has only increased as a result of the COVID pandemic. Currently, properties on the Sunshine Coast are often selling below their assessed values.
- 20. As such, although this Contract price for Lot 6 sale is below the assessed value, I believe the Contract price represents the current fair market value for Lot 6.

SWORN BEFORE ME at the City of)
 Sechelt, in the Province of British Columbia,)
 this 3rd day of June, 2020.)



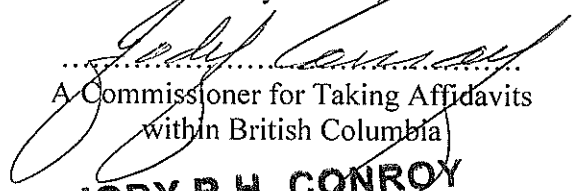
 A Commissioner for taking Affidavits within)
 British Columbia)

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
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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: 2285590000

Declared Value \$1069000

2020-05-29², 14:43:11
Requestor: Kyle Record

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

Land Title District

Land Title Office

VANCOUVER

VANCOUVER

Title Number

From Title Number

CA4598541

BX15397

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:

026-193-019

Legal Description:

LOT 6 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: 2285590000

Declared Value \$1069000

2020-05-29³, 14:43:11
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: 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

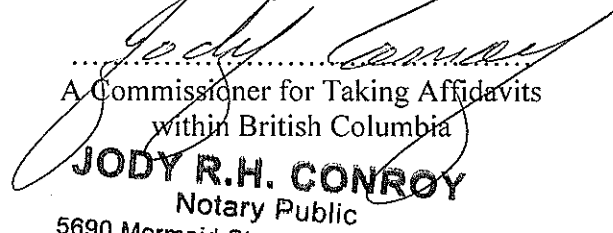
Nature: STATUTORY BUILDING SCHEME
Registration Number: BX412412
Registration Date and Time: 2005-02-17 13:28
Remarks: INTER ALIA

Duplicate Infeasible Title NONE OUTSTANDING

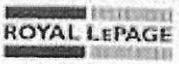
Transfers NONE

Pending Applications NONE

This is Exhibit "B" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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 MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE*	
MLSP OFFICE USE ONLY	
DATE	LISTING NUMBER <u>W103080</u>

BETWEEN: All Canadian Investment Corporation (OWNER) (SELLER) AND: Royal LePage Sussex (Sct.) (LISTING BROKERAGE)

OWNERS (SELLERS) Suite 2 - 791 Packer Bay Dr. NE ADDRESS: 5561 Wharf Avenue

UNIT: 207 ADDRESS: Sechelt CITY: VON 3A0

Salmon Arm B.C. V1E 4P4 CITY: PROV: BC

250-304-0100 TELEPHONE NUMBER CELL NUMBER: (604) 885-3255

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:
 - (i) 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;
 - (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 5 Packalen Bldg

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 ADDRESSES

LT 5 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

COUNTERPRICE 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.

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;
- 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(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 licensee 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.

 _____
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, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 6I, 6J, 6K, 6L, 6M, 6N, 6O, 6P, 6Q, 6R, 6S, 6T, 6U, 6V, 6W, 6X, 6Y, 6Z, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L, 7M, 7N, 7O, 7P, 7Q, 7R, 7S, 7T, 7U, 7V, 7W, 7X, 7Y, 7Z, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J, 8K, 8L, 8M, 8N, 8O, 8P, 8Q, 8R, 8S, 8T, 8U, 8V, 8W, 8X, 8Y, 8Z, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 9H, 9I, 9J, 9K, 9L, 9M, 9N, 9O, 9P, 9Q, 9R, 9S, 9T, 9U, 9V, 9W, 9X, 9Y, 9Z, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 10J, 10K, 10L, 10M, 10N, 10O, 10P, 10Q, 10R, 10S, 10T, 10U, 10V, 10W, 10X, 10Y, 10Z, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 11N, 11O, 11P, 11Q, 11R, 11S, 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96J, 96K, 96L, 96M, 96N, 96O, 96P, 96Q, 96R, 96S, 96T

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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 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, revision 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, 6B 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 18 of August of 2016

Seller's signature area with handwritten signature and initials.

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®

Royal LePage Sussex (Sct) LISTING BROKERAGE (PRINT)

Per DESIGNATED AGENT'S SIGNATURE

Dave Milligan DESIGNATED AGENT (PRINT)

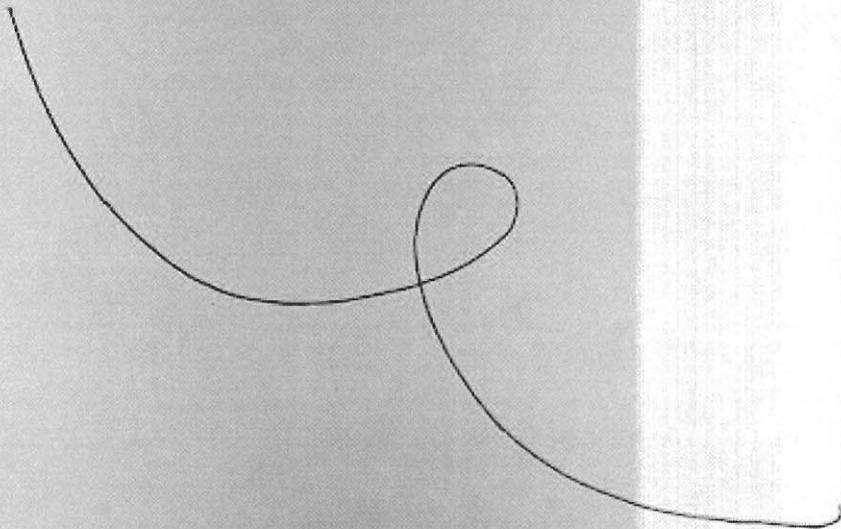

*FIDC is a member of the Real Estate Association of British Columbia... BC2040 REV. 04 AUG 2015

MULTIPLE LISTING CONTRACT SCHEDULE "A"

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ADDRESS

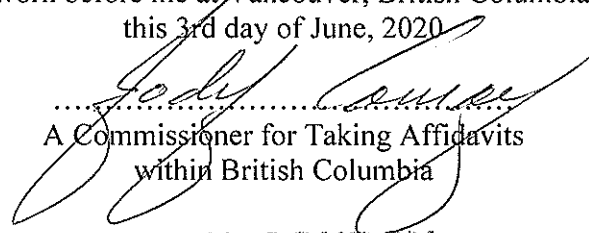
In order to assist in effecting the sale of your property we will use reasonable efforts to market the property and promote your interests. Our services include:

- 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

INITIALS			
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This is Exhibit "C" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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

Lot 4, 5 & 6 Packalen Blvd
ADDRESS

Garden Hay

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5. LISTING BROKERAGE'S REMUNERATION: The Seller agrees
A. To pay to the Listing Brokerage a gross commission of 5%

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;
 - (iii) 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
 - (iv) 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 David 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 license 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;

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- 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, 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 of 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 the 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 9E, 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:
- 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
 - 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:
- for all purposes consistent with the listing, marketing and selling of the Property;

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- (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 accesses 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;
 - (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 15, 4A, 4B, 4C 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 Services of the Board and any other real estate board that the Listing Brokerage has accessed;
 - (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 29 OF January, 2018

The Seller declares their residency

RESIDENT OF CANADA INITIALS DB

NON-RESIDENT OF CANADA INITIALS

as defined under the Income Tax Act

Don Bergman
Authorized Signatory, All Canadian
SELLER'S SIGNATURE

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
Cherish Miller
FOR OFFICE USE ONLY

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

Investment Corporation
WITNESS TO SELLER'S SIGNATURE(S)

*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 (REALTORS) with the quality of service they provide (M.F.P.)
BC2542 REV. 01A NOV 2018

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WEBFORMS® Nov 2018

Multiple Listing Service (MLS) Form No. 1001 (08/2018)

MULTIPLE LISTING CONTRACT SCHEDULE "A"

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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

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AuthorImage ID: Y0481084 767-4438 6752-489282021987



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 V6N 1S1

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

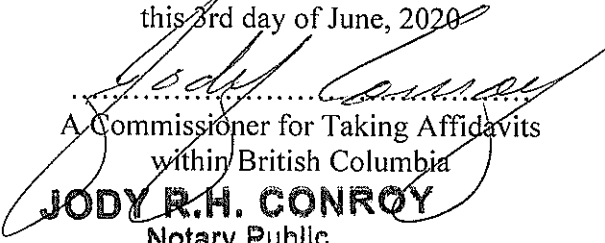
WITNESS _____

DESIGNATED AGENT Dave Milligan

MANAGER'S APPROVAL Chelou Anla

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

This is Exhibit "D" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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

4153 Packalen Blvd
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Garden Bay

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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 1.3375% 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 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.

- 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.

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7. DESIGNATED AGENCY:

- A. Subject to Clause 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 license 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.

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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

DM	DB			
----	----	--	--	--

INITIALS

4153 Packalen Blvd

Garden Bay

V0N 1S1

PAGE 5 of 6 PAGES

ADDRESS

- (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.

SIGNED, SEALED AND DELIVERED THIS 19 OF February, yr. 2019

The Seller declares their residency:

RESIDENT OF CANADA [initials] - NON-RESIDENT OF CANADA [initials] as defined under the Income Tax Act.

AuthenticSign Don Bergman SEAL

Authorized Signatory for All Canadian SEAL

Investment Corporation WITNESS TO SELLER(S) SIGNATURE(S)

[Signature] BROKERAGE APPROVAL FOR OFFICE USE ONLY

Royal LePage Sussex SEAL

Dave Milligan SEAL

Dave Milligan DESIGNATED AGENT (PRINT)

MULTIPLE LISTING CONTRACT SCHEDULE "A"

4153 Packalen Blvd

Garden Bay

VON ISI

PAGE 6 of 6 PAGES

ADDRESS

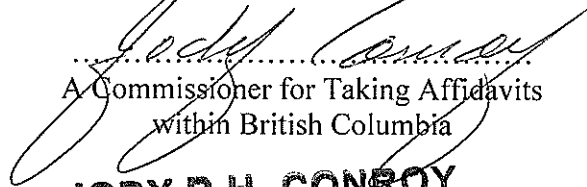
In order to assist in effecting the sale of your property we will use reasonable efforts to market the property and promote your interests. Our services include:

- 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

[DM] [DB]

INITIALS

This is Exhibit "E" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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 MLS#NO
R2342280

Seller(s) All Canadian Investment Corporation

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

4153 PACKALEN BOULEVARD

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 January 31st YR 2020

2. Change listing price from \$ 1,149,000.00 to \$ 999,000.00

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 11th DAY OF July, YR. 2019

AuthenticSign

Don Bergman

SELLER'S SIGNATURE

Signatory, All Canadian Investment Corp.

SELLER'S SIGNATURE

WITNESS TO SELLER'S SIGNATURE(S)

Royal LePage Sussex

LISTING BROKERAGE (PRINT)

Dave Milligan

DESIGNATED AGENT'S SIGNATURE

Dave Milligan

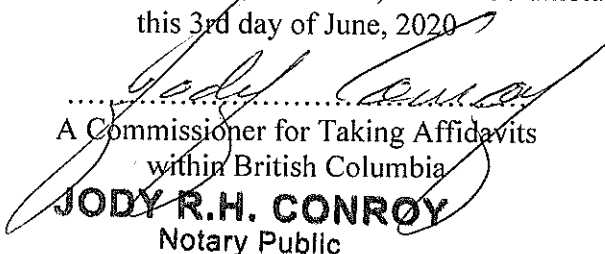
DESIGNATED AGENT (PRINT)

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
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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
R2342280

Seller(s) All Canadian Investment Corporation

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

4153 PACKALEN BOULEVARD

Garden Bay

BC 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 July 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 31st DAY OF January, YR. 2020

Authentisign
Don Bergman
SELLER'S SIGNATURE All Canadian Investment Corporation

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

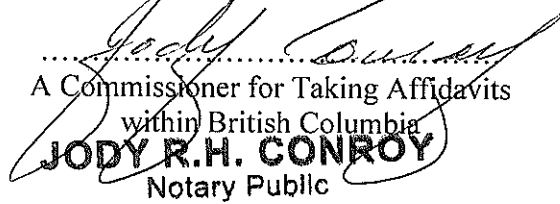
*PREC represents Personal Real Estate Corporation

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®). CREA WEBForm®

BC2070 DA REV. FEB 2019

COPYRIGHT - BC REAL ESTATE ASSOCIATION
Feb/2019

This is Exhibit "G" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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

Terminated
R2236008
 Board: V, Detached
 House with Acreage

4153 PACKALEN BOULEVARD
 Sunshine Coast
 Pender Harbour Egmont
 V0N 1S1

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



Days on Market: **114** List Date: **1/29/2018** Expiry Date: **7/31/2018**
 Previous Price: **\$0** Original Price: **\$2,790,000** Sold Date:
 Meas. Type: **Feet** Frontage (feet): Approx. Year Built: **9999**
 Depth / Size: Frontage (metres): Age: **999**
 Lot Area (sq.ft.): **0.00** Bedrooms: **2** Zoning: **R1A**
 Flood Plain: Bathrooms: **1** Gross Taxes: **\$4,683.79**
 Council Apprv?: Full Baths: **1** For Tax Year: **2017**
 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:
 Complex / Subdiv:
 Services Connected: **Electricity, Sanitary Sewer, Water**
 Sewer Type:

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** Dist. to Public Transit: Dist. to School Bus:
 Foundation: **Concrete Block** CSA/BCE: Title to Land: **Freehold NonStrata**
 Rain Screen: Reno. Year: **2006** Seller's Interest: **Registered Owner**
 Renovations: **Partly** R.I. Plumbing: Property Disc.: **Yes: NEVER OCCUPIED**
 # of Fireplaces: **2** R.I. Fireplaces: PAD Rental:
 Fireplace Fuel: **Wood** Metered Water: Fixtures Leased: **No**
 Water Supply: **City/Municipal** Registered: Floor Finish: **Wall/Wall/Mixed**
 Fuel/Heating: **Baseboard, Electric**
 Outdoor Area: **Balcny(s) Patio(s) Dck(s)**
 Type of Roof: **Asphalt**

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

Amenities: Garbage: Water: Dyking: Sewer: Other:
 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

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 Suite: Workshop/Shed:
 Finished Floor (Basement): **920** Suite: Pool:
 Finished Floor (Total): **2,020 sq. ft.** Crawl/Bsmt. Height: 4 Garage Sz:
 Beds in Basement: **0** Beds not in Basement: **2** 5 Grg Door Ht:
 Basement: **Full, Unfinished** 6
 Unfinished Floor: **0** 7
 Grand Total: **2,020 sq. ft.** 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: **DAVE** Call: **604-885-5414**
 Sell Broker 1: 2: 3:
 Sell Sales Rep 1: 2: 3:
 Owner: **All Canadian Investments Corporation**
 Commission: **3%** Occupancy: **Vacant**

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.

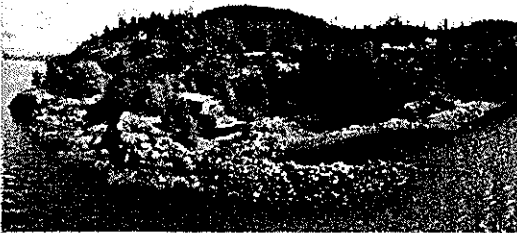
Active
R2342280

Board: V, Detached
House/Single Family

4153 PACKALEN BOULEVARD

Sunshine Coast
Pender Harbour Egmont
V0N 1S1

~~\$399,000~~ (LP)
(SP)



Days on Market: **455** List Date: **2/20/2019** Expiry Date: **7/31/2020**
 Previous Price: **\$1,149,000** Original Price: **\$1,149,000** Sold Date:
 Meas. Type: **Feet** Frontage (feet): **124.93** Approx. Year Built: **9999**
 Depth / Size: Frontage (metres): **38.08** Age: **999**
 Lot Area (sq.ft.): **31,798.80** Bedrooms: **2** Zoning: **R1A**
 Flood Plain: Bathrooms: **1** Gross Taxes: **\$4,657.79**
 Council Apprv?: Full Baths: **1** For Tax Year: **2018**
 Rear Yard Exp: Half Baths: **0** Tax Inc. Utilities?:
 If new, GST/HST inc?: P.I.D.: **026-193-019**
 View: **Yes: Ocean & Island** Tour:
 Complex / Subdiv:
 Services Connected: **Electricity, Sanitary Sewer, Water**
 Sewer Type:

Style of Home: **Split Entry** Total Parking: **3** Covered Parking: **3** Parking Access:
 Construction: **Frame - Wood** Parking: **Garage; Triple, Open**
 Exterior: **Wood** Dist. to Public Transit:
 Foundation: **Concrete Block** CSA/BCE: Title to Land: **Freehold NonStrata** Dist. to School Bus:
 Rain Screen: Reno. Year: Seller's Interest: **Registered Owner**
 Renovations: R.I. Plumbing: Property Disc.: **Yes**
 # of Fireplaces: **2** R.I. Fireplaces: PAD Rental:
 Fireplace Fuel: **Wood** Metered Water: Fixtures Leased: **No**
 Water Supply: **City/Municipal** Fixtures Rmvd: **:**
 Fuel/Heating: **Baseboard, Electric** Registered:
 Outdoor Area: **Balcny(s) Patio(s) Dck(s)** Floor Finish:
 Type of Roof: **Asphalt**

Legal: **LOT 6, PLAN BCP15562, DISTRICT LOT 3923, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7** Municipal Charges

Amenities: Garbage:
Water:
Dyking:
Sewer:
Other:
 Site Influences: **Golf Course Nearby, Marina Nearby, Paved Road, 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

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: **30x35**
 Beds In Basement: **0** Beds not In Basement: **2** 5 Grg Door Ht:
 Basement: **Full, Unfinished** 6
 Unfinished Floor: **920** 7
 Grand Total: **2,020 sq. ft.** 8

List Broker 1: **Royal LePage Sussex - Office: 604-883-9525** 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: **DAVE** Call:
 Sell Broker 1: Phone: **604-741-7373**
 Sell Sales Rep 1: 2: 3:
 Owner: **All Canadian Investment Corporation**
 Commission: **3.255% OF THE FIRST \$100,000 AND 1.1625% ON THE BALANCE** Occupancy: **Owner**

Realtor Commission is **3.255% on 1st \$100K with 1st physical introduction otherwise \$500.00. All measurements approximate with buyer to verify if deemed important. Large multi-bay shop attached to home. www.sunshinecoasthomes.com**

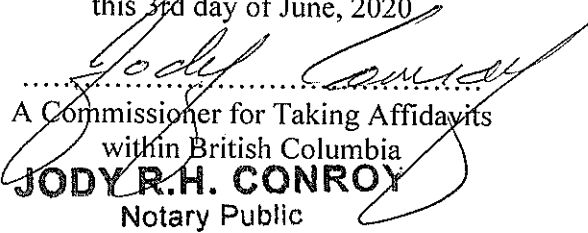
"Waterfront Escape" Unique ocean side setting, on .73 acre parcel facing south and west. Enjoy the private shoreline including a breakwater and a 2020 sq ft home. The natural beauty & privacy of this parcel is rare. With medium & low bank frontage + a private bay scattered with a natural driftwood beach, it's idyllic for swimming, kayaking or observing marine life. Ideal West Coast location to build a stunning waterfront home or retreat. Nearby enjoy the amenities of Garden Bay including marina, pub, restaurants, shopping and recreation.

RED Full Realtor

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

05/25/2020 11:06 AM

This is Exhibit "H" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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: 604-885-4107

PROPERTY HISTORY DETAIL

Address
 4153 PACKALEN BOULEVARD
 Garden Bay, BC V0N 1S1



ML #R2342280

Google

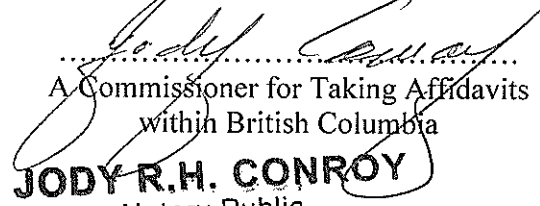
Irvines
 Map data ©2020 Google

ML # R2342280		Class Residential Detached	List Date 2/20/2019		CDOM 455	DOM 455		
<u>Chg Date</u>	<u>Chg Type</u>	<u>Status</u>	<u>Price</u>	<u>List Desig Agt 1 - Agent Name</u>	<u>List Firm 1 Code - Office Name</u>	<u>Sell Sales Rep 1 - Agent Name</u>	<u>Selling Office 1 - Office Name</u>	
02/06/2020 11:32:25 AM	Status	Active	\$999,000	Dave Milligan	Royal LePage Sussex			
02/01/2020 12:12:28 AM	Status	Expired	\$999,000	Dave Milligan	Royal LePage Sussex			
07/12/2019 2:38:51 PM	List Price	Active	\$999,000	Dave Milligan	Royal LePage Sussex			
02/20/2019 4:54:22 PM	First Recorded Entry	Active	\$1,149,000	Dave Milligan	Royal LePage Sussex			

ML # R2236008		Class Residential Detached	List Date 1/29/2018		DOM 114			
<u>Chg Date</u>	<u>Chg Type</u>	<u>Status</u>	<u>Price</u>	<u>List Desig Agt 1 - Agent Name</u>	<u>List Firm 1 Code - Office Name</u>	<u>Sell Sales Rep 1 - Agent Name</u>	<u>Selling Office 1 - Office Name</u>	
07/22/2018 1:09:13 AM	Status	Terminated	\$2,790,000	Dave Milligan	Royal LePage Sussex			
05/23/2018 3:02:00 PM	Status	Cancel Protected	\$2,790,000	Dave Milligan	Royal LePage Sussex			
01/31/2018 11:10:00 AM	First Recorded Entry	Active	\$2,790,000	Dave Milligan	Royal LePage Sussex			

ML # R2103086		Class Residential Detached	List Date 8/18/2016		DOM 195			
<u>Chg Date</u>	<u>Chg Type</u>	<u>Status</u>	<u>Price</u>	<u>List Desig Agt 1 - Agent Name</u>	<u>List Firm 1 Code - Office Name</u>	<u>Sell Sales Rep 1 - Agent Name</u>	<u>Selling Office 1 - Office Name</u>	
03/01/2017 12:11:00 AM	Status	Expired	\$3,900,000	Dave Milligan	Royal LePage Sussex			
08/23/2016 2:19:00 PM	First Recorded Entry	Active	\$3,900,000	Dave Milligan	Royal LePage Sussex			

This is Exhibit "I" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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. V9N 3A0
Tel: 604-885-2122 Fax: 604-885-4101



May 25, 2020

Jeremy West
Watson Goepel LLP
1200 – 1075 West Georgia Street,
Vancouver, B.C.
V6E 3C9

Dear Mr. West,

Re: 4153 Packalen Boulevard (Lot 6), Garden Bay, B.C.

The following summarizes the listing and marketing history of the above-noted property:

MLS HISTORY:

This property has been listed on three separate occasions between 2016 and 2020. The property was originally listed on MLS as a **three-lot** package from August 23, 2016 to March 1, 2017 (\$3,900,000.00 asking price). It was again listed as a three-lot package from January 1, 2018 to July 22, 2018 (with a reduced listing price of \$2,790,000.00). The property was re-listed as an individual lot (Lot 6) on February 20, 2019 with an asking price of \$1,149,000.00. That price was further reduced on July 12, 2019 to \$999,000 and is presently still listed at this price. There has been only one offer to purchase this property which was accepted on May 21, 2020 pending court approval.

Price Listing History:

Attached please find a detailed Property History outlining pricing over this listing's course of active history on MLS.

Advertising:

Advertised continually on www.sunshinecoasthomes.com

Advertised continually on www.royallepagesussex.com

Advertised continually on www.realtylink.org

Promotional posts of Facebook and Instagram for SunshineCoastHomes.com

Print advertising monthly in display advertising in the Sunshine Coast Real Estate Guide

-2-

"For Sale" signage at 4153 Packalen Boulevard with Realtor contact information for drive by viewings.

Advertised continually in window display format at Royal LePage Sussex Sechelt and Pender Harbour locations and in Garden Bay area kiosk.

Viewing History:

This property has been shown numerous times by both the Listing Realtor, and by Realtors representing their buyers. This property received the maximum exposure and was available to view throughout the course of its active listing history.

We continue to actively market this property and coordinate viewings despite it being under offer and will continue to do so up to the date of Application to Court for an Order approving the proposed sale.

We trust this information will meet your requirements. Please advise if we can be of any further assistance or provide more information in this regard.

Best regards,

Dave Milligan

Dave Milligan, Realtor

Royal LePage Sussex – Servicing Sechelt, Gibsons and Pender Harbour

12874 Madeira Park Road, Box 38, Madeira Park, B.C., V0N 2H0

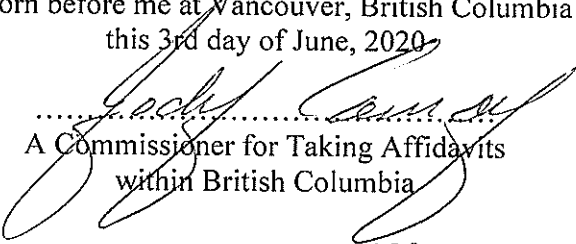
604.741.7373

dave@sunshinecoasthomes.com



SUNSHINE
COAST
HOMES.COM

This is Exhibit "J" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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.
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 licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the Residential Tenancy Act.
5. TITLE: (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, 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:

Table with 2 columns: Costs to be Borne by the Seller and Costs to be Borne by the Buyer. Seller costs include Lawyer or Notary Fees and Expenses, Costs of clearing title, Real Estate Commission, etc. Buyer costs include appraisal, Land Title Registration fees, Fire Insurance Premium, etc. Includes a handwritten signature 'DS TM' in a box.

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.
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.
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.
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.



BCrea



THE CANADIAN BAR ASSOCIATION
British Columbia Branch

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CONTRACT OF PURCHASE AND SALE

BROKERAGE: Sotheby's International Realty Canada DATE: 04 / 22 /2020
 ADDRESS: 2nd Floor 235 - 15th Street West Vancouver PC: V7T2X1 PHONE: (604) 922-6995
 PREPARED BY: Julie Hegyi MLS® NO: R2342280

SELLER: <u>All Canadian Investment Corporation</u>	BUYER: <u>Thomas Lawe MacDonald</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>4153 PACKALEN</u>	ADDRESS: <u>4208 West 13th Avenue</u>
<u>Garden Bay</u> BC	<u>Vancouver</u> BC
PC: <u>V0N 1S1</u>	PC: <u>V6R 2T8</u>
PHONE: _____	PHONE: _____
	OCCUPATION: _____

PROPERTY:

4153 PACKALEN BOULEVARD
 UNIT NO. _____ ADDRESS OF PROPERTY _____
Garden Bay V0N 1S1
 CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____
026-193-019
 PID _____ OTHER PID(S) _____

LOT 6, PLAN BCPI5562, DISTRICT LOT 3923, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____
Seven Hundred Fifty Thousand
 _____ DOLLARS \$ 750,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 50,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance unless agreed as follows:**
 Payable by bank draft (Canadian funds) or wire transfer, within 24 hours of subjects being waived or declared fulfilled (not to include Saturdays, Sundays or Statutory Holidays)

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 Sotheby's International Realty Canada 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.

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4153 PACKALEN BOULEVARD Garden Bay 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:

3.1 Buyer's Conditions Precedent

The obligation of the Buyer to complete the purchase of the Property on the Completion Date is subject to the Buyer, to the Buyer's sole satisfaction and at the Buyer's expense, on or before ~~May 29th, 2020~~ ^{20th} (the "Subject Removal Date") obtaining and being satisfied with:

- (a) an inspection report from a professional engineer advising of any defects that may adversely affect the property's use or value;
- (b) fire and property insurance on terms and rates satisfactory to the Buyer;
- (c) a site and building location survey completed and prepared by a professional land surveyor, and;
- (d) confirmation from the applicable government agencies, including the Sunshine Coast Regional District and the Province of British Columbia, of the conformity of the breakwater with zoning bylaws and government regulation.

Upon receiving reasonable notice from the Buyer, the Seller will permit the Buyer and its agents to have access to the Property to conduct all investigations set out in this clause 3.1.

The foregoing conditions precedent are for the Buyer's sole benefit and may be waived, unilaterally by the Buyer, at the Buyer's election. If the conditions precedent are not satisfied or waived on or before the dates set out herein, or as extended under clause 3.2, this Contract will be null and void and of no further effect.

3.2 Extension of Subject Removal Date and Completion/Possession Dates

In the event that any government authority has invoked or invokes emergency powers under the Local Governments Act (BC), or a state of emergency or local state of emergency is declared under the Emergency Program Act (BC), or a national emergency or public welfare emergency under the Emergencies Act (Canada) (each an "Emergency Declaration") for an area including the Property, the Subject Removal Date in Clause 3.1 shall be extended to the earlier date of:

- (a) that date that is 15 days after the date on which no Emergency Declaration remains in force, provided that no new Emergency Declaration is issued within the 15 day period; and,
- (b) August 1, 2020

It is expressly acknowledged and agreed by the Parties that an Emergency Declaration will restrict the Buyer's ability to conduct due diligence with respect of the Property, including access to the Property by the Buyer and its agents.

In the event the Subject Removal Date is extended under this clause, the Completion, Possession, and Adjustment Dates shall be extended as follows:

- (a) Completion Date: that date that is 21 days after the subject removal date, except that if that date falls on a weekend or public holiday, the Completion Date shall be further extended to the next working day (the "Extended Completion Date");
- (b) Possession Date: that date that is 1 day following the Extended Completion Date;
- (c) Adjustment Date: that day that is 1 day following the Extended Completion Date.

3.3 Seller's and Buyer's Condition Precedent

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 ~~May 15, 2020~~ ^{29th}. This condition is for the benefit of both of the Buyer and the Seller and may not be waived 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*

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4153 PACKALEN BOULEVARD

Garden Bay

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PROPERTY ADDRESS

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

Notwithstanding Section 20A of the Contract, the Parties agree that the Buyer reserves the right to assign this contract in whole or in part to the Buyer's spouse or children without further notice to the Seller; said assignment not to relieve the Buyer from his obligation to complete the terms and conditions of this contract should the assignee default.

Buyer is aware that GST is applicable on the Purchase Price of this sale.

Buyer has received, read and is satisfied with the Title Search and all charges thereon. The copy of the title search result will 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.

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.

Buyer and Seller acknowledge having been advised to seek independent legal advice.

Buyer and Seller acknowledge that the brokerages providing agency services to the Buyer and Seller do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry.

Both Seller and Buyer are aware that a 25% referral from the purchasing end will be paid to, Gina Stockwell of Sothebys International Realty Canada, West Vancouver.

The Seller warrants that the property does not contain an underground oil storage tank, however should an underground oil storage tank be found the Seller shall be fully responsible at their cost for its decommissioning, removal and cleanup of any oil contamination. The work shall be done in compliance with city or municipal by-law ordinances and B.C. Fire Code along with adherence to the B.C. Environmental Management Act. In the event that an oil tank is discovered before completion date it shall be a fundamental term of this Contract of Purchase and Sale that the Seller provide all the necessary city and or municipal certificates of compliance along with a clearance certificate with respect to the elimination of any contamination 10 days prior to completion or any other fixed date set by the parties. If an oil tank is discovered post completion date the Seller shall forthwith proceed to remedy the situation and failing to do so the Buyer shall at the Seller's cost take the necessary measures to remediate the situation. All work is to be done by a reputable oil tank removal company. Every measure shall be taken to restore the property to its original condition where applicable. This warranty shall survive and not merge on the completion of this Contract of Purchase and Sale.

The Seller represent and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and the structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

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*.

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PROPERTY ADDRESS

- 4. **COMPLETION:** The sale will be completed on June 18th, yr. 2020
(Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at Nine a.m. on June 19, yr. 2020 (Possession Date) OR, subject to the following existing tenancies, if any:
Vacant Possession
- 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 June 19th, 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:
Fridge, Stove, Dishwasher, Clothes Washer, Clothes Dryer and all keys to the building.

BUT EXCLUDING:

- 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 April 15th 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*.

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Garden Bay

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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;

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INITIALS

- 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.~~

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

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

_____ Dave Milligan _____ (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to _____ Royal LePage Sussex _____ (Brokerage)

DS TM	
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

_____ Julie Hegyi, PREC* _____ (Designated Agent(s)/Licensee(s))

who is/are licensed in relation to _____ Sotheby's International Realty Canada _____ (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.

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INITIALS				

4153 PACKALEN BOULEVARD

Garden Bay

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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 Five o'clock p.m. on May 15, 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

DocuSigned by:
Thomas Lawe MacDonald
29269E9857BD4FA
BUYER

SEAL Thomas Lawe MacDonald
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 ^{DS} TLM 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 _____, yr. 2020

The Seller declares their residency:

RESIDENT OF CANADA

INITIALS

NON-RESIDENT OF CANADA

INITIALS

as defined under the *Income Tax Act*.

X
WITNESS

SELLER

SEAL All Canadian Investment Corporation
PRINT NAME

X
WITNESS

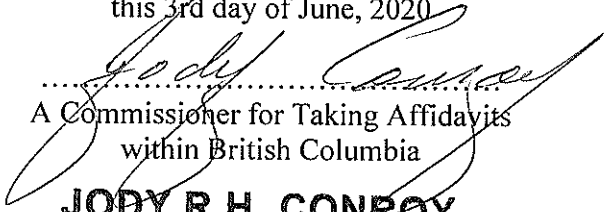
SELLER

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
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 2020


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

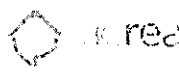
JODY R.H. CONROY

Notary Public

5690 Mermaid Street, P.O. Box 1188

Sechelt, B.C. V0N 3A0

Tel: 604-885-2122 Fax: 604-885-4101



THE CANADIAN
BAR ASSOCIATION
BC BRANCH

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CONTRACT OF PURCHASE AND SALE

BROKERAGE Sotheby's International Realty Canada DATE: ⁰⁴ / ²² / 2020
ADDRESS: 2nd Floor 235 - 15th Street West Vancouver BC V7T2X1 PHONE: (604) 922-6995
PREPARED BY: Julie Hegyi MLS® NO. R2342280

SELLER: <u>All Canadian Investment Corporation</u>	BUYER: <u>Thomas Lawe MacDonald</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>4153 PACKALEN</u>	ADDRESS: <u>4208 West 13th Avenue</u>
<u>Garden Bay BC</u>	<u>Vancouver BC</u>
<u>PC V0N 1S1</u>	<u>PC V6R 2T8</u>
PHONE: _____	PHONE: _____
	OCCUPATION: _____

PROPERTY:

4153 PACKALEN BOULEVARD
UNIT NO. _____ ADDRESS OF PROPERTY _____
Garden Bay _____ V0N 1S1 _____
CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____
026-193-019
PID _____ OTHER PID(S) _____
LOT 6, PLAN BCPT5562, DISTRICT LOT 3923, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

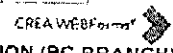
1. **PURCHASE PRICE:** The purchase price of the Property will be NINE Seven Hundred Fifty Thousand JM DOLLARS \$ 950,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 50,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
Payable by bank draft (Canadian funds) or wire transfer, within 24 hours of subject being waived or declared fulfilled (not to include Saturdays, Sundays or Statutory Holidays)

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 Sotheby's International Realty Canada 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.

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4153 PACKALEN BOULEVARD

Garden Bay

BC VAN 151 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.

3.1 Buyer's Conditions Precedent

The obligation of the Buyer to complete the purchase of the Property on the Completion Date is subject to the Buyer, to the Buyer's sole satisfaction and at the Buyer's expense, on or before ~~May 20th~~ ^{20th} 2020 (the "Subject Removal Date") obtaining and being satisfied with

JM

- (a) an inspection report from a professional engineer advising of any defects that may adversely affect the property's use or value;
- (b) fire and property insurance on terms and rates satisfactory to the Buyer;
- (c) a site and building location survey completed and prepared by a professional land surveyor; and
- (d) confirmation from the applicable government agencies, including the Sunshine Coast Regional District and the Province of British Columbia, of the conformity of the breakwater with zoning bylaws and government regulation

Upon receiving reasonable notice from the Buyer, the Seller will permit the Buyer and its agents to have access to the Property to conduct all investigations set out in this clause 3.1.

The foregoing conditions precedent are for the Buyer's sole benefit and may be waived, unilaterally by the Buyer, at the Buyer's election. If the conditions precedent are not satisfied or waived on or before the dates set out herein, or as extended under clause 3.2, this Contract will be null and void and of no further effect.

3.2 Extension of Subject Removal Date and Completion/Possession Dates

In the event that any government authority has invoked or invokes emergency powers under the Local Governments Act (BC), or a state of emergency or local state of emergency is declared under the Emergency Program Act (BC), or a national emergency or public welfare emergency under the Emergencies Act (Canada) (each an "Emergency Declaration") for an area including the Property, the Subject Removal Date in Clause 3.1 shall be extended to the earlier date of:

- (a) that date that is 15 days after the date on which no Emergency Declaration remains in force, provided that no new Emergency Declaration is issued within the 15 day period; and
- (b) August 1, 2020

It is expressly acknowledged and agreed by the Parties that an Emergency Declaration will restrict the Buyer's ability to conduct due diligence with respect of the Property, including access to the Property by the Buyer and its agents.

In the event the Subject Removal Date is extended under this clause, the Completion, Possession, and Adjustment Dates shall be extended as follows:

- (a) Completion Date: that date that is 21 days after the subject removal date, except that if that date falls on a weekend or public holiday, the Completion Date shall be further extended to the next working day (the "Extended Completion Date");
- (b) Possession Date: that date that is 1 day following the Extended Completion Date;
- (c) Adjustment Date: that day that is 1 day following the Extended Completion Date.

3.3 Seller's and Buyer's Condition Precedent

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 ~~May 15~~ ^{JUNE 30} 2020. This condition is for the benefit of both of the Buyer and the Seller and may not be waived either Party.

JUNE 30

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SEE ATTACHED SCHEDULE "A" WHICH WILL FORM PARTS EIGHT TO ELEVEN OF THIS CONTRACT. JM

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

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INITIALS

4153 PACKALEN BOULEVARD Garden Bay 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:
3.4 Other Provisions

Notwithstanding Section 20A of the Contract, the Parties agree that the Buyer reserves the right to assign this contract in whole or in part to the Buyer's spouse or children without further notice to the Seller; said assignment not to relieve the Buyer from his obligation to complete the terms and conditions of this contract should the assignee default.

Buyer is aware that GST is applicable on the Purchase Price of this sale.

Buyer has received, read and is satisfied with the Title Search and all charges thereon. The copy of the title search result will 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.

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.

Buyer and Seller acknowledge having been advised to seek independent legal advice.

Buyer and Seller acknowledge that the brokerages providing agency services to the Buyer and Seller do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry

Both Seller and Buyer are aware that a 2.5% referral from the purchasing end will be paid to, Gina Stockwell of Sothebys International Realty Canada, West Vancouver.

JM

~~The Seller warrants that the property does not contain an underground oil storage tank, however should an underground oil storage tank be found the Seller shall be fully responsible at their cost for its decommissioning, removal and cleanup of any oil contamination. The work shall be done in compliance with city or municipal by-law, ordinances and B.C. Fire Code along with adherence to the B.C. Environmental Management Act. In the event that an oil tank is discovered before completion date it shall be a fundamental term of this Contract of Purchase and Sale that the Seller provide all the necessary city and or municipal certificates of compliance along with a clearance certificate with respect to the elimination of any contamination 10 days prior to completion or any other fixed date set by the parties. If an oil tank is discovered post completion date the Seller shall forthwith proceed to remedy the situation and failing to do so the Buyer shall at the Seller's cost take the necessary measures to remediate the situation. All work is to be done by a reputable oil tank removal company. Every measure shall be taken to restore the property to its original condition where applicable. This warranty shall survive and not merge on the completion of this Contract of Purchase and Sale.~~

The Seller represent and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and the structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

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*

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INITIALS

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PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on [JM] July 15th ~~June 30th~~ yr. 2020
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ Nine _____ a.m. on July 16th ~~June 19th~~ yr. 2020 (Possession Date) OR, subject to the following existing tenancies, if any:

Vacant Possession

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 July 16th ~~June 19th~~ yr. 2020 [JM] (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:
Fridge, Stove, Dishwasher, Clothes Washer, Clothes Dryer and all keys to the building.

BUT EXCLUDING:

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 April 15th 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*.

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4153 PACKALEN BOULEVARD

Garden Bay

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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;

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4153 PACKALEN BOULEVARD Garden Bay 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.

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

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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
_____ Dave Milligan _____ (Designated Agent(s)/Licensee(s))
who is/are licensed in relation to _____ Royal LePage Sussex _____ (Brokerage)

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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
_____ Julie Hegyi, PREC* _____ (Designated Agent(s)/Licensee(s))
who is/are licensed in relation to _____ Sotheby's International Realty Canada _____ (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.

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INITIALS

4153 PACKALEN BOULEVARD
PROPERTY ADDRESS

Garden Bay BC V0N 1S1 PAGE 7 of 7 PAGES

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 Five o'clock p.m. on May 15, 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 _____ DocuSigned by: Thomas Lawe MacDonald  Thomas Lawe MacDonald
WITNESS BUYER PRINT NAME

X _____  _____
WITNESS BUYER 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 TLM No
INITIALS 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 _____, yr 2020

The Seller declares their residency:

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

X _____ Authenticator: John McEown  All Canadian Investment Corporation
WITNESS SELLER 5/8/2020 10:54:19 AM PDT PRINT NAME

X _____  _____
WITNESS SELLER PRINT NAME

*PREU 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®)

SCHEDULE "A"
(Court Approved Sale)

DATE: MAY 7th, 2020

CONTRACT OF PURCHASE AND SALE RE:

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

PID 026-193-019

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 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.

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 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

Buyer

Witness

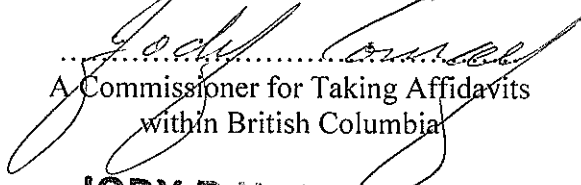
Buyer

**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

Authentisign
John McEown
5/8/2020 3:36:54 PM PDT
Per: John McEown

This is Exhibit "L" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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 licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, 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, - prepayment penalties.	Land Title Registration fees. Survey Certificate (if required).
Real Estate Commission (plus GST). Goods and Services Tax (if applicable).	Costs of Mortgage, including: - mortgage company's Lawyer/Notary.
	- appraisal (if applicable) - Land Title Registration fees. Fire Insurance Premium. Sales Tax (if applicable). Property Transfer Tax. Goods and Services Tax (if applicable).

In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional 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 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.

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THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 7 PAGES

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Sotheby's International Realty Canada DATE: 05/18/2020
 ADDRESS: 2nd Floor 235 - 15th Street West Vancouver PC: V7T2X1 PHONE: (604) 922-6995
 PREPARED BY: Julie Hegyi MLS@ NO: R2342280

SELLER: <u>All Canadian Investment Corporation</u>	BUYER: <u>Thomas Lawe MacDonald</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>4153 PACKALEN</u>	ADDRESS: <u>4208 West 13th Avenue</u>
<u>Garden Bay</u> <u>BC</u>	<u>Vancouver</u> <u>BC</u>
PC: <u>V0N 1S1</u>	PC: <u>V6R 2T8</u>
PHONE: _____	PHONE: _____
	OCCUPATION: _____

PROPERTY:

4153 PACKALEN BOULEVARD
 UNIT NO. ADDRESS OF PROPERTY
Garden Bay V0N 1S1
 CITY/TOWN/MUNICIPALITY POSTAL CODE
026-193-019
 PID OTHER PID(S)

LOT 6, PLAN BCP15562, DISTRICT LOT 3923, GROUP I, NEW WESTMINSTER LAND DISTRICT, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be _____
Eight Hundred Nine Thousand Five Hundred Twenty-Three point Eighty-One
 _____ DOLLARS \$ 809,523.81 (Purchase Price)
- DEPOSIT:** A deposit of \$ 50,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance unless agreed as follows:**
 Deposit Payable by bank draft (Canadian funds) or wire transfer, within 24 hours of seller obtaining court approval from the Supreme Court of British Columbia for the sale of the property to the Buyer (not to include Saturdays, Sundays or Statutory Holidays).

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 Sotheby's International Realty Canada 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.

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INITIALS

CREA WEBForms

4153 PACKALEN BOULEVARD Garden Bay 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:
3.4 Other Provisions

Notwithstanding Section 20A of the Contract, the Parties agree that the Buyer reserves the right to assign this contract in whole or in part to the Buyer's spouse or children without further notice to the Seller; said assignment not to relieve the Buyer from his obligation to complete the terms and conditions of this contract should the assignee default.

Buyer is aware that GST is applicable on the Purchase Price of this sale.

Buyer has received, read and is satisfied with the Title Search and all charges thereon. The copy of the title search result will 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.

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.

Buyer and Seller acknowledge having been advised to seek independent legal advice.

Buyer and Seller acknowledge that the brokerages providing agency services to the Buyer and Seller do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry.

Both Seller and Buyer are aware that a 25% referral from the purchasing end will be paid to, Gina Stockwell of Sothebys International Realty Canada, West Vancouver.

The Seller represent and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and the structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

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*.

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PROPERTY ADDRESS

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

3.1 Buyer's Conditions Precedent

The obligation of the Buyer to complete the purchase of the Property on the Completion Date is subject to the Buyer, to the Buyer's sole satisfaction and at the Buyer's expense, on or before May 30th, 2020 (the "Subject Removal Date") obtaining and being satisfied with:

- (a) an inspection report from a professional engineer advising of any defects that may adversely affect the property's use or value;
- (b) fire and property insurance on terms and rates satisfactory to the Buyer;
- (c) a site and building location survey completed and prepared by a professional land surveyor; and,
- (d) confirmation from the applicable government agencies, including the Sunshine Coast Regional District and the Province of British Columbia, of the conformity of the breakwater with zoning bylaws and government regulation.

Upon receiving reasonable notice from the Buyer, the Seller will permit the Buyer and its agents to have access to the Property to conduct all investigations set out in this clause 3.1.

The foregoing conditions precedent are for the Buyer's sole benefit and may be waived, unilaterally by the Buyer, at the Buyer's election. If the conditions precedent are not satisfied or waived on or before the dates set out herein, or as extended under clause 3.2, this Contract will be null and void and of no further effect.

3.2 Extension of Subject Removal Date and Completion/Possession Dates

In the event that any government authority has invoked or invokes emergency powers under the Local Governments Act (BC), or a state of emergency or local state of emergency is declared under the Emergency Program Act (BC), or a national emergency or public welfare emergency under the Emergencies Act (Canada) (each an "Emergency Declaration") for an area including the Property, the Subject Removal Date in Clause 3.1 shall be extended to the earlier date of:

- (a) that date that is 15 days after the date on which no Emergency Declaration remains in force, provided that no new Emergency Declaration is issued within the 15 day period; and,
- (b) August 1, 2020

It is expressly acknowledged and agreed by the Parties that an Emergency Declaration will restrict the Buyer's ability to conduct due diligence with respect of the Property, including access to the Property by the Buyer and its agents.

In the event the Subject Removal Date is extended under this clause, the Completion, Possession, and Adjustment Dates shall be extended as follows:

- (a) Completion Date: that date that is 21 days after the subject removal date, except that if that date falls on a weekend or public holiday, the Completion Date shall be further extended to the next working day (the "Extended Completion Date").
- (b) Possession Date: that date that is 1 day following the Extended Completion Date.
- (c) Adjustment Date: that day that is 1 day following the Extended Completion Date.

3.3 Seller's and Buyer's Condition Precedent

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 June 10th, 2020. This condition is for the benefit of both of the Buyer and the Seller and may not be waived 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*.

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 INITIALS

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PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on July 16, yr. 2020
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at Nine a.m. on
July 17, yr. 2020 (Possession Date) OR, subject to the following existing tenancies, if any:
Vacant Possession

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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 July 17, 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:
Fridge, Stove, Dishwasher, Clothes Washer, Clothes Dryer and all keys to the building.

BUT EXCLUDING:

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 April 15th 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*.

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INITIALS

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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;

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TAM	INITIALS		

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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.~~

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

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 _____ Dave Milligan _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ Royal LePage Sussex _____ (Brokerage).

DS	TM	
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 _____ Julie Hegyi, PREC* _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ Sotheby's International Realty Canada _____ (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.

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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 12 o'clock p.m. on May 20, 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

DocuSigned by:
Thomas Lawe MacDonald
BUYER

SEAL Thomas Lawe MacDonald
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 TLM 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 _____, yr. 2020

The Seller declares their residency:

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

X _____
WITNESS

SELLER

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®).

TITLE SEARCH PRINT

File Reference: 10272-005

Declared Value \$1069000

2020-04-22, 09:20:19

Requestor: Victor Alfonso

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

VANCOUVER

VANCOUVER

**Title Number**

From Title Number

CA4598541

BX15397

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:

026-193-019

Legal Description:

LOT 6 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: 10272-005

Declared Value \$1069000

2020-04-22, 09:20:19

Requestor: Victor Alfonso

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: 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

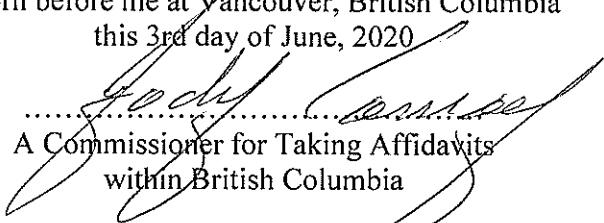
Nature: STATUTORY BUILDING SCHEME
 Registration Number: BX412412
 Registration Date and Time: 2005-02-17 13:28
 Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "M" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 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 licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, 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

- Lawyer or Notary Fees and Expenses:
 - attending to execution documents.
- Costs of clearing title, including:
 - investigating title.
 - discharge fees charged by encumbrance holders,
 - prepayment penalties.
- Real Estate Commission (plus GST).
- Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

- Lawyer or Notary Fees and Expenses:
 - searching title,
 - drafting documents,
 - Land Title Registration fees.
 - Survey Certificate (if required).
 - Costs of Mortgage, including:
 - mortgage company's Lawyer/Notary.
- appraisal (if applicable)
- Land Title Registration fees.
- Firm Insurance Premium.
- Sales Tax (if applicable).
- Property Transfer Tax.
- 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 5-9:* If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed, if additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale

DS
JM

DS
TM



BCREA
British Columbia Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Sotheby's International Realty Canada DATE: 05/20/2020
 ADDRESS: 2nd Floor 235 - 15th Street West Vancouver PC: V7T2X1 PHONE: (604) 922-6995
 PREPARED BY: Julie Hegyi MLS® NO: R2342280

SELLER: <u>All Canadian Investment Corporation</u>	BUYER: <u>Thomas Lawe MacDonald</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>4153 PACKALEN</u>	ADDRESS: <u>4208 West 13th Avenue</u>
<u>Garden Bay BC</u>	<u>Vancouver BC</u>
PC: <u>V0N 1S1</u>	PC: <u>V6R 2T8</u>
PHONE: _____	PHONE: _____
	OCCUPATION: _____

PROPERTY:

<u>4153</u>	<u>PACKALEN BOULEVARD</u>
UNIT NO.	ADDRESS OF PROPERTY
	<u>Garden Bay V0N 1S1</u>
CITY/TOWN/MUNICIPALITY	POSTAL CODE
<u>026-193-019</u>	
PID	OTHER PID(S)

LOT 6, PLAN BCP15562, DISTRICT LOT 3923, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be _____
Eight Hundred Nineteen Thousand Forty-Seven point Sixty-Two
 _____ DOLLARS \$ 819,047.62 (Purchase Price)
- DEPOSIT:** A deposit of \$ 50,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance unless agreed as follows:**
Deposit Payable by bank draft (Canadian funds) or wire transfer, within 24 hours of seller obtaining court approval from the Supreme Court of British Columbia for the sale of the property to the Buyer (not to include Saturdays, Sundays or Statutory Holidays).

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 Sotheby's International Realty Canada 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.

DS DS

 INITIALS

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4153 PACKALEN BOULEVARD Garden Bay 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:

3.1 Buyer's Conditions Precedent

The obligation of the Buyer to complete the purchase of the Property on the Completion Date is subject to the Buyer, to the Buyer's sole satisfaction and at the Buyer's expense, on or before May 30th, 2020 (the "Subject Removal Date") obtaining and being satisfied with:

- (a) an inspection report from a professional engineer advising of any defects that may adversely affect the property's use or value;
- (b) fire and property insurance on terms and rates satisfactory to the Buyer;
- (c) a site and building location survey completed and prepared by a professional land surveyor; and,
- (d) confirmation from the applicable government agencies, including the Sunshine Coast Regional District and the Province of British Columbia, of the conformity of the breakwater with zoning bylaws and government regulation.

Upon receiving reasonable notice from the Buyer, the Seller will permit the Buyer and its agents to have access to the Property to conduct all investigations set out in this clause 3.1.

The foregoing conditions precedent are for the Buyer's sole benefit and may be waived, unilaterally by the Buyer, at the Buyer's election. If the conditions precedent are not satisfied or waived on or before the dates set out herein, this Contract will be null and void and of no further effect.

3.2 Seller's and Buyer's Condition Precedent

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 June 10th, 2020. This condition is for the benefit of both of the Buyer and the Seller and may not be waived by either Party.

3.3 Other Provisions

Notwithstanding Section 20A of the Contract, the Parties agree that the Buyer reserves the right to assign this contract in whole or in part to the Buyer's spouse or children without further notice to the Seller; said assignment not to relieve the Buyer from his obligation to complete the terms and conditions of this contract should the assignee default.

Buyer is aware that GST is applicable on the Purchase Price of this sale.

Buyer has received, read and is satisfied with the Title Search and all charges thereon. The copy of the title search result will 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.

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.

Buyer and Seller acknowledge having been advised to seek independent legal advice.

Buyer and Seller acknowledge that the brokerages providing agency services to the Buyer and Seller do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry.

Both Seller and Buyer are aware that a 25% referral from the purchasing end will be paid to, Gina Stockwell of Sothebys International Realty Canada, West Vancouver.

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*.

DS	BS
TM	JM
INITIALS	

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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 Buyer acknowledges that references to the Seller in the Contract of Purchase and Sale and in this Schedule mean All Canadian Investment Corporation acting through McEown & Associates Ltd. in its capacity as court appointed Monitor in proceedings commenced in the Vancouver Registry of the Supreme Court of British Columbia under Action No. S1710393 (the "Proceedings"). The Buyer acknowledges and agrees that the Seller's rights and obligations with respect to the Contract of Purchase and Sale are expressly subject to the supervision and approval of the Court in the Proceedings.

The Buyer accepts the Property "as is, where is" as of the Possession Date and saves the Seller harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.

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.

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.

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*.

DS DS
[Signature] [] [] [Signature]
INITIALS

4153 PACKALEN BOULEVARD Garden Bay BC V0N 1S1 PAGE 4 of 7 PAGES
PROPERTY ADDRESS

- 4. **COMPLETION:** The sale will be completed on July 16, yr. 2020
(Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at Nine a.m. on July 17, yr. 2020 (Possession Date) OR, subject to the following existing tenancies, if any:
Vacant Possession
- 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 July 17th, 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:
Fridge, Stove, Dishwasher, Clothes Washer, Clothes Dryer and all keys to the building.

BUT EXCLUDING:

- 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 April 15th, 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*.

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INITIALS	

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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;

DS			DS
17/11/11			1/11/11

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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.~~

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

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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 _____ (Designated Agent(s)/Licensee(s))
 who is/are licensed in relation to _____ Royal LePage Sussex (Brokerage).

DS
TJM
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 _____ (Designated Agent(s)/Licensee(s))
 who is/are licensed in relation to _____ Sotheby's International Realty Canada (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.

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TJM		JM
INITIALS		

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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 5 o'clock p.m. on May 21, 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.

DocuSigned by:
Thomas Lawe MacDonald
 24889F8467BD4FA...
 X _____
 WITNESS BUYER
 SEAL Thomas Lawe MacDonald
 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 TLM 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 May 21, yr. 2020

The Seller declares their residency:

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

DocuSigned by:
John McEown
 AC3FE81D91E4B0
 X _____
 WITNESS SELLER
 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®).

CONTRACT OF PURCHASE AND SALE ADDENDUM



MLS* NO.: R2342280

DATE: 05/28/2020

PAGE 1 of 1 PAGES

4153 PACKALEN BOULEVARD Garden Bay BC V0N 1S1
RE: ADDRESS

LOT 6, PLAN BCP15562, DISTRICT LOT 3923, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & AN UNDIVIDED 3/12

LEGAL DESCRIPTION:

026-193-019

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED 5/20/2020

MADE BETWEEN Thomas Lawe MacDonald AS BUYER, AND

All Canadian Investment Corporation c/o John McEown & Assoc Ltd. (Monitor) AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:
THE FOLLOWING SUBJECT CONDITIONS HAVE BEEN WAIVED OR DECLARED FULFILLED:

The purchase and sale of the Property includes the following terms and is subject to the following conditions:
3.1 Buyers Conditions Precedent

The obligation of the Buyer to complete the purchase of the Property on the Completion Date is subject to the Buyer, to the Buyers sole satisfaction and at the Buyer's expense, on or before May 30, 2020 (the "Subject Removal Date") obtaining and being satisfied with:

- (a) an inspection report from a professional engineer advising of any defects that may adversely affect the property's use or value;
- (b) fire and property insurance on terms and rates satisfactory to the Buyer;
- (c) a site and building location survey completed and prepared by a professional land surveyor; and.
- (d) confirmation from the applicable government agencies, including the Sunshine Coast Regional District and the Province of British Columbia, of the conformity of the breakwater with zoning bylaws and government regulation.

Upon receiving suitable notice from the Buyer, the Seller will permit the Buyer and its agents to have access to the Property to conduct all investigations set out in this clause 3.1

The foregoing conditions precedent are for the Buyer's sole benefit and may be waived, unilaterally by the Buyer, at the Buyers election. If the conditions precedent are not satisfied or waived on or before the dates set out herein, this Contract will be null and void and of no further effect.

All terms and conditions of the contract remain the same and in full effect. Time shall remain of the essence.

DocuSigned by:
Thomas Lawe MacDonald
20280E9857BD4EA
BUYER

X
WITNESS

SEAL Thomas Lawe MacDonald
PRINT NAME

X
WITNESS

BUYER

SEAL
PRINT NAME

X
WITNESS

SELLER

SEAL All Canadian Investment Corporation
PRINT NAME

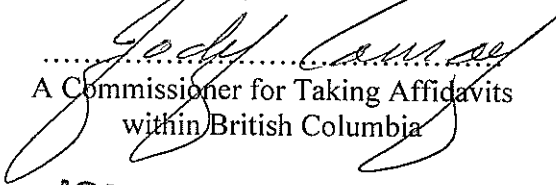
X
WITNESS

SELLER

SEAL c/o John McEown & Assoc Ltd. (Monitor)
PRINT NAME

*PREC represents Personal Real Estate Corporation
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BC 2005 REV FEB 2010 COPYRIGHT BC REAL ESTATE ASSOCIATION AND THE CANADIAN BAR ASSOCIATION (BC BRANCH)

This is Exhibit "N" referred to in the
2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 3rd day of June, 2020


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

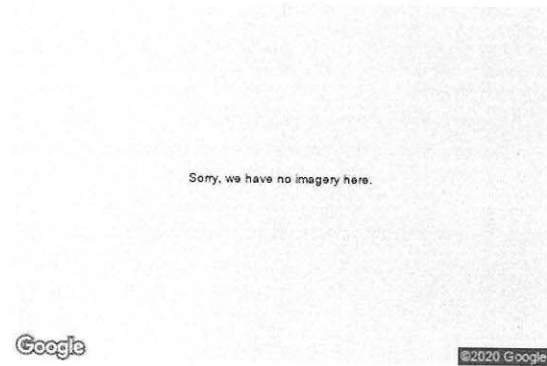
JODY R.H. CONROY
Notary Public
5690 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4100



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.

4153 PACKALEN BLVD GARDEN BAY VON 1S1

Area-Jurisdiction-Roll: 08-746-06165.325



Total value \$1,025,000

2020 assessment as of July 1, 2019

Land	\$862,000
Buildings	\$163,000
Previous year value	\$1,341,000
Land	\$1,177,000
Buildings	\$164,000

Property information

Year built	1980
Description	1 STY house - basic
Bedrooms	1
Baths	1
Carports	
Garages	G
Land size	.703 Acres
First floor area	853
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 6 Plan BCP15562 District Lot 3923 Land District 1 Land District 36 & AN UNDIVIDED 3/12TH INTEREST IN LOT 7
 PID: 026-193-019

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

- Width
- Length
- Total area

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