

Court No. S1710393
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

AND

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

PROOF OF CLAIM

Please read the "Instructions for Completing Proof of Claim" carefully prior to completing this Proof of Claim. Please print legibly.

- 1) The properly completed Proof of Claim must be delivered by ordinary mail, registered mail, courier, facsimile, electronic mail or personal delivery to McEown and Associates Ltd. (the "Monitor") at:

McEown and Associates Ltd.
#1140 – 800 West Pender Street
Vancouver, BC V6C 2V6
Fax No.: (604) 558-8021

Attention : John McEown

- 2) Full Legal Name of Creditor: BDO Canada LLP (the "Creditor").

3) Full Mailing Address of the Creditor:

(All notices and correspondence regarding your Claim will be forwarded to this address or to the email address or facsimile address below if appropriate and applicable):

C/O Gudmundseth Mickelson LLP
Suite 2525 - 1075 W. Georgia Street
Vancouver, British Columbia, V6E 3C9
Canada

- 4) Telephone Number: 604 685 6272
- 5) Email: JLG@lawgm.com; AAG@lawgm.com
- 6) Fax Number: 604 685 8434
- 7) Claim Details:

I am a **Creditor** and **received** a Claims Package from the Monitor.

My Claim amount is \$ 4,971.50 as at November 10, 2017

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

- 1) I am a Creditor of ACIC.
- 2) I have knowledge of all the circumstances concerning the Claim hereafter referred to.
- 3) That ACIC was, at the date of the Initial Order, namely November 10, 2017, and still is, indebted to the creditor in the sum of \$ 4,971.50, as specified in the Statement of Account (or affidavit) attached and marked as Schedule "A", after deducting any counterclaims to which ACIC is entitled. Claims must be submitted in Canadian dollars only.
- 4) Attached as Schedules to this Proof of Claim are:
 - A. A Statement of Account detailing:
 - i. the amounts owing to me for services rendered or advances made by me to ACIC;

ii. interest accrued on amounts owed; and

iii. any amounts received by me or paid to any third party on behalf of or for the benefit of me from ACIC


B. All documents supporting the amounts shown in the Statement of Account, including documents in support of any entitlement to receive interest on the amount owed such as a contract, promissory note or invoice with specified terms of payment.

- 5) To the best of my knowledge, ☐ I am related OR ☒ I am not related to ACIC within the meaning of Section 4 of the *Bankruptcy and Insolvency Act* (enclosed) and ☒ have OR ☐ have not dealt with ACIC in a non-arm's length manner.

DATED at Salmon Arm, this 9 day of January, 2020
BRITISH COLUMBIA

Per: BDO Canada LLP
[Name of Creditor – please print]

BDO Canada LLP
Signature of Creditor


Signature of Witness ZOË STEVENS

NOTE: All relevant documentation on which you rely in making your Claim must be attached to this Proof of Claim, as the validity of your Claim will be determined solely on this Proof of Claim and attachments thereto. If the claim is disallowed for any reason, and you file an appeal of that disallowance, the appeal will be heard as a true appeal and your ability to introduce fresh or new evidence in support of your claim will be limited accordingly.

SCHEDULE "A"

This is the 2nd affidavit
of Angela Spencer in this case
and it was made on January 9, 2020

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

AFFIDAVIT #2 OF A. SPENCER

I, **ANGELA SPENCER**, CPA, CA, of Suite 201, 571 – 6th Street Northeast, Salmon Arm, British Columbia, SOLEMNLY AFFIRM THAT:

1. I am a Chartered Professional Accountant, and a partner in the Salmon Arm office of BDO Canada LLP ("**BDO**"). I provided accounting services on behalf of BDO to All Canadian Investment Corporation ("**ACIC**"). As such I have personal knowledge of the matters deposed to in this Affidavit except where stated to be on information and belief, in which case I believe such matters to be true.
2. I make this Affidavit to support BDO's Proof of Claim respecting services rendered but not invoiced to ACIC.

Nature of the Claim

3. ACIC is liable to BDO for services rendered (the “**Services**”) in March 2016, but not invoiced, pursuant to a written agreement (the “**Engagement Letter**”) for BDO to audit, in accordance with Canadian generally accepted auditing standards, ACIC’s financial statements for the company’s fiscal year ended September 30, 2015. Attached hereto and marked as Exhibit “A” is a copy of the Engagement Letter.
4. In March 2016, BDO rendered the Services which included performance of various audit procedures including discussion and review of ACIC’s supporting documentation, evaluation of non-performing loans, and evaluation of related party transactions. Further, there were several meetings and discussions between BDO’s audit team and the client. BDO’s audit team members included Jeff Johnson, Ken Carmichael, Cory Neil, Angela Spencer, Bianca Dewitt, and Justin Wetherill, each of whom provided the Services.
5. BDO did not issue an invoice in respect of the Services, which based on our standards rates were worth \$4,971.50. Attached hereto and marked as Exhibit “B” is a copy of the billing summary for BDO’s work for ACIC in March 2016.

Statement of Account

6. ACIC is liable to BDO for the Services in the amount of \$4,971.50.

Further Supporting Documents

7. On March 29, 2016, BDO resigned from the engagement to audit ACIC’s financial statements for the company’s fiscal year ended September 30, 2015. Attached hereto and marked as Exhibit “C” is a copy of the BDO’s letter of resignation.
8. The decision to resign was made according to Canadian generally accepted auditing standards which require, where an auditor acquires information during the course of an audit that leads it to conclude that the client and its management lack integrity, that the auditor should not continue the relationship with the client but may choose to withdraw from the engagement and the relationship with the client.

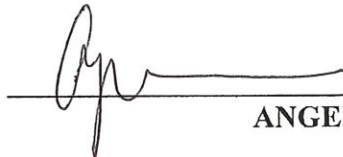
9. BDO acquired information leading us to conclude that Donald Bergman, the sole principal of ACIC, lacked integrity because, among other things, he wanted BDO to help facilitate the presentation of financial statements that were knowingly misleading. Attached hereto and marked as Exhibit "D" is a copy of my Affidavit #1 filed July 20, 2018 in *All Canadian Investment Corporation v. BDO Canada LLP*, Action No. VLC-S-S-183355, in the Supreme Court of British Columbia, Vancouver Registry.

AFFIRMED BEFORE ME at Salmon Arm,
British Columbia, on January 9, 2020.



A commissioner for taking affidavits
for British Columbia

ZOË STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3



ANGELA SPENCER




Tel: 250 832 7171
Fax: 250 832 2429
www.bdo.ca

BDO Canada LLP
571 6th Street NE, Suite 201
Salmon Arm BC V1E 1R6 Canada

Please sign and return

December 14, 2015

All Canadian Investment Corporation
825 Lakeshore Drive SW
Salmon Arm, BC V1E 1E4

This is Exhibit "A" referred
to in the Affidavit of
Amela Spender
sworn (or affirmed) before me on
January 9, 2020
[dd/mm/yyyy]

A Commissioner for taking Affidavits
for British Columbia

ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

Dear Don Bergman:

Thank you for requesting our Firm to audit the financial statements of All Canadian Investment Corporation, which comprise of the balance sheet as at September 30, 2015, and the statements of operations and retained earnings and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

Our Role as Auditors

Conduct of the Audit

At the conclusion of our audit, we will submit a report directed to the Mortgage Investment Corporation containing our opinion on the financial statements. If it appears for any reason that we will not be in a position to render an unqualified opinion on the financial statements, we will discuss this with you.

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan to perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence supporting the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as, evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.



In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.

During the course of our audit, if we identify the following matters, we will communicate them to the appropriate level of management and the Board of Directors:

- misstatements, other than trivial errors;
- fraud;
- misstatements that may cause future financial statements to be materially misstated;
- illegal or possibly illegal acts, other than ones considered inconsequential;
- significant weaknesses in internal control; and
- certain related party transactions.

We will also make notes of any other matters that we believe should be brought to your attention and will communicate them to you. These might include comments on internal control procedures, management information systems, accounting policies and other client service matters. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

Throughout the audit, we will also be communicating with the Board of Directors on matters that bear on independence, matters that pertain to planning and executing our audit and any other matters in addition to those identified in the preceding paragraphs that we feel should be brought to their attention as required by Canadian generally accepted auditing standards.

Role of Management and Board of Directors

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- (a) For the preparation and fair presentation of the financial statements in accordance with Canadian generally accepted accounting principles;
- (b) For such internal controls as management considers necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to fraud or error; and



(c) To provide us with:

- access to all information of which management is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Fraud and Error

Management is also responsible for the following with respect to fraud and error:

- the design and implementation of internal controls to prevent and detect fraud and error;
- an assessment of the risk that the financial statements may be materially misstated as a result of fraud;
- providing us with information relating to fraud or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, or others, where the fraud could have a material effect on the financial statements;
- providing us with information relating to any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, analysts, regulators or others; and
- communicating their belief that the effects of any uncorrected financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

It is the responsibility of the Board of Directors to ensure that policies are in place for effective corporate governance, and to ensure that all unusual and material transactions during the year are properly approved.

We look forward to full cooperation from your staff during our audit.



Tel: 250 832 7171
Fax: 250 832 2429
www.bdo.ca

BDO Canada LLP
571 6th Street NE, Suite 201
Salmon Arm BC V1E 1R6 Canada

Please sign and return

December 14, 2015

All Canadian Investment Corporation
825 Lakeshore Drive SW
Salmon Arm, BC V1E 1E4

Dear Don Bergman:

Thank you for requesting our Firm to audit the financial statements of All Canadian Investment Corporation, which comprise of the balance sheet as at September 30, 2015, and the statements of operations and retained earnings and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

Our Role as Auditors

Conduct of the Audit

At the conclusion of our audit, we will submit a report directed to the Mortgage Investment Corporation containing our opinion on the financial statements. If it appears for any reason that we will not be in a position to render an unqualified opinion on the financial statements, we will discuss this with you.

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan to perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence supporting the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as, evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.



In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.

During the course of our audit, if we identify the following matters, we will communicate them to the appropriate level of management and the Board of Directors:

- misstatements, other than trivial errors;
- fraud;
- misstatements that may cause future financial statements to be materially misstated;
- illegal or possibly illegal acts, other than ones considered inconsequential;
- significant weaknesses in internal control; and
- certain related party transactions.

We will also make notes of any other matters that we believe should be brought to your attention and will communicate them to you. These might include comments on internal control procedures, management information systems, accounting policies and other client service matters. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

Throughout the audit, we will also be communicating with the Board of Directors on matters that bear on independence, matters that pertain to planning and executing our audit and any other matters in addition to those identified in the preceding paragraphs that we feel should be brought to their attention as required by Canadian generally accepted auditing standards.

Role of Management and Board of Directors

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- (a) For the preparation and fair presentation of the financial statements in accordance with Canadian generally accepted accounting principles;
- (b) For such internal controls as management considers necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to fraud or error; and



(c) To provide us with:

- access to all information of which management is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Fraud and Error

Management is also responsible for the following with respect to fraud and error:

- the design and implementation of internal controls to prevent and detect fraud and error;
- an assessment of the risk that the financial statements may be materially misstated as a result of fraud;
- providing us with information relating to fraud or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, or others, where the fraud could have a material effect on the financial statements;
- providing us with information relating to any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, analysts, regulators or others; and
- communicating their belief that the effects of any uncorrected financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

It is the responsibility of the Board of Directors to ensure that policies are in place for effective corporate governance, and to ensure that all unusual and material transactions during the year are properly approved.

We look forward to full cooperation from your staff during our audit.



Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian generally accepted accounting principles.

Unless unanticipated difficulties are encountered, our report will be substantially in the form outlined in Appendix 1. Should there be unforeseen circumstances, the report may differ from that attached.

Financial Statement Preparation Services

As agreed, we will provide assistance in the preparation of the financial statements, possibly including adjusting journal entries.

These services may create a threat to our independence. We, therefore, require that the following safeguards be put into place:

- that you create the source data for all the accounting entries;
- that you develop any underlying assumptions required with respect to the accounting treatment and measurement of the entries; and
- that you review and approve all journal entries prepared by us; in addition to the draft financial statements.

As an additional safeguard, our file review policies require that someone other than the preparer review the proposed journal entries and financial statements.

Tax Services

In addition to the audit services referred to above, we will prepare the corporation's federal income tax return as required. Management shall provide the information necessary to complete these returns and shall file them with the appropriate authorities on a timely basis.

The corporation's returns, of course, are subject to review by the taxation authorities. Any items reassessed against the corporation by the taxation authorities are subject to certain rights of appeal. In the event of any tax audit, we will be available to represent the corporation for a mutually agreed upon fee.



We will discuss with you any filing positions which, if taken, have the potential to give rise to a material adverse assessment or reassessment by the taxing authorities. However, we cannot be responsible for interest and penalties assessed against the corporation in connection with the corporation's income tax affairs. Therefore, should any interest or penalty be assessed, it shall be the corporation's responsibility.

If other tax services, such as tax planning, GST/PST advice, etc. are required, we will confirm them with you as they arise.

To the extent that such additional services are not covered by a separate engagement letter, the terms of this engagement letter shall apply to those additional services which you request.

Our audit is conducted primarily to enable us to express an opinion on the financial statements. Accordingly, the audit process may not detect situations where the corporation is incorrectly collecting GST/PST or incorrectly claiming input tax credits, unless material. As you are aware, failure to properly account for the GST/PST could result in you or your corporation becoming liable for tax, interest or penalties. These situations may also arise for provincial sales tax, custom duties, and excise taxes.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is enclosed in Appendix 2. You should ensure that you read and understand these as they contain important terms including those in connection with the scope of the Engagement, your responsibilities, fees, use of our advice and our liability. The Standard Terms and Conditions form part of the Engagement Letter. Should any of the terms included in the Standard Terms and Conditions conflict with any of the other terms in this letter, the latter will prevail.

You expressly agree and understand that the terms in the Engagement Letter apply to all services provided by us pursuant to the Engagement, whether such services were performed or provided before or after the signing of the Engagement Letter. The Engagement Letter will remain in place and fully effective until varied or replaced by written agreement between us.

If you have any questions about the terms of this engagement, please do not hesitate to contact us. Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.



It is a pleasure for us to be of service and we look forward to many years of association with you.

Yours truly,

BDO Canada LLP

Chartered Professional Accountants

Agreement of all the above terms, after full review, consideration and discussion of them, is hereby acknowledged by:

All Canadian Investment Corporation



Signature

Director

Position

Dec 14/15

Date



Appendix 1
Form of Report

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of All Canadian Investment Corporation

We have audited the accompanying financial statements of All Canadian Investment Corporation, which comprise of the balance sheet as at September 30, 2015, and the statements of operations and retained earnings and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Part V - prechangeover of Canadian generally accepted accounting principles, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as, evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of All Canadian Investment Corporation as at September 30, 2015 and its financial performance and its cash flows for the year then ended in accordance with Part V - prechangeover to Canadian generally accepted accounting principles.

Chartered Professional Accountants

City, Province

Date



Appendix 2 Standard Terms and Conditions

Introduction

Unless otherwise specifically agreed in the Engagement Letter, the Engagement Letter replaces any previous agreements between us in relation to or in contemplation of the Engagement and shall apply to any future engagements we carry out on your behalf unless varied or replaced. The Engagement Letter (which includes these Standard Terms and Conditions) constitutes the entire agreement between us. In entering into this Engagement Letter you acknowledge that you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Engagement Letter.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to All Canadian Investment Corporation in the performance of our services. We will communicate in writing to the Board of Directors any relationships between BDO Canada LLP (including its related entities) and All Canadian Investment Corporation (including its related entities) that, in our professional judgment, may reasonably be thought to bear on our independence. Further, we will confirm our independence in writing.

Further, our independence rules require us to ensure that all professional services that we may provide to any entities in the corporate group are pre-approved by the Board of Directors. We agree not to perform any services without the pre-approval of the Board of Directors and you agree to implement appropriate policies and procedures to ensure that any services that we are asked to perform receive such pre-approval.

Conflict of Interests

We provide a wide range of services for a large number of clients and may be in a position where we are providing services to clients in the same industry as you who may represent competing commercial interests to you or whose interests may otherwise conflict with your own. We cannot be certain that we will identify all such situations that exist or may develop, and it is difficult for us to anticipate all situations that you might perceive to conflict. We therefore request that you notify us promptly of any potential conflict affecting the engagement contract of which you are, or become, aware.

Where the above circumstances are identified by us or you and we believe that your interests can be properly safeguarded by appropriate procedures, we will discuss and agree with you the arrangements that already may exist or that we will put in place to preserve confidentiality and to ensure that the advice and opinions which you receive from us are wholly independent of the advice and opinions that we provide to other clients.

Confidentiality

We will maintain the strictest confidence with respect to any client's or former client's information. Accordingly, your confidential information will not, without your consent, be disclosed to any individuals in our Firm beyond those who are in the region through which you engaged our services and those individuals from other offices who are involved in performing services for you. Nor will it be disclosed without your consent to anyone outside the Firm, with the exception that we proceed on the basis that we have your consent to disclose information required by judicial, regulatory or professional authority.



Practice Inspections

As required by legal, regulatory or professional authorities (both in Canada and abroad) or by Firm policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and Firm standards. We will proceed on the basis that we have your consent to provide our files relating to your engagement to these practice inspectors for the sole purpose of their inspection.

Other Matters

Personal Information

It is acknowledged that we will have access to all personal information in your custody that we require to complete our engagement. Our services are provided on the understanding that:

- ♦ you have obtained any required consents for collection, use and disclosure to us of personal information required under applicable privacy legislation; and
- ♦ we will hold all personal information in compliance with our Privacy Statement.

Electronic Communications

During the course of our audit, we may be required to communicate to you electronically by email or through the Internet. In some instances, electronic copies of your financial statements may be sent to you electronically or may be required by a regulatory body. As you are aware, there is security risk attached to these electronic communications (including human error). Please communicate with us regarding any issues or concerns you may have in this regard.

Dispute Resolution Procedures

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, upon written notice to the other party, request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Limitation of Liability

In any dispute, action, claim, demand for losses or damages arising out of the services performed by BDO Canada LLP pursuant to this engagement, BDO Canada LLP shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures discussed previously, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.

Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings.

Sole Recourse and Other BDO Member Firms

This engagement is between you and BDO Canada LLP only. The provisions of this clause shall only apply where, and to the extent, permitted by applicable laws.

If one of our affiliates carries out any work for you in relation to the services to which this engagement applies, our affiliates will do so as a subcontractor of BDO Canada LLP. BDO Canada LLP shall remain the contracting party and shall be the sole entity that is responsible to you, including for the work carried out by any of our affiliates.

Also, where appropriate, we may use other BDO Member Firms to assist us with the services to which this engagement applies. Notwithstanding the fact that the services may be carried out by other BDO Member Firms assisting us as supplemental providers of services and as



subcontractors of BDO Canada LLP ("BDO subcontractors"), you agree that BDO Canada LLP shall have sole liability for both its acts and/or omissions and also all acts and/or omissions of any BDO subcontractors and you agree that you shall bring no claims or proceedings of any nature whatsoever (whether in contract, tort, breach of statutory duty or otherwise) against any BDO subcontractors or BDO International entities (including, without limitation, BDO International Limited and Brussels Worldwide Services BVBA) or other BDO Member Firms in any way arising from, in respect of or in connection with the services or this engagement.

These exclusions shall not apply to any liability, claim or proceeding founded on an allegation of fraud or wilful misconduct or other liability that cannot be excluded under applicable laws.

It is agreed that, unless otherwise specified, the limitation of liability and indemnification provisions in this engagement shall apply equally to BDO Canada LLP, our affiliates and any BDO subcontractors we may involve in the Services.

You agree that any of our affiliates and any BDO subcontractors whom we may involve in the services or BDO International entities or other BDO Member Firms shall each have the right to rely on and enforce the paragraphs above as if they were parties to this engagement.

Indemnity

Your corporation hereby agrees to indemnify, defend (by counsel retained and instructed by us) and hold harmless BDO Canada LLP and its partners, agents or employees, from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

- the breach by your corporation, or its directors, officers, agents or employees, of any of the covenants made by your corporation herein, including, without restricting the generality of the foregoing, the misuse of, or the unauthorized dissemination of, our audit report or the financial statements in reference to which the audit report is issued, or any other work product

made available to you by our Firm; and

• the services performed by BDO Canada LLP pursuant to this engagement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the negligence of BDO Canada LLP. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your corporation, failing which, the matter may be referred to dispute resolution in accordance with the terms of this letter.

Propriety of Working Papers

The working papers prepared in conjunction with our audit are the property of our Firm, constitute confidential information and will be retained by us in accordance with our Firm's policies and procedures.

Use and Distribution of Our Report

The examination of the financial statements and the issuance of our audit opinion are solely for the use of All Canadian Investment Corporation and those to whom our report is specifically addressed by us.

BDO Canada LLP makes no representations of any kind to any third party in respect of these financial statements and we accept no responsibility for their use by any third party.

If reproduction or publication of our report is planned in an annual report or other document, including electronic filings or posting of the report on a web site, a copy of the entire document should be submitted to us in sufficient time for our review before the publication or posting process begins.

Should the corporation wish to include the financial statements referred to above and our report thereon in a document proposed to be used in connection with a public or private offering of securities at some future date, please contact us immediately. We will consider our consent to the inclusion of our report in such a document at that time.



Fees

Our professional fees will be based on our regular billing rates which depend on the means by which and by whom our services are provided. We also will bill you for our out-of-pocket expenses, our internal charges for certain support activities, and applicable Goods and Services Tax, Provincial Sales Tax and Harmonized Sales Tax. Our internal charges are calculated at 5.0% of our professional fees and represent an allocation of estimated costs associated with general office services such as computer usage, telephone charges, facsimile transmissions, postage and photocopying. Fees for additional services will be established separately. Our fees are due when rendered.

Interest will be charged on all overdue accounts at the rate of 1% per month (12% per annum).

International BDO Network

The Firm is a member of the BDO international network. This network comprises independent firms (which use "BDO" as part of their business name) in many countries. These firms are associated BDO entities, but are separate legal entities.

No associated BDO entity is our agent or partner, and no associated BDO entity has authority to enter into any legal obligations on our behalf. If we introduce you to an associated BDO entity we do not accept any liability for work that they carry out on your behalf and you must make your own contractual arrangements with them directly.

We are not the agent or partner of any associated BDO entity and we do not have authority to enter into any legal obligations on their behalf.

Force Majeure

We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

Severability

In the event that any part of these Terms of Business and the Engagement Letter of which they form part is held to be invalid or unenforceable, the remainder will continue in full force and effect.

Governing Laws and Termination

The above terms of our engagement shall remain operative until amended, terminated or superseded in writing. They shall be interpreted according to the laws of the Province of British Columbia and the laws of Canada applicable therein, and any disputes arising from this engagement shall be referred to the courts of British Columbia, which shall have exclusive jurisdiction.

It is possible that we may determine that we cannot render a report or complete the engagement. If, in our professional judgment, the circumstances require, we will notify you of our resignation from this engagement which shall conform to all applicable laws.

gi_date	slip_date	name	project	category	work_type	hours	rate	amount	expense_amount
31/03/2016	02/03/2016	Carmichael, Ken	Year End 2015	Audit	AUD-Nonpub-GenRev	0.8	400		320
31/03/2016	21/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	0.7	110		77
31/03/2016	21/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	3.8	110		418
31/03/2016	18/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	1.5	110		165
31/03/2016	17/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	4.4	110		484
31/03/2016	16/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	0.75	110		82.5
31/03/2016	15/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	3.4	110		374
31/03/2016	03/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	0.15	110		16.5
31/03/2016	03/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	0.15	110		16.5
02/03/2016	02/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	1.35	110		148.5
02/03/2016	02/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	5.2	110		572
02/03/2016	02/03/2016	Dewitt, Bianca	Year End 2015	Audit	AUD-Nonpub-Prep/Perf	0.35	110		38.5
31/03/2016	21/03/2016	Johnson, Jeff	Year End 2015	Audit	AUD-Fofl Prep/Perf	1.3	400		520
31/03/2016	18/03/2016	Neil, Cory	Year End 2015	Taxation	TAX-Reorganization	0.8	455		364
31/03/2016	03/03/2016	Neil, Cory	Year End 2015	Taxation	TAX-Reorganization	0.2	455		91
02/03/2016	02/03/2016	Neil, Cory	Year End 2015	Taxation	TAX-Reorganization	0.5	455		227.5
31/03/2016	22/03/2016	Spencer, Angela	Year End 2015	Review	REV-Plan/Sup/Rev	0.5	270		135
31/03/2016	21/03/2016	Spencer, Angela	Year End 2015	Audit	AUD-Nonpub-SupRev	2.5	270		675
31/03/2016	08/03/2016	Spencer, Angela	Year End 2015	Audit	AUD-Nonpub-SupRev	0.3	270		81
02/03/2016	02/03/2016	Spencer, Angela	Year End 2015	Audit	AUD-Nonpub-SupRev	0.3	270		81
31/03/2016	24/03/2016	Wetherill, Justin	Year End 2015	Audit	AUD-Nonpub-Acct/FS	0.4	130		52
31/03/2016	21/03/2016	Wetherill, Justin	Year End 2015	Audit	AUD-Nonpub-Admin	0.25	130		32.5

4971.5

TOTAL WIP

This is Exhibit B referred
to in the Affidavit of
Angela Spencer
sworn (or affirmed) before me on
January 9, 2020
[Signature]
A Commissioner for Taking Affidavits
for the Province of British Columbia
ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

invoice_id	relieved	receivables	comments
88451533	0	0	discussion re loans, security and potential issue being outside on residential mortgages
88451533	0	0	0 follow up with Marjoribanks in Calgary re thoughts
88451533	0	0	0 Meeting with JJ, AS, and JAW
88451533	0	0	0 mortgages, discuss with AS, prep for Don
88451533	0	0	0 prep fro meeting with Don
88451533	0	0	0 mortgages - prepare for meeting with Don
88451533	0	0	0 mortgages
88451533	0	0	0 mortgages and meet with Don
88451533	0	0	0 property seaches
88451533	0	0	0 email Don re o/s info
88451533	0	0	0 land title search update
88451533	0	0	0 Loans - extra time waiting on Don, making and updating list for Don. Don is sooooo unorganized!
88451533	0	0	0 travel to ACIC and set up
88451533	0	0	0 prep and meet with Don on the audit
88451533	0	0	0 BC land title documents for BD
88451533	0	0	0 property search
88451533	0	0	0 property title documents for BD
88451533	0	0	0
88451533	0	0	0 meeting w BD to go over issues. Meet w JJ to brief. Meet with Don to discuss.
88451533	0	0	0 update w Don. Discussion of Les Allen loan/restructuring
88451533	0	0	0 dw KC on MIC status for residential on restructured loans. Update from BD
88451533	0	0	0 info to angle - share issuance 2015
88451533	0	0	0 Status meeting



Tel: 250 832 7171
Fax: 250 832 2429
www.bdo.ca

BDO Canada LLP
571 6th Street NE, Suite 201
Salmon Arm BC V1E 1R6 Canada

March 29, 2016

All Canadian Investment Corporation
2 -781 Marine Park Drive
Salmon Arm, BC V1E 2W7

Attention: Don Bergman

Re: 2015 Year End Audit

During the course of audit work on All Canadian Investment Corporation's fiscal 2015 financial statements we have become concerned with the Corporation's loan investment processes. Our concerns are such that we are resigning from our appointment as All Canadian Investment Corporation's auditors effective immediately. We will not be reporting upon the Corporation's fiscal 2015 financial statements.

We wish All Canadian Investment Corporation success in its future endeavors.

Yours truly,

BDO Canada LLP

Chartered Professional Accountants

JJJ/ch

THIS IS BARRER C referred
to in the Affidavit of
Angela Spencer
SWORN (or affirmed) before me on
January 9, 2020
[Signature]
A Commissioner for taking Affidavits
For the Province of British Columbia
ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

This is Exhibit "D" referred
to in the Affidavit of

sworn (or affirmed) before me on

January 9, 2020
[dd/mm/yyyy]

This is the 1st affidavit
of Angela Spencer in this case
and it was made on July 17, 2018



A Commissioner for taking Affidavits
for British Columbia
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

No. VLC-S-S-183355
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PLAINTIFF

AND:

BDO CANADA LLP

DEFENDANTS

AND

DONALD BERGMAN

THIRD PARTY

I, ANGELA SPENCER, CPA, CA, of Suite 201, 571 – 6th Street Northeast, Salmon Arm, British Columbia, SOLEMNLY AFFIRM THAT:

1. I am a Chartered Professional Accountant, and a partner in the Salmon Arm office of the defendant, BDO Canada LLP ("BDO"). I provided accounting services on behalf of BDO to the plaintiff, All Canadian Investment Corporation ("ACIC"). As such I have personal knowledge of the matters deposed to in this Affidavit except where stated to be on information and belief, in which case I believe such matters to be true.
2. I was licenced to practice as a Chartered Professional Accountant in 2005, after articling for three years with KPMG LLP in Victoria.

Relationship with the other parties

All Canadian Investment Corporation

3. BDO was the auditor for ACIC for its 2009 – 2014 fiscal years. On December 14, 2015, ACIC and BDO agreed that BDO would audit and report on ACIC's year-end September 30, 2015 financial statements and complete its tax returns for its September 30, 2015 year-end (the "2015 Audit Engagement").

Donald Bergman

4. While working on the 2015 Audit Engagement, Mr. Donald Bergman ("Mr. Bergman") was BDO's main contact at ACIC. At all material times, Mr. Bergman was ACIC's only director, officer, and controlling shareholder.
5. Throughout the 2015 audit, I was the senior manager on the audit team responsible for the 2015 Audit Engagement. I was primarily the person who communicated directly with Mr. Bergman in order to arrange BDO's on-site audit testing and to obtain the information BDO needed to prepare its audit report. At all material times I reported directly to Mr. Jeffrey Johnson, who led the audit team during the 2015 Audit Engagement.

The 2015 Audit Engagement

Representations by Mr. Bergman

6. On or about December 15, 2015, Mr. Bergman posted a spreadsheet to BDO's online "client portal" that provided us with a list of outstanding loans receivable for the year ended September 30, 2015. The client portal is a web-hosted site where clients can directly upload electronic documents for BDO to review. Attached to this Affidavit and marked as Exhibit "A" is a true copy of the spreadsheet titled Outstanding Loans Receivable for year ended September 30, 2015 provided by Mr. Bergman (the "Loan Listing").
7. In the Loan Listing provided by Mr. Bergman to BDO in the course of the audit work, Mr. Bergman represented that ACIC had made a loan in the amount of \$3,389,414 to 0911368 BC Ltd., a company owned by Les Allen (the "0911 Loan").

8. In the Loan Listing Mr. Bergman also represented that ACIC's loan portfolio included a number of loans to companies owned or controlled by Peter Censario, but in particular included two large residential loans as follows:

- a. The "Altezza" loan in the amount of \$6,415,224; and
- b. The "Hastings 4719" loan in the amount of \$2,065,691

(together, the "Censario Loans")

The Censario Loans were significant loans which represented approximately one-third of ACIC's total loan portfolio.

9. In or about December 2015, I provided Mr. Bergman with valuation template forms relating to ACIC's loan and security portfolio. These valuation template forms required that Mr. Bergman provide the information needed to value the loans that were to be included in ACIC's financial statements, together with documents showing the relevant security for each loan. Attached to this Affidavit and marked as **Exhibit "B"** is a copy of a blank valuation template which BDO provided to Mr. Bergman in respect of ACIC's loans.

10. In January 2016, BDO prepared a letter and schedules for Mr. Bergman to send to each of the borrowers for the loans listed on the Loan Listing, requesting details of their loans with ACIC including the amount of the principle, the rate of interest, and the nature of the security for the loan (a "Confirmation Letter"). The Confirmation Letters were prepared by Mr. Justin Wetherill, an accountant in BDO's Salmon Arm office, based on the terms of the loans as had been provided to BDO by Mr. Bergman in the Loan Listing, on other documents he had provided to us in the course of the audit work, and on information provided to us in the previous year's audit file.

11. Mr. Wetherill informed me that on or about January 21, 2016, he sent eleven Confirmation Letters to Mr. Bergman via email. Mr. Bergman was to review the terms of the loans contained in the Confirmation Letters, confirm the terms were correct or make changes as necessary, and sign and return the letters to BDO for delivery to the borrowers. On January

- 26, 2016, Mr. Bergman responded to Mr. Wetherill to say that he had to make changes to a few of the Confirmation Letters and that he would begin returning the completed ones to BDO by the next day. Attached to this Affidavit and marked as **Exhibit "C"** is a true copy of the email exchange between Mr. Wetherill and Mr. Bergman from January 21 – 26, 2016, including the attached Confirmation Letters that were sent to Mr. Bergman for his review.
12. One such Confirmation Letter was prepared for delivery by Mr. Bergman to Peter Censario, the principal of the borrowers for the Censario Loans, to confirm the terms and status of the loans his companies had from ACIC including the Censario Loans (the "Censario Confirmation"). Peter Censario returned a completed and signed Confirmation Letter to BDO, confirming the status of the loans his companies had from ACIC. The Censario Confirmation confirmed that the Censario Loans were secured by mortgages against residential property, as we had understood was the case from Mr. Bergman's review and approval of the Confirmation Letter. Attached to this Affidavit and marked as **Exhibit "D"** is a true copy of the Censario Confirmation provided under cover letter dated January 21, 2016, completed by Mr. Censario.
 13. In addition to the Confirmation Letters, in the course of the audit work, when I discussed the Censario Loans (and other loans on the Loan Listing) with Mr. Bergman, he advised me that the loans were "good" and "recoverable", or words to that effect.
 14. During the course of the 2014 audit of ACIC, BDO received a completed and signed a Confirmation Letter from Mr. Allen in which Mr. Allen disagreed with the terms of the 0911 Loan (the "2014 Allen Confirmation"). In particular, he advised that the borrower had been "restructured" and a new numbered company, 1001695 B.C. Ltd., had assumed the 0911 Loan. Attached to this Affidavit and marked as **Exhibit "E"** is a true copy of the 2014 Allen Confirmation completed by Les Allen.
 15. The contents of the 2014 Allen Confirmation, which disagreed with BDO's understanding of the terms of the 0911 Loan, as provided and approved by Mr. Bergman in the Confirmation Letter, caused the audit team to undertake some further inquiries with respect to the 0911 Loan. Later in our 2014 audit work, Mr. Bergman told me to call Kirk Romero,

- the CEO of Meridian Lodges, a company also owned by Les Allen, in order to get the information I needed about the 0911 Loan and its assumption by 1001695 B.C. Ltd. I understood from Mr. Bergman that I was to call Mr. Romero because 1001695 was a Les Allen company and he could provide me with financial information which could give support for the value of 1001695 B.C. Ltd.
16. When I spoke with Mr. Romero in 2014, he advised me that 1001695 B.C. Ltd. owns a share in a company called "WLA Financial Corporation" which owns a percentage in the Meridian Lodge project. Mr. Romero provided me with a valuation he prepared of WLA Financial Corporation to support 1001695 B.C. Ltd.'s ability to pay the 0911 Loan. At no time did Mr. Romero tell me that 1001695 B.C. Ltd. was owned by Don Bergman, or otherwise indicate that it was not a company belonging to Les Allen. My notes of this information is the typewritten note on Exhibit E to this Affidavit.
 17. In January 2016 another such Confirmation Letter was prepared by Mr. Wetherill for Mr. Bergman to review and prepare for delivery to Mr. Allen to confirm the terms and status of the loans his companies had from ACIC, including the 0911 Loan, which was provided to Mr. Bergman in the email attached to this Affidavit as Exhibit C (the "Allen Confirmation Form").
 18. During the course of the 2015 audit work, Mr. Allen returned the Confirmation Letter which had been provided to him, however, the returned form had been materially changed (the "2015 Allen Confirmation"). From my review of the Allen Confirmation Form that was sent to Mr. Bergman, the 2015 Allen Confirmation had removed the entry in relation to the 0911 Loan entirely. This alteration was not brought to BDO's attention by Mr. Bergman. Attached to this Affidavit and marked as **Exhibit "F"** is a true copy of 2015 Allen Confirmation.

Delay in Provision of Information by Mr. Bergman

19. On January 28, 2016, Mr. Wetherill, and another accountant in BDO's Salmon Arm office, Ms. Bianca Dewitt, attended ACIC's offices to commence the field work for the audit. I was informed by Ms. Dewitt and Mr. Wetherill that Mr. Bergman had not yet completed

the valuation template forms, and many of the supporting loan and security documents had not been made available to BDO.

20. I reminded Mr. Bergman several times that if ACIC did not have its documentation prepared and available, our audit work would have to be postponed. Mr. Bergman understood, but seemed unconcerned with this.
21. I spoke with Mr. Bergman on or about February 9, 2016. Mr. Bergman told me that due to a recent move, ACIC had no working computer and only one phone and so Mr. Bergman had not been able to provide the information that BDO had been requesting in order to proceed with the audit. As a result, I suggested we delay the field work for another week and assess whether it would be possible at that time for the BDO team to attend at ACIC's offices to continue with the audit team's testing.
22. I exchanged emails with Mr. Bergman on or about February 15, 2016, and he stated that his "systems" were being worked on and it would be another week before BDO could resume its audit. Attached to this Affidavit and marked as **Exhibit "G"** is a true copy of my email exchange with Mr. Bergman from February 15-16, 2016.
23. I exchanged emails again with Mr. Bergman in late February 2016, and he proposed times, in particular on Wednesday, February 24, 2016 and Thursday, February 25, 2016, for BDO to recommence its audit testing at ACIC. Prior to these dates Mr. Bergman called me and confirmed that ACIC was prepared for BDO to return to ACIC's offices and complete its audit procedures. Attached to this Affidavit and marked as **Exhibit "H"** is a true copy of the email thread between Mr. Bergman and me from February 15 – 22, 2016.
24. On or about February 24, 2016, the other audit team members and I attended at ACIC's offices to recommence the audit. However, it quickly became clear that Mr. Bergman still had not completed the valuation templates or made the required loan and security documents available to the BDO team in order for BDO to complete its audit procedures.
25. As there was nothing further that could be done at the ACIC offices, I informed Mr. Bergman that the audit work could not proceed until the requested documents supporting the loans and the security for the loans had been provided to BDO. It was agreed that BDO

would email Mr. Bergman a list of the specific documents that were required from Mr. Bergman. Attached to this Affidavit and marked as **Exhibit "I"** is a copy of the email sent by Ms. Dewitt to Mr. Bergman, dated March 2, 2016 attaching the list of outstanding items.

26. I am informed by Ms. Dewitt that on or about March 3, 2016 she emailed Mr. Bergman to follow up to see what documents Mr. Bergman had compiled and to determine whether it would be worthwhile to attend at ACIC's offices to continue the audit. Mr. Bergman advised Ms. Dewitt that he was busy with refinancing and could not attend to gathering the audit documentation that day. Attached to this Affidavit and marked as **Exhibit "J"** is a copy of the email exchange between Ms. Dewitt and Mr. Bergman, dated March 3, 2016 regarding the outstanding documents.
27. I am informed by Ms. Dewitt that on or about March 7, 2016, she emailed Mr. Bergman to follow up on the status of the requested documents. Mr. Bergman did not respond to Ms. Dewitt. As a result, Ms. Dewitt asked me to call Mr. Bergman. Attached to this Affidavit and marked as **Exhibit "K"** is a copy of the email from Ms. Dewitt to Mr. Bergman, dated March 7, 2016, and Ms. Dewitt's subsequent email to me.
28. On or about March 8, 2016, I spoke with Mr. Bergman on the phone. In the call, Mr. Bergman committed to providing the information needed to continue the audit.
29. During the same call I inquired about the 0911 Loan as I had not yet received any confirmation of the terms of this loan, as the requested confirmation had been removed from the 2015 Allen Confirmation. Mr. Bergman said that this loan was no longer due to ACIC. He further said that the 0911 Loan was now a loan from Mr. Bergman's personal numbered company, 1001695 B.C. Ltd. Mr. Bergman advised me that he had made a deal with Mr. Allen that the 0911 Loan owed to ACIC was to be forgiven, and in exchange Mr. Bergman's company, 1001695 B.C. Ltd., would receive a 10% interest in a company owned by Mr. Allen, WLA Holdings Ltd. Mr. Bergman noted that WLA Holdings Ltd. was worth \$600M at its last valuation and so the loan "was good." I explained to Mr. Bergman that this was a related party transaction, and the loan amount recorded would need to be adjusted and disclosed on the company's financial statements. Mr. Bergman

agreed it was a related party transaction, and then made a statement to the effect that "the Securities Commission isn't going to like this."

30. I was very troubled by the disclosure that in the course of the audit, Mr. Bergman had tried to pass off his own numbered company, 1001695 B.C. Ltd., for a third-party company, and that it now appeared that Mr. Allen and others at his companies had participated in this deception. I was also deeply concerned that Mr. Bergman had engaged in this transaction and taken a corporate opportunity to obtain a personal benefit, with no benefit to ACIC.
31. As a result, following my call with Mr. Bergman, I immediately advised Mr. Johnson of this new information about the 0911 Loan. He was also very seriously troubled about this information. Mr. Johnson asked me to set up a meeting in person with Mr. Bergman to discuss this transaction.
32. On or about March 11, 2016, I followed up with Mr. Bergman by email, advising that he had not yet provided the requested documents. Attached to this Affidavit and marked as Exhibit "L" is a copy of the email from me to Mr. Bergman, dated March 11, 2016.
33. I am informed by Ms. Dewitt that on or about March 15, 2016, Ms. Dewitt emailed Mr. Bergman again to find out why no documents had been provided to BDO. Attached to this Affidavit and marked as Exhibit "M" is a copy of the email from Ms. Dewitt to Mr. Bergman, dated March 15, 2016.
34. On March 15, 2016, Mr. Bergman provided BDO with a USB drive containing some of the requested documents. BDO's staff worked through some of the loans with the information provided, however information continued to be missing.

Release of Security on ACIC Loans

35. As a result of the information provided to BDO by Mr. Bergman in the course of the audit work, including the his approval of the content of the Confirmation Letters, and his representations to me that the loans on the Loan Listing were "good" and "recoverable", I understood that the Censario Loans were secured by mortgages against residential property. This information was confirmed by the borrower, Peter Censario, in the Censario

Confirmation. At no time prior to March 2016 did Mr. Bergman advise me or any of the audit team at BDO that the status of the security for the Censario Loans had changed.

36. In order for ACIC to maintain its status as a Mortgage Investment Company ("MIC") pursuant to the *Income Tax Act*, no less than 50% of its loan portfolio had to be secured by mortgages on residential property or land intended as residential property.
37. On or about March 2, 2016, BDO conducted a title search of the lands purported to be mortgaged as security for the Hastings 4719 loan. This is a regular step in our audit procedures which we perform to obtain independent third-party verification of loan security (much like seeking confirmation of the loans from the third-party borrowers). When we obtained the search results, it was discovered that ACIC had discharged its mortgage security. Attached to this Affidavit and marked as **Exhibit "N"** are copies of the land title searches conducted by BDO staff, dated March 2, 2016 relating to the Hastings 4719 security.
38. On or about March 2, 2016, I met with Mr. Bergman at ACIC's offices. At that meeting, I advised him that we found there was no mortgage registered in favour of ACIC, and I asked Mr. Bergman why he would remove ACIC's charge against title related to the Hastings 4719 loan. Mr. Bergman responded that this was common practice in the real estate industry, and that in order to move a project forward sometimes a lender had to give up security over the property. This explanation did not seem commercially reasonable to me. Mr. Bergman suggested to me that if he had to, he would "put ACIC back on title" (or words to that effect) for the purpose of the audit. I understood Mr. Bergman to be saying that he would temporarily register mortgage security against the relevant title in favour of ACIC in order to allow BDO to complete its audit, or that he would otherwise create documents to suggest that ACIC had registered mortgage security as at September 20, 2015, when that was not the case. Mr. Bergman's suggestion was flatly refused, and BDO continued to request proper documentation regarding ACIC's loan and security portfolio.
39. On or about March 18, 2016, BDO conducted a title search of the lands purported to be mortgaged as security for the Altezza loan. It was discovered that ACIC had discharged its mortgage security on that loan as well. The title search also demonstrated that there were

two other lenders registered against the property. Attached to this Affidavit and marked as **Exhibit "O"** are copies of the land title searches conducted by BDO staff, dated March 18, 2016, relating to the Altezza security.

40. By releasing the security on these two large Censario Loans, less than 40% of ACIC's loan portfolio met the requisites necessary to maintain ACIC's MIC status. If ACIC lost its MIC status, its ability to carry on business would be in doubt.
41. On March 21, 2016, Ms. Dewitt emailed Mr. Bergman to advise him that BDO had conducted a land title search for the property charged as security for the Altezza loan, and that the search revealed that there were now first mortgages against the property in favour of North Shore Credit Union and Bancorp Growth Management. What this meant was that ACIC had released its security and lost its priority in relation to the Altezza loan. Attached to this Affidavit and marked as **Exhibit "P"** is a true copy of Ms. Dewitt's email to Mr. Bergman dated March 21, 2016.

March 21, 2016 Meeting

42. Due to the serious concerns Mr. Johnson and I shared with regards to the truthfulness and reliability of the information provided to us by Mr. Bergman, I arranged a meeting with Mr. Bergman, Mr. Johnson, and me for March 21, 2016. The meeting took place at 3:30 p.m. in the boardroom of BDO's Salmon Arm offices.
43. Mr. Johnson asked Mr. Bergman about the forgiveness of the 0911 Loan. In reply, Mr. Bergman confirmed that the 0911 Loan was forgiven in exchange for 10% of the shares of WLA Holdings Ltd., which were to be given to his company, 1001695 B.C. Ltd. Mr. Bergman asked me if he should tell Mr. Johnson what the value of the shares were, and then advised Mr. Johnson that they were worth approximately \$60,000,000 based on WLA Holding's valuation.
44. Mr. Johnson expressed his concern to Mr. Bergman that this transaction was a personal benefit to him and that ACIC had not received anything in exchange. Mr. Bergman offered to make interest payments to ACIC or to pay royalties to ACIC. He also suggested that he to put into place whatever agreements were necessary for BDO to complete the audit.

45. Mr. Johnson expressed that he thought the B.C. Securities Commission would have issues with this transaction. Mr. Bergman said that he agreed they wouldn't like it but that he would wait and see what they came back with.
46. For me, this meeting underscored that there were serious questions about Mr. Bergman's integrity, and also that he wanted BDO to help facilitating the presentation of financial statements that were knowingly misleading. I did not feel we could trust the information we had been given by Mr. Bergman as a result of his conduct and comments.
47. In response to Mr. Bergman's statements and conduct at this meeting, Mr. Johnson informed Mr. Bergman that we would have to consult with BDO's national audit standards to determine if we could complete the audit.

AFFIRMED BEFORE ME at Salmon Arm,
British Columbia, on July 17, 2018.



A commissioner for taking affidavits
for British Columbia


ANGELA SPENCER

ZOË STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

All Canadian Investment Corporation
Outstanding Loans Receivable
For year ended September 30, 2015

Account Description	Balance	Accrued Interest	Attention	Company
Allen 0911368 BC Ltd.	3,389,414.00	-	Les Allen	0911368 BC Ltd
Charleson Park	150,000.00	-	Legal Collections-	Clark Wilson - contact Anna Sekunova
Daniel Point Projects Lots	2,700,000.00	-	Don Bergman	All Canadian Investment Corporation
Hastings & Beta	6,415,223.99	-	Peter Censorio	Altezza Development Ltd.
Hastings & Carleton	1,137,147.35	-	Peter Censorio	Censorio Group (Hastings & Carleton) Holdings Ltd.
Lensen 50th Ave	402,158.28	-	Michael Lensen	N/A
Mendes	100,000.00	12,002.00	Joe Mendes	Seamont Investments Ltd.
Otter Bay	1,630,334.50	49,312.04	Joe Mendes	Seamont Investments Ltd.
Parmar	24,102.40	78.95	Ravi Parmar	N/A
Risler 400	650,000.00	-	Gary Risler	N/A
Risler 616796 BC Ltd.	700,000.00	89,753.46	Gary Risler	616796 BC Ltd
Risler P-Note	825,000.00	-	Gary Risler	N/A
Seamount Investment Ltd.	64,723.32	-	Joe Mendes	Seamont Investments Ltd.
Stonewater Motel	1,159,155.78	-	Terry Griffin	Stonewater Motel Ltd.
Sweet Drenas Motel	290,000.00	8,771.51	Joe Mendes	Seamont Investments Ltd.
Censorio Dev Corp	4,494,117.02	-	Peter Censorio	Censorio Development Corp
Chisa Holdings	67,952.00	-	Peter Censorio	Chisa Holdings Ltd
Chisa Properties	845,926.61	-	Peter Censorio	Chisa Properties Ltd.
Grant Manor	600,000.00	160,624.66	Joe Mendes	Seamont Investments Ltd.
Hastings 4719	2,065,891.00	-	Peter Censorio	Censorio Group (Hastings & Beta) Holdings Ltd.
Hastings 6715	1,059,899.87	-	Peter Censorio	Censorio Group (Hastings & Sperling) Holdings Ltd
Agnes & Elliot	9,780,583.54	-	Peter Censorio	Censorio Group (Agnes & Elliot) Holdings Ltd.
Censorio Construction	40,000.00	-	Peter Censorio	Censorio Construction Group Ltd
Golden Buffalo	100,000.00	-	Don Wilson	Golden Buffalo Development Inc
I3 Design	30,000.00	-	Peter Censorio	I3 Design
Meridian Lodges	360,000.00	-	Les Allen	Meridian Resource Accommodations Inc.
Frederick	10,000.00	923.84	Bob Frederick	N/A
Weninger	100,000.00	3,024.65	Ron Weninger	N/A
	39,191,429.66	324,491.11		

This is Exhibit "A" referred to in the Affidavit of April 2016 sworn before me on 17 May 2016
A Commissioner for taking Affidavits for British Columbia
JOE STEVENS
A Notary Public in and for The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

(2)

Address		Email
1910 - 1095 West Pender Street	Vancouver	BC V6E 2M6 les@meridianlodges.com
900-885 West Georgia Street	Vancouver	BC V6C 3H1 ads@cwilson.com
825 Lakeshore Drive, SW	Salmon Arm	BC V6E 2M6 dbereman@acicinvestor.ca
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
16529 108A Ave	Surrey	BC V4N 5B9 mlensen@telus.net
1770 - 650 West Georgia Street	Vancouver	BC V6B 4N9 mendesj@telus.net
1770 - 650 West Georgia Street	Vancouver	BC V6B 4N9 mendesj@telus.net
150- 14351 Burrows Road	Richmond	BC V6V 1K9 sennainc@telus.net
505-535 Nicola Street	Vancouver	BC V6G 3G3 grisler@shaw.ca
505-535 Nicola Street	Vancouver	BC V6G 3G3 grisler@shaw.ca
505-535 Nicola Street	Vancouver	BC V6G 3G3 grisler@shaw.ca
1770 - 650 West Georgia Street	Vancouver	BC V6B 4N9 mendesj@telus.net
15366 Hallowell Road	Ruby Lake	BC V0H 2H0 reservations@thestonewater.ca
1770 - 650 West Georgia Street	Vancouver	BC V6B 4N9 mendesj@telus.net
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
1770 - 650 West Georgia Street	Vancouver	BC V6B 4N9 mendesj@telus.net
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
1300 1500 Georgia Street	Vancouver	BC V6G 2Z6 donaldwilson@goldenbuffalo.ca
2410 Charles Street	Vancouver	BC V6K 2Z9 peter@censoriogroup.com
1910 - 1095 West Pender Street	Vancouver	BC V6E 2M6 les@meridianlodges.com
3585 West 34th Ave	Vancouver	BC V6N 2K7 bob@mvpfilm.com
1225 Mountain Ave	Kelowna	BC V1Y 7G9 r-e-weninger@telus.net

3

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5

[illegible]

5

2,932,630.14
150,000.00
2,780,000.00
7,035,645.42
1,403,972.93
320,311.12
100,000.00
1,655,500.00
52,829.83
600,000.00
700,000.00
700,000.00
64,723.32
1,159,155.78
290,000.00
3,582,682.57
54,800.00
1,232,180.82
600,000.00
1,650,180.54
1,074,773.60
1,917,543.08

100,000.00

6

1,725,000.00
150,000.00
2,700,000.00
5,069,986.00
634,179.00
284,000.00
100,000.00
1,655,500.00
29,873.13
600,000.00
700,000.00
700,000.00
64,723.32
1,112,500.00
290,000.00
2,943,569.30
150,000.00
1,100,000.00
1,700,000.00
800,000.00
735,000.00
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70
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39
121
13
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4
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22
(63)
12
(65)
106
46
0

0

8

Adrian Greer

From: Spencer, Angela
Sent: November-23-15 4:32 PM
To: 'Don Bergman'
Subject: FW: Loan Impairment Analysis Template
Attachments: Loan Impairment Analysis Template.xlsx

Hi Don- As we discussed on the phone, under the new accounting standards we are required to evaluate the carrying value of the loan against the recoverable value of the underlying security. This spreadsheet helps us calculate what the "fair value" of the loans security is based on the fair value less selling costs and the time to sell.

We can discuss more at our planning meeting but wanted to pass onto you to consider in advance and in preparing the year-end audit file.

Please let me know if you have any questions.

Thank you!

Angie

From: Seevers, Kevin
Sent: November 23, 2015 2:24 PM
To: Spencer, Angela <ASpencer@bdo.ca>
Subject: Loan Impairment Analysis Template

Kevin Seevers, CPA, CA
Staff Accountant
BDO Canada LLP
Direct: 250 832 7171 ext 5570
KSeevers@bdo.ca

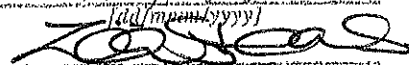
201 - 571 6th Street NE
Salmon Arm, BC V1E 1R6
Canada
Tel: 250 832 7171
Fax: 250 832 2429
www.bdo.ca

Before you print think about the environment.

This is Exhibit "B" referred
to in the Affidavit of

Angela Spencer
sworn (or affirmed) before me on

17 / July / 2019
[dd/mm/yyyy]


A Commissioner for taking Affidavits
for British Columbia

ZOË STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

9

Mortgage Investment Corporation
 For year ended
 Mortgage impairment assessment template

Note that support for each variable must be provided to the auditor each year for each property

Variable	Input Amount	
Property name/ID		
Fair Value per appraisal		Amount per appraisal(s) provided
First Mortgage payout (if applicable)		Estimated remaining first mortgage amounts
percentage of loan (if syndicated)	100.00%	100% if the mortgage is not syndicated
Interest rate on loan		Interest rate per mortgage agreement
Estimated time to sell property from year end		Estimated time to sell in years
Carrying amount of loan on the books		Outstanding principal plus accrued interest

Analysis of the recoverability of 0

Estimated fair value per appraisal	
Estimated realtor fees (7% on \$100,000 & 3% thereafter)	-
Estimated legal fees (1%)	-
Subtotal	-
Less: First mortgage amounts	-
Estimated net proceeds on disposal of collateral	-
Effective interest rate on loan	0.00%
Estimated time to sell property (in months)	
Present value	0
Interest in mortgage	100%
Estimated recoverable amount from disposal of collateral	-
Carrying amount of loan receivable	

Potential Impairment

Conclusion:
 No impairment writedown is required

Notes:

10

Adrian Greer

From: Don Bergman <DBergman@acicinvestor.ca>
Sent: January-26-16 3:39 PM
To: Wetherill, Justin
Subject: RE: Mortgage/Loan Confirmations

Hi Justin,

Thursday morning works for us. I have been extremely busy and have not forwarded the confirmations documents yet. I have to make some changes to a few so I will forward the ones that are ready to go tomorrow morning and we can get the process started. I will then deal with the changes and forward them to you later.

Thanks,
Don

From: Wetherill, Justin [mailto:JWetherill@bdo.ca]
Sent: January-25-16 4:10 PM
To: Don Bergman
Cc: Elaine Carelse ACIC
Subject: RE: Mortgage/Loan Confirmations

Hi Don,

Hope you had a good weekend. I am still hoping to receive the confirmation documents from you. Also, I think that we will plan on coming out and doing the other parts of the audit on Thursday morning if that works for you.

Thanks,

Justin Wetherill
A&A Intermediate Staff Accountant


BDO Canada LLP
jwetherill@bdo.ca

201, 571 - 6th Street NE
Salmon Arm, BC V1E 1R6
Canada
Tel: 250-832-7171
Fax: 250-832-2429
www.bdo.ca

From: Don Bergman [mailto:DBergman@acicinvestor.ca]
Sent: January 22, 2016 2:43 PM
To: Wetherill, Justin
Subject: RE: Mortgage/Loan Confirmations

Hi Justin.

Attached is our redemption policy. I started to make some changes to the confirmation letters and then got busy on other things. I will finalize the letters this weekend so you have them on Monday.

This is Exhibit "C" referred
to in the Affidavit of
Angela Spencer
sworn (or affirmed) before me on
17 / July / 2016
(dd/mm/yyyy)

A Commissioner for taking Affidavits
for British Columbia

ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

Don

①

From: Wetherill, Justin [<mailto:JWetherill@bdo.ca>]
Sent: January-22-16 12:54 PM
To: Don Bergman
Subject: RE: Mortgage/Loan Confirmations

Thanks Don, I await your reply. Also, could you provide a copy of ACIC's share redemption policy?

Regards,

Justin Wetherill
A&A Intermediate Staff Accountant

BDO Canada LLP
jwetherill@bdo.ca

201, 571 - 6th Street NE
Salmon Arm, BC V1E 1R6
Canada
Tel: 250-832-7171
Fax: 250-832-2429
www.bdo.ca

From: Don Bergman [<mailto:DBergman@acicinvestor.ca>]
Sent: January 21, 2016 4:50 PM
To: Wetherill, Justin
Subject: RE: Mortgage/Loan Confirmations

Hi Justin,

I am just reviewing the letters and will get them to you tomorrow morning.

Don

From: Wetherill, Justin [<mailto:JWetherill@bdo.ca>]
Sent: January-21-16 10:35 AM
To: Don Bergman
Cc: Elaine Carelse ACIC
Subject: Mortgage/Loan Confirmations

Hi Don,

I have prepared confirmations for the mortgage and loan balances outstanding; could you please review (ie. loan balances and interest at year end), sign these documents and forward them back to me as soon as possible? Please print them on your letterhead as in the prior year (scanning and emailing them back is fine.)

I will be sending additional documents later today. Also, I wanted to check in to see how the valuation spreadsheets are going?

Thanks for your help,

Justin Wetherill
A&A Intermediate Staff Accountant

BDO Canada LLP

12

jwetherill@bdo.ca

201, 571 - 6th Street NE
Salmon Arm, BC V1E 1R6
Canada
Tel: 250-832-7171
Fax: 250-832-2429
www.bdo.ca

The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

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BDO is the brand name for the BDO network and for each of the BDO Member Firms.

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BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.

13

January 21, 2016

Via Email: donaldwilson@goldenbuffalo.ca

Don Wilson
1300 1500 Georgia Street
Vancouver, BC V6G 2Z6

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

14

Golden Buffalo

Date of Last Payment Made On Or Before Sept. 30/15:	N/A
Principle Amount Owing at Sept. 30/15:	\$ 100,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 11,353.42
Total Amount Owing as at Sept. 30/15:	\$ 111,353.42
Term Maturity:	Demand
Interest Rate Per Annum:	8.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

15

January 21, 2016

Via Email: mendesj@telus.net

Joe Mendes
1770 – 650 West Georgia Street
Vancouver, BC V6B 4N9

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

Mendes

Date of Last Payment Made On Or Before Sept. 30/15:	September 16, 2014
Principle Amount Owning at Sept. 30/15:	\$ 100,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 12,002.00
Total Amount Owning as at Sept. 30/15:	\$112,002.00
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

Otter Bay

Date of Last Payment Made On Or Before Sept. 30/15:	April 21, 2015
Principle Amount Owning at Sept. 30/15:	\$ 1,630,334.50
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 49,312.04
Total Amount Owning as at Sept. 30/15:	\$ 1,679,646.54
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

\$49,312.04 interest payment received in October 2015.

Signature _____



Seamount Investments Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	April 13, 2012
Principle Amount Owing at Sept. 30/15:	\$ 64,723.32
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 17,443.47
Total Amount Owing as at Sept. 30/15:	\$ 82,166.79
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

Sweet Dreams Motel

Date of Last Payment Made On Or Before Sept. 30/15:	September 30, 2015
Principle Amount Owing at Sept. 30/15:	\$ 290,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 8,771.51
Total Amount Owing as at Sept. 30/15:	\$ 298,771.51
Term Maturity:	August 10, 2016
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Commercial

Agree: (____) OR Disagree: (____) (please provide details in the space below)

\$8,771.51 interest payment received in October 2015.

Signature _____

Grant Manor

Date of Last Payment Made On Or Before Sept. 30/15:	September 30, 2015
Principle Amount Owing at Sept. 30/15:	\$ 600,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 160,624.66
Total Amount Owing as at Sept. 30/15:	\$ 760,624.66
Term Maturity:	November 30, 2015
Interest Rate Per Annum:	8.00%
Payment Frequency	Quarterly
Security	Residential

Agree: (____) OR Disagree: (____) (please provide details in the space below)

\$12,098.63 interest payment received in October 2015

Signature _____

19

January 21, 2016

Via Email: peter@censoriogroup.com

Peter Censorio
2410 Charles Street
Vancouver, BC V5K 2Z9

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

20

Altezza Development Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	December 12, 2014
Principle Amount Owning at Sept. 30/15:	\$ 6,415,223.99
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 6,415,223.99
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Residential

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

Censorio Group (Hastings & Carleton) Holdings Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	February 12, 2015
Principle Amount Owning at Sept. 30/15:	\$ 1,137,147.35
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 1,137,147.35
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Residential

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

21

Censorio Development Corp

Date of Last Payment Made On Or Before Sept. 30/15:	September 30, 2013
Principle Amount Owing at Sept. 30/15:	\$ 4,494,117.02
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owing as at Sept. 30/15:	\$ 4,494,117.02
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

Chisa Holdings Ltd

Date of Last Payment Made On Or Before Sept. 30/15:	September 30, 2013
Principle Amount Owing at Sept. 30/15:	\$ 67,952.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owing as at Sept. 30/15:	\$ 67,952.00
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

22

Chisa Properties Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	June 9, 2014
Principle Amount Owning at Sept. 30/15:	\$ 845,926.61
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 845,926.61
Term Maturity:	November 30, 2016
Interest Rate Per Annum:	6.00%
Payment Frequency	Quarterly
Security	Commercial

Agree: () OR Disagree: () (please provide details in the space below)

Signature _____

Censorio Group (Hastings & Beta) Holdings Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	September 30, 2015
Principle Amount Owning at Sept. 30/15:	\$ 2,065,691.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 2,065,691.00
Term Maturity:	March 30, 2015
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Residential

Agree: () OR Disagree: () (please provide details in the space below)

Signature _____

23

Censorio Group (Hastings & Sperling) Holdings Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	April 9, 2014
Principle Amount Owing at Sept. 30/15:	\$ 1,059,899.87
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owing as at Sept. 30/15:	\$ 1,059,899.87
Term Maturity:	April 30, 2016
Interest Rate Per Annum:	12.00%
Payment Frequency:	Quarterly
Security:	Residential

Agree: () OR Disagree: () (please provide details in the space below)

Signature _____

Censorio Group (Agnes & Elliot) Holdings Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	September 30, 2013
Principle Amount Owing at Sept. 30/15:	\$ 9,780,583.54
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owing as at Sept. 30/15:	\$ 9,780,583.54
Term Maturity:	May 31, 2015
Interest Rate Per Annum:	12.00%
Payment Frequency:	Quarterly
Security:	Residential

Agree: () OR Disagree: () (please provide details in the space below)

Signature _____

Censorio Construction Group Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	N/A
Principle Amount Owning at Sept. 30/15:	\$ 47,798.36
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 47,798.36
Term Maturity:	February 29, 2016
Interest Rate Per Annum:	12.00%
Payment Frequency:	Quarterly
Security:	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

I3 Design

Date of Last Payment Made On Or Before Sept. 30/15:	N/A
Principle Amount Owning at Sept. 30/15:	\$ 35,385.21
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 35,385.21
Term Maturity:	April 30, 2016
Interest Rate Per Annum:	12.00%
Payment Frequency:	Quarterly
Security:	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

(K)

January 21, 2016

Via Email: r-e-weninger@telus.net

Ron Weninger
1225 Mountain Avenue
Kelowna, BC V1Y 7G9

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

26

Ron Weninger

Date of Last Payment Made On Or Before Sept. 30/15:	July 27, 2015
Principle Amount Owning at Sept. 30/15:	\$ 100,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 3,024.65
Total Amount Owning as at Sept. 30/15:	\$ 103,024.65
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

21

January 21, 2016

Via Email: bob@mvpfilm.com

Bob Frederick
3585 West 34th Avenue
Vancouver, BC V6N 2K7

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

26

Frederick

Date of Last Payment Made On Or Before Sept. 30/15:	N/A
Principle Amount Owing at Sept. 30/15:	\$ 10,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 923.84
Total Amount Owing as at Sept. 30/15:	\$ 10,923.84
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

21

January 21, 2016

Via Email: ies@meridianlodges.com

Les Allen
1910 - 1095 West Pender Street
Vancouver, BC V6E 2M6

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

30

1001695 BC Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	June 1, 2011
Principle Amount Owing at Sept. 30/15:	\$ 3,389,414.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owing as at Sept. 30/15:	\$ 3,389,414.00
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

Meridian Lodges

Date of Last Payment Made On Or Before Sept. 30/15:	June 12, 2014
Principle Amount Owing at Sept. 30/15:	\$ 360,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owing as at Sept. 30/15:	\$ 360,000.00
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Raw Residential Land

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

31

January 21, 2016

Via Email: sennainc@telus.net

Ravi Parmar
150 - 14351 Burrows Road
Richmond, BC V6V 1K9

Dear Sir/Madam:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

32

Parmar

Date of Last Payment Made On Or Before Sept. 30/14:	September 20, 2015
Principle Amount Owing at Sept. 30/14:	\$ 24,102.40
Accrued Interest and Charges from Date of Last Payment to Sept. 30/14:	\$ 78.95
Total Amount Owing as at Sept. 30/14:	\$ 24,181.35
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

33

July 16, 2018

Via Email: ads@cwilson.com

Clark Wilson LLP
900 – 885 West Georgia Street
Vancouver, BC V6C 3H1

Attention : Anna Sekunova

Dear Madam:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

34

Charleson Park

Date of Last Payment Made On Or Before Sept. 30/15:	N/A
Principle Amount Owning at Sept. 30/15:	\$ 150,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 150,000.00
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

35

July 16, 2018

Via Email: gristler@shaw.ca

Gary Ristler
505 – 535 Nicola Street
Vancouver, BC V6G 3G3

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

Risler 400

Date of Last Payment Made On Or Before Sept. 30/15:	September 29, 2015
Principle Amount Owning at Sept. 30/15:	\$ 650,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$0.00
Total Amount Owning as at Sept. 30/15:	\$ 650,000.00
Term Maturity:	Demand
Interest Rate Per Annum:	10.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

616796 BC Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	April 22, 2015
Principle Amount Owning at Sept. 30/15:	\$ 700,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 52,356.16
Total Amount Owning as at Sept. 30/15:	\$ 752,356.16
Term Maturity:	Demand
Interest Rate Per Annum:	10.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

\$52,356.16 interest payment received in October 2016

Signature _____

37

Risler P-Note

Date of Last Payment Made On Or Before Sept. 30/15:	September 29, 2015
Principle Amount Owing at Sept. 30/15:	\$ 850,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owing as at Sept. 30/15:	\$ 850,000.00
Term Maturity:	Demand
Interest Rate Per Annum:	10.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

38

January 21, 2016

Via Email: mlensen@telus.net

Michael Lensen
16529 108A Avenue
Surrey, BC V4N 5B9

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

36

Lensen 50th Ave.

Date of Last Payment Made On Or Before Sept. 30/15:	December 15, 2011
Principle Amount Owing at Sept. 30/14:	\$ 402,158.28
Accrued Interest and Charges from Date of Last Payment to Sept. 30/14:	\$ 0.00
Total Amount Owing as at Sept. 30/14:	\$ 402,158.28
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: (____) OR Disagree: (____) (please provide details in the space below)

Signature _____

40

January 21, 2016

Via Email: reservations@thestonewater.ca

Terry Griffin
15366 Hallowell Road
Ruby Lake, BC V0H 2H0

Dear Sir/Madam:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

41

Stonewater Motel Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	September 30, 2015
Principle Amount Owning at Sept. 30/15:	\$ 1,294,131.24
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 1,294,131.24
Term Maturity:	Demand
Interest Rate Per Annum:	6.00%
Payment Frequency	Quarterly
Security	Commercial

Agree: () OR Disagree: () (please provide details in the space below)

Interest payment of \$40,000 received Sept 30, 2015

Signature _____

42



January 21, 2016

Via Email: peter@ensorlogroup.com

Peter Censorlo
2410 Charles Street
Vancouver, BC V6K 2Z9

Dear Sir:

Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

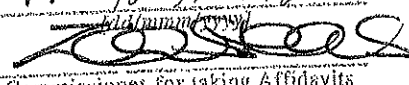
BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION


Don Bergman

This is Exhibit "D" referred
to in the Affidavit of
Angela Spencer
sworn (or affirmed) before me on
17 July 2018

A Commissioner for taking Affidavits
for British Columbia

ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

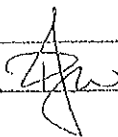
43

Altezza Development Ltd. (Hastings & Beta)

Date of Last Payment Made On Or Before Sept. 30/15:	December 12, 2014
Principle Amount Owning at Sept. 30/15:	\$ 6,415,223.99 M. CO. 01
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 6,415,223.99
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%✓
Payment Frequency	Quarterly
Security	Residential✓

Agree: (✓) OR Disagree: () (please provide details in the space below)

Signature

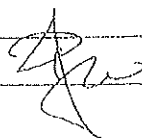


Censorio Group (Hastings & Carleton) Holdings Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	February 12, 2015
Principle Amount Owning at Sept. 30/15:	\$ 1,137,147.35 M. CO. 01
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 1,137,147.35
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%✓
Payment Frequency	Quarterly
Security	Residential✓

Agree: (✓) OR Disagree: () (please provide details in the space below)

Signature



44

Censorio Development Corp

Date of Last Payment Made On Or Before Sept. 30/15:

September 30, 2013

Principle Amount Owling at Sept. 30/15:

\$ 4,494,117.02 M. CO. 01

Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:

\$ 0.00

Total Amount Owling as at Sept. 30/15:

\$ 4,494,117.02

Term Maturity:

Demand

Interest Rate Per Annum:

12.00% ✓

Payment Frequency

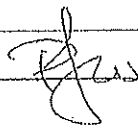
Quarterly

Security

Promissory Note. ✓

Agree: (☒) OR Disagree: (☐) (please provide details in the space below)

Signature



Chisa Holdings Ltd

Date of Last Payment Made On Or Before Sept. 30/15:

September 30, 2013

Principle Amount Owling at Sept. 30/15:

\$ 67,952.00 M. CO. 01

Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:

\$ 0.00

Total Amount Owling as at Sept. 30/15:

\$ 67,952.00

Term Maturity:

Demand

Interest Rate Per Annum:

12.00% ✓

Payment Frequency

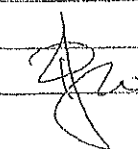
Quarterly

Security

Promissory Note. ✓

Agree: (☒) OR Disagree: (☐) (please provide details in the space below)

Signature



45

Chisa Properties Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	June 9, 2014
Principle Amount Owning at Sept. 30/15:	\$ 845,926.61 M. CO. 0.1
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 845,926.61
Term Maturity:	November 30, 2016
Interest Rate Per Annum:	6.00% ✓
Payment Frequency	Quarterly
Security	Commercial ✓

Agree: (☒) OR Disagree: (☐) (please provide details in the space below)

Signature 

Censorio Group (Hastings & Beta) Holdings Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	September 30, 2015
Principle Amount Owning at Sept. 30/15:	\$ 2,065,691.00 M. CO. 0.1
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 2,065,691.00
Term Maturity:	March 30, 2016
Interest Rate Per Annum:	12.00% ✓
Payment Frequency	Quarterly
Security	Residential ✓

Agree: (☒) OR Disagree: (☐) (please provide details in the space below)

Signature 

Censorio Group (Hastings & Sperling) Holdings Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:

April 9, 2014

Principle Amount Owning at Sept. 30/15:

\$ 1,059,899.87 M. CO. 01

Accrued Interest and Charges from Date of Last Payment to Sept. 30/16:

\$ 0.00

Total Amount Owning as at Sept. 30/15:

\$ 1,059,899.87

Term Maturity:

April 30, 2016

Interest Rate Per Annum:

12.00% ✓

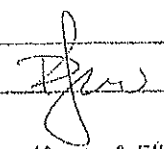
Payment Frequency:

Quarterly

Security:

Residential ✓

Agree: ☒ OR Disagree: ☐ (please provide details in the space below)

Signature 

Censorio Group (Agnes & Elliot) Holdings Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:

September 30, 2013

Principle Amount Owning at Sept. 30/15:

\$ 9,780,583.54 M. CO. 01

Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:

\$ 0.00

Total Amount Owning as at Sept. 30/15:

\$ 9,780,583.54

Term Maturity:

May 31, 2015

Interest Rate Per Annum:

12.00% ✓

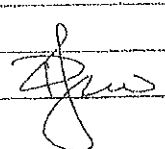
Payment Frequency:

Quarterly

Security:

Residential ✓

Agree: ☒ OR Disagree: ☐ (please provide details in the space below)

Signature 

UPD

Consorio Construction Group Ltd.

Date of Last Payment Made On Or Before Sept. 30/15:	N/A
Principle Amount Owning at Sept. 30/15:	\$ 47,798.36 M. CO. 01
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 47,798.36
Term Maturity:	February 29, 2016
Interest Rate Per Annum:	12.00% ✓
Payment Frequency:	Quarterly
Security:	Promissory Note ✓

Agree: (✓) OR Disagree: () (please provide details in the space below)

Signature _____

13 Design

Date of Last Payment Made On Or Before Sept. 30/15:	N/A
Principle Amount Owning at Sept. 30/15:	\$ 35,385.21 M. CO. 01
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 35,385.21
Term Maturity:	April 30, 2016
Interest Rate Per Annum:	12.00% ✓
Payment Frequency:	Quarterly
Security:	Promissory Note ✓

Agree: (✓) OR Disagree: () (please provide details in the space below)

Signature  _____

48

This is Exhibit "E" referred to in the Affidavit of

Angela Spencer

17 July 2018
(dd/mm/yyyy)

ZOE STEVENS

A Notary Public in and for the Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

[Signature]
A Commissioner for taking Affidavits for British Columbia

0911368 BC Ltd.

Date of Last Payment Made On Or Before Sept. 30/14:	June 1, 2011
Principle Amount Owning at Sept. 30/14:	\$ 3,189,414.00 w.o.2
Accrued Interest and Charges from Date of Last Payment to Sept. 30/14:	\$ 0.00
Total Amount Owning as at Sept. 30/14:	\$ 3,189,414.00
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Promissory Note

Agree: () OR Disagree: (✓) (please provide details in the space below)

This Company was restructured effective April 30/2014 with the entire balance of \$3,189,414.00 being transferred to and being fully assumed by 1001695 B.C. Ltd

Signature *[Signature]*

Daniel Point Projects

Date of Last Payment Made On Or Before Sept. 30/14:	June 12, 2014
Principle Amount Owning at Sept. 30/14:	\$ 2,700,000.00 w.o.2
Accrued Interest and Charges from Date of Last Payment to Sept. 30/14:	\$ 1,979,348.03
Total Amount Owning as at Sept. 30/14:	\$ 4,679,348.03
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Raw Residential Land

Agree: (✓) OR Disagree: () (please provide details in the space below)

Signature *[Signature]*



January 21, 2016

Via Email: los@meridianlodges.com

Les Allen
1910 - 1095 West Pender Street
Vancouver, BC V6E 2M6

Dear Sir:


Re: LOAN PAYABLE WITH ALL CANADIAN INVESTMENT CORPORATION.

BDO Canada LLP, Chartered Accountants have been appointed auditors for All Canadian Investment Corporation and are presently conducting an examination of the accounts. They would appreciate your assistance in confirming the amount of your loan with All Canadian Investment Corporation as at September 30, 2015. If the details indicated below are in agreement with your records please indicate this in the space provided or provide details of any differences. Please sign where indicated and return this letter via fax or email to our auditors at your earliest possible convenience.

We would like to thank you in advance for your assistance in this matter.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION


Don Bergman

④
This is Exhibit "E" referred
to in the Affidavit of

Angela Spencer
sworn (or affirmed) before me on

17 / 5 / 2019

1dd/pmm/nyyy


A Commissioner for taking Affidavits
for British Columbia

ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

50

Meridian Lodges

Date of Last Payment Made On Or Before Sept. 30/15:	June 12, 2014
Principle Amount Owning at Sept. 30/15:	\$ 360,000.00
Accrued Interest and Charges from Date of Last Payment to Sept. 30/15:	\$ 0.00
Total Amount Owning as at Sept. 30/15:	\$ 360,000.00
Term Maturity:	Demand
Interest Rate Per Annum:	12.00%
Payment Frequency	Quarterly
Security	Raw Residential Land

Agree: ☒ OR Disagree: ☐ (please provide details in the space below)

Signature Harry Mahabadi

51

David B. Wende

From: Spencer, Angela
Sent: Tuesday, February 16, 2016 7:24 AM
To: Don Bergman
Cc: Wetherill, Justin
Subject: RE: Audit

Ok thank you Don. Speak to you later this week.

Angie

From: Don Bergman [mailto:DBergman@acicinvestor.ca]
Sent: February 15, 2016 4:49 PM
To: Spencer, Angela
Cc: Wetherill, Justin
Subject: RE: Audit

Hi Angie,

Our systems are still being worked on. The tech people will be in again tomorrow so I think later this week would be better timing. I am hoping everything is functional by tomorrow.

Thanks,

From: Spencer, Angela [mailto:ASpencer@bdo.ca]
Sent: February-15-16 4:35 PM
To: Don Bergman
Subject: Audit

Hi Don- I just wanted to follow up on how things were going and if your systems are back up and running now after the move? Justin and Bianca will come out to complete the testing of the loans if this is ready however they noted the fair value assessments have not yet been uploaded to the exchange. If you could please load this information and give one of them a call when the information is ready for our review?
I am tied up in meetings most of tomorrow morning but if you want to confirm with Justin or Bianca if tomorrow still works or if later this week is better that would be appreciated.

Thanks Don,

Angie Spencer, CPA, CA
Senior Manager
BDO Canada LLP
aspencer@bdo.ca

201 - 571 6th Street NE
Salmon Arm, BC V1E 1R6
Canada
Tel: 250-832-7171
Fax: 250-832-2429
www.bdo.ca

Before you print think about the environment

This is Exhibit "G" referred
to in the Affidavit of

Angie Spencer
sworn (or affirmed) before me on

17 / July / 2019

166/1111/1111

A Commissioner for taking Affidavits
for British Columbia

208 STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NL
Salmon Arm, BC V1E 2T3

2

The Information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

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BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Le contenu de ce courriel est confidentiel et à l'intention du (des) destinataire(s) seulement. Si vous recevez cette transmission par erreur, veuillez m'aviser immédiatement par téléphone en utilisant le numéro mentionné ci-haut (à frais virés si nécessaire). Veuillez effacer ou détruire toutes copies de ce courriel reçues. Merci de votre collaboration.

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BDO est la marque utilisée pour désigner le réseau BDO et chacune de ses sociétés membres.

(53)

From: Spencer, Angela
Sent: Monday, February 22, 2016 10:39 AM
To: Dewitt, Bianca
Subject: FW: Audit

From: Don Bergman [mailto:DBergman@acicinvestor.ca]
Sent: February 22, 2016 10:34 AM
To: Spencer, Angela
Cc: Wetherill, Justin
Subject: RE: Audit

Hi Angie,

Wednesday and Thursday works for me.

Thanks,
Don

From: Spencer, Angela [mailto:ASpencer@bdo.ca]
Sent: February-19-16 2:48 PM
To: Don Bergman
Cc: Wetherill, Justin
Subject: RE: Audit

Thanks Don. Would Wed and Thursday next week work? Bianca is tied up the first couple of days.

Thanks,

Angie

From: Don Bergman [mailto:DBergman@acicinvestor.ca]
Sent: February 18, 2016 3:05 PM
To: Spencer, Angela <ASpencer@bdo.ca>
Cc: Wetherill, Justin <JWetherill@bdo.ca>
Subject: RE: Audit

Hi Angie,

Our systems are now up and running. I will be in Kelowna tomorrow so let's set aside two days early next week. Let me know what days are convenient.

Thanks,
Don

From: Spencer, Angela [mailto:ASpencer@bdo.ca]
Sent: February-16-16 7:24 AM
To: Don Bergman

This is Exhibit "H" referred
to in the Affidavit of
Angela Spencer
sworn (or affirmed) before me on
17 July 2016
[Signature]
A Commissioner for taking Affidavits
for British Columbia
2016 STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

54

Cc: Wetherill, Justin
Subject: RE: Audit

Ok thank you Don. Speak to you later this week.

Angie

From: Don Bergman [<mailto:DBergman@acicinvestor.ca>]
Sent: February 15, 2016 4:49 PM
To: Spencer, Angela <ASpencer@bdo.ca>
Cc: Wetherill, Justin <JWetherill@bdo.ca>
Subject: RE: Audit

Hi Angie,

Our systems are still being worked on. The tech people will be in again tomorrow so I think later this week would be better timing. I am hoping everything is functional by tomorrow.

Thanks,

Don

From: Spencer, Angela [<mailto:ASpencer@bdo.ca>]
Sent: February-15-16 4:35 PM
To: Don Bergman
Subject: Audit

Hi Don- I just wanted to follow up on how things were going and if your systems are back up and running now after the move? Justin and Bianca will come out to complete the testing of the loans if this is ready however they noted the fair value assessments have not yet been uploaded to the exchange. If you could please load this information and give or of them a call when the information is ready for our review?
I am tied up in meetings most of tomorrow morning but if you want to confirm with Justin or Bianca if tomorrow still works or if later this week is better that would be appreciated.

Thanks Don,

Angie Spencer, CPA, CA
Senior Manager
BDO Canada LLP
aspencer@bdo.ca

201 - 571 6th Street NE
Salmon Arm, BC V1E 1R6
Canada
Tel: 250-832-7171
Fax: 250-832-2429
www.bdo.ca

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56

From: Dewitt, Bianca
Sent: Wednesday, March 02, 2016 1:48 PM
To: DBergman@acicinvestor.ca
Cc: Spencer, Angela
Subject: Outstanding items list
Attachments: Outstanding items.pdf; Outstanding items.xlsx

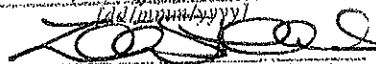
Hi Don,

As discussed, please see attached the outstanding items list. I have included the list in both PDF and Excel format, so you can use whatever is most useful to yourself. The items highlighted in blue should be completed first, and all yellow highlights then after.

Please mark up the attached. If you are waiting on something, please comment next to the item so that I know it is in the works. If you have something and have uploaded it onto the USB, please state that.

As we are extremely busy at the office right now, I will only be coming out tomorrow if you have assembled enough of the attached items. As Angle had mentioned, we need to be done field work this week, since I will out on another engagement next week.

Cheers,
Bianca

This is Exhibit "I" referred
to in the Affidavit of
Angela Spencer
sworn (or affirmed) before me on
17 / July / 2018
(dd/mm/yyyy)

A Commissioner for taking Affidavits
for British Columbia

ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

57

		Balance	Accrued Interest	Details
Loans complete - no more documents required at this point:				
1. Parmer	L	24,102.40	70.95	Regular payments being received
2. Risler 618796 BC Ltd.	L	700,000.00	52,356.16	Regular interest payments being received
3. Risler 400	L	650,000.00		Regular interest payments being received
4. Seamount Investment Ltd.	L	84,723.32	25,210.27	Loan paid of subsequent to year end, therefore no issue
5. Sweet Dreams Motel	M	290,000.00	8,771.51	Loan paid of subsequent to year end, therefore no issue
6. Charles Park	L	150,000.00	61,037.07	Provision against loan, as not expected to be collected
7. Chisa Properties	M	845,926.61		Fair value spreadsheet received and appears reasonable
8. Mendes	L	100,000.00	12,002.00	Mendes group analyzed with no issues
9. Otter Bay	L	1,630,334.50	49,312.04	Mendes group analyzed with no issues
10. Grant Manor	M	600,000.00	160,624.66	Fair value spreadsheet received and appears reasonable

PRIORITIZED/ORDON TO COMPLETE

1. Allport 080 BCL Ltd.	L	2,309,214.00		Need documents for 2015. No documents received. No confirmation received. No Don provided. No amounts have been received since year end.
2. Mendon Properties	M	160,000.00	32,125.10	Need payment agreement. Don provided Blanca with agreement. However, the promissory note did not agree to the agreement signed.
3. Shoblo 08 BCL Ltd.	M	6,415,223.90		Need signed confirmation. Need fair value spreadsheet. Need backup to support collectability of loan. No amounts have been received since year end.

Loans NOT complete - more documents required at this point:

1. Weninger	L	100,000.00	3,024.65	Not payment received on 07/27/2015; therefore offside on loan. Need backup to support collectability of loan. No amounts have been received since year end.
2. Fredrick	L	10,000.00	923.84	Need payment agreement. Don provided Blanca with agreement. However, the promissory note did not agree to the agreement signed.
3. Stonewall Motel	M	1,294,131.24		Need signed confirmation. Don and Angie to discuss estimated time to sell. Confirmation outstanding. Don to contact Terry Griffin as we need this in order to complete the audit.
4. Risler P Note	L	850,000.00		Need agreement for \$25,000.00 to extend during life year.
5. Golden Buffalo	L	100,000.00	11,353.42	No payments over received; therefore offside on loan. Need backup to support collectability of loan. No amounts have been received since year end.

WANG PANG

WANG PANG

6. Lenson 60th Ave.	L	402,150.28	No payments received, therefore offside on loan. Need backup to support collectability of loan. No amounts have been received since year end. Need signed confirmation.
7. Censorio Construction Group	L	47,798.00	Censorio loan - to be analyzed with group
8. Censorio Development Corp	L	49,147.00	Censorio loan - to be analyzed with group
9. Chisa Holdings	L	87,052.00	Censorio loan - to be analyzed with group
10. 13 Design	L	35,385.00	Censorio loan - to be analyzed with group
11. Agnoff & Elliot	M	9,700.00	Full progress report #6 (only received printout of page 3).
12. Hastings & Carlton	M	2,000.00	Need agreement for \$66,000 extended during the year (or original agreement showing that principal authorized is less than outstanding loan).
13. Hastings 4745	M	2,000.00	Need agreement for \$635,000 extended during the year (or original agreement showing that principal authorized is less than outstanding loan).
14. Hastings 0715	M	1,000.00	Need backup for first mortgage.

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		Balance	Accrued interest	Details
Loans complete – no more documents required at this point:				
1. Parnar	L	24,102.40	78.95	Regular payments being received
2. Risler 816796 BC Ltd.	L	700,000.00	52,386.16	Regular interest payments being received
3. Risler 400	L	650,000.00	-	Regular interest payments being received
4. Seamount Investment Ltd.	L	64,723.32	25,210.27	Loan paid of subsequent to year end, therefore no issue
5. Sweet Dreams Motel	M	290,000.00	8,771.61	Loan paid of subsequent to year end, therefore no issue
6. Charles Park	L	190,000.00	61,837.87	Provision against loan, as not expected to be collected
7. Chisa Properties	M	545,826.61	-	Fair value spreadsheet received and appears reasonable
8. Mendes	L	100,000.00	12,002.00	Mendes group analyzed with no issues
9. Otter Bay	L	1,630,334.50	49,312.04	Mendes group analyzed with no issues
10. Grant Manor	M	600,000.00	160,624.66	Fair value spreadsheet received and appears reasonable

PRIORITY LOANS COMPLETE:

1. Valley 0011 - HARBOR TIDE	L	3,389,114.00	-	Need payment agreement. Don provided Blanca with confirmation of the received. Don to provide with the confirmation of the received. Don to provide with the confirmation of the received.
2. Mountain Lodge	M	330,000.00	24,724.48	Need payment agreement. Don provided Blanca with confirmation of the received. Don to provide with the confirmation of the received. Don to provide with the confirmation of the received.
3. J. J. Silenski Motel	M	2,000,000.00	-	Need payment agreement. Don provided Blanca with confirmation of the received. Don to provide with the confirmation of the received. Don to provide with the confirmation of the received.

Loans NOT complete – more documents required at this point:

1. Weninger	L	100,000.00	3,024.65	Last payment received on 07/27/2015; therefore offside on loan. Need backup to support collectability of loan. No amounts have been received since year end.
2. Fredrick	L	10,000.00	923.04	Need payment agreement. Don provided Blanca with agreement. However, the promissory note did not agree to the agreement signed. Need signed confirmation.
3. Stonewall Motel	M	1,294,131.24	-	Don and Angie to discuss estimated time to sell. Confirmation outstanding. Don to contact Terry Griffin as well need this in order to complete the audit.
4. Risler P Note	L	850,000.00	-	Need agreement for \$25,000 extended during the year.
5. Golden Buffalo	L	100,000.00	11,353.42	No payments ever received; therefore offside on loan. Need backup to support collectability of loan. No amounts have been received since year end.

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6. Lensen 50th Ave.	L	402,160.20	No payments received, therefore offside on loan. Need backup to support collectibility of loan. No amounts have been received since year end. Need signed confirmation.
7. Censorio Construction Group	L	47,790.36	Censorio loan - to be analyzed with group
8. Censorio Development Corp.	L	4,194,370.25	Censorio loan - to be analyzed with group
9. Ohlson Holdings	L	67,962.00	Censorio loan - to be analyzed with group
10. O'Dea	L	36,300.24	Censorio loan - to be analyzed with group
11. Jones & Elliot	M	20,780,503.54	Full progress report # 6 (only received print out of page 3).
12. Hastings & Carlisle	M	1,137,177.35	Need agreement for \$98,000 extended during the year (or original agreement showing that principal authorized is less than outstanding loan).
13. Hastings 4749	M	2,068,601.00	Need agreement for \$55,000 extended during the year (or original agreement showing that principal authorized is less than outstanding loan).
14. Hastings 0745	M	1,059,800.87	Need backup for first mortgage.


From: Don Bergman <DBergman@acicinvestor.ca>
Sent: Thursday, March 03, 2016 10:42 AM
To: Dewitt, Bianca
Cc: Spencer, Angela
Subject: RE: Outstanding items list

(61)

This is Exhibit "J" referred
to in the Affidavit of

Angela Spencer
sworn (or affirmed) before me on

17 / July / 2016

[dd/mm/yyyy]


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A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

Hi Bianca,

I am currently busy addressing a re-financing and will not have the time today to deal with any additional documentation. I will touch base with you tomorrow.

Thanks,
Don

From: Dewitt, Bianca [mailto:bdewitt@bdo.ca]
Sent: March-03-16 7:50 AM
To: Don Bergman
Cc: Spencer, Angela
Subject: RE: Outstanding items list

Good morning Don,

As discussed yesterday, please send me a list of all of the documents you have ready for me on the USB this morning and I will assess if it is enough for me to make my way down there this morning.

Yesterday afternoon I received back most of the land title searches. Please see the attachment outlining the backup I require for the first mortgages. All of the first mortgages should be backed by a statement showing the lenders individual name and the amount outstanding as of September 31, 2015. For example, the Agnes and Elliot loan should show both IMOR Capital and Kingsett Mortgage separately.

Hope to hear from you soon,
Bianca

From: Dewitt, Bianca
Sent: March 2, 2016 1:48 PM
To: DBergman@acicinvestor.ca
Cc: Spencer, Angela <ASpencer@bdo.ca>
Subject: Outstanding items list

Hi Don,

As discussed, please see attached the outstanding items list. I have included the list in both PDF and Excel format, so you can use whatever is most useful to yourself. The items highlighted in blue should be completed first, and all yellow highlights then after.

Please mark up the attached. If you are waiting on something, please comment next to the item so that I know it is in the works. If you have something and have uploaded it onto the USB, please state that.

(62)

As we are extremely busy at the office right now, I will only be coming out tomorrow if you have assembled enough of the attached items. As Angie had mentioned, we need to be done field work this week, since I will out on another engagement next week.

Cheers,
Bianca

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(63)

From: Spencer, Angela
Sent: Tuesday, March 08, 2016 8:23 AM
To: Dewitt, Bianca
Subject: RE: Outstanding items list

Yes I will.

From: Dewitt, Bianca
Sent: March 8, 2016 7:15 AM
To: Spencer, Angela
Subject: FW: Outstanding items list

Still have not heard anything from Don.. Could you give him a call?

From: Don Bergman [mailto:DBergman@acicinvestor.ca]
Sent: March 7, 2016 8:17 AM
To: Dewitt, Bianca <bdewitt@bdo.ca>
Subject: RE: Outstanding items list

Hi Michael,

You are right. The auditors prepared this statement so please cross out 2014 and insert 2015.

Thanks,
Don

From: Dewitt, Bianca [mailto:bdewitt@bdo.ca]
Sent: March-07-16 8:10 AM
To: Don Bergman
Cc: Wetherill, Justin; Spencer, Angela
Subject: RE: Outstanding Items list

Good morning Don,

I never did hear from you on Friday. Please let me know what your status is on the outstanding list I gave you early last week.

Thank you,
Bianca

From: Don Bergman [mailto:DBergman@acicinvestor.ca]
Sent: March 3, 2016 10:42 AM
To: Dewitt, Bianca <bdewitt@bdo.ca>
Cc: Spencer, Angela <ASpencer@bdo.ca>
Subject: RE: Outstanding items list

Bianca,

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to in the Affidavit of

Angela Spencer
sworn (or affirmed) before me on

17 / 3 / 16 / 2016
[Signature]

A Commissioner for taking Affidavits
for British Columbia

(64)

I am currently busy addressing a re-financing and will not have the time today to deal with any audit documentation. I will touch base with you tomorrow.

Thanks,
Don

From: Dewitt, Bianca [mailto:bdewitt@bdo.ca]
Sent: March-03-16 7:50 AM
To: Don Bergman
Cc: Spencer, Angela
Subject: RE: Outstanding items list

Good morning Don,

As discussed yesterday, please send me a list of all of the documents you have ready for me on the USB this morning and I will assess if it is enough for me to make my way down there this morning.

Yesterday afternoon I received back most of the land title searches. Please see the attachment outlining the backup I require for the first mortgages. All of the first mortgages should be backed by a statement showing the lenders individual name and the amount outstanding as of September 31, 2015. For example, the Agnes and Elliot loan should show both IMOR Capital and Kingsett Mortgage separately.

Hope to hear from you soon,
Bianca

From: Dewitt, Bianca
Sent: March 2, 2016 1:48 PM
To: DBergman@acicInvestor.ca
Cc: Spencer, Angela <ASpencer@bdo.ca>
Subject: Outstanding items list

Hi Don,

As discussed, please see attached the outstanding items list. I have included the list in both PDF and Excel format, so you can use whatever is most useful to yourself. The items highlighted in blue should be completed first, and all yellow highlights then after.

Please mark up the attached. If you are waiting on something, please comment next to the item so that I know it is in the works. If you have something and have uploaded it onto the USB, please state that.

As we are extremely busy at the office right now, I will only be coming out tomorrow if you have assembled enough of the attached items. As Angela had mentioned, we need to be done field work this week, since I will out on another engagement next week.

Cheers,
Bianca

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From: Spencer, Angela
Sent: Friday, March 11, 2016 9:34 AM
To: 'Don Bergman'
Subject: Data coming?

Hi Don- We haven't received anything yet for the information you referred to on Wednesday. Are you planning on dropping this off today and if not can you let us know when we can expect it?

Thanks Don and have a good weekend,
Angie Spencer, CPA, CA
Senior Manager
BDO Canada LLP
aspencer@bdo.ca

201 - 571 6th Street NE
Salmon Arm, BC V1E 1R6
Canada
Tel: 250-832-7171
Fax: 250-832-2429
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17 / 03 / 2016
[Signature]
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for British Columbia

ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

67

From: Dewitt, Bianca
Sent: Tuesday, March 15, 2016 7:28 AM
To: Don Bergman
Cc: Spencer, Angela
Subject: Documents?

Good morning Don,

After your call yesterday morning, nothing was ever dropped off at our office. Could you please get what you have to me as early as possible this morning?

Thank you,
Bianca Dewitt
Staff Accountant
BDO Canada LLP
bdewitt@bdo.ca


201 571 6th Street NE
Salmon Arm BC V1E 1R6
Canada
Tel: 250 832 7171
Fax: 250 832 2429
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to in the Affidavit of

Angela Spencer
sworn (or affirmed) before me on

17 / July / 2019


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A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

(66)

TITLE SEARCH PRINT

File Reference:

Declared Value \$1135000

2016-03-02, 09:48:46

Requestor: Cory Neil

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA4644606
From Title Number CA4598561

Application Received 2015-08-31

Application Entered 2015-09-02

Registered Owner in Fee Simple
Registered Owner/Mailing Address: CENSORIO GROUP (HASTINGS & BETA) PROPERTIES LTD., INC.NO.
BC1041190
4723 HASTINGS STREET
BURNABY, BC
V5C 2K8

Taxation Authority CITY OF BURNABY

Description of Land
Parcel Identifier: 029-636-876
Legal Description:
STRATA LOT 9 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS2787
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

This is Exhibit "N" referred
to in the Affidavit of

Angela Spencer
sworn (or affirmed) before me on

17 / July / 2018

(dd/mm/yyyy)
Zoe Stevens
A Commissioner for taking Affidavits
for British Columbia

ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2485785
FILED 2012-04-13

HERETO IS ANNEXED EASEMENT CA2803107 OVER LOT 70 PLAN 51204

HERETO IS ANNEXED EASEMENT CA2981777 OVER LOTS 32 AND 33
BLOCK 6 PLAN 1308

69

TITLE SEARCH PRINT

File Reference:

Declared Value \$1135000

2016-03-02, 09:48:46

Requestor: Cory Neil

Charges, Liens and Interests

Nature: EASEMENT
Registration Number: CA2803106
Registration Date and Time: 2012-10-03 11:01
Remarks: INTER ALIA
APPURTENANT TO LOT 70 PLAN 51204

Nature: EASEMENT
Registration Number: CA2981776
Registration Date and Time: 2013-02-04 14:20
Remarks: INTER ALIA
APPURTENANT TO LOTS 32 AND 33 BLOCK 6 PLAN 1308

Nature: COVENANT
Registration Number: BB3009945
Registration Date and Time: 2013-07-16 10:16
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA3405202
Registration Date and Time: 2013-10-16 11:19
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA4226988
Registration Date and Time: 2015-02-11 09:42
Registered Owner: SHAW CABLESYSTEMS LIMITED
INCORPORATION NO. A0075382
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CA4645536
Registration Date and Time: 2015-08-31 13:16
Registered Owner: BLUESHORE FINANCIAL CREDIT UNION
INCORPORATION NO. (F1-18)
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA4645537
Registration Date and Time: 2015-08-31 13:16
Registered Owner: BLUESHORE FINANCIAL CREDIT UNION
INCORPORATION NO. (F1-18)
Remarks: INTER ALIA

90

TITLE SEARCH PRINT

2016-03-02, 09:48:46

File Reference:

Requestor: Cory Neil

Declared Value \$1135000

Nature:	MORTGAGE
Registration Number:	CA4779143
Registration Date and Time:	2015-10-30 10:18
Registered Owner:	BANCORP GROWTH MORTGAGE FUND II LTD. INCORPORATION NO. BC0856914
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA4779144
Registration Date and Time:	2015-10-30 10:18
Registered Owner:	BANCORP GROWTH MORTGAGE FUND II LTD. INCORPORATION NO. BC0856914
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



TITLE SEARCH PRINT

File Reference:

Declared Value \$733151

2016-03-18, 16:49:31

Requestor: Cory Neil

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA3465489
From Title Number CA2621539

Application Received 2013-11-20

Application Entered 2013-11-27

Registered Owner in Fee Simple
Registered Owner/Mailing Address: ALTEZZA PROPERTIES LTD., INC.NO. BC0942072
2410 CHARLES STREET
VANCOUVER, BC
V5K 2Z9

This is Exhibit "O" referred
to in the Affidavit of

Angela Spencer
sworn (or affirmed) before me on

17 July 2018

[Signature]
Add/mon/yyyy/

A Commissioner for taking Affidavits
for British Columbia

ZOE STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3

Taxation Authority CITY OF BURNABY

Description of Land

Parcel Identifier: 028-874-391

Legal Description:

STRATA LOT 2 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN EPS675
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations NONE

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB1757158
Registration Date and Time: 2011-05-18 12:25
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

12

TITLE SEARCH PRINT

File Reference:

Declared Value \$733151

2016-03-18, 16:49:31

Requestor: Cory Neil

Nature: COVENANT
Registration Number: BB1331047
Registration Date and Time: 2011-06-20 12:52
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BB1331049
Registration Date and Time: 2011-06-20 12:52
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: BB1968549
Registration Date and Time: 2011-07-06 14:34
Remarks: INTER ALIA
APPURTENANT TO LOTS 5, 6, 7, 8 AND 9
PLAN 1308, EXCEPT THE NORTH 20 FEET

Nature: MORTGAGE
Registration Number: CA3465490
Registration Date and Time: 2013-11-20 15:29
Registered Owner: NORTH SHORE CREDIT UNION
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA3465491
Registration Date and Time: 2013-11-20 15:29
Registered Owner: NORTH SHORE CREDIT UNION
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CA4779143
Registration Date and Time: 2015-10-30 10:18
Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD,
INCORPORATION NO. BC0856914
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA4779144
Registration Date and Time: 2015-10-30 10:18
Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD,
INCORPORATION NO. BC0856914
Remarks: INTER ALIA

73

TITLE SEARCH PRINT

File Reference:

Declared Value \$733151

2016-03-18, 16:49:31

Requestor: Cory Nell

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

714

TITLE SEARCH PRINT

2016-03-18, 16:49:33

File Reference:

Requestor: Cory Neil

Declared Value \$1266849

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	CA3465488
From Title Number	CA2621538
Application Received	2013-11-20
Application Entered	2013-11-27
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	ALTEZZA PROPERTIES LTD., INC.NO. BC0942072 2410 CHARLES STREET VANCOUVER, BC V5K 2Z9
Taxation Authority	CITY OF BURNABY
Description of Land	
Parcel Identifier:	028-874-382
Legal Description:	STRATA LOT 1 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS675 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
Legal Notations	NONE
Charges, Liens and Interests	
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	B81757158
Registration Date and Time:	2011-05-18 12:25
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

⑥

TITLE SEARCH PRINT

File Reference:

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2016-03-18, 16:49:33

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Remarks: INTER ALIA

16

TITLE SEARCH PRINT

File Reference:

Declared Value \$1266849

2016-03-18, 16:49:33

Requestor: Cory Neil

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

(17)

From: Dewitt, Bianca
Sent: Monday, March 21, 2016 7:32 AM
To: Don Bergman
Subject: First mortgage - Hastings and Beta (Altezza)

Good morning Don,

This weekend I received the land title search back for Hastings and Beta (Altezza). For both 4704 Hastings and 4712 Hastings, there are first mortgages on file from North Shore Credit Union and Bancorp Growth Management (put on September 30, 2015). Could you please obtain these first mortgage amounts.

See you later today.

Thank you,

Bianca Dewitt
Staff Accountant
BDO Canada LLP
bdewitt@bdo.ca

201 571 6th Street NE
Salmon Arm BC V1E 1R6
Canada
Tel: 250 832 7171
Fax: 250 832 2429
www.bdo.ca

♻️ Before you print think about the environment

This is Exhibit "P" referred
to in the Affidavit of
Angela Spencer
sworn (or affirmed) before me on

17 / May / 2018
(Salmon Arm, BC)


A Commissioner for taking Affidavits
for British Columbia

ZOË STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2T3