

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:
- 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.
- 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. VON 3A0

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

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

> Commissioner for Taking Affidavits within British Columbia

JODY R.H. CONROY

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

TITLE SEARCH PRINT

File Reference: 2285590000 Declared Value \$1069000 2020-05-29, 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

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 Indefeasible 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

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





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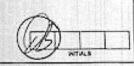
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Lot 6 Packalen Blvd Garden Bay VON IS1 PAGE 5 of 5 PAGES In order to assist in effecting the sale of your property we will use reasonable efforts to market the property and promote your interests. Our services include: Listing the property on the Multiple Listing Service of our Board Cooperating with brokerages working with buyers Advertising the property Piacing a "For Sale" sign on the property Piacing 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 Reviewing Contracts of Parchase 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

MULTIPLE LISTING CONTRACT SCHEDULE "A"



This is Exhibit "C" referred to in the 2nd Affidavit of David Milligan, Sworn before me at Nancouver, British Columbia

this 3rd day of June, 2020

A Commissioner for Taking Afficavits
within British Columbia

JODY R.H. CONROY

Notary Public

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

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

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Š.	LISTI A. T	NG BROKERAGE'S REMUN 6 pay to the Listing Brokerage	ERATION: The Selter agrees: # a gross commission of 5%		
					Minimum of the second of the s
	(4	r dre sale price of the Property, commission + tax = remunera	plus applicable Goods and Services Trion) it:	ex and any other applical	ble tax in respect of the commission
		the Listing Brokerage, the including the Saler during (a) within sixty (60) days (b) any time affect the particular or the Coope provided, however, that no expension of the semi-of the	act of sale between the Seller and a t act of sale between the Seller and a 1 Designated Agent (as hereenafter defi- the term of this Contact is entered in after the expiration of the term of this of described in (a) where the efforts of rating Brokerage were an effective or a such commission is pay able if the is a Contract and said during the term of	numer who is introduced need) a Cooperating flooi to Cooperating flooi to Contract: or the Listing Brokerage, thuse, the Listing Brokerage, thuse, the Cooperating floories with an	35 the Property or to the Seller, by Marage or any other person lie Designated Agent (as hereinather Wither Ticensed brokerage: after the
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C	10	fa, or where no contract of sa	He has been entered into seven (?) or	e earlier of the date the s	tale is completed, or the completion
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	of t	the sale price of the Property	Plus applicable Goods and Services	The send other sections	
D	The	e Listing Brokersose and Desi	gnated Agent will advise the Seller of except in respect of the Property.		
			N: The Seller heneby irrevocably:		
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C	Dine Pub dep	ects, or a greek to sign such o his acting for the Seller or a b ook! mornes held in trust hav	Occurrents at may be required by the uyer, to pay the remuneration due to to a been credited against the remuners there applicable, by separate chaque	he Listing Brokerage, or	The net amount remaining after th
08		ATED AGENCY			grant on announcing triplings
A	Sub	ject to Clause 12A and 7C(ii	i) the Listing Brokerage designates I	Jave J. Milligan .	200000000000000000000000000000000000000
	for a ficer Desi units	in Listing two serings to est a try reason the licence of the item of all of those scensees gnated Apart (or where the	I the side agent of the Seller or respe- is the side agents of all buyers and a Designated Agent (or where the Das- id) is auspended, cancelled or becom- designated Agent is comprised of managed by the Luding Brokenage, the one spent of the Seller.	Strat beliers also repre- ignated Agent is comprise imperative under the ore than one linerose a	sented by the Listing Brokerage lead of more than one licensee, the Real Estate Services Act, or the of three transparation is temporary
0.	WEG	represent buyers or consr as	plated Agent will not disclose to orn- liers any confidence information of a sufficited by the Seller or require.	the Selfer obtained thro	Ecentees of the Listing Brokera; ugh the Designated Agont's agent
C.	Subj	ect to Clause 12A the Select	agrees that:		
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	(6)	simboted to the Listing Broke the Listing Brokerage's agen and any other real estate bo	erage or to other aconsess of the Le ky relationship is firsted to listing the and that the Listing Brokerage select	ating Brokerage who re se Property with the Mu is and has access to; a	present buyers or other sellers; It pie Listing Service® of the Bos nd
			18, and 4, the form Listing Brokerag	e shall include the Desi	gnated Agent.
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Fulfit the duties set out in Hear Email Set Brokerage and the Seter. Obey at Invited instructions of the Seter:	SOME AND DAY 1 TO THE OWNER.	was supporty that the Debb.	refert Agent is to	in agent	of the
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MULTI	PLE LISTING CONTRAI	CT SCHEDULE "A"		
Lot 4, 5 & 6 Packalen Blvd Works 55	Gunden Bay	V0N 151	PAGE 5 of5	PAGES
In order to assist in effecting the sale of promote your interests. Our services in	of your property we will use n	easonable offorts to mark	et the property an	4
Listing the property on the Multiple L Cooperating with brokerages working Advertising the property Placing a "For Sale" sign on the prope Showing the property at times accepts	isting Service of our Board with buyers try ble to the seller and, if any te			
Disclosing in a timely manner to the s Keeping the seller informed regarding Reviewing Contracts of Purchase and assisting the seller in negotisting favor assisting in the completion and posses	eller all appropriate facts affer the progress of the transaction Sale submitted for the seller's	ching the transaction kno	White us	

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CANCELLATION OF MULTIPLE LISTING

LISTING NO.

R2236008

TO: Royal LaPage Sousex IN CONSIDERATION OF YOUR AGREEMENT TO CANC	; LISTING BROXERAGE EL PERTAINING TO THE LISTING AGREEMENT OF
MY/OUR PROPERTY. AT 4153 PACKALEN BOULEVARD	
Garden Bay	Von ISI
SIGNED BY ME/US ON January 19th	YB 2018

I/WE AGREE THAT THE SAID PROPERTY WILL NOT BE SOLD PRIOR TO THE DATE OF EXPIRY OF THE LISTING SET OUT IN THE USTING AGREEMENT OR PRIOR TO GO DAYS FROM THE DATE OF SIGNING HEREOF, WHICHEVER IS THE SOONER; AND IF IT IS SOLD OR AN OFFER FOR SALE IS ACCEPTED BY ME/US DURING THE SAID PERIOD, I/WE AGREE TO PAY YOU THE FULL SALES COMM. SSION 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	Den Bergman						
	SUSPERATOR PROPERTY		JOWNERS NONATURES	HORANGES			
DAYED THIS	23	DAYOF	May	YR 2018			
WITNESS							
DESIGNATED	AGENT Dave Milliga	6					
	APPROVAL OLL	explan					
NOTE: NOT V	ALIG UNTIL CONFIRME	D BY MANAG	ER/NOMINEE OF LISTING BROKEF				

RSV. Sept. 28, 2025

WEST-LONG SHOTZES

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

> Canal S Commissioner for Taking Affidavits within British Columbia

JODY R.H. CONROY Notary Public

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





MULTIPLE LISTING SERVICE®

MULTIPLE LISTING CONTRACT

	MULTIPLE LISTING CONTRACT						NLY	
						OAYE	LISTING MLS	1NO
BETWEEN		All Canadian Investment Corporation			AND:	Royal LePage Su	ssex	
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		OWNER(S) ("SELLER	")			UNIT	ADDRESS	
		Suite 2 - 781 N	Marine Park Drive N	Œ		Madeira Park	ВС	V0N 2H0
		UNIT	ADDRESS			CITY		PROV PC
		Salmon Arm	BC	V1E 2W7		(604) 883-9525		
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		February	20 2019 (E	Effective Date) u	ntil 11:59	pm on August	31 201	(Expiry Date)
		nless renewed in v				77-214711	•	
		ne Seller hereby:						
	(i)	authorizes the l	Listing Brokerage to ob ding any mortgagee a bers of any real estate	and British Colu	concernii mbia Ass	ng the Property from a sessment, and to sha	ny person, corpora are this information	tion or governmental n with other parties,
	(ii)		Listing Brokerage to a		nedv and	to show it to prospec	tive huvers during	ressonable bours:
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		UNIT NO.	HOUSE NO.	STREET NAME			STREET TYPE	STREET DIRECTION
		Garden Bay	/			V0N 1S1		
		026-193-01				POSTAL CODE		
		PID	OTHER PID(S)					
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LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:

TERMS

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

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

To make agency disclosures required of the Listing Brokerage.

E: \$1,149,000.00 LISTING PRICE

3. TERMS OF SALE:

4153 Packalen Blvd	Garden Bay	V0N 1S1	PAGE 2 of	6	PAGES
ADDRESS					

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 remunoration 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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ADDRESS		

Garden Bay

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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 licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;

B The Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.

C. The Seller agrees that:

(i) subject to (iii) an agency relationship will exist only with the Designated Agent:

- (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
- (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
- (iv) for the purposes of Clauses 1B, and 4, the term Listing Brokerage shall include the Designated Agent.

8. THE DESIGNATED AGENT WILL:

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

9. THE LISTING BROKERAGE AGREES:

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

10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a porson 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 Selter is and will be accurate to the best of the Selter's knowledge;
- G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- That the Designated Agent is being relained 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 governments 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 cases to act as agent of such buyer is respect of the Property the Seller acknowledges and agrees.
 - (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 fiduclary 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
 - (viii) 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

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4153 Packalen Blvd	Garden Bay	V0N I	.SI PAGE	≦ 5 of	6 PAGES
 (iv) immediately if the Listing Bro Services Act; (v) upon the bankruptcy or insolve (vi) if the Listing Brokerage and the of Part 5 of the Real Estate Sets. B. Immediately upon the termination of the Listing Brokerage has an act the Listing Brokerage has sets. (ii) cease all marketing activities of (iii) cease all signs from the Propiety if requested by the Seller, returned. 	ency of the Listing Brokerage or a Designated Agent are unable to evices Act Rules. of this Contract the Listing Broke tive listing of the Multiple Listing cted; on behalf of the Seller; enty; and	if it is in receiversh o continue to provic rage and the Desig Service® of the B	ip; and de trading service: gnated Agent will: oard and any oth	s to the Se	eller as a result
15. MISCELLANEOUS PROVISIONS:		_			
A. "Sale" includes an exchange and "s B. The "term" of this Contract includes C. Interpretation of this Contract and Province of British Columbia. D. The parties acknowledge that this s	the period of any written exten- all matters concerning its enfor	sion. cement by the par	ties shall be gove	emed by t	he laws of the
 E. This Contract shall be binding upo 				kecutors, a	administrators,
successors and assigns. F. "Property" may include a leasehold business or in the goodwill and assilnput Form or addendum attached.	ets of it, or a manufactured home	odwill and assets plus any other pro	of it, an interest, poperty designated	partnership by the Se	p or share in a ller in the Data
 G. In consideration of the Board or an Brokerage each assign to the Board Property contained in this Contract 	d or other real estate board all th , including all copyright, rights a	eir rights and intere ncillary to copyrigh	ests in and to the i I and all other pro	information prietary rig	n related to the ghts.
16. ENTIRE AGREEMENT - THIS LISTI PROPERTY DISCLOSURE STATEME and understood this Contract; that it ac received by the Seller this date. When and every party comprising the Seller s	NT (WHEN ATTACHED AND SI curately describes the agreeme the Seller is comprised of mon	GNED BY THE SE	LLER): Seller ac Brokerage; and th	knowiedge nat a copy	es having read of it has been
SIGNED, SEALED AND DELIVERED TH	is 19 of February	, yr.	. <u>2019</u> .		
The Seller declares their residency: RESIDENT OF CANADA MITIALS	- NON-RESIDENT OF CANA	DA INITIALS	as defined unde	er the <i>Inco</i>	me Tax Act.
Don Bergman SELECTOR	<u>(a)</u>	<u></u>	oyal LePage Sus witerbokerage (PRI Dave Milligan	INT)	SEAL
Authorized Signatory for All Canadian SELLER'S SIGNATURE	RWI		DEPLOYED ASSESS		=
Investment Corporation withess to seller(s) signature(s)	BROKERAGE APPROVAL FOR OFFICE USE ONLY		avc Milligan BERNATED AGENT (PRIF	NT)	
PREC represents Personal Real Estate Corporation Trademarks are owned or controlled by The Caruadian Real sorvices they provide (MLS).	Esteta Association (CREA) and identify real	estate professionals who	are members of CREA;	(REALTOR®) #	and/or the quality of
BC2040 REV. DA JUNE 2018-A		COP	YRIGHT - BC REA		ASSOCIATION Forms Dec/2018

MULTIPLE LISTING CONTRACT SCHEDULE "A"

4153 Packalen Blvd	Garden Bay	VON ISI	PAGE 6 of 0	PAGES
ADDRESS				
In order to assist in effecting the sale of	your property we will use	reasonable efforts to ma	rket the property and	
promote your interests. Our services inc	lude:			
_				
-Listing the property on the Multiple Li	sting Service of our Board			
-Cooperating with brokerages working	with buyers			
-Advertising the property	4			
-Placing a "For Sale" sign on the proper -Showing the property at times acceptable	ily No to the caller and if any	tenants subject to tenant	t's rights	
-Responding to consumer and REALTO	IP inquiries	tomains, subject to teness		
-Disclosing in a timely manner to the se	eller all appropriate facts a	fecting the transaction k	nown to us	
-Keeping the seller informed regarding	the progress of the transac	tion		
-Reviewing Contracts of Purchase and S	Sale submitted for the selle	er's consideration		
-Assisting the seller in negotiating favor	urable terms and conditior	s with a buyer		
-Assisting in the completion and posses	sion process			
\				
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			INITIALS	
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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

Commissioner for Taking Affidavits
within British Columbia

JODY R.H. CONROY

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

Sechelt, B.C. VON 3A0 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 a 4153 PACKALEN BOULEVARD	as:	
Garden Bay	V0N 1S1 ("the Prop	 perty
for sale or exchange, I/we hereby amend the Multiple Listing Royal LePage Sussex		
Royal LePage Sussex NAME OF LISTIN	IG BROKERAGE	_
covering the Property as follows:		
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		
I have read and clearly understood this amendment of Multiple received a copy.	e Listing Contract, and I acknowledge this date having	ļ
-	DF July , YR. <u>2019</u> .	
Don Bergman		
SELLERS SIGNATURE	Royal LePage Sussex HSTING:BROKERAGE (PRINT)	ļ
Signatory, All Canadian Investment Corp.	Dave Milligan	
SELLER'S SIGNATURE	PER DESIGNATED REENT'S SIGNATURE	•
	Dave Milligan	_
WITNESS TO SELLER'S SIGNATURE(S)	DESIGNATED AGENT (PRINT)	
	John 1	•
*PREC represents Personal Real Estate Corporation	BROKERAGE APPROVAL	-

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

BC2070 DA REV. FEB 2019

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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. CONRO

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

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

Feb/2019

BC2070 DA REV. FEB 2019

AMENDMENT OF MULTIPLE LISTING CONTRACT



USTING MLS*ND R2342280 All Canadian Investment Corporation In consideration of your continuing to list my property known as: **PACKALEN BOULEVARD** BC VON 1S1 Garden Bay ("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 July 31 YR 2020 2. Change listing price from \$ _____ 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 Don Bergman Royal LePage Sussex LISTING BROKERAGE (PRINT) SELECTIVE STOPPAY DRE All Canadian Investment Corporation Per DESIGNATED AGENT'S SIGNATURE SELLER'S SIGNATURE Dave Milligan DESIGNATED AGENT (PRINT) WITNESS TO SELLER'S SIGNATURE(S) BROKERAGE APPROVAL 'PREC represente 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 CREA WEBForms or the quality of services they provide (MLS®). COPYRIGHT - BC REAL ESTATE ASSOCIATION

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

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

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

4153 PACKALEN BOULEVARD

\$3,900,000 (LP)

R2103085 Board: V, Detached House with Acreage

Expired

Sunshine Coast Pender Harbour Egmont **VON 151**

(SP)



Days on Market: 195 List Date: 8/18/2016 Expiry Date: 2/28/2017 Previous Price: \$0 Original Price: \$3,900,000 Sold Date: Meas. Type: Frontage (feet): Approx. Year Built: 9999 Depth / Size: Frontage (metres): Age: 999 Lot Area (sq.ft.): 108,900.00 Bedrooms: 2 Zoning: R-1A Flood Plain: Bathrooms: 1 Gross Taxes: \$5,116.09 Council Appry?: Full Baths: 2016 1 For Tax Year: Rear Yard Exp: South Half Baths: Tax Inc. Utilities?: P.I.D.: 026-193-019

If new, GST/HST inc?:

Yes: OCEAN & ISLAND

Tour:

View:

Complex / Subdiv: DANIEL POINT ESTATES

Total Parking: 12 Covered Parking: 3

Title to Land: Freehold NonStrata

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

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

Parking Access: Rear

Dist. to School Bus:

Services Connected: Electricity, Sanitary Sewer, Water

Dist. to Public Transit:

Sewer Type:

Style of Home: Split Entry Construction:

Exterior:

Legal:

Amenities:

Features:

Frame - Wood Wood

Concrete Block

Foundation: Rain Screen: Renovations: Partly # of Fireplaces: 2

Fireplace Fuel: Wood Water Supply: City/Municipal Baseboard, Electric Fuel/Heating: Balcny(s) Patio(s) Dck(s) Outdoor Area:

Type of Roof: Asphalt CSA/BCE:

Reno. Year: 2006 R.I. Plumbing: R.I. Fireplaces:

Metered Water:

Fixtures Rmvd: Registered:

PAD Rental: Fixtures Leased: No :

Floor Finish: Wall/Wall/Mixed

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

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

Municipal Charges Garbage: Water:

Dyking: Sewer: Other:

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

							•
Finished Floor (Main):	1,100	# of Rooms: 5	Bath	Floor	# of Pieces	Ensulte?	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:
		Beds in Basement: 0 Beds not in Basement:2	5				Grg Door Ht:
Unfinished Floor:	920	Basement: Full, Unfinished	6				-
Grand Total:	2,020 sq. ft.	and the second s	7				
		F I					

3:

2:

Royal LePage Sussex - Office: 604-885-3295

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

List Desig Agt 2: Sell Broker 1: Sell Sales Rep 1:

All Canadian Investment Corporation

Owner: Commission: List Broker 2:

dave@sunshinecoasthomes.com Appointments:

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

3:

Occupancy: Vacant

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

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

Terminated

R2236008 Board: V, Detached House with Acreage

4153 PACKALEN BOULEVARD

Sunshine Coast Pender Harbour Edmont **VON 151**

\$23790,000 (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: Frontage (feet): Approx. Year Bullt: 9999 Depth / Size: Frontage (metres): Age: Lot Area (sq.ft.): 0.00 Bedrooms: 2 Zoning: R1A Flood Plain: Bathrooms: \$4,683.79 Gross Taxes: Council Apprv?: Full Baths: 1 For Tax Year: 2017 Rear Yard Exp: South Half Baths: Tax Inc. Utilities?: If new, GST/HST inc?: P.I.D .: 026-193-019

Tour:

Dist. to School Bus:

View: Yes: OCEAN & ISLAND Complex / Subdiv:

Services Connected: Electricity, Sanitary Sewer, Water

Sewer Type:

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

Concrete Block

Rain Screen: Renovations: Partly # of Fireplaces: 2 Fireplace Fuel: Wood

Water Supply: City/Municipal Fuel/Heating: Baseboard, Electric

Outdoor Area: Balcny(s) Patio(s) Dck(s) Type of Roof: **Asphalt**

Total Parking: 12 Covered Parking: 3 Parking Access: Rear Parking: Garage; Triple, Open, RV Parking Avail.

Dist. to Public Transit:

Title to Land: Freehold NonStrata Seller's Interest: Registered Owner

Property Disc.: Yes: NEVER OCCUPIED PAD Rental:

Fixtures Leased: No: Fixtures Rmvd: Registered:

Floor Finish: Wall/Wall/Mixed

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

CSA/BCE:

Reno. Year: 2006

R.I. Plumbing:

R.I. Fireplaces:

Metered Water:

Municipal Charges Garbage: Water:

Dyking: Sewer: Other:

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

Floor Main Main Main Main Main	Type Living Room Kitchen Master Bedroom Laundry	14'3 14' 00m 13' 11'6	ensions x 12' x 14' x 11'6 x 10' x 6'7 x x	Floor	Туре	Dim	ensions x x x x x x x x	Floo	ר די	rpe	Dimension: x x x x x x x x x
Finished Floor Finished Floor	(Above):	1,100 0	# of Kit	oms: 5 chens: 1			Bath 1	Floor	# of Pieces	Ensuite?	Outbuildings Barn:
Finished Floor Finished Floor		920	# of Le	vels: 2			2				Workshop/Shed:
Finished Floor Unfinished Flo	(Total):	2,020 sq. ft.	Crawl/B Beds in	smt. Height: Basement: 0 nt: Full, Unfin	Beds not in Basen	ent:2	4 5				Pool: Garage Sz: Grg Door Ht:

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

2,020 sq. ft.

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

List Desig Agt 2: Sell Broker 1: Sell Sales Rep 1:

Grand Total:

All Canadian Investments Corporation Owner:

Commission: 3% List Broker 2:

dave@sunshinecoasthomes.com Appointments:

3:

Phone L.R. First Call: DAVE Phone:

Occupancy: Vacant

604-885-5414

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. Realtor Remarks: www.sunshinecoasthomes.com

3:

2:

"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.

4153 PACKALEN BOULEVARD

\$399,000 (LP)

(SP)

R2342280 Board: V, Detached House/Single Family

Sunshine Coast Pender Harbour Egmont **VON 151**

Days on Market: 455 List Date: 2/20/2019 Expiry Date: 7/31/2020 Previous Price: Original Price: \$1,149,000 \$1,149,000 Sold Date:

Meas. Type: Frontage (feet): 124.93 Approx. Year Built: 9999 Depth / Size: Frontage (metres): 38.08 999 Age: 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: Tax Inc. Utilities?: If new, GST/HST inc?: P.I.D.: 026-193-019

Yes: Ocean & Island Tour:

Complex / Subdiv:

Services Connected: Electricity, Sanitary Sewer, Water

Sewer Type:

Style of Home: Split Entry Covered Parking: 3 Parking Access: Total Parking: 3

Construction: Frame - Wood Parking: Garage; Triple, Open Exterior: Wood

Foundation: Concrete Block CSA/BCE: Dist. to Public Transit: Dist. to School Bus: Reno. Year: Title to Land: Freehold NonStrata Rain Screen:

Renovations: R.I. Plumbing: Seller's Interest: Registered Owner # of Fireplaces; 2 R.I. Fireplaces: Property Disc.: Yes: Fireplace Fuel: PAD Rental: Wood

City/Municipal Water Supply: Metered Water: Fixtures Leased: No: Fuel/Heating: Baseboard, Electric Fixtures Rmvd: Outdoor Area: Balcny(s) Patio(s) Dck(s) Registered: Type of Roof: Asphalt Floor Finish:

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

Municipal Charges Garbage: Amenities: Water:

Dyking: Site Influences: Golf Course Nearby, Marina Nearby, Paved Road, Recreation Nearby, Rural Setting, Waterfront Property Sewer: Features: Other:

Type Dimensions Floor Dimensions Floor Dimensions Floor Type Type Main Living Room 14'3 x 12' Main Kitchen 14' x 14' × Main Master Bedroom 13' x 11'6 × 11'6 x 10' x Main Bedroom 10' x 6'7 × Main Laundry x x x x X × × x of Pieces Ensuite? Outbuildings Bath Floor Finished Floor (Main): 1,100 # of Rooms: 5

1 Main No Finished Floor (Above): # of Kitchens: 1 Barn: 2 Finished Floor (Below): 0 # of Levels: 2 Workshop/Shed: Finished Floor (Basement): 3 Suite: Pool: 4 5 Finished Floor (Total): 1,100 sq. ft. Crawl/Bsmt. Height: Garage Sz: 30x35 Beds in Basement: 0 Beds not in Basement:2 Grg Door Ht: Basement: Full. Unfinished 6

Unfinished Floor: 920 7 Grand Total: 2,020 sq. ft.

List Broker 1: Royal LePage Sussex - Office: 604-883-9525 List Broker 2: dave@sunshinecoasthomes.com Appointments: List Desig Agt 1: Dave Milligan - Phone: 604-741-7373

DAVE List Desig Agt 2: 3: Call: 604-741-7373 Phone: Sell Broker 1: Sell Sales Rep 1: 3:

All Canadian Investment Corporation Owner: Commission: 3.255% OF THE FIRST \$100,000 AND 1.1625% ON THE BALANCE Occupancy: Owner

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.

Phone L.R. First

This is Exhibit "H" referred to in the 2nd Affidavit of David Milligan,

Sworn before me at Nancouver, 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. VON 3A0 Tel: 604-885-2122 Fax: 604-885-410

PROPERTY HISTORY DETAIL

Address 4153 PACKALEN BOULEVARD Garden Bay, BC V0N 1S1







Go de

							Map data	©2020 Google
ML#	R2342280	Class Residential	Detached	List Date	2/20/2019	CDOM 45	5 D C	OM 455
Chg Date	Chg Type		Status	Price	<u>List Desig Agt</u> <u>1 - Agent</u> <u>Name</u>	<u>List Firm 1</u> <u>Code - Office</u> <u>Name</u>	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
02/06/2020 11:32:25 AM	Status		Active	\$999,000	Dave Milligan	Royal LePage Sussex		E
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#F	R2236008	Class Resider	ntial Detached		List Date 1/29	9/2018	D	OM 114
Chg Date	Chg Type		Status	<u>Price</u>	<u>List Desig Agt</u> <u>1 - Agent</u> <u>Name</u>	<u>List Firm 1</u> <u>Code - Office</u> <u>Name</u>	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
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#F	R2103086	Class Resider	ntial Detached		List Date 8/18	3/2016	D	OM 195
Chg Date	<u>Chg Type</u>		<u>Status</u>	Price	<u>List Desig Agt</u> <u>1 - Agent</u> Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
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

Commissioner for Taking Affidavits
within British Columbia

Notary Public

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.G. VON 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 occasion 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

 $\mbox{``For Sale''}$ 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



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

- 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,
- 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 neld 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
- 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.
 - 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.

- 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.
- 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 Selfer to specify in the Contract if there are any encumbrances, other than those fisted 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.
- 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 cleaning title, including - investigating title.

- discharge fees charged by encumbrance holders.
- prepayment penalties.

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

Costs to be Borne by the Buyer

- 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 contemptated hereby (eg. empty home tax and speculation tax).

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

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

- 10. REALTOR* Code, Article 11: A REALTOR* shall not buy or sell, or altempt 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.







CONTRACT OF PURCHASE AND SALE

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BROKERAGE: Sotheby's International R	ealty Canada DATE: KEV 04/ 22 /2020
ADDRESS: 2nd Floor 235 - 15th Street West Vancouve	er PC: V7T2X1 PHONE: (604) 922-6995
PREPARED BY: Julie Hegyi	
SELLER: All Canadian Investment Corporation	BUYER: Thomas Lawe MacDonald
SELLER:	BUYER:
ADDRESS: 4153 PACKALEN	ADDRESS: 4208 West 13th Avenue
Garden Bay BC	Vancouver BC
PC: V0N ISI	PC V6R 2T8
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)	
The Buyer agrees to purchase the Property from the Seller on the 1. PURCHASE PRICE: The purchase price of the Property with the Property	ill be
Seven Hund	fred Fifty Thousand
	DOLLARS \$750,000.00 (Purchase Price)
 DEPOSIT: A deposit of \$ 50,000.00 which will form pacceptance unless agreed as follows: Payable by bank draft (Canadian funds) or wire transfer, within 24 hours of subject Holidays) 	part of the Purchase Price, will be paid within 24 hours of its being waived or declared fulfilled inot to include Saturdays, Sundays or Statutory
All monies paid pursuant to this section (Deposit) will be	e paid in accordance with section 10 or by uncertified cheque
except as otherwise set out in this section 2 and w	ill be delivered in trust to Sotheby's International Realty eld in trust in accordance with the provisions of the Real
	he Deposit as required by this Contract, the Seller may, at the
	ceives the Deposit is authorized to pay all or any portion of the
AND THE PROPERTY OF THE PROPER	reyancer") without further written direction of the Buyer or Seller,
	(b) such money is to be held in trust by the Conveyancer as
	Services Act pending the completion of the transaction and not on
	he sale does not complete, the money should be returned to such
party as stakeholder or paid into Court.	- ps
	tem
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4153 PACKALEN BOULEVARD

Garden Bay

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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 (the "Subject Removal Date") obtaining and being satisfied with

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(a) un inspection report from a professional engineer advising of any defects that may adversely affect the property's use or value;

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- (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 3.4.

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 1.2, 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 difigence 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 care 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 I day following the Extended Completion Date.
- (c) Adjustment Date: that day that is I 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 12020. This condition is the 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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Garden Bay

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PROPERTY ADDRESS

 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 climination 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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PR	OPERTY ADDRESS						
4.	CONTRACTOR OF THE CONTRACTOR O			June	18th	yr.	2020
	(Completion Date) at the appropriate Land Title Offi	ice.					
5.	POSSESSION: The Buyer will have vacant posses						a.m. on
		ession Date) OR, subject to	the fo	llowing exis	sting tenar	icies,	if any:
	Vacant Possession	With the Control of t					
6.	ADJUSTMENTS: The Buyer will assume and pay charges from, and including, the date set for adjust nature will be made as of	stments, and all adjustmen	ts both	incoming	and outgo	utiliti ing o	es and other f whatsoever
7.	INCLUDED ITEMS: The Purchase Price includes thereto, and all blinds, awnings, screen doors and velectric, plumbing, heating and air conditioning fixture at the date of inspection, INCLUDING: Fridge, Stove, Dishwasher, Clothes Washer, Clothes I	windows, curtain rods, track es and all appurtenances ar	is and nd atta	valances, fi	xed mirror	s, fixe	ed carpeting.
	BUT EXCLUDING:						
8.	VIEWED: The Property and all included items will viewed by the Buyer on			lition at the yr. 2020	Possessi	on D	ate as when
9.	TITLE: Free and clear of all encumbrances except sincluding royalties, contained in the original grant or pending restrictive covenants and rights-of-way in facts, if any, and except as otherwise set out herein.	contained in any other gran	nt or di	sposition fro	om the Cro	own, r	registered or
10.	TENDER: Tender or payment of monies by the Lawyer's/Notary's or real estate brokerage's trust ch	Buyer to the Seller will be eque.	e by	certified ch	eque, bar	nk dr	aft, cash or
11.	DOCUMENTS: All documents required to give effect will be lodged for registration in the appropriate Land	to this Contract will be delived. Title Office by 4 pm on the	rered in	registrable detion Date	form whe	re ne	cessary and
	a statutory declaration of the Seller containing: (1) Buyer's Property Transfer Tax Return to be filed in Contract (and the Seller hereby consents to the Buye Speculation and Vacancy Tax for residential propertie Vacancy By-Law for residential properties located in t as described in the non-residency provisions of the Completion Date will not be, a non-resident of Canad described in the residency provisions of the Income? the amount provided for under section 116 of the Income	particulars regarding the Sconnection with the complete inserting such particulars the selected in jurisdictions with City of Vancouver; and (it is income Tax Act, confirmate. If on the Completion Distance, the Buyer shall be	Seller to etion or such where so 3) if the ation the atien the	hat are required the transation return); (2 such tax is in a Seller is not the Seller is a	uired to b action cont) declaration mposed and ot a non-re- der is not non-reside	e incl templ ons re nd the siden then, ent of	luded in the ated by this egarding the a Vancouver at of Canada and on the Canada as
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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 Selfer has existing financial charges to be cleared from title, the Selfer, 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 Selfer agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Selfer'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 Selfer.
- 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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Garden Bay

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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.

INITIALS	A. The Seller acknowledges having received (RECBC) form entitled "Disclosure of Represe has an agency relationship with Dave Milligan	antation in Trading Services" and hereby	
	who is/are licensed in relation to		u Ageni(s)/Licensee(s)) (Brokerage)
INITIALS	B The Buyer acknowledges having receive Representation in Trading Services" and hereb Julie Hegyi, PREC	by confirms that the Buyer has an agenc	
	who is/are licensed in relation to	Sotheby's International Realty Canada	(Brokerage).
INITIALS	who is/are licensed in relation to C. The Seller and the Buyer each ackno entitled "Disclosure of Risks Associated with D agency relationship with	wledge having received, read and un	derstood RECBC form
INITIALS	C. The Seller and the Buyer each ackno- entitled "Disclosure of Risks Associated with D agency relationship with	wledge having received, read and un ual Agency" and hereby confirm that they (Designated	derstood RECBC form
INITIALS	C. The Seller and the Buyer each ackno- entitled "Disclosure of Risks Associated with D	wledge having received, read and un ual Agency" and hereby confirm that they (Designated	derstood RECBC form / each consent to a dual
INITIALS	C. The Seller and the Buyer each ackno- entitled "Disclosure of Risks Associated with D agency relationship with	wledge having received, read and un ual Agency" and hereby confirm that they (Designated	derstood RECBC form reach consent to a dual d Agent(s)/Licensee(s)) (Brokerage).
INITIALS	C. The Seller and the Buyer each ackno entitled "Disclosure of Risks Associated with D agency relationship with who is/are licensed in relation to	wledge having received, read and un ual Agency" and hereby confirm that they (Designated uch Designated Agent(s)/Licensee(s) da acknowledges having received, read a	derstood RECBC form reach consent to a dual d Agent(s)/Licensee(s)) (Brokerage). ited

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4	1153 PACKALEN BOULEVARD	Ga	irden Bay	BC	V0N 1S1	PAGE 7	of 7	PAGE
PR	OPERTY ADDRESS							
22.	ACCEPTANCE IRREVOCABLE (Buy	er and Seller): The Selle	er and the Bu	yer spe	cifically c	onfirm that	t this Co	ntract of
	Purchase and Sale is executed under	seal. It is agreed and und	erstood that the	e Seller	's accepta	nce is irre	vocable. i	ncludina
	without limitation, during the period prior	or to the date specified for	the Buver to e	ither.				AND DESCRIPTIONS
	A. fulfill or waive the terms and condi-							
- 2.2	B. exercise any option(s) herein conti							
23.	THIS IS A LEGAL DOCUMENT. READ	THIS ENTIRE DOCUMEN	NT AND INFOR	OITAMS	N PAGE E	SEFORE Y	OU SIGN	
24.	OFFER: This offer, or counter-offer, will	l be open for acceptance u	until Five	o'clo	ck p.n	n, on		
		(unless withdrawn in writi				arty of suc	hrevocal	icara tarica
	to notification of its acceptance), and u	pon acceptance of the off	fer, or counter-	offer by	acception	ı ın writina	and notif	wing the
	other party of such acceptance, there v	vill be a binding Contract of	of Purchase an	of Calor	on the term	ne and car	ditions of	ying the
		—DocuSigned by:	or archase are	u Jaie (un me tem	is and con	UNIONS SE	et ioitii
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	X	Northwest Northwest Committee Commit			AL			
	WITNESS	BUYER			PRINT NAME	fe v.		
	AND MADE OF BUILDING STREET							
	If the Buyer is an individual, the Buyer of		anadian citizen	or a pe	ermanent r	esident as	defined i	n the
9	Immigration and Refugee Protection Ad							
		DS .						
		Yes TOM	No [T				
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25.	ACCEPTANCE: The Seller (a) hereby a	accepts the above offer and	d agrees to con	npiete ti	he sale up	on the term	ns and co	nditions
	set out above, (b) agrees to pay a comm	ission as per the Listing Co	ontract, and (c) a	authoriz	es and ins	tructs the E	Juyer and	anyone
	acting on behalf of the Buyer or Seller							
	Statement of Adjustments to the Cooper							
	Seller's acceptance is dated				yr. 2020			
	The Seller declares their residency:							
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		MON-KESIDEM OF C			as defined	i under the	income	Iax Act.
	INITIALS		INITI	IALS				
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	X			SE	All Cana	idian Invest	ment Corp	oration
	WITNESS	SELLER			PRINT NAME			
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	WITNESS	SELLER	— (Symposialii — — Viii)	F	RINT 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*).

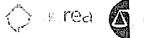
This is Exhibit "K" referred to in the 2nd Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia this 3rd day of June, 2020

A Commissioner for Taking Affidavits
within British Columbia

JODY R.H. CONROY

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

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





PHE COURSE NO.

PAR ANN EQUATION (See A Sec.)

PAGE LOF 7 PAGES

CONTRACT OF PURCHASE AND SALE

BROKERAGE	Sotheby's Internationa	1 Realty Canada DATE: KEV 04/ 22 /202
ADDRESS: 2nd Floor 235 - I		wer PC V7T2X1 PHONE (604) 922-6995
PREPARED BY:	Julie Hegyi	MLS® NO. R2342280
SELLER All Canadi	an Investment Corporation	BUYER: Thomas Lawe MacDonald
SELLER.		BUYER
ADDRESS: 4153 PAG	CKALEN	
Garden B		ADDRESS: 4208 West 13th Avenue
	PC VON (SI	Vancouver BC.
PHONE:		PLONE: PC. V6R 218
	and the second s	PHONE: OCCUPATION:
PROPERTY:		
4153	PACKALEN BOULEVAR	r)
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	den Ray	VON ISI
CITY/TOWN/MUNICIPALITY		POSTAL COOF
026-193-019		
OTHER !	enes.	
LOT 6. PLAN BCP 15562 DIS	TRICTIOT 3973 GROUP + 8	VEW WESTMINSTER LAND DISTRICT, & AN UNDIVIDED
	purchase price of the Property	
P. Martin M. Mar	7 M Seven Hu	ndred Fifty Thousand JM
And the second s	[Juli	DOLLARS \$ 750,000 (0) (Purchase Pric
	70 000 NA	457
. DEPOSIT: A deposit of \$		part of the Purchase Price, will be paid within 24 hours of
Payable by look draft (Carabian base	l as follows: ls) or wire transfer, within: 24 hours of samp	ects being warved or declared fulfilled mos to in, tade Saturdays, Sund, ys or Statuters
Holidays)		Sandiay in Standard
All monies paid pursuant except as otherwise set	to this section (Deposit) will out in this section 2 and	be paid in accordance with section 10 or by uncertified chequivil be delivered in trust to Sotheby's International Realty
All monies paid pursuant except as otherwise set Canada	to this section (Deposit) will out in this section 2 and and	be paid in accordance with section 10 or by uncertified chequiviliable delivered in trust to Sotheby's International Reality held in trust in accordance with the provisions of the Re
All monies paid pursuant except as otherwise set Canada Estate Services Act. In the	to this section (Deposit) will out in this section 2 and and and event the Buyer fails to pay	be paid in accordance with section 10 or by uncertified chequivil be delivered in trust to Sorheby's International Reality held in trust in accordance with the provisions of the Rethe Deposit as required by this Contract, the Seller may, at the
All montes paid pursuant except as otherwise set Canada Estate Services Act. In the Setler's option, terminate t	to this section (Deposit) will out in this section 2 and and event the Buyer fails to pay his Contract. The party who r	be paid in accordance with section 10 or by uncertified chequivil be delivered in trust to Sotheby's International Reality held in trust in accordance with the provisions of the Rethe Deposit as required by this Contract, the Seller may, at the seceives the Deposit is authorized to pay all or any portion of the
All monies paid pursuant except as otherwise set Canada Estate Services Act. In the Seller's option, terminate to Deposit to the Buyer's or Seller's	to this section (Deposit) will out in this section 2 and and and event the Buyer fails to pay his Contract. The party who reseller's conveyancer (the "Contract")	be paid in accordance with section 10 or by uncertified chequiviliable delivered in trust to Sotheby's International Reality held in trust in accordance with the provisions of the Rethe Deposit as required by this Contract, the Seller may, at the seceives the Deposit is authorized to pay all or any portion of the several without further written direction of the Buyer or Selfer
All monies paid pursuant except as otherwise set Canada Estate Services Act. In the Seller's option, terminate to Deposit to the Buyer's or Sprovided that: (a) the Commonwealth of the C	to this section (Deposit) will out in this section 2 and and event the Buyer fails to pay his Contract. The party who reseller's conveyancer (the "Conveyancer is a Lawyer or Notal	be paid in accordance with section 10 or by uncertified chequivil be delivered in trust to Sotheby's International Realty held in trust in accordance with the provisions of the Rethe Deposit as required by this Contract, the Seller may, at the Seceives the Deposit is authorized to pay all or any portion of the eceives the Deposit is authorized to pay all or any portion of the everywhere.") without further written direction of the Buyer or Selfery. (b) such money is to be held in trust by the Conveyancer as
All monies paid pursuant except as otherwise set Canada Estate Services Act. In the Seller's option, terminate to Deposit to the Buyer's or Sprovided that: (a) the Constakeholder pursuant to the	to this section (Deposit) will out in this section 2 and and and event the Buyer fails to pay his Contract. The party who reseller's conveyancer (the "Conveyancer is a Lawyer or Notal provisions of the Real Estate als to the transaction; and (c) if	be paid in accordance with section 10 or by uncertified chequiviliable delivered in trust to Sotheby's International Reality held in trust in accordance with the provisions of the Rethe Deposit as required by this Contract, the Seller may, at the seceives the Deposit is authorized to pay all or any portion of the several without further written direction of the Buyer or Selfer

4153 PACKALEN BOULEVARD

Garden Bay

BC YON IST 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 Huyer's expense, on or before May 20th, 2020 (the "Subject Removal Date") obtaining and being satisfied with

IM.

- (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 hylaws and government regulation

Upon receiving reasonable notice from the Buyer, the Seller will perinit 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, mulatorally by the Buyer, at the Buyer's election. If the conditions precedent are not satisfied or warved on or before the dates set out herein, or as extended under clause 3.2, this Contract will be null and yord and of no further effect

3.2 Extension of Subject Removal Date and Completion Possessum 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) teach an "Emergency Declaration") for an area including the Property, the Subject Removal Date in Clause 3.1 shill be extended to the carner date of,

- 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 difigence 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 it 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 I day following the Extended Completion Date.
- (c) Adjustment Date, that day that is I day following the Extended Completion Date.

3.3 Seller's and Buyer's Condition Precedent

The obligation of the Selfer and the Buyer to complete the purchase and sale of the Property on the Completion Date is subject to the Selfer obtaining approval from the Supreme Court of British Columbia for the sale of the Property to the Buyer on or before May 14, 2020. This condition is the for the benefit of both of the Buyer and the Seller and may not be waived either Party JUNE 30

SEE ATTACHED SCHEDULE "A" WHICH WILL FORM PAGES
EIMHT TO ELEVEN OF THIS CONTRACT [IM]

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

Garden Bay

BC VON IST 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 contaming 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 Rehate. 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.

[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 orderances 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 electrance certificate with respect to the climination 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*



Passe	4153 PACKALEN BOULEVARD Garden Bay BC VON IST PAGE 4 of 7 PAGES
P	PARENTY ADDOCCC
4.	COMPLETION: The sale will be completed on Jacy 15 to 100 100 100 100 100 100 100 100 100 10
	(Completion Date) at the appropriate Land Title Office.
5.	POSSESSION: The Buyer will have vacant possession of the Property at Nine a.m. on
. i . i id	Tweey 19 yr, 2020 (Possession Date) OR, subject to the following existing tenancies, if any:
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[zu]	The second secon
6,	ADJUSTMENTS: The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other
	unarges from, and including, the date set for adjustments, and all adjustments both incoming and outcome of whote access
	nature will be made as of Jucy 16 June 1915 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.
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 coverants 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

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.

4153 PACKALEN BOULEVARD Garden Bay BC VON IST PAGE 5 of 7 PAGES PROPERTY ADDRESS

- 11B, GST CERTIFICATE: If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction
- 12. TIME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Selfer may, at the Selfer's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Selfer, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Selfer'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 lo 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 todging 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 cleaning 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 Selfer 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 safe.
- 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 Service⁴, the real estate board that operates the Multiple Listing Service⁴, 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.

PACKALEN BOULEVARD 4153

Garden Bay

BC VON IST 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 Selter 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 nssigned 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):

[JM]	A. The Seller acknowledges having received, read and understood Real Estate Council of British Columb (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Sel has an agency relationship with							
	Dave Milligan		(Designated Agent(s	//Liconsee(s))				
	who is/are licensed in relation to	Royal LePage Susse	:X	(Brokerage)				
ta	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							
INITIALS	Julie Hegyi, PREC	Ber 1 - V Honor mars, N. Seas Harrissesser, Same player, Sphereness	(Designated Agent(s)/Licensee(s))				
	who is/are licensed in relation to	Sotheby's International Real	ty Canada	(Brokerage)				
INITIALS	C. The Seller and the Buyer each acknentitled "Disclosure of Risks Associated with agency relationship with							
	AMERICAN STATE OF STA	PRIME TO A BY THE PRIME PRIME PRIME	(Designated Agent(s))/Licensee(s))				
	who is/are licensed in relation to	W		(Brokerage),				
	having signed a dual agency agreement with	such Designated Agent(s)/Li	icensee(s) dated					
INITIALS	D. If only (A) has been completed, the Buye form *Disclosure of Risks to Unrepresented if that the Buyer has no agency relationship.							
INITIALS	E If only (B) has been completed, the Selle form "Disclosure of Risks to Unrepresented Fill that the Seller has no agency relationship.							

4153 PACKALEN BOULEVARD PROPERTY ADDRESS

Garden Bay BC VON 1ST PAGE 7 of 7

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.

****	at minuted to desire below but to the date specified to	11116
A.	ulfill of waive the terms and conditions herein contained ar	dlor

- B exercise any option(s) herein contained
- 23. THIS IS A LEGAL DOCUMENT, READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

other party of such accep	otance), and upon acceptance of the offer, or counter otance, there will be a binding Contract of Purchase an	nd Sale on the terms and conditions set forth
X	thomas lawe MacDonald	Thomas Lawe MacDonald
WITNESS	24.48E39EER342V	PRINT NAME
X		5 A)
WITNESS	BUYCE	PRINI NAME

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		. yc 2020
The Seller declares their residency:		
RESIDENT OF CANADA [3.4]	NON-RESIDENT OF CANADA	as defined under the Income Tax Act
X	John McEown SELLER BY 2020 10:54:19 AM PDT	All Canadian Investment Corporation PRINT NAME
X	SELLER	FRINT NAME

1PREU replesents Personal Real Estate Corporation

Trademarks are remed or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTORY) are two quality of services they provide (MES*)

INITIALS

SCHEDULE "A"

(Court Approved Sale)

DATE:	MAY	74,	2020
		A viin 💉	·

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.
- Mith 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.
- 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;

John McEown
Per John McCown

Witness

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

Commissioner for Taking Affidavits within British Columbia

JODY R.H. CONROY

Notary Public

5690 Mermaid Street, P.O. Box 1188 Sechelt, B.C. VON 3A0 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.
- 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
- 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 Filling System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notarios 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.

- 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 hozards, encrouchments 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 fille, 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 selfer 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).

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)

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. emply home tax and speculation tax).

- CLOSING MATTERS: The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/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.
- 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 incensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a discissure in writing to the apposite 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. cor a turbr 🖎

Costs to be Borne by the Buyer

- Land Title Registration fees.

Fire Insurance Premium. Sales Tax (if applicable).

Property Transfer Tax.





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CONTRACT OF PURCHASE AND SALE

BROKERAGE: _	Sothe	by's International R	ealty Canada		DATE:	05/18/2020
ADDRESS: 2nd I	Floor 235 - 15th Street		er PC: V7T2X			
PREPARED BY:	Julie He	gyi				
SELLER:	All Canadian Investment (Corporation	BUYER:	T	homas Lawe Mac	Donald
SELLER:			BUYER:			
ADDRESS: 4	153 PACKALEN				West 13th Avenu	e
	Garden Bay	ВС			ouver	BC
	PC:	V0N 1S1				V6R 2T8
			O O O O I A II O N	•		
PROPERTY:						
	······································	EN BOULEVARD				
UNIT NO.	ADDRESS OF PROP				1/08/ 101	
CITY/TOWN/MUNICIP	Garden Bay				V0N ISI	
	ALII I		POS	TAL CODE		
026-193-019 PID					-	
	OTHER PID(S) P15562, DISTRICT LOT 3	*** *******				100044000000000000000000000000000000000
	to purchase the Property fr		e following terms a	and subjec	ct to the following	
-			DOLLAR	ks \$	809,523.81	(Purchase Price)
acceptance used the property to the All monies pare except as ot	eposit of \$ 50,000.00 nless agreed as follows; bank draft (Canadian funds) or wire Buyer (not to include Saturdays, Sun iid pursuant to this section herwise set out in this	transfer, within 24 hours of days or Statutory Helidays on (Deposit) will b section 2 and w	of seller obtaining court ap). e paid in accorda vill be delivered	ance with	the Supremo Court of B section 10 or to Sotheby's Inte	citish Columbia for the sale of Dy uncertified cheque emational Realty
Estate Service Seller's option Deposit to the provided that: stakeholder probable of any of	es Act. In the event the En, terminate this Contract. Buyer's or Seller's converted (a) the Conveyancer is a cursuant to the provisions of the principals to the transholder or paid into Court.	Suyer fails to pay the party who re eyancer (the "Conta Lawyer or Notar of the Real Estate S	the Deposit as re ceives the Depos /eyancer") without y; (b) such mone Services Act pendi	quired by it is author was to be ing the co	this Contract, to prized to pay all pritten direction of held in trust by mpletion of the t	he Seller may, at the or any portion of the fithe Buyer or Seller, the Conveyancer as ransaction and not on
				[†	M INITIALS	CREA WEBForms*

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 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.

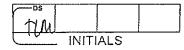
Buyer and Seller acknowledge having been advised to seek independent legal advice.

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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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:
 - 3.1 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 yold and of no

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:

- 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:

- 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 I 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 the 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 thoroupon and the Deposit returnable in accordance with the Real Estate Services Act.



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PRO	OPERTY 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.
	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 oth
	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 14 yr. 2020 (Adjustment Date).
7.	INCLUDED ITEMS: The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachment 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 Buy at the date of inspection, INCLUDING:
	Fridge, Stove, Dishwasher, Clothes Washer, Clothes Dryer and all keys to the building.
	BUT EVOLUBING.
	BUT EXCLUDING:
8.	VIEWED: The Property and all included items will be in substantially the same condition at the Possession Date as who viewed by the Buyer on April 15th yr. 2020
9.	TITLE: Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservation including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered
	pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Secti
	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
	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 a
	will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
114	A. SELLER'S PARTICULARS AND RESIDENCY: The Seller shall deliver to the Buyer on or before the Completion Da
	a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the seller than the seller that are required to be included in the seller than the selle
	Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by the Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding to
	Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouv
	Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Cana
	as described in the non-residency provisions of the <i>Income Tax Act</i> , confirmation that the Seller is not then, and on t Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada
	described in the residency provisions of the Income Tax Act, the Buyer shall be entitled to hold back from the Purchase Pri
	the amount provided for under section 116 of the Income Tax Act.
	DS DS
	4. 5. 6. 7. 11.

4153 PACKALEN BOULEVARD Garden Bay BC V0N ISI PAGE 5 of 7 PAGES PROPERTY ADDRESS

- 11B. GST CERTIFICATE: If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the Real Estate Services Act, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING: If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been 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 balanco, 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 Service⁹, the real estate board that operates the Multiple Listing Service⁹, of personal information about the Buyer and the Seller:
 - A. for all purposes consistent with the transaction contemplated herein:
 - 6. 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:

INITIALS

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PROP	ERTY.	ADDRES	SS								
C.	C. for enforcing codes of professional conduct and ethics for members of real estate boards; and										
D.	for ent	the pur itled <i>Pr</i>	ooses (and to the recipients vacy Notice and Consent.) described in the I	brochure published	by the	British Col	umbia R	eal Es	tate A	ssociation
Th we	ne pei ould b	rsonal i e subje	nformation provided by the I ct to the laws of the jurisdic	Buyer and Seller ration in which it is I	may be stored on de ocated.	itabase	es outside	Canada,	in whi	ch ca	se it
in	section	on 25(d	OF REMUNERATION: The property of the property	f the equitable as	signment by the Se	e Selle eller in	er's author the Listing	ization a Contrac	nd ins and	truction is no	on set out tice of the
-85	signe	d witho	N ON ASSIGNMENT OF ut the written consent of the Buyer or any subsequent a	: Seller; and (b) th	e Buyer and the Se se Seller is entitled t	eller ag o any	gree that t profit resul	his Cont ting from	ract: -(an as	a) mu signm	ist not be nent of the
21. A0 de	GENC tails a	Y DISC as appli	LOSURE: The Seller and the cable):	ie Buyer acknowle	dge and confirm as	follows	s (initial app	propriate	box(e:	s) and	l compiete
11	IITIAL:	S	A. The Seller acknowledg (RECBC) form entitled "Di has an agency relationship	sclosure of Repre							
				Dave Milligan			(Desig	gnated A	gent(s)/Lice	nsee(s))
			who is/are licensed in relat	ion to	Royal LeP	age Su	ssex			(Brol	kerage).
—ps	L		B. The Buyer acknowled Representation in Trading								
10	IITIALS	5		Julie Hegyi, PREC	<u> </u>		(Desig	nated A	gent(s	//Lice	nsee(s))
			who is/are licensed in relati	ion to	Sotheby's Internati	onal R	ealty Canad	la		(Brol	kerage).
IN	liTIALS	3	C. The Seller and the entitled "Disclosure of Risk agency relationship with				confirm tha	it they ea	ch cor	rsent	to a dual
					***************************************		(Desig	inated Ag	gent(s)		
			who is/are licensed in relati							(Brok	kerage),
			having signed a dual agend	cy agreement with	such Designated A	.geni(s)/Licensee	(s) dated			
IN.	ITIALS		D. If only (A) has been or form "Disclosure of Risks to that the Buyer has no agen	o Unrepresented i							
IN.	ITIALS	***************************************	E. If only (B) has been co form " <i>Disclosure of Risks to</i> that the Seller has no agen	o Unrepresented i							

TOM INITIALS

	4153 PACKALEN BOULEVAR	D	Garden Bay	ВС	V0N 1S1	PAGE	7 of	7	PAGES	
PRO	OPERTY 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.	3. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.									
24.	OFFER: This offer, or counter-offer, will be May 20 , yr. 2020 (ur to notification of its acceptance), and upon other party of such acceptance, there will be	nless withdrawn in acceptance of th	writing with notifica se offer, or counter-o	ition to offer, by	the other p	arty of su g in writin	g and i	notify	ying the	
	X	Thomas Lau	n MacDonald	É	A Thoma	s Lawe M	noffor	əld		
	WITNESS	BU99218E9857BD4F/	\	`	PRINT NAM		WO12011	110	<u>_</u>	
					1986					
	X WITNESS	711VCD		\$						
	WINEGO	BUYER			PRINT NAM	=				
	If the Buyer is an individual, the Buyer decl Immigration and Refugee Protection Act:	Yes INITIALS	e a Canadian citizen	O a p	ermanent	resident a	is defin	ed ir	1 the	
25.	ACCEPTANCE: The Seller (a) hereby accessed out above, (b) agrees to pay a commission acting on behalf of the Buyer or Seller to pushement of Adjustments to the Cooperation	on as per the Listin pay the commission	ng Contract, and (c) and out of the proceed	authoria eds of s	zes and ins sale and fo after compl	structs the orward co	Buyer	and	anyone	
	Seller's acceptance is dated				, yr. <u>2020</u>	····			_	
	The Seller declares their residency:									
	RESIDENT OF CANADA INITIALS	ION-RESIDENT (L	TALS	as define	d under ti	ne <i>Inco</i>	me T	Гах Аст.	
	x			(All Can	adian Inve	stment	Corn	oration	
	WITNESS	SELLER		`	PRINT NAM					
				_	43					
	X			{					.	
	WITNESS	SELLER			PRINT NAM	=				

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®).

^{*}PREC represents Personal Real Estate Corporation

DocuSign Envelope ID: C789949F-176D-4688-8F61-28895A4DD02F

TITLE SEARCH PRINT

2020-04-22, 09:20:19

Requestor: Victor Alfonso

File Reference: 10272-005 Declared Value \$1069000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

Land Title Office

VANCOUVER

VANCOUVER

tun

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

DocuSign Envelope ID: C789949F-176D-4688-8F61-28895A4DD02F

TITLE SEARCH PRINT

File Reference: 10272-005

Declared Value \$1069000

2020-04-22, 09:20:19

Requestor: Victor Alfonso

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

1987-05-26 15:01

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF

BRITISH COLUMBIA

Remarks:

INTER ALIA

COVENANT

R50989

PART IN EXPLANATORY PLAN 18467

M

SEC. 215 LTA

MODIFIED BY BX405840

Nature:

Registration Number:

Registration Date and Time:

Remarks:

COVENANT

BX405840

2005-01-24 14:18 INTER ALIA

MODIFICATION OF R50989

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

Remarks:

COVENANT

BX405842

2005-01-24 14:18 THE CROWN IN RIGHT OF BRITISH COLUMBIA

INTER ALIA

Nature:

Registration Number:

Registration Date and Time:

Remarks:

EASEMENT BX405854

2005-01-24 14:19

INTER ALIA

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

AND 6 PLAN BCP15562

Nature:

STATUTORY BUILDING SCHEME

Registration Number:

Registration Date and Time:

Remarks:

BX412412 2005-02-17 13:28

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 Yancouver, 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. VON 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.

- 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.
- 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 this 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 Notery.
 - (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.

- POSSESSION: (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Setler will not generally let the Buyer move in before the Selter has actually received the sale proceeds. Where residential terrants are involved, Buyers and Selters should consult the Residential Tenancy Act.
- 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 hazarde, encroechments on or by the Property and any encumbrances which are staying on title before becoming legally bound, it is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could 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 апапдетаnts are made with your mortgage company.
- 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 panalties.

OS

M.

Real Estate Commission (plus GST). Goods and Services Tax (if applicable). Lawyer or Notary Fees and Expenses:

- searching title,

- drafting documents, Land Tille Registration fees. Survey Certificate (if required),

Costs of Mortgage, including:

- mortgage company's Lawyer/Notary.

- Land Title Registration fees. Fire Insurance Premium.

Sales 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 contemptated 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.
- 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

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 softer 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 perty 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 Setter 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 Danionated Agents/Licensees on an addendum to the Contract of Purchase and Sale



- appraisal (if applicable)

Property Transfer Tax.

Goods and Services Tax (if applicable).







PAGE 1 of 7 PAGES

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Sotheby's Internat	ional Realty Canada		DATE:	05/20/2020			
ADDRESS: 2nd Floor 235 - 15th Street West Va	incouver PC: V7T2	XI PH	IONE: (60	4) 922-6995			
PREPARED BY: Julie Hegyi			R234228				
SELLER: All Canadian Investment Corporation	BUYER:		Thomas Lawe Mac	Donald			
SELLER:	BUYER:						
ADDRESS: 4153 PACKALEN	ADDRESS:		West 13th Avenu				
Garden Bay I	3C		1convet	BC			
PC: V0N ISI			PC:	V6R 2T8			
PHONE:	PHONE:						
	OCCUPATIO	N:					
PROPERTY: 4153 PACKALEN BOULEY	FARD						
UNIT NO. ADDRESS OF PROPERTY	ARD						
Garden Bay			VON 1S1				
CITY/TOWN/MUNICIPALITY		OSTAL COD					
026-193-019							
PID OTHER PID(S)		•					
The Buyer agrees to purchase the Property from the Selle 1. PURCHASE PRICE: The purchase price of the Prop							
	Eight Hundred Nineteen Thousand Forty-Seven point Sixty-Two						
	DOLLA	\RS \$	819,047.62	(Purchase Price			
2. DEPOSIT: A deposit of \$50,000.00 which will	form part of the Purch	ase Price,	will be paid within	n 24 hours of			
acceptance unless agreed as follows; Deposit Payable by book that! (Canadian funds) or wire transfer, within 2: the property to the Buyer (not to include Saturdays, Sundays or Sistutory)	d house of caller obtaining course	approval fron	n the Supreme Count of Br	itish Columbia for the sale o			
All monies paid pursuant to this section (Deposit)	will be paid in accord	dance with	h section 10 or b	y uncertified cheau			
except as otherwise set out in this section 2 a							
0 1	and held in trust in						
Estate Services Act. In the event the Buyer fails to							
Seller's option, terminate this Contract. The party w							
Deposit to the Buyer's or Seller's conveyancer (the provided that: (a) the Conveyancer is a Lawyer or stakeholder pursuant to the provisions of the Real Exbehalf of any of the principals to the transaction; and	"Conveyancer") withou Notary; (b) such mon- state Services Act pend	ut further to ey is to be ding the c	written direction of e held in trust by ompletion of the tr	f the Buyer or Selle the Conveyancer a ansaction and not d			
party as stakeholder or paid into Court.			os	bs			
		1	os Y M	MA			

4153 PACKALEN BOULEVARD Garden Bay BC V0N IS1 PAGE 2 of 7 PAGES PROPERTY ADDRESS

- 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 vole 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 the 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 nutice 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.

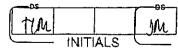
For further information on the PTT or any available Rebutes, Buyer must seek advice from a Tax Consultant.

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.



4153 PACKALEN BOULEVARD Garden Bay BC V0N IS1 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:

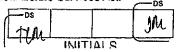
The Buyer acknowledges that references to the Seller in the Contract of Purchase and Sale and in this Schedule mean Att Canadian Investment Corporation acting through McEown & Associates Ltd. in its capacity as court appointed Monitor in proceedings commenced in the Vancouver Registry of the Supreme 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.



_	4153 PACKALEN BOULEVARD G	arden Bay	BC	V0N IS1	PAGE 4	1 of	7	PAGES
Pf	PROPERTY ADDRESS			777.00.	.,,,		,	, AGEO
4.	4. COMPLETION: The sale will be completed on			July	16	. vr.	2020)
	(Completion Date) at the appropriate Land Title Office.					,,,,		·
5.	5. POSSESSION: The Buyer will have vacant possession of the	Property at		Nine				<u>a.</u> m. on
	July 17 , yr. 2020 (Possession Date)	OR subject to	o the fol	lowing exis	ting tenan	cies,	if an	<u>91</u> 1111. Ott /:
	Vacant Possession		··-					
6.	6. ADJUSTMENTS: The Buyer will assume and pay all taxes, rai	fes local imo	muama	nt secarem	ante funi	igg		ed albay
	charges from, and including, the date set for adjustments, and	all adjustmen	its both	incomina a	and outgo	ing o	f whe	itspever
	nature will be made as of July 17th . yr. 2	:020	(Adjust	ment Date)		•		
7.	7. INCLUDED ITEMS: The Purchase Price includes any building	s, improveme	nts, fixt	ures, appu	rtenances	and	attec	hments
	thereto, and all blinds, awnings, screen doors and windows, curl	tain rods, track	ks and u	/alances, fi	ked mirror	s, fix	ed ca	rpeting,
	electric, plumbing, heating and air conditioning fixtures and all appart the date of inspection, INCLUDING:	purtenances a	nd attac	hments the	ereto as vid	swed	by th	e Buyer
	Fridge, Stove, Dishwasher, Clothes Washer, Clothes Dryer and all	keys to the bui	lding.					
	BUT EXCLUDING:							
в.	B. VIEWED: The Property and all included items will be in substan	ntially the ene	an annd	High at the	Possossi	on D	oto a	e when
	viewed by the Buyer on	April	15th	yr. 2020	russessi	ט ווט	ale a	2 MIICH
a								
•	TITLE: Free and clear of all encumbrances except subsisting co including royalties, contained in the original grant or contained in							
	pending restrictive covenants and rights-of-way in favour of utilitie							
	5, if any, and except as otherwise set out herein.	•						• • • • • • • • • • • • • • • • • • • •
i0,	io. TENDER: Tender or payment of monies by the Buyer to the	e Seller will b	ne by n	ertified ch	ecue har	ık dr	aft c	ash or
	Lawyer's/Notary's or real estate brokerage's trust cheque.		, -				witi 0	
11.	11. DOCUMENTS: All documents required to give effect to this Contra	act will be defin	vered in	registrable	form whe	re ne	ተቀፍና:	arv and
	will be lodged for registration in the appropriate Land Title Office I	by 4 pm on the	e Comp	letion Date	,	,	0000	ary arra
i1A	1A. SELLER'S PARTICULARS AND RESIDENCY: The Seller sh	ıali deliver to	the Anv	eron or b	einre the	Com	ntatio	n Dolo
	a statutory declaration of the Seller containing: (1) particulars re							
	Buyer's Property Transfer Tax Return to be filed in connection w							
	Contract (and the Seller hereby consents to the Buyer Inserting su	ch particulars	on such	return); (2	declarati	ons re	egard	ing the
	Speculation and Vacancy Tax for residential properties located in	jurisdictions w	where so	uch tax is ir	nposed ar	nd the	e Van	COUVET
	Vacancy By-Law for residential properties located in the City of Va	ncouver; and ((3) if the	Seller is no	t a non-re	sider	nt of C	anada
	as described in the non-residency provisions of the Income Tax	x Act, confirm	ation th	at the Sell	er is not t	ihen,	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.

4153 PACKALEN BOULEVARD Garden Bay BC V0N ISI PAGE 5 of 7 PAGES PROPERTY ADDRESS

- 11B. GST CERTIFICATE: If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the Real Estate Services Act, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING: If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been 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 mortgage'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 mortgage of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE: If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may 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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	cing codes of professional conduct and					
D. for the pre- entitled F	urposes (and to the recipients) described Privacy Notice and Consent.	In the brochure published	d by the British Columbi	ia Real Estate Association		
The personal would be sub	information provided by the Buyer and inject to the laws of the jurisdiction in which	Seller may be stored on c on it is located.	latabases outside Cana	ada, in which case it		
m section 23	T OF REMUNERATION: The Buyer ar (c) below is a confirmation of the equita ignment to anyone acting on behalf of the	able assignment by the S	the Seller's authorization Seller in the Listing Com	on and instruction set out ntract and is notice of the		
-ussigneu with	ON ON ASSIGNMENT OF CONTRAC tout the written consent of the Seller; and the Buyer or any subsequent assigned.	:T: The Buyer and the S d (b) the Seller is entitled	Seller agree that this C to any profit resulting fi	contract: (a) must not be rom an assignment of the		
21. AGENCY DIS details as app	CLOSURE: The Seller and the Buyer ac plicable):	knowledge and confirm as	s follows (initial appropri	iate box(es) and complete		
INITIALS	A. The Seller acknowledges having (RECBC) form entitled "Disclosure of has an agency relationship with	Representation in Tradin	rstood Real Estate Cou g <i>Services</i> " and hereby	uncil of British Columbia confirms that the Seller		
	Dave M	illigan	(Designate	d Agent(s)/Licensee(s))		
	who is/are licensed in relation to	Royal Le	Page Sussex	(Brokerage).		
Tim	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					
INITIALS	Julie Hegy		·	d Agent(s)/Licensee(s))		
	who is/are licensed in relation to	Sotheby's Internat	ional Realty Canada	(Brokerage).		
INITIALS	C. The Seller and the Buyer each entitled *Disclosure of Risks Associate agency relationship with	h acknowledge having r d with Dual Agency" and l	received, read and un hereby confirm that the	derstood RECBC form yeach consent to a dual		
	When a substitute of the subst		(Designated			
	who is/are licensed in relation to					
	having signed a dual agency agreeme	nt with such Designated A	Agent(s)/Licensee(s) da	ited,		
	D. If only (A) has been completed, the	ie Buyer acknowledges t	naving received, read a	nd understood RECBC		
INITIALS	form "Disclosure of Risks to Unreprese that the Buyer has no agency relations		eller's agent listed in (A	A) and hereby confirms		

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.

INITIALS



4153 PACKALEN BOULE	VADD O. I D							
PROPERTY ADDRESS	VARD Garden Bay	BC VON ISI PAGE 7 of 7 PAGES						
without limitation, during the period pr	seal. It is agreed and understood th or to the date specified for the Buye	e Buyer specifically confirm that this Contract of at the Seller's acceptance is irrevocable, including r to either:						
A. fulfill or waive the terms and cond								
B. exercise any option(s) herein con 23. THIS IS A LEGAL DOCUMENT. REAL		IFORMATION PAGE BEFORE YOU SIGN,						
24. OFFER: This offer, or counter-offer, will be open for acceptance until5o'clockp.m. on								
X	Thomas Lawe MacDonald	Thomas Lawe MacDonald						
WITNESS	293B9E88678D4FA	PRINT NAME						
X		SEA						
WITNESS	BUYER	PRINT NAME						
Ir the Buyer is an individual, the Buyer Immigration and Refugee Protection A	declares that they are a Canadian ci cf: Yes INITIALS No	tizen or a permanent resident as defined in the						
set out above, (b) agrees to pay a comm	ission as per the Listing Contract, and to pay the commission out of the pr	o complete the sale upon the terms and conditions if (c) authorizes and instructs the Buyer and anyone occeeds of sale and forward copies of the Seller's diforthwith after completion.						
The Seller declares their residency: RESIDENT OF CANADA	NON-RESIDENT OF CANADA	as defined under the Income Tax Act.						
X Witness	Docusigned by: John McEown ACGFEERIDGIFJED SELLER	All Canadian Investment Corporation PRINT NAME						
Х		GFA)						
WITNESS	SELLER	PRINT NAME						

^{*}PREC represents Personal Real Estate Corporation





CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS* NO.: R2342280 DATE. 05/28/2020 PAGE L of 1 P	AGES						
	1 1SI						
LOT 6, PLAN BCP15562, DISTRICT LOT 3923, GROUP I, NEW WESTMINSTER LAND DISTRICT, & AN UNDIVI 3/12	DED						
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 BUYE	RAND						
All Canadian Investment Corporation c/o John McEown & Assoc Ltd. (Monitor) AS SELLER AND COV	/ERING						
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS: THE FOLLOWING SUBJECT CONDITIONS HAVE BEEN WAIVED OR DECLARED FULFILLED:	ZITITO						
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 investigations set out in this clause 3.1	all						
The foregoing conditions precedent are for the Buyer's sole benefit and may be waived, unilaterally by the Buyer, at the Buyers election 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	i. If the or effect,						
All terms and conditions of the contract remain the same and in full effect. Time shall remain of the essence.							
— DocuSigned by:							
X WITNESS Thomas Lawe MacDonald PRINT NAME PRINT NAME							
X SA BUYER PRINT NAME							
X WITNESS SELLER SELLER All Canadian Investment Corpor	ation						
X WITNESS SELLER SELLER SERVICES SELLER SERVICES OF John McEown & Assoc Ltd. (Mo	nitor)						

*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 "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. VON 3A0 Tel: 604-885-2122 Fax: 604-885-410+



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 \$1.0

\$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

-

Baths

5

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

Register with BC Assessment



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties