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SUPREME COURT SCHEDULING



**Court file 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

AND

IN THE MATTER OF ALL CANADIAN INVESTMENT CORPORATION

(the "Petitioner")

MONITOR'S THIRTIETH REPORT TO COURT

February 16, 2022

McEown and Associates Ltd.

Monitor appointed in the
Companies' Creditors Arrangement Act proceedings of
All Canadian Investment Corporation

**Suite 110 – 744 West Hastings Street
Vancouver, B.C. V6C 1A5**

TABLE OF CONTENTS

A. INTRODUCTION	3
B. DISCLAIMER AND TERMS OF REFERENCE	4
C. COURT APPLICATIONS AND ORDERS GRANTED SINCE AUGUST 2021.....	5
D. ACTIVITIES OF THE PETITIONER AND MONITOR SINCE AUGUST 23, 2021 ...	6
E. ACTUAL CASH RECEIPTS AND DISBURSEMENTS.....	9
F. PETITIONER’S ORDERLY WIND-DOWN OF THE BUSINESS.....	11
G. CENSORIO PERSONAL BANKRUPTCY	18
H. BRITISH COLUMBIA SECURITIES COMMISSION	19
I. BDO PROCEEDINGS	22
J. UPDATED ESTIMATE OF RECOVERY TO STAKEHOLDERS.....	23
K. CONCLUSIONS AND RECOMMENDATIONS	25

Appendices

- A. November 12, 2021 Order of Mr. Justice Walker, granting Petitioner immediate conduct of sale**
- B. Affidavit of Kyle Wilson excluding Exhibits**
- C. Petitioner’s Application to approve sale of Sperling property**
- D. Monitor’s Affidavit in support of the sale of Sperling property**

A. INTRODUCTION

1. This report (the “**Thirtieth Report**”) is filed by McEown and Associate Ltd. (“**McEown**”) in its capacity as monitor (the “**Monitor**”) appointed in a proceeding commenced on November 8, 2017 by All Canadian Investment Corporation (the “**Petitioner**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.-36, as amended (the “**CCAA Proceedings**”).
2. The purpose of the Thirtieth Report is to provide the Court and stakeholders with an update on the CCAA Proceedings since the Monitor’s 29th Report dated August 23, 2021.
3. This report will cover the following:
 - a) court Orders granted;
 - b) activities of Petitioner and Monitor since the Monitor’s 29th Report dated August 23, 2021;
 - c) actual Cash Flow Statement from November 27, 2017 to January 31, 2022;
 - d) update on the Petitioner’s orderly wind-down of the business;
 - e) Censorio personal bankruptcy;
 - f) litigation by the British Columbia Security Commission (“**BCSC**”) against ACIC and Don Bergman;
 - g) BDO Matter;
 - h) estimated recovery to stakeholders; and
 - i) the Monitor’s conclusions and recommendations.

B. DISCLAIMER AND TERMS OF REFERENCE

4. Except as specified, in preparing this report the Monitor has obtained and relied upon unaudited, draft and/or internal information has been compiled from the Petitioner's books and records. Where available, the Monitor has reviewed external records and documentation including post-filing banking records, corporate searches and financial statements.
5. Except as otherwise described in this report:
 - a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook; and
 - b) the Monitor has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.
6. This Report have been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.

C. COURT APPLICATIONS AND ORDERS GRANTED SINCE AUGUST 2021

7. On application by the Petitioner dated January 20, 2022, Mr. Justice Walker ordered that the stay of proceedings be extended from January 21, 2022 to January 20, 2023.
8. Copies of the Notice of Application and Order granted are available on the Monitor's website at <https://www.mceownassociates.com/all-canadian-investment-corporation> or upon request.

**D. ACTIVITIES OF THE PETITIONER AND MONITOR SINCE
AUGUST 23, 2021**

Petitioner's activities

9. Since the date of the Monitor's 29th Report the activities of the Petitioner, as represented by its legal counsel, include the following:
- a) commencing foreclosure proceedings in respect to the Sperling loan, secured an *order nisi* and ancillary orders, issuing notices of assignment of rents to tenants at the Sperling property, filing application seeking approval of sale scheduled for February 17, 2022 and facilitating the sealed bid process in accordance with Covid-19 Notice No. 31;
 - b) reviewing various issues relating to the bankruptcy of Mr. Peter Censorio and potential options for recovery outside the bankruptcy;
 - c) commencing foreclosure proceedings in respect to the Buchmann loan, attended hearings and related matters. Reasons for judgment are presently reserved to March 2022;
 - d) sourcing information for the purposes of the priority dispute with respect to the proceeds of sale from the Agnes & Elliot foreclosure;
 - e) various attendances with respect to the potential resolution of issues relating to the Meridian loan including investigations with respect to security located in Saskatchewan, potential realization options and proposal received from counsel relating to shareholdings held, in trust, for the Petitioner;
 - f) preparing application materials and attending on the application for extension of the stay of proceedings on January 20, 2022;
 - g) providing further information to the Monitor, on request, with respect to the Loan Portfolio;

- h) attending to conduct of other lawsuits seeking recovery of funds advanced by the Petitioner; and
- i) attendances with respect to the regulatory proceedings commenced by the British Columbia Securities Commission.

Monitor's activities

10. Since the date of the Monitor's 29th report, the activities of the Monitor amongst other things, include following:

- a) communicating with the realtors, Petitioner's legal counsel and the Monitor's counsel regarding the listing of the Sperling Property pursuant to an Order for conduct of Sale made in foreclosure proceedings, reviewing offers received, accepting an offer on behalf of Petitioner, preparing materials for Court approval of the accepted offer;
- b) correspondence and discussions with creditors regarding the status of the estate realisation and expected timing of next distribution;
- c) meetings and discussions with legal counsel regarding various legal actions that have been commenced against borrowers and Mr. Bergman;
- d) correspondence and discussions regarding the foreclosure proceeding commenced by the Petitioner with respect to the Sperling mortgage;
- e) arranging for the collection of rents from the tenants of the Sperling Property and payment of expenses;
- f) correspondence and discussions regarding the Phase II environmental assessment of the Sperling property and estimated remedial costs;
- g) correspondence and discussions regarding the regulatory proceedings commenced by the British Columbia Securities Commission against the Petitioner and Mr. Bergman;

- h) attending the meeting of Creditors with respect to a Proposal filed by Peter Censorio pursuant to the provisions of the *Bankruptcy and Insolvency Act* and subsequent correspondence and discussions with the trustee of Peter Censorio and possible recovery options including family trusts;
- i) receiving and disbursing funds on behalf of the Petitioner and maintaining the accounting records of these transactions;
- j) pursuing enquiries regarding the possibility of selling tax losses of the Petitioner;
- k) communicating with the Petitioner's stakeholders and responding to their enquiries and updating the Monitor's website; and
- l) preparing the Monitor's 30th Report to the Court in the CCAA Proceedings.

E. ACTUAL CASH RECEIPTS AND DISBURSEMENTS

11. The Actual Cash Flow from November 27, 2017 to January 31, 2022 can be summarized as follows:

Actual Cash Inflows

Interest Payments		\$ 204,854
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Recovery from Mortgagees

▪ Mendes	75,000	
▪ Otter	425,000	
▪ Chisa Holdings	35,000	
▪ Grant Manor	600,000	
▪ Wayne Blair	16,318	
▪ Karl Buchmann	155,082	
Stonewater Motel	1,317,897	
Altezza	1,241,194	3,865,491

Recovery from Sale of Real Properties

Sale of Lee Road Property	375,891	
Sale of Lot 5	679,638	
Sale of Lot 137 Lee Road	69,209	
Sale of 4153 Packalen	781,447	
Sale of Lot 4	579,971	2,486,156

DIP Financing Proceeds	1,500,000	
Accounts Receivable (AFDI)	91,796	
Miscellaneous Refund	<u>10,000</u>	

Total Cash Inflows \$ 8,158,297

Actual Cash Outflows

Operations

Management Fees	\$ 450,762
Bank Charges	2,330
Bond Premiums	6,000
Auditor Fees	30,017
Environmental Consultant Fees	39,658
Monitor's Fees/Disbursements	653,284
Legal Fees/Disbursements (Monitor's counsel)	263,890
Legal Fees/Disbursements (Petitioner's counsel)	925,030
Appraisal Fees	14,866
DIP Loan Fees & Expenses	211,200
DIP Loan Interest	137,370
Property Taxes & Utilities	23,462
Other Miscellaneous Expense	<u>8,379</u>
	2,766,248

Secured Debt Repayments

DIP Loan	1,613,304
Van Maren Financial	554,512
Fisgard Capital	<u>1,386,575</u>
	3,554,391

Unsecured Debt Repayments

Interim Dividend Creditors	1,684,207
Interim Dividend BDO (Held in Trust by Monitor)	<u>15,793</u>
	1,700,000

	Total Cash Inflows	8,158,297
	Total Cash Outflows	<u>8,020,639</u>
Net Cash Inflows (outflows)		137,658
Opening Cash Position		<u>69,134</u>
Closing Cash Position		<u>\$ 206,792</u>

F. PETITIONER'S ORDERLY WIND-DOWN OF THE BUSINESS

12. The Monitor provides the following update on progress made with respect to the recovery on the Petitioner's loan portfolio since the date of the Monitor's 29th Report.

Sperling Loan (Censorio company)

13. In order to control the sale process for the Sperling property, and in light of the uncertainty regarding Mr. Censorio's ability to continue as a director following his personal bankruptcy, the Monitor instructed counsel for the Petitioner to commence foreclosure proceedings with respect to the Sperling property.
14. On November 12, 2021, pursuant to an order of Mr. Justice Walker, the Petitioner was granted immediate conduct of sale a copy of which is attached as "**Appendix A**" hereto.
15. The Monitor, on behalf of the Petitioner, entered into a listing agreement on November 29, 2021 with Cushman Wakefield with a list price of \$7,250,000.
16. The marketing efforts of Cushman Wakefield resulted in four offers being received, the highest of which was \$7,100,000. The details of the listing and marketing of the Sperling property are outlined in the Affidavit of Kyle Wilson, a copy of which is attached as "**Appendix B**" hereto excluding exhibits which are available upon request to the Monitor.
17. The Monitor is satisfied that the property has been adequately exposed to the market and after review and consideration of the offers received (ranging from \$3,500,000 and \$7,100,000), the Monitor accepted the highest offer.
18. The Petitioner's application to approve the sale is attached as "**Appendix C**" and the Monitor's Affidavit in support of the sale is attached as "**Appendix D**" hereto.

19. The hearing to approve the sale of the Property is scheduled to be heard by Mr. Justice Walker at 9:00 am on February 17, 2022 and a sealed bid process in accordance with Covid-19 Notice No. 31 is occurring.

Other Loans

Buchmann Loan

20. The Buchmann loan was made shortly prior to the commencement of the CCAA proceedings to finance the acquisition of a mortgage interest over certain lands and premises located in Salmon Arm. The amount currently owed to the Petitioner is approximately \$435,000 before legal fees and disbursements.
21. The Petitioner holds a mortgage over a mortgage registered against vacant lands located in Salmon Arm. On December 14, 2021, the Petitioner has brought an application for *order nisi* of foreclosure and related relief.
22. Mr. Buchmann has opposed the relief sought alleging, among other things, that:
- a) the Petitioners application is an abuse of process;
 - b) the registered mortgage document is a “**fraud and forgery**”; and
 - c) the loan advance from the Petitioner was subject to a separate Co-Owner Agreement between Mr. Buchmann, Mr. Bergman and ACIC CJ Properties Ltd., a company which the Monitor understands is associated with Mr. Bergman.
23. The Co-Owner Agreement purports to have been executed on October 11, 2018 (after the Initial Order was made in these proceedings) and was not authorized by the Monitor.
24. Madam Justice Donegan has reserved her decision in the Petitioner’s proceedings and reasons for judgment are expected to be released in early March 2022.
25. In the event that the Petitioner’s foreclosure proceedings succeed the Monitor expects full recovery on the Buchmann Loan and given the allegations of fraud and abuse of process, an order for special costs has been requested. The timeframe for

recovery will be determined by the proceedings and the real estate market in Salmon Arm where the development property which the mortgage is registered against is located.

ACIC Financial Development Inc. Loan (“AFDI Loan”)

26. The AFDI Loan arose as a result of a debt restructuring described in Mr. Bergman’s 6th Affidavit dated June 7, 2018. AFDI is a company controlled by Mr. Bergman.
27. The security that the Petitioner “**received**” as part of the restructuring of the AFDI Loan, was a 37.5% beneficial interest in a real estate joint venture with Seamount Investments Ltd. purportedly held in trust for its benefit. Enquiries previously made by the Monitor with Mr. Bergman indicated that the joint venture owns five rental complexes in Alberta.
28. The restructuring also involved the transfer to AFDI of two promissory notes due to the Petitioner from individuals. The Monitor was previously advised by Mr. Bergman that the transfers were necessary so that the Petitioner continued to be in compliance with the lending requirements of a mortgage investment corporation. Under the term of the restructuring, AFDI became contractually responsible for the amount due and owing.
29. Although Mr. Bergman advised the Monitor that the joint venture was looking at refinancing and/or a sale of real property to provide funds to repay the loan, there has been no discernible progress to date. The Monitor has instructed counsel to make enquires regarding the joint venture but has experienced difficulties in locating any information or documentation relating to it. The Monitor has significant concerns regarding the information provided by Mr. Bergman relating to the joint venture or the availability of any interest to satisfy the outstanding indebtedness.

30. The Monitor commenced proceedings (in the name of the Petitioner) against AFDI in which it advanced a variety of claims including for recovery of the monies owed to the Petitioner under the AFDI Loan. Default judgment has been granted for an amount totaling approximately \$2.4 million, being the amount due and owing under the AFDI Loan. The Monitor conducted an examination in aid of execution of Mr. Bergman as a representative of AFDI on April 16, 2021. Numerous requests for documents and information were made at the examination but Mr. Bergman has not responded. By Court Order dated Sept 1, 2021, AFDI and Mr. Bergman were ordered to produce the documents and answer the outstanding questions from the examination in aid of execution within 14 days of the Order. As of this date, neither AFDI nor Mr. Bergman has complied with the Order.

Claim against Mr. Bergman/AFDI

31. In addition to pursuing recovery of the AFDI Loan, the proceedings commenced by the Monitor (in the name of the Petitioner) also include claims in negligence and for breach of the management contract between the Petitioner and AFDI. Default judgment has been entered against AFDI for those claims with damages to be assessed.
32. Mr. Bergman, through his then counsel, has filed a response to civil claim denying the allegations made against him in his personal capacity. As at the date of this report Mr. Bergman no longer has counsel and is acting on his own behalf.

Michael Lensen Loan

33. The Michael Lensen loan is a personal loan which was advanced by the Petitioner in 2010. The amount currently owed to the Petitioner is approximately \$775,000 and the Petitioner does not have mortgage security securing the loan.
34. A Notice of Civil Claim was served on Michael Lensen on October 9, 2019. Mr. Lensen was initially self represented but subsequently retained counsel.
35. Mr. Lensen subsequently retained counsel who produced documents on Mr. Lensen's behalf, together with an affidavit responding to a summary trial application filed by the Petitioner (the "**Lensen Application**").
36. The Petitioner has located documentation responding to the documents produced by Mr. Lensen and intends to reschedule the Lensen Application shortly. Based on the information available, the Monitor is of the view that the debt sought in the proceedings is likely due and owing but the Monitor does not presently have sufficient information relating to the debtor's financial circumstances to determine the likely extent of recovery in the event that judgment is granted

Ron Weninger Loan

37. The Ron Weninger Loan is a personal loan advanced by the Petitioner in 2013. Ron and his wife Elfrieda Weninger entered into a written loan restructuring agreement in 2014 regarding the Ron Weninger Loan. The amount currently owed to the Petitioner is \$150,000 together with interest. Ron Weninger has never made a payment on this loan.
38. Ron Weninger is also a preferred shareholder of the Petitioner who invested \$200,000.
39. At the request of the Monitor the Petitioner's counsel commenced proceedings against Ron and Elfrieda Weninger (the "Weningers").

40. The Weningers have filed a Response to Civil Claim in which they deny being indebted to the Petitioner, essentially claim that they were misled by representatives of the Petitioner and are entitled to set off their preferred shareholding investment against the loan. The Weningers were initially self represented but have now retained counsel.
41. The Petitioner has prepared summary trial materials with a view to a potential summary disposition of the claim.

Wayne Blair Loan

42. The Wayne Blair Loan is a personal loan advanced by the Petitioner in 2016.
43. The Petitioner advanced a total of \$35,000 to Wayne and Barb Blair in 2016. Wayne and Barb Blair have repaid approximately \$20,000 of this sum. The loan amount currently due is approximately \$7,000 which the Monitor expects to recover.

Meridian Resource Accommodations Inc. loan

44. On December 29, 2014, ACIC entered into a loan agreement with Meridian Resource Accommodations Inc. (“**Meridian**”). As a term of the loan agreement, and as security loan, Meridian provided a mortgage to ACIC over certain property located in Saskatchewan.
45. A mortgage was drafted and registered against title to the Saskatchewan property on December 22, 2014 and funds were advanced to Meridian as follows:
 - a) October 30, 2014: \$40,000.00;
 - b) November 28, 2014: \$100,000.00;
 - c) December 2, 2014: \$100,000.00;
 - d) March 26, 2015: \$120,000.00;
 - e) November 25, 2015: \$50,000.00;
 - f) December 7, 2017: \$50,000.00; and
 - g) August 25, 2017: \$250,000.00.

46. On instructions from the Monitor proceedings were commenced by counsel for the Petitioner. Meridian has defended the proceedings on the basis that the mortgage registered against title is a “**no recourse mortgage**” as a result of which, ACIC’s recovery and recourse will be limited to Meridian’s right, title and interest in the mortgaged property.
47. New counsel for Meridian has recently been retained and is in discussions with the Petitioner and the Monitor regarding the potential settlement of these proceedings together with the sale of shares in a related company which are held on trust for the Petitioner. The Monitor is making inquiries regarding certain tax losses which may be available from that company together with its financial circumstances.

Agnes & Elliot foreclosure proceedings

48. The Petitioner commenced foreclosure proceedings with respect to certain strata lots secured by way of mortgage. An *order nisi* was granted against the borrower company and the Petitioner was granted conduct of sale.
49. The properties which were subject to the mortgage have now been sold by court order, and the funds realized from the sales (\$2,082,753.03) have been paid into court (the “**Sale Proceeds**”).
50. The Petitioner’s ability to recover the Sale Proceeds is subject to the determination of a priority dispute between the petitioner and the CRA which claims an interest in those monies as a result of an outstanding GST liability of the borrower company. It is anticipated that application materials for the purposes of resolving the priority dispute will be filed shortly.

G. CENSORIO PERSONAL BANKRUPTCY

51. As previously reported, a significant portion of the Loan Portfolio were advances made to corporate entities related to Mr. Peter Censorio. The advances were subject to personal guarantees made by Mr. Censorio and there are significant shortfalls on those loans.
52. On June 28, 2021 Mr. Censorio filed a Notice of Intention to Make a Proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act*. Crowe Mackay was appointed proposal trustee and Mr. Censorio subsequently filed a proposal (the “**Censorio Proposal**”). The Petitioner is the largest unsecured creditor of Mr. Censorio. At the meeting of creditors held on August 24, 2021 to vote on the Censorio Proposal the proposal was voted down and Mr. Censorio was deemed to have made an assignment into bankruptcy on August 24, 2021.
53. Mr. McEown, as representative for the Monitor, agreed to and was appointed an Inspector in the Mr. Censorio’s estate. A representative of Bancorp, another significant creditor of Mr. Censorio, also was appointed as an Inspector.
54. At the request of the Inspectors, both Mr. and Mrs. Censorio are being examined in accordance with the provisions of the *Bankruptcy and Insolvency Act*, the primary purpose of which is to better understand certain Trusts that appear to hold all of the assets of Mr. Censorio and his property development companies. As the Trustee had no funds in the estate to pay for the cost of the examinations, the Monitor agreed to provide a \$5,000 to cover the Trustee’s involvement in organizing the examinations and Bancorp agreed to fund the legal fees for the lawyer conducting the examination.
55. At the completion of the examinations and further documentary discovery the Monitor expects the Trustee to report on the likelihood of any potential recovery of assets from the Censorio Trusts (or elsewhere) in order to satisfy Mr. Censorio’s unsecured debts.

H. BRITISH COLUMBIA SECURITIES COMMISSION

56. On March 8-14, 2021 the Notice of Hearing issued by the BCSC proceeded to hearing. In accordance with the directions made March 4, 2021 the Petitioner submitted the Agreed Statement of Facts to the Panel at which time counsel was granted leave by the Panel to leave the hearing.
57. In the Findings the Panel determined that:
- a) ACIC made misrepresentations contrary to s.50(1)(d) of the *Securities Act* and made false or misleading statements in documents required to be filed under the Act, contrary to s.168.1(1)(b); and
 - b) Mr. Bergman authorized or permitted and acquiesced in ACIC's contraventions of the Act and, by operation of s.168.2(1), contravened the same provisions as ACIC.
58. Submissions were subsequently filed by the parties, including counsel for the Petitioner, in relation to the issues of Sanction. On January 31, 2022 the BCSC issued its Sanctions Decision. In accordance with an agreement reached (with the approval of the supervising judge) the Executive Director did not pursue monetary sanctions against the Petitioner and the orders made against it were as follows:
- a) a permanent prohibition, under section 161(1)(b)(ii) from trading in or purchasing any securities or derivatives;
 - b) a permanent prohibition, under section 161(1)(d)(iii) from becoming or acting as a registrant or promoter; and
 - c) a permanent prohibition, under section 161(1)(d)(v) from engaging in promotional activities by or on behalf of an issuer, security holder or party to a derivative, or another person that is reasonably expected to benefit from the promotional activity.
59. No monetary sanctions were made against the Petitioner.

60. The following orders were made against Mr. Bergman:
- a) under section 161(1)(d)(i), Bergman resign any position he holds as a director or officer of an issuer or registrant;
 - b) Bergman is prohibited for the later of 15 years and the date the amount set out in subparagraph (c) below is paid:
 - i. under section 161(1)(b)(ii), from trading in or purchasing any securities or derivatives, a specified security or derivative or a specified class of securities or class of derivatives, except that he may trade and purchase securities or derivatives for his own account (including one RRSP account, one TFSA account and one RESP account), through a registered dealer or registrant, if he gives the registered dealer or registrant a copy of this decision;
 - ii. under section 161(1)(c), from relying on any of the exemptions set out in this Act the regulations or a decision;
 - iii. under section 161(1)(d)(ii), from becoming or acting as a director or officer of any issuer or registrant;
 - iv. under section 161(1)(d)(iii), from becoming or acting as a registrant or promoter;
 - v. under section 161(1)(d)(iv), from advising or otherwise acting in a management or consultative capacity in connection with activities in the securities or derivatives markets;
 - vi. under section 161(1)(d)(v), from engaging in promotional activities by or on behalf of an issuer, security holder or party to a derivative, or another person that is reasonably expected to benefit from the promotional activity;
 - vii. under section 161(d)(vi), from engaging in promotional activities on Bergman's own behalf in respect of circumstances that would reasonably be expected to benefit Bergman; and
 - c) Bergman pay the commission an administrative penalty of \$130,000 under section 162 of the Act.

61. The Monitor's counsel has written to the BCSC requesting that no funds be released to Mr. Bergman and that any funds in excess of the administrative penalty of \$130,000 that may be collected by the BCSC be made available to the Monitor for distribution to the Stakeholders.

I. BDO PROCEEDINGS

62. After the granting of the Initial Order in these proceedings Mr. Bergman caused, without the Monitor's knowledge, proceedings to be commenced in the Petitioner's name against its former auditors BDO Canada LLP. Mr. Bergman was subsequently joined in his personal capacity as third party by BDO.
63. On November 23, 2018 an order was made requiring the Petitioner to tender security for costs in the amount of \$132,042 in the BDO proceedings ("Security"). After the court and the Monitor became aware of the BDO proceedings they have been prosecuted (by Shields Harney LLP) on the basis that the Petitioner would not fund the legal costs of the proceedings or the Security.
64. The Security was deposited in trust with Shields Harney LLP and until recently, the Monitor had no information relating to the source of those funds. Based on the inquiries made by the Monitor, there has been little progression in the proceedings.
65. On or about January 24, 2022 Shields Harney LLP delivered a notice of intention to withdraw as lawyer for the Petitioner and Mr. Bergman. BDO has filed an objection which the Monitor understands primarily relates to where the Security will be posted in the event that counsel withdraws.
66. The Monitor has instructed counsel for the Petitioner to undertake preliminary discussions with counsel relating to the proceedings as a whole and the Security. Although the Monitor does not have any direct knowledge of the source of the Security, documentation filed in the Buchman foreclosure proceedings suggest that the Security may have been funded, in part, by Mr. Buchman. The Monitor is continuing to make inquiries with respect to the Security but at no time was it funded by monies realized in these proceedings.

J. UPDATED ESTIMATE OF RECOVERY TO STAKEHOLDERS

67. The Monitor, based on its estimated realization from the sale of the real properties and recovery on the loan portfolio, presently estimates the recovery to the stakeholders as follows:

	<u>Low</u>	<u>High</u>
Current Cash on Hand	\$206,000	\$206,000
Projected Cash Inflows		
Sperling Property (net of Mortgage payout)	\$4,800,000	\$5,500,000
Agnes & Elliott Loans (funds in Court)	2,082,000	2,082,000
Other Loans	<u>500,000</u>	<u>1,000,000</u>
	\$7,382,000	\$8,582,000
Projected Cash Outflows		
Restructuring Fees & Disbursements	\$ 200,000	\$ 300,000
GST Liability (Agnes & Elliot)	<u>2,082,000</u>	<u>-</u>
	2,282,000	\$ 300,000
Estimated Net Recovery	<u>\$5,306,000</u>	<u>\$8,488,000</u>

68. The Monitor estimates the recovery to the stakeholders, based on the above estimated net recovery as follows:

	<u>Low</u>	<u>High</u>
Creditors (full payment)	\$2,900,000 (100%)	\$2,900,000 (100%)
Preferred Shareholders	2,406,000 (6.5%)	5,588,000 (15.0%)

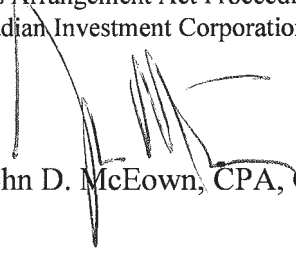
69. The above recovery analysis does not include the potential recovery from personal or corporate guarantees.

K. CONCLUSIONS AND RECOMMENDATIONS

70. The Petitioner continues to make progress in liquidating the assets of the Petitioner under the management and direction of the Monitor.
71. Subject to the Court's approval of the Sperling property sale, the Petitioner will complete the sale and use the net sale proceeds to pay the creditors in full including interest at 5% and make an interim distribution to the preferred shareholders.

DATED at the City of Vancouver, British Columbia, this 16th day of February, 2022.

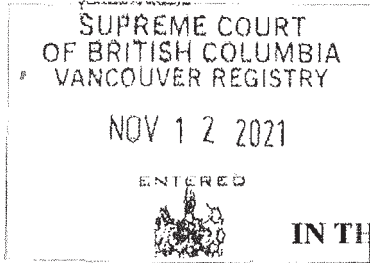
McEown and Associates Ltd.
Monitor Appointed in the Companies'
Creditors Arrangement Act Proceedings of
All Canadian Investment Corporation



Per: John D. McEown, CPA, CA, CIRP, LIT

APPENDIX A

**November 12, 2021 Order of Mr. Justice Walker,
Granting Petitioner Immediate Conduct of Sale**



No. S217648
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PETITIONER

AND:

CENSORIO GROUP (HASTINGS & SPERLING) HOLDINGS LTD.,
CENSORIO GROUP (AGNES & ELLIOT) LTD., CENSORIO DEVELOPMENT
CORPORATION, THE BANK OF NOVA SCOTIA, JOHN DOE, JANE DOE, and
ABC CORPORATION

RESPONDENTS

**ORDER MADE AFTER APPLICATION
(ORDER FOR CONDUCT OF SALE)**

THE HONOURABLE

BEFORE MR. JUSTICE WALKER) THE 12TH DAY OF NOVEMBER, 2021
)
)

ON THE APPLICATION of the Petitioner, All Canadian Investment Corporation coming on for hearing at Vancouver, British Columbia on the 12th day of November, 2021 and on hearing Jeremy D. West, counsel for the Petitioner, and Mishaal Gill, counsel for the Bank of Nova Scotia, by MS Teams, and no-one else appearing, although given notice in accordance with the Supreme Court Civil Rules, and on reading the materials filed herein:

THIS COURT ORDERS that:

1. A mortgage and assignments of rents dated October 17, 2014 which was registered in the New Westminster Land Title Office on April 12, 2018 under numbers CA6733451 and CA6733452 (the "Sperling & Hastings Loan") is a mortgage and assignment of rents charging the following lands and premises:

ALL AND SINGULAR those certain parcels or tracts of land and premises lying and being in the city of Burnaby, in the Province of British Columbia, more particularly known and described as:

PARCEL IDENTIFIER: 003-279-821

LOT 9 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 1323

PARCEL IDENTIFIER: 003-279-839

LOT 10 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 1323

(collectively, the “Lands”)

2. A mortgage dated April 18, 2019 which was registered in the New Westminister Land Title Office on August 15, 2019 under number CA7689370 (the “Development Loan”) is a mortgage charged to the Lands.
3. The Sperling & Hastings Loan and the Development Loan rank in priority to the interests in the Lands of the Respondents and their heirs, executors, administrators, successors, and assigns and all persons claiming by, through or under them other than the registered lease in favour of the Bank of Nova Scotia registered against title to the Lands under *Land Title Act* Registration number BY83602 (the “BNS Lease”).
4. The Respondents, Censorio Group (Hastings & Sperling) Holdings Ltd., Censorio Group (Agnes & Elliot) Ltd., and Censorio Development Corporation, as mortgagors, have made default under the Sperling & Hastings Loan and the Development Loan.
5. The last date for redemption shall be November 13, 2021 (the “Redemption Date”).
6. The Petitioner shall have exclusive conduct of sale and shall be at liberty forthwith to list the Lands at prices determined by the Petitioner in its sole discretion, for a period commencing forthwith until further Order of the Court, and shall be at liberty to pay to any such real estate agent or firm who may

arrange a sale of the Lands such commission (not exceeding 3%) as may be agreed by the Petitioner with such realtor.

7. Any sale shall be subject to the approval of the Court unless otherwise agreed to in writing by all parties.
8. Any person or persons in possession of the Lands, any tenant or tenants, shall, after service of this Order, permit any duly authorized agent of the Petitioner to inspect or appraise the Lands and show the interior thereof to prospective purchasers between the hours of 8:00 a.m. and 8:00 p.m. on any day including Saturdays, but excluding Sundays and statutory holidays.
9. The amount of money required to redeem the Lands is the sum of \$9,658,815.90 as at November 12, 2021 together with interest at the rate of 12% per annum calculated in accordance with the terms of the Sperling & Hastings Loan and the Development Loan, to accrue until the Lands are redeemed or sold (the "Amount Required to Redeem").
10. Upon the Respondents, or any of them paying into the Vancouver Registry of this court at 800 Smithe Street, Vancouver, British Columbia, or to the solicitors for the Petitioner, the Amount Required to Redeem before pronouncement of an order absolute or an order approving a sale of the Lands, then the Petitioner shall reconvey the Lands free and clear of all encumbrances in favour of it or by any person claiming by, through or under it, and shall deliver up all documents in the Petitioner's custody relating to the Lands to the Respondent or Respondents who made payment.
11. If the Lands are not redeemed, the Petitioner shall be at liberty to apply for an order absolute and upon pronouncement of an order absolute then the Respondents and the heirs, executors, administrators, successors and assigns of the Respondents and all persons claiming by, through or under them shall thenceforth stand absolutely debarred and foreclosed of and from all right, title, interest and equity of redemption in or to the Lands, other than the BNS Lease,

and shall immediately deliver to the Petitioner vacant possession of the Lands other such portions of the Lands subject to the BNS Lease.

12. The Respondents, Censorio Group (Hastings & Sperling) Holdings Ltd., Censorio Group (Agnes & Elliot) Ltd., and Censorio Development Corporation shall pay to the Petitioner, jointly and severally, the sum of \$9,658,815.90 plus the Petitioner's costs of this proceeding.

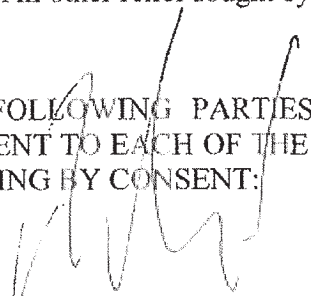
13. The Petitioner is at liberty to apply to this court for a further summary accounting of any amounts that are due to the Petitioners pursuant to the Sperling & Hastings Loan and the Development Loan, before or after the date of pronouncement of this order, and for an order varying the Amount Required to Redeem accordingly.

14. The costs of and in connection with this proceeding to date are awarded to the Petitioner at Scale A with the Scale of further costs to be determined by the Court, and the costs of the proceeding to date and any further costs so ordered shall be added to the Amount Required to Redeem.

15. Endorsement of this Order by counsel for the Bank of Nova Scotia is dispensed with.

16. All other relief sought by the Petitioner is adjourned generally.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Jeremy D. West
Counsel for the Petitioner

By the Court



Registrar



APPENDIX B

Affidavit of Kyle Wilson Excluding Exhibits



This is the 1st Affidavit of
Kyle Wilson in this case and
was made on the 4th day of February, 2022.

No. S217648
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PETITIONER

AND:

CENSORIO GROUP (HASTINGS & SPERLING) HOLDINGS LTD.,
CENSORIO GROUP (AGNES & ELLIOT) LTD., CENSORIO DEVELOPMENT
CORPORATION, THE BANK OF NOVA SCOTIA, JOHN DOE, JANE DOE, and
ABC CORPORATION

RESPONDENTS

AFFIDAVIT

I, Kyle Wilson, of 700 – 700 West Georgia Street, Vancouver, British Columbia, realtor,
SWEAR THAT:

1. I am an associate Vice President in the Commercial Sales & Leasing Department of Cushman & Wakefield ULC, the real estate agents retained by All Canadian Investment Corporation (“ACIC”), the seller of the properties located at 6715 and 6735 Hastings, Burnaby, British Columbia, 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. I am a licensed realtor and have over 15 years of experience in selling and leasing retail investment and mixed-use development sites in the Burnaby market. I am the listing realtor for the property and have been working with Mr. Craig Haziza who has over 30 years of experience specializing in commercial investment property and mixed-use development sites.

3. Attached as **Exhibit "A"** is a copy of the Land Title Office Title Searches dated February 2, 2022 for the lands and premises described as:

PARCEL IDENTIFIER: 003-279-821

LOT 9 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN 1323

PARCEL IDENTIFIER: 003-279-839

LOT 10 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN 1323

(collectively, the "**Lands**").

4. The Lands are commercial properties comprised of two rectangular shaped legal lots with a gross site area of 17,976 square-feet located in Burnaby with a civic address of 6715 and 6735 Hastings Street, Burnaby, British Columbia.
5. The zoning for the Lands is in accordance with the Lochdale Plan. I have made inquiries with the City of Burnaby and have been advised that the zoning provisions of the Lochdale Plan are in the process of a preliminary review which may lead to increasing density. However, there is no certainty that the zoning will be changed and, if it ultimately is, when that will occur.

Listing/marketing history

6. Attached as **Exhibit "B"** is a copy of the multiple listing contract for the Lands between ACIC and Cushman & Wakefield.
7. Prior to entering into the listing agreement with ACIC, Mr. Haziza and I were working with the registered owner, through its representative Mr. Peter Censorio, to try and sell the Lands. Initially we assisted Mr. Censorio without a formal listing agreement in place and as described in my marketing an offer report we were involved in a number of offers and counter offers. On March 15, 2021, a formal listing agreement was entered into with the registered owner.

8. Attached as **Exhibit "C"** is a copy of a marketing and offer report which I prepared regarding the Lands. The information and statements contained in this report are true to the best of my knowledge and belief, although some of the dates listed therein are approximate.
9. During our marketing of the Lands we identified the property as both an investment and development opportunity. Although the proposed amendments to the Lochdale Plan have not been approved we emphasized the potential increase in density.

Environmental

10. During our involvement with the Lands we became aware of potential environmental issues. Attached as **Exhibit "D"** is a copy of a Preliminary Site Investigation report dated February 21, 2012, prepared by D. Kelly Environmental Consulting Ltd. regarding the Lands. The report concludes that it is recommended that a Phase II report be done.
11. We recommended to the registered owner that further investigations were conducted in respect to the environmental issues as in our experience outstanding environmental issues create significant uncertainty for potential purchasers and affect both the level of interest and value of the offers which might be presented. At the time, with the consent of the registered owner, we were also in contact with Mr. McEown who I understand to be the court appointed monitor of ACIC. Ultimately, we recommended to Mr. McEown that further environmental reports were secured.
12. Attached as **Exhibit "E"** is a copy of the Environmental Site Assessment report dated August, 2021 prepared by Envision Environmental regarding the Lands.
13. Attached as **Exhibit "F"** is a copy of the Estimate of Environmental Remedial Costs report dated September 8, 2021 prepared by Envision Environmental regarding the Lands.
14. The environmental remediation costs are estimated at \$340,000.

15. The environmental reports attached to my affidavit identify environmental contamination issues on the Lands and also include remedial cost estimates. As I understand it, the remedial cost estimates are based on a one level underground and commercial use. This report does not identify the costs if the development requires additional levels of underground parking.
16. During our marketing of the Lands the environmental reports and remedial cost estimates were made available to potential purchasers in a data room which we maintain. In my experience, uncertainty with respect to environmental issues is a significant concern to potential purchasers and I had a number of discussions with potential purchasers and their agents regarding the environmental issues of the property.

Contract price

17. Attached as **Exhibit "G"** is a copy of the current BC Assessment printouts for the Lands. The value of the Lands was assessed at \$4,815,000 for 2021 and \$5,448,000 for 2022.
18. The sale price for the Lands in the Contract is \$7,100,000.00 plus applicable GST. This translates into a price of approximately \$395 per square foot based on the size of the Lands (+/- 17,976 s.f.).
19. The Contract is subject free, other than court approval.
20. There are limited recent comparable sales in the market. In my view the best comparable sale for a property similar to the Lands is a property located at 4472 Hastings Street, Burnaby (the corner of Hastings and Willingdon in the Burnaby Heights neighbourhood). That property is 13,973 square-feet and sold November 17, 2021 for \$5,100,000. The property was the location of a former Imperial Oil gas station and the marketing materials indicated that there was a COC in place.
21. The corner of Hastings and Willingdon is a more established market location with zoning in place is similar to what is expected in the Lochdale plan if it is amended. The property sold for approximately \$365 p.s.f of land which would

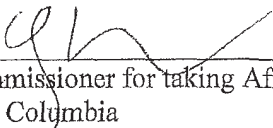
translate into a value of \$6,570,000 based on the size of the Lands. This site had multiple offers and was under contract for some time before the sale completed.

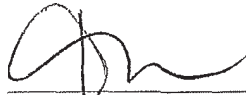
22. On April 29, 2021 a property located at 4349 Hastings St. was sold. That property is similar to the Lands in so far as it is a least commercial property. It sold for \$1,650,000 on April 29, 2021 representing approximately \$470 per square foot of land. However, the property a small fully leased medical building on a site of approximately .08 acres. In my experience, smaller buildings of this nature typically sell for higher prices as they require less significant investment and the rental returns, on a square foot basis, are often higher.

23. We believe the Contract represents the market value for the Lands. Despite the reports which were secured, there remains considerable environmental uncertainty with respect to the Lands. In addition, although there is a reasonable expectation that the Lochdale Plan may be amended to increase the density at the Lands, there is no certainty if, or when, that might occur. In my experience timing issues are particularly important to purchasers looking at properties for development purposes given the carrying costs involved.

Sealed bids

24. I have been made aware of Covid-19, Notice No. 31 Sealed Bid Procedures for Foreclosures and Other Matters Involving Sales of Land (“Sealed Bid Process”) by counsel for the petitioner. Once the application materials for approval of sale are filed I will bring the application and the Sealed Bid Process to the attention of the other interested parties.

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 4th day of February, 2022.)
)
_____)
A Commissioner for taking Affidavits within)
British Columbia)

)
_____)
KYLE WILSON

This is Exhibit "A" referred to in the
1st Affidavit of Kyle Wilson
Sworn before me at Vancouver, British Columbia
This 4th day of February, 2022


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

APPENDIX C

Petitioner's Application to Approve Sale of Sperling Property



No. S217648
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PETITIONER

AND:

CENSORIO GROUP (HASTINGS & SPERLING) HOLDINGS LTD.,
CENSORIO GROUP (AGNES & ELLIOT) LTD., CENSORIO DEVELOPMENT
CORPORATION, THE BANK OF NOVA SCOTIA, JOHN DOE, JANE DOE, and
ABC CORPORATION

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: The petitioner, All Canadian Investment Corporation

To: Censorio Group (Hastings & Sperling) Holdings Ltd.
Censorio Group (Agnes & Elliot) Holdings Ltd.
Censorio Development Corporation
The Bank of Nova Scotia
John Doe
Jane Doe
ABC Corporation

And: Their counsel

TAKE NOTICE that an application will be made by the applicant to the presiding judge or master at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on the 17th day of February, 2022, at 9:00 a.m, for the orders set out in Part 1 below.

Part 1: ORDER SOUGHT

1. Orders and declarations in the form attached as Schedule "A".

Part 2: FACTUAL BASIS

2. This is an application for an order approving sale of a property in foreclosure proceedings and a vesting order in relation to that property.

Background

3. The petitioner, All Canadian Investment Corporation (“ACIC”), is a company duly incorporated pursuant to the laws of British Columbia with an address for service of 1200-1075 West Georgia Street, Vancouver, British Columbia.
4. On November 10, 2017, ACIC was granted protection pursuant to the *Companies Creditors Arrangement Act*, R.S.C. 1985 c. C-36 in Supreme Court of British Columbia Action No. 1710393 Vancouver Registry (the “CCAA Action”).
5. On April 12, 2018 a mortgage and assignment of rents dated October 17, 2014, was registered in the New Westminster Land Title Office, under numbers CA6733451 and CA6733452 (the “Sperling & Hastings Loan”). The Sperling & Hastings Loan was between ACIC, as mortgagee, and Censorio Group (Hastings & Sperling) Holdings Ltd. (“Sperling”), as mortgagor, on title to, among other properties, the following lands and premises owned by Sperling:

PARCEL IDENTIFIER: 003-279-821

LOT 9 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 1323

PARCEL IDENTIFIER: 003-279-839

LOT 10 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 1323

(collectively, the “Lands”)

6. On August 15, 2019 a mortgage dated April 18, 2019 was registered in the New Westminster Land Title Office, under number CA7689370 (the “Development Loan”), on title to the Lands.

7. The payments required to be made pursuant to the Sperling & Hastings Loan and Development Loan are in default.
8. On August 25, 2021, ACIC filed a petition in these proceedings seeking, *inter alia*, an order nisi and one-day redemption period.

Approval of sale and vesting order

9. The Lands charged are commercial properties located in the City of Burnaby, in the Province of British Columbia. They are comprised of two rectangular shaped legal lots with a gross site area of 17,976 ft.² with a civic address of 6715 and 6753 Hastings St., Burnaby, British Columbia.
10. The Lands are presently tenanted by three businesses including the Bank of Nova Scotia which has a lease registered against title.
11. On November 12, 2021, the petitioner was granted, *inter alia*, an:
 - a. order nisi of foreclosure (the “Order Nisi”);
 - b. judgment for the sum of \$9,658,815.90 together with the addition as cost of the proceedings;
 - c. a one-day redemption period, expiring November 13, 2021; and
 - d. order for conduct of sale in respect of the Lands.
12. The Order Nisi provided that the amount required to redeem was \$9,658,815.90 plus per diem interest at the rate of 12% per annum from November 12, 2021.
13. The Lands are subject to several charges, liens, and interests, registered subsequent to the Sperling & Hastings Loan and the Development Loan including:
 - a. a certificate of pending litigation (“CPL”) no. CA6734886 registered by the petitioner, ACIC; and
 - b. a CPL no. CA9309439 registered by ACIC.

14. Pursuant to the Order Nisi, the Sperling & Hastings Loan and Development Loan rank in priority to the interests of the respondents and related parties in the Lands, other than the registered lease in favour of the Bank of Nova Scotia registered against the Lands under *Land Title Act* Registration number BY83602 (the “BNS Lease”).
15. On April 7, 2014 a Mortgage and Assignment of Rents dated April 4, 2014, was registered against title to the Lands, under number CA366578 and CA3665789, in favour of Blueshore Financial Credit Union, formerly known as North Shore Credit Union (“Blueshore”). The Blueshore mortgage ranks in priority to the petitioner’s mortgages. Blueshore is aware of the proposed sale and in the event that the sale is approved, has proposed a closing procedure involving the exchange of mortgage discharge documents in return for payment rather than by way of an order vesting the Blueshore mortgage off title to the Lands.
16. In accordance with the Order Nisi the Lands were listed for sale by Craig Haziza and Kyle Wilson of Cushman & Wakefield ULC/CAH Realty Inc. on November 29, 2021, for an original list price of \$7,250,000.00 plus GST. Prior to entering into a listing agreement with the petitioner, Cushman & Wakefield had been retained by the registered owner to market the Lands for sale
17. The Lands have an assessed value of \$4,815,000.00 as at July 1, 2020.
18. Mr. Haziza and Mr. Wilson carried out, *inter alia*, the following steps to market the Lands including:
 - a. advertising continually on cushmanwakefield.com;
 - b. advertising continually on spacelist.ca;
 - c. circulating brochures for the Lands which sent to 1,931 receipts on December 7, 2021, from the Cushman & Wakefield Investor & Developers list;

- d. sending brochure for the Lands to 146 recipients on December 16, 2021, for commercial brokers who are active in leasing or selling retail property in the Burnaby market;
 - e. arranging for the Lands to be featured the Commercial Broadcast to commercial brothers who are subscribed on January 6, 2022;
 - f. arranging for the Lands to be featured in both the January 2022 and February 2022 Western Investor publication; and
 - g. facilitating the execution of 63 confidentiality agreements by prospective purchasers and then provided access to a data room comprising relevant documents relating to the Lands.
19. The realtors have also identified and contacted a number of potential purchasers including neighbouring property owners and investors and developers active in the Burnaby market.
20. In January 2022 a request for offers was sent out to interested parties with a bid date of January 25, 2022. Four offers were received.
21. The proposed purchaser, Dack Jin Holdings Ltd., made an offer to purchase the Lands for \$7,100,000.00 with applicable GST. ACIC has accepted this offer, subject to court approval, resulting in the offer to purchase dated January 25, 2022, which is submitted for approval of the Court (the "Contract").
22. A \$500,000 deposit has been submitted by the proposed purchaser and the Contract is subject free other than court approval.

Part 3:LEGAL BASIS

23. Rules 1-3, 13-5, and 21-7 of the *Supreme Court Civil Rules* and Section 15 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253.
24. A vesting order is required to clear title in respect of the sale of the Lands. It is proposed that the balance of the proceeds of sale, after payment of priority amounts,

including the expenses of ACIC related to the completion of the sale of the Lands be distributed to ACIC as the net realized funds will be significantly less than the judgment sum granted in the petitioner's favour on November 12, 2021.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Kyle Wilson, to be sworn;
2. Affidavit #2 of John McEown sworn on the 3rd day of February, 2022;
3. Affidavit #1 of John McEown, made on the 25th day of August, 2021;
4. Affidavit #1 of Michelle Peragine, made on the 8th day of November, 2021;
5. Order Nisi of Foreclosure made on the 12th day of November, 2021 (including order for conduct of sale);
6. The pleadings and proceedings herein; and
7. Such further and other material as counsel may advise and this Honourable Court deem just.

The applicant estimates that the Application will take 30 minutes.

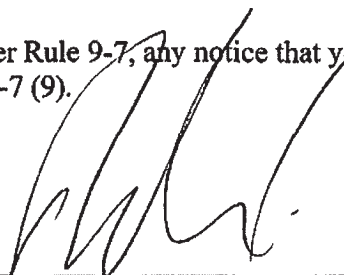
This matter is within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application:

- (a) file an application response in Form 33;
- (b) file the original of every affidavit, and of every other document, that:
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: February 3, 2022



Signature of Jeremy D. West
Counsel for the applicant

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts

Schedule "A"

No. S217648
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PETITIONER

AND:

CENSORIO GROUP (HASTINGS & SPERLING) HOLDINGS LTD.,
CENSORIO GROUP (AGNES & ELLIOT) LTD., CENSORIO DEVELOPMENT
CORPORATION, THE BANK OF NOVA SCOTIA, JOHN DOE, JANE DOE, and
ABC CORPORATION

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) THURSDAY, THE 17th DAY OF
MR. JUSTICE WALKER) FEBRUARY, 2022
)

ON THE APPLICATION of the petitioner, All Canadian Investment Corporation, coming on for hearing by MS Teams at Vancouver, British Columbia, on the 17th day of February, 2022 and on hearing Jeremy D. West, counsel for the petitioner, All Canadian Investment Corporation, and no one else appearing although duly served, and upon reading the pleadings and proceedings filed herein;

THIS COURT ORDERS AND DECLARES that:

1. The sale of the following lands and premises:

<u>PID No.</u>	<u>Legal Description</u>
003-279-821	LOT 9 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1323
003-279-839	LOT 10 BLOCK 5 DISTRICT LOT 206 GROUP 1

NEW WESTMINSTER DISTRICT PLAN 1323

(collectively, the "Lands")

to Dack Jin Holdings Ltd. (the "Purchaser") on the terms and conditions set out in the contract of purchase and sale dated January 25, 2022, between the Purchaser and All Canadian Investment Corporation, for \$7,100,000.00 plus applicable GST (the "Contract") is approved.

2. Upon filing a certified copy of this order in the New Westminster Land Title Office, together with a letter from the solicitor for the petitioner, All Canadian Investment Corporation, authorizing such registration, and subject to the terms of this Order, the Lands be conveyed to and vest in the Purchaser in fee simple, free and clear of any estate, right, title, interest, equity of redemption, and other claims of the parties, other than the Respondent, The Bank of Nova Scotia and the nonparty, Blueshore Financial Credit Union, formerly known as North Shore Credit Union, together with any other charges, liens, encumbrances, caveats, or certificates of pending litigation registered against the Lands, but subject to the reservations, provisos, exceptions, and conditions expressed in the original grants thereof from the Crown and subject to any existing tenancies
3. The net purchase price after the usual adjustments between vendor and Purchaser shall be paid to Watson Goepel LLP, in trust, and shall be paid out in accordance with the following priorities and without further order:
 - a. first, in payment of any arrears of property taxes, water and sewer rates, interest and penalties thereon;
 - b. second, in payment of real estate commission;
 - c. third, in payment of the registered mortgage and assignment of rents in favour of Blueshore Financial Credit Union, formerly known as North Shore Credit Union, registered against the Lands under *Land Title Act* registration numbers CA366478 and CA3665789, and

- d. fourth, in payment of the amount due and owing to the petitioner under mortgage No. CA673345 and mortgage No. CA7689370 (the "Blueshore Mortgage").
4. For the purpose of issuing title in respect of the Lands, the following charges, liens, encumbrances, caveats, mortgages, and certificates of pending litigation be cancelled insofar as they apply to the Lands:

<u>Party:</u>	<u>Nature of Charge (all <i>inter alia</i>):</u>	<u>Registration Nos.:</u>
All Canadian Investment Corporation	Mortgage	CA6733451 CA7689370
All Canadian Investment Corporation	Assignment of rents	CA6733452
All Canadian Investment Corporation	Certificate of Pending Litigation	CA6734886 CA9309439

together with any other charges, liens, encumbrances, caveats, or certificates of pending litigation registered against the Lands, other than:

- a. the registered lease in favour of the Bank of Nova Scotia registered against the Lands under *Land Title Act* Registration number BY83602; and
 - b. the Blueshore Mortgage which will be cancelled from the Lands by way of mortgage discharge in return for payment from sale proceeds from All Canadian Investment Corporation.
5. All Canadian Investment Corporation is at liberty to grant to the Purchaser extensions of time for the completion of the sale herein for a period or periods not exceeding ten (10) business days.

6. The parties may apply for such further direction as may be necessary to carry out this order.
7. The petitioner shall have its cost assessed at Scale B against the respondents, Censorio Group (Hastings & Sperling) Holdings Ltd., Censorio Group (Agnes & Elliott) Ltd., and Censorio Development Corporation.
8. The signatures of counsel, other than counsel for the petitioner, are hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Jeremy D. West
Counsel for the petitioner,
All Canadian Investment Corporation

By the Court.

Registrar

No. H180143
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PETITIONERS

AND:

**CENSORIO GROUP (AGNES & ELLIOT)
HOLDINGS LTD., CHISA PROPERTIES LTD.,
PETER CENSORIO, CENSORIO GROUP
(PARKING) HOLDINGS LTD., LEAH FUNK, CARL
FUNK, 1110438 B.C. LTD., FISGARD CAPITAL
CORPORATION AND THE OWNERS, STRATA
PLAN EPS4196**

RESPONDENTS

Order Made After Application

File No.: 228558-0002

Initials: JDW

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

Tel: (604) 688 1301

Fax: (604) 688 8193

APPENDIX D

Monitor's Affidavit in Support of the Sale of Sperling Property



This is the 2nd Affidavit of
John McEown in this case and
was made on the 3rd day of February, 2022

No. S217648
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PETITIONER

AND:

CENSORIO GROUP (HASTINGS & SPERLING) HOLDINGS LTD.,
CENSORIO GROUP (AGNES & ELLIOT) LTD., CENSORIO DEVELOPMENT
CORPORATION, THE BANK OF NOVA SCOTIA, JOHN DOE, JANE DOE, and
ABC CORPORATION

RESPONDENTS

AFFIDAVIT

I, John McEown, CPA, CA, CIRP (Licensed Insolvency Trustee, Chartered Insolvency and Restructuring Professional), of 1140 - 800 West Pender Street, in the City of Vancouver, Province of British Columbia, AFFIRM THAT:

1. I am President and sole director of McEown and Associates Ltd., the court appointed monitor (the "Monitor") of All Canadian Investment Corporation ("ACIC"), in the *Companies' Creditors Arrangement Act* (the "CCAA") proceeding commenced by ACIC in the Supreme Court of British Columbia, Vancouver registry under court file number #S1710393 and as such have personal knowledge of the facts and matters hereafter deposed to, save where the same are stated to be upon information and belief, and where so stated, I believe the same to be true.

2. I am authorized by the Monitor to make this affidavit and unless expressly provided herein, I have utilized the definitions contained in the petitioner's notice of application for approval of sale.
3. Attached as Exhibit "A" is a copy of the Contract of Purchase and Sale for the Lands dated January 25, 2022 between ACIC and Dack Jin Holdings Ltd. for a sale price of \$7,100,000.00 (the "Contract"). Based on the advice received from realtors and my own inquiries, I accepted the offer from Dack Jin Holdings Ltd. on behalf of ACIC, subject to court approval.

Indebtedness

4. On November 12, 2021 judgment was granted in favour of the petitioner for the sum of \$9,658,815.19 plus its costs of these proceedings. Interest continues to accrue at a rate of 12% per annum. Attached and marked as Exhibit "B" is a schedule setting out the amount due and owing as of February 17, 2022.
5. Attached as Exhibit "C" is a true copy of the City of Burnaby Property Tax Certificate for the Lands. As at February 3, 2022 there is a total taxes owing of \$29,622.04.

North Shore Mortgage

6. On April 7, 2014 a Mortgage and Assignment of Rents dated April 4, 2014 was registered against title to the Lands, under number CA366578 and CA3665789, in favour of Blueshore Financial Credit Union, formerly known as North Shore Credit Union ("Blueshore"). The Blueshore mortgage ranks in priority to the petitioner's mortgages.
7. I have been involved in correspondence with counsel for Blueshore regarding the proposed sale and have been advised, and verily believe to be true, that counsel for ACIC has provided a draft form of the proposed Order to Blueshore's counsel for review and comment. In the event that the sale is approved, I understand that Blueshore has suggested a closing procedure involving the exchange of mortgage

discharge documents in return for payment rather than by way of an order vesting the Blueshore mortgage off title to the Lands.

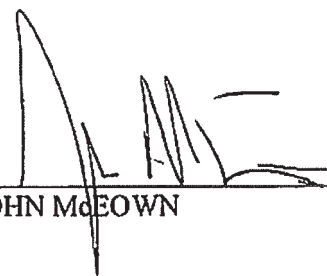
- 8. Counsel for ACIC has requested a payout statement from Blueshore. Based on numbers which were made available to me on February 3, 2022, I understand that the outstanding indebtedness under the Blueshore mortgage is \$2,029,138.89 with a per diem rate of \$246.55 (excluding legal fees).

Distribution of net sale proceeds

- 9. In the event that the Contract is approved and based on the numbers presently available, I understand that there will be net sale proceeds of approximately \$4.82 million after payment of real estate commission and completion costs/adjustments. The net sale proceeds will not be sufficient to satisfy the amount due and owing on the judgment granted in favour of the petitioner.
- 10. Assuming that the court approves the contract of purchase and sale and distribution of the net sale proceeds to the petitioner they will be utilized in accordance with the Sanction Order made February 5, 2021 in the CCAA proceedings. Based on the distributions made to date to creditors, I expect that the net sale proceeds will be sufficient to pay out all of the creditors' liability and there will be funds available for distribution to the stakeholders.

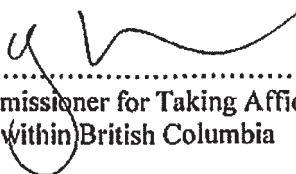
SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 3rd day of February, 2022.

A Commissioner for taking Affidavits within British Columbia


JOHN McEOWN

YIANNI PAPPAS-ACREMAN
Barrister & Solicitor
WATSON GOEPEL LLP
1200 - 1075 W. Georgia Street
Vancouver, B.C. V6E 3C9
Tel: 604-688-1301 Fax: 604-688-8193

This is Exhibit "A" referred to in the
2nd Affidavit of John McEown
Sworn before me at Vancouver, British Columbia
This 3rd day of February, 2022


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

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE COMMERCIAL REAL ESTATE

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

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 6.1 and 17) 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 or Sunday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged NOT to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clauses 7.1 and 18) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Clauses 8.1 and 19) The buyer and seller should consider any additional adjustments that are necessary given the nature of the property and how any costs are payable by tenants and whether the seller holds any of the tenant's funds with respect to such costs.

**INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE
COMMERCIAL REAL ESTATE** (continued)

6. **TITLE: (Clause 22)** It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in clause 22 and Schedule 22, 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.
7. **CUSTOMARY COSTS: (Clause 31)** 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:
- discharge fees charged by
encumbrance holders,
- prepayment penalties.

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

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- investigating title,
- drafting documents.

Land Title Registration fees.
Survey Certificate (if required).

Costs of Mortgage, including:
- mortgage company's lawyer/notary,
- appraisal (if applicable),

Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).



In addition to the above costs there may be financial adjustments between the seller and the buyer pursuant to Clause 19.

8. **RISK: (Clause 32)** The buyer should arrange for insurance to be effective as of 12:01 am on the earlier of the completion date. The seller should maintain the seller's insurance in effect until the later of the date the seller receives the proceeds of sale, or the date the seller vacates the property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves: a building under construction, an operating business with or without employees being hired, a sale and purchase of shares in the owner of the property, the purchase of a leasehold interest, other special circumstances, additional provisions, not contained in this form, may be needed, and professional advice should be obtained.



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: C8041424

DATE: January 25 2022

PART 1 - INFORMATION SUMMARY

1. Prepared By	
1.1 Name of Brokerage	CBRE Limited
1.2 Brokerage Address	2220 - 1021 West Hastings Street Vancouver BC V6E0C3 Phone No. (604) 662-3000
1.3 REALTOR's Name	Zach Wittenberg PREC*
1.4 Personal Real Estate Corporation	same as above
1.5 REALTOR's Email Address	zach.wittenberg@cbre.com Fax No. (604) 684-9368
1.6 Brokerage Phone No.	(604) 662-3000 Fax No. (604) 684-9368
2. Parties to the Contract	
2.1 Seller	ALL CANADIAN INVESTMENT CORPORATION by MCKOWN & ASSOCIATES LTD. AS MONITOR
Seller	
Seller	
2.2 Seller's Address	110 744 WEST HASTINGS STREET VANCOUVER BC
2.3 Seller's Phone No.	Fax No.
2.4 Seller's Email Address	
2.5 Seller's Incorporation No.	2.6 Seller's GST No.
2.7 Buyer	Daok Jin Holdings Ltd.
Buyer	
Buyer	
2.8 Buyer's Address	595 Burrard Street, 27th Floor Vancouver BC V7X 1G4
2.9 Buyer's Phone No.	604-689-1261 Fax No.
2.10 Buyer's Email Address	
2.11 Buyer's Incorporation No.	2.12 Buyer's GST No.
3. Property	
3.1 Civic Address of Property	6715 6735 HASTINGS Burnaby BC V5B 1B6
3.2 Legal Description of Property	LOT 9 & 10, BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER LAND DISTRICT PLAN 1323

BUYER'S INITIALS

SELLER'S INITIALS

6715 6735 HASTINGS

Burnaby

BC V5B 1B6 PAGE 2 of 8 PAGES

PROPERTY ADDRESS

PID 003-279-821 / 003-279-839		
4. Purchase Price	\$7,100,000.00	Clause
4.1	Seven Million One Hundred Thousand Dollars	14
5. Deposit		Clause
5.1	Deposit to be provided by the following date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> date _____ <input checked="" type="checkbox"/> other <u>accompanies this Offer - bank draft copy attached</u>	15
5.2	Amount of Deposit 500,000.00 Five Hundred Thousand	15
5.3	Deposit to be paid in trust to CBRE Limited	15
6. Completion Date		
6.1	Completion Date 10 bus days after court approval	17
7. Possession Date		
7.1	Possession Date 1 day after 6.1 (Completion Date)	18
7.2	Vacant Possession <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7.3	All Existing Tenancies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	18
8. Adjustment Date		
8.1	Adjustment Date 1 day after 6.1 (Completion Date)	19
9. Viewing Date		
9.1	Viewing Date n/a	21
10. Agency Disclosure		
10.1	Seller's Designated Agent REALTOR® <u>Kyle Wilson</u> REALTOR® <u>Craig Haziza</u> Brokerage <u>Cushman & Wakefield ULC/CAH Realty Inc.</u>	38A
10.2	Buyers Designated Agent REALTOR® <u>Zach Wittenberg PREC</u> REALTOR® _____ Brokerage <u>CBRE Limited</u>	38B


BUYER'S INITIALS


SELLER'S INITIALS

PROPERTY ADDRESS

10.3	Limited Dual Agency Designated Agent	REALTOR® _____ REALTOR® _____ Brokerage _____	38C
10.4	Date of Limited Dual Agency Agreement		38C
11. Acceptance			
11.1	Offer Open Until - Date	January 28, 2022	Time 5:00 p.m.
43			
12. Schedules			
15	Deposit	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	15
16A	Buyer's Conditions	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	16
16B	Seller's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
18	Accepted Tenancies	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	18
20A	Additional Included Items	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	20
20B	Excluded Items	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	20
22	Additional Permitted Encumbrances	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	22
23	Additional Seller's Warranties and Representations	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	23
24	Additional Buyer's Warranties and Representations	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	24
41	Additional Terms	Attached as Schedule "A" Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	41

PART 2 - TERMS

13. **INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
14. **PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
15. **DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

		
BUYER'S INITIALS		

		
SELLER'S INITIALS		

PROPERTY ADDRESS

16. **CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

17. **COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.

18. **POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").

19. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, and other charges from and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the date specified in Clause 8.1 (the "Adjustment Date").

20. **INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, 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, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.

21. **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 the date specified in Clause 9.1.

22. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.

 BUYER'S INITIALS

 SELLER'S INITIALS

PROPERTY ADDRESS

- 23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
- 24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
- 25. **GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the Excise Tax Act (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (A) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
- 28. **TIME:** Time will be of the essence hereof, and unless the balance of the 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 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.

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BUYER'S INITIALS

JM 		
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SELLER'S INITIALS

PROPERTY ADDRESS

- 29. **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").
- 30. **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.
- 31. **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.
- 32. **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. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. **GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. **CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. **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.
- 36. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.

		DS
BUYER'S INITIALS		

JM JM		
SELLER'S INITIALS		

PROPERTY ADDRESS

37. **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 "REALTOR®(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that 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;
- 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 British Columbia Real Estate Association's Privacy Notice and Consent form.

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.

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

<i>JM</i>		
<small>JM</small>		

INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/REALTOR®s specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

		<i>DS</i>
		<small>DS</small>

INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.3 who is/are licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated the date set out in Clause 10.4.

INITIALS

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

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA 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.

		<i>JM</i>
		<small>JM</small>



BUYER'S INITIALS

<i>JM</i>		
<small>JM</small>		

SELLER'S INITIALS

PROPERTY ADDRESS

- 39. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 44(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.
- 40. **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.
- 40A. **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.
- 41. **ADDITIONAL TERMS:** The additional terms set out in Schedule 41 are hereby incorporated into and form a part of this Contract.
- 42. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
- 43. **OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

<p>DocuSigned by:  BUYER _____ 7E5297069D02122... Seal</p>	<p>DocuSigned by: BUYER _____ Seal</p>	<p>DocuSigned by: BUYER _____ Seal</p>
<p>Dack Jin Holdings Ltd. PRINT NAME _____</p>	<p>PRINT NAME _____</p>	<p>PRINT NAME _____</p>
<p>DocuSigned by:  WITNESS _____ 7E7E8C0FFCB9940B...</p>	<p>WITNESS _____</p>	<p>WITNESS _____</p>

- 44. **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 cash 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 January, yr. 2022

The Seller declares their residency:

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

<p>John McEown John McEown (Jan 27, 2022 09:13 PST) SELLER _____ Seal</p>	<p>SELLER _____ Seal</p>	<p>SELLER _____ Seal</p>
<p>ALL CANADIAN INDEPENDENT CORPORATION by BC2008 485032 PRINT NAME _____</p>	<p>PRINT NAME _____</p>	<p>PRINT NAME _____</p>
<p>WITNESS _____</p>	<p>WITNESS _____</p>	<p>WITNESS _____</p>

*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®).

SCHEDULE "A" TO CONTRACT OF PURCHASE AND SALE

(Court Approved Sale)

DATE: January 25, 2022

CONTRACT OF PURCHASE AND SALE RE:

PARCEL IDENTIFIER: 003-279-821

**LOT 9 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 1323**

PARCEL IDENTIFIER: 003-279-839

**LOT 10 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 1323**

(collectively, 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 by McEown and Associates Ltd. in its capacity as Court appointed Monitor and not in its personal capacity ("McEown & Associates") pursuant to Court-ordered conduct of sale and not as vendor or owner. The Buyer acknowledges and agrees that McEown & Associates acts pursuant to Court-ordered conduct of sale, and not in its personal or corporate capacity.
2. McEown & Associates 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 are 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 McEown & Associates 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 McEown & Associates makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that the Buyer has relied entirely upon the Buyer's own inspection and investigation with respect to quantity, quality and value of the Property.
5. With respect to all environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that the Buyer is responsible to satisfy himself/herself/itself, and is relying on the Buyer's own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the 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 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 are taken at the Buyer's own risk completely, without representation or warranty of any kind from McEown & Associates 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. If applicable, notwithstanding s. 109 of the *Strata Property Act*, S.B.C. 1998 c. 43, the Buyer agrees that, the Buyer will be responsible for payment of all special assessments levied prior to the Completion Date that have not been paid, together with all assessments which may be levied and become payable at any time after the Completion Date, whether known or unknown, or anticipated at any time prior. McEown & Associates will only be responsible for payment of monthly maintenance arrears that are due and owing to the subject strata corporation on the Completion Date.
9. McEown & Associates is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or their tenants, guests, assigns, agents or by persons unknown.
10. The acceptance of this offer by McEown & Associates is pursuant to a Court Order made in a foreclosure proceeding in the Supreme Court of British Columbia and not as seller or owner of the Property.



11. This Contract of Purchase and Sale is subject to approval by the Supreme Court of British Columbia with the real estate commission in respect of this Contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court in the Proceedings. This condition is for the sole benefit of McEown & Associates.
12. The Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person, virtually, by phone, or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. McEown & Associates may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. McEown & Associates gives no undertaking to advocate the acceptance of this offer. To protect the Buyer's interest in purchasing the Property, the Buyer acknowledges and agrees that the Buyer 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.
13. This Contract of Purchase and Sale may be terminated at McEown & Associates' sole option if at any time prior to Court approval:
- (a) the Court orders that McEown & Associates no longer has conduct of sale of the Property and/or another party, person, or corporation obtains conduct of sale of the Property by order of the Court;
 - (b) the mortgage on title to the Property which is the subject of these proceedings is redeemed pursuant to the terms of an *order nisi* of foreclosure;
 - (c) the mortgage on title to the Property which is the subject of these proceedings is otherwise reinstated or redeemed as may be permitted by the Court; or
 - (d) McEown & Associates determine it is inadvisable to present this Contract of Purchase and Sale to the Court,
- and in any such event McEown & Associates 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 McEown & Associates.
14. The Buyer acknowledges and agrees that the Buyer is purchasing title in the Property free and clear of all encumbrances of the parties to the proceedings concerning the Property brought by McEown & Associates in the Supreme Court of British Columbia in accordance with such vesting order as may be made in the said proceedings except:
- a. the registered lease in favour of the Bank of Nova Scotia registered against title to the Property under *Land Title Act* registration number BY83602;
 - b. 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;

- c. registered or pending restrictive covenants and rights-of-way in favor of utilities and public authorities;
 - d. existing tenancies, if any; and
 - e. as otherwise set out herein.
15. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, McEown & Associates may at its option either terminate or reaffirm this Contract of Purchase and Sale, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to McEown & Associates on account of damages, and not in substitution therefore, without prejudice to McEown & Associates' other remedies.
16. 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.
17. The Purchase Price does not include Good and Services Tax or Harmonized Sale Tax, if any. The Buyer is responsible for paying GST or HST (if any).
18. McEown & Associates may, at its sole discretion, extend the Completion Date by up to 10 days.
19. McEown & Associates is not required to provide the Buyer with a Form F, a Form B, or any other documents with relation to the Strata Property.
20. 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 McEown & Associates as liquidated damages as a genuine pre-estimate of their damages, without prejudice to any other rights and remedies which McEown & Associates 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 McEown & Associates hereby agree to the release of the Deposit and accrued interest thereon to McEown & Associates, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to McEown & Associates, upon written demand from McEown & Associates or their 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.
21. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for McEown & Associates.
22. If the Court approves this Contract of Purchase and Sale, the Order will describe the Buyer exactly as the buyer appears at the upper right on the first page of the Contract of Purchase and Sale, so the Buyer as described at the upper right on the first page of the

Contract of Purchase and Sale will appear as the owner of the Property after completion of the sale. McEown & Associates will not be bound by any term in the Contract of Purchase and Sale describing the Buyer otherwise, or allowing the Buyer to complete the sale with a different name.

DocuSigned by:

Witness 7E93CFFC883408..

Witness

DocuSigned by:

Buyer EB8837B68D02423..

Buyer

ALL CANADIAN INVESTMENT CORPORATION by **MCEOWN AND ASSOCIATES LTD.** in its capacity as Court appointed Monitor and not in its personal capacity, by its authorized signatory


John McEown (Jan 27, 2022 09:13 PST)
Signature

Witness

Print name

TITLE SEARCH PRINT

2021-12-03, 15:57:06

File Reference:

Requestor: Jayden Hamilton

Declared Value \$3000000

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

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA2515514
From Title Number Z16719E

Application Received 2012-04-30

Application Entered 2012-05-09

Registered Owner in Fee Simple
Registered Owner/Mailing Address: CENSORIO GROUP (HASTINGS & SPERLING) HOLDINGS LTD.,
INC.NO. BC0933852
2410 CHARLES STREET
VANCOUVER, BC
V5K 2Z9

Taxation Authority Burnaby, City of

Description of Land
Parcel Identifier: 003-279-821
Legal Description:
LOT 9 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1323

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2517997
FILED 2012-05-01

Charges, Liens and Interests
Nature: LEASE
Registration Number: BY83602
Registration Date and Time: 1977-11-22 13:09
Registered Owner: THE BANK OF NOVA SCOTIA
Remarks: PART RIGHT OF RENEWAL

Nature: MORTGAGE
Registration Number: CA3665788
Registration Date and Time: 2014-04-07 09:36
Registered Owner: NORTH SHORE CREDIT UNION
Remarks: INTER ALIA
MODIFIED BY CA3758725

TITLE SEARCH PRINT

2021-12-03, 15:57:06

File Reference:

Requestor: Jayden Hamilton

Declared Value \$3000000

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA3665789
 Registration Date and Time: 2014-04-07 09:36
 Registered Owner: NORTH SHORE CREDIT UNION
 Remarks: INTER ALIA

Nature: MODIFICATION
 Registration Number: CA3758725
 Registration Date and Time: 2014-06-02 15:07
 Remarks: INTER ALIA
 MODIFICATION OF CA3665788

Nature: MORTGAGE
 Registration Number: CA6733451
 Registration Date and Time: 2018-04-12 15:09
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION
 INCORPORATION NO. BC0570425
 Transfer Number: CA7421268
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA6733452
 Registration Date and Time: 2018-04-12 15:09
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION
 INCORPORATION NO. BC0570425
 Transfer Number: CA7421269
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: CA6734886
 Registration Date and Time: 2018-04-13 10:28
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION
 INCORPORATION NO. BC0570425
 Remarks: INTER ALIA

Nature: MORTGAGE
 Registration Number: CA7889370
 Registration Date and Time: 2019-08-15 16:45
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION
 INCORPORATION NO. BC0570425
 Remarks: INTER ALIA

DocuSign Envelope ID: D8BD134D-813F-42E2-B828-4B876B51538B

TITLE SEARCH PRINT

2021-12-03, 15:57:06

File Reference:

Requestor: Jayden Hamilton

Declared Value \$3000000

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CA9309439
Registration Date and Time:	2021-08-26 13:44
Registered Owner:	ALL CANADIAN INVESTMENT CORPORATION
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

2021-12-03, 15:57:06

File Reference:

Requestor: Jayden Hamilton

Declared Value \$3000000

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

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA2515515
From Title Number BY192248E

Application Received 2012-04-30

Application Entered 2012-05-09

Registered Owner In Fee Simple
Registered Owner/Mailing Address: CENSORIO GROUP (HASTINGS & SPERLING) HOLDINGS LTD.,
INC.NO. BC0933852
2410 CHARLES STREET
VANCOUVER, BC
V5K 2Z9

Taxation Authority Burnaby, City of

Description of Land
Parcel Identifier: 003-279-839
Legal Description:
LOT 10 BLOCK 5 DISTRICT LOT 206 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 1323

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2517997
FILED 2012-05-01

Charges, Liens and Interests
Nature: MORTGAGE
Registration Number: CA3665788
Registration Date and Time: 2014-04-07 09:36
Registered Owner: NORTH SHORE CREDIT UNION
Remarks: INTER ALIA
MODIFIED BY CA3758725

Nature: ASSIGNMENT OF RENTS
Registration Number: CA3665789
Registration Date and Time: 2014-04-07 09:36
Registered Owner: NORTH SHORE CREDIT UNION
Remarks: INTER ALIA

TITLE SEARCH PRINT

2021-12-03, 15:57:06

File Reference:

Requestor: Jayden Hamilton

Declared Value \$3000000

Nature:	MODIFICATION
Registration Number:	CA3758725
Registration Date and Time:	2014-06-02 15:07
Remarks:	INTER ALIA MODIFICATION OF CA3665788

Nature:	MORTGAGE
Registration Number:	CA6733451
Registration Date and Time:	2018-04-12 15:09
Registered Owner:	ALL CANADIAN INVESTMENT CORPORATION INCORPORATION NO. BC0570425
Transfer Number:	CA7421268
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA6733452
Registration Date and Time:	2018-04-12 15:09
Registered Owner:	ALL CANADIAN INVESTMENT CORPORATION INCORPORATION NO. BC0570425
Transfer Number:	CA7421269
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CA6734886
Registration Date and Time:	2018-04-13 10:28
Registered Owner:	ALL CANADIAN INVESTMENT CORPORATION INCORPORATION NO. BC0570425
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CA7689370
Registration Date and Time:	2019-08-15 16:45
Registered Owner:	ALL CANADIAN INVESTMENT CORPORATION INCORPORATION NO. BC0570425
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CA9309439
Registration Date and Time:	2021-08-26 13:44
Registered Owner:	ALL CANADIAN INVESTMENT CORPORATION
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

DocuSign Envelope ID: D6BD134D-813F-42E2-B826-4B876B61536B

TITLE SEARCH PRINT

File Reference:

Declared Value \$3000000


2021-12-03, 15:57:06
Requestor: Jayden Hamilton

Pending Applications

NONE



This is Exhibit "B" referred to in the
2nd Affidavit of John McEown
Sworn before me at Vancouver, British Columbia
This 3rd day of February, 2022


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

MORTGAGE INTEREST CALCULATION

Order for Conduct of Sale pronounced on November 12, 2021	\$9,658,815.90
November 13, 2021 to February 17, 2022	97 days
$\\$9,658,815.90 \times 12\% \div 365 \text{ days} = \\$3,175.50 \times 97 \text{ days} =$	\$308,023.50
Total amount due as at February 17, 2022	\$9,966,839.40

This is Exhibit "C" referred to in the
2nd Affidavit of John McEown
Sworn before me at Vancouver, British Columbia
This 3rd day of February, 2022


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

**CITY OF BURNABY
PROPERTY TAX CERTIFICATE**

Tel: (604) 294-7350
Email: tax@burnaby.ca

Printed: Feb 3, 2022
Number: 27304

Jurisdiction: 301

This statement is issued in accordance with section 249 of the Community Charter - Certificate of Outstanding Taxes. Under 249(3), an error in a statement or certificate given under this section does not subject the municipality to damages. THIS PROPERTY MAY BE SUBJECT TO OTHER CHARGES OR FEES.

For APIC
228558-0001

Property

Folio: 0700-6716-0000 LTO No.: CA2515515
 Pld: 003-279-839 MHR No.:
 Additional Plds: 003-279-821
 Civic: 6716 HASTINGS ST
 Legal: LOT 9, BLOCK 5, PLAN NWP1323, DISTRICT LOT 208, GROUP 1,
 NEW WESTMINSTER LAND DISTRICT, 6895-0398 & LOT 10, BLOCK
 5, PLAN NWP1323, DISTRICT LOT 208, GROUP 1, NEW
 WESTMINSTER LAND DISTRICT
 Status: ACTIVE

2022 Assessments

Value Set	Assessment Class	Value Type	Land	Improvements	Total
GENERAL	Business/Other	GROSS	4,565,000	883,000	5,448,000
GENERAL	Business/Other	EXEMPT	0	10,000	10,000
GENERAL	Business/Other	NET	4,565,000	873,000	5,438,000

2021 Levies, Grants, Deferrals

Total Levy	51,793.10
Grant Available	
65 and over	0.00
Under 65	0.00

Property Taxes Owning As At Feb 3, 2022

Delinquent (2020)	0.00
Arrears (2021)	29,472.42
Interest to Feb 3, 2022	149.62
Current (2022)	0.00
	<u>29,622.04</u>
Penalties	0.00
Total Taxes Owning	<u>29,622.04</u>

2022 Instalments

Payments Made	0.00
Interest Earned	0.00
Adjustments	0.00
Balance as at Feb 3, 2022	0.00

Grant Claimed	0.00
Deferred	0.00

ACCOUNT NUMBER: 2004288

Utility Charges

Unpaid Arrears		Charges on Last Bill	Details of Last Bill	
Balance of Last Bill - Due Jan 16, 2018	0.00	Total Discount	0.00	Claimed
	0.00			
Account Balance as at Feb 3, 2022	<u>0.00</u>	Payments Applied		0.00
		Penalties		0.00
		Adjustments		0.00

Important Property Comments

ARREARS	There is an Arrears balance on this Tax Certificate. Please contact the Tax Office for details of the daily interest owing on this account.
GENERAL	The 2021 Utility due date is March 15. Only full payment received by the due date will qualify for the discounted rate. The 2021 Property Tax due date is July 5. Effective January 2021, all home owner grant applications are submitted directly to the Province of BC. For more information visit www.gov.bc.ca/homeownergrant Information on Local Improvements, Metered Water and Sewer, False Alarm or additional charges should not be overlooked by the real estate agents, solicitors or purchasers. Please contact the Tax Office for more information.
TAX	Daily interest on Arrears and Delinquent taxes is \$ 4.401

SUPPLEMENTARY UTILITY FEES DECLARATION FORM

All owners of single or two-family homes in Burnaby are asked to fill out an annual declaration indicating whether or not they are renting out their home or suite on the property. The information collected is used to determine if an additional utility fee or a House Rental Business Licence is required. This is an annual declaration, however if there is a change in the rental status of the property, a new declaration must be submitted within 30 days of the change.

Please contact the tax office on 604-294-7350 to inquire about this property's current status.