



This is the 3rd affidavit
of Hana Sparks in this case and was
made on February 19, 2020

No. S1710393
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

AND

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

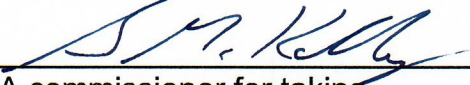
AFFIDAVIT

I, Hana Sparks Legal Administrative Assistant, of the city of Kelowna in the province of British Columbia, SWEAR THAT:

1. I have been authorized by Parkland Funding Ltd. "(Parkland)" an Alberta corporation to swear this affidavit on its behalf.
2. Parkland Funding Ltd. is a company owned and controlled by Wayne and Eunice Kulak, a retired couple who live in Spruce Grove Alberta.
3. Between 2007 and 2012, based on oral representations by Wayne Blair and written representations by Donald Bergman, All Canadian Investment Corporation and ACIC Financial Development Inc., Parkland Funding Ltd. paid moneys totaling \$1,400,000.00 as investments in various projects undertaken by Bergman and or All Canadian Investment Corporation and or ACIC Financial Development Inc.

4. I have been informed by Wayne and Eunice Kulak and verily believe that in deciding to pay those moneys Parkland Funding Ltd. relied on oral representations made by Wayne Blair that it could redeem it's investment and get it's money back anytime on three months notice. Wayne Blair made these representations at both a sales presentation attended by Wayne Kulak and at in person meetings with both Wayne and Eunice Kulak.
5. Parkland Funding Ltd. made a redemption request to Wayne Blair in or about December of 2012 seeking the redemption of \$600,000.00. The redemption request was partially completed and Parkland Funding Ltd. received \$400,000.00 of the amount requested over a period of several months but despite numerous requests the remaining \$200,000.00 of the redemption request was not returned. Wayne Blair made numerous promises to pay the remaining \$200,000.00 and he also made various representations about what was happening to delay the payment and at this point it was not clear to Parkland Funding which of the four, between Donald Bergman, Wayne Blair, All Canadian Investment Corporation and ACIC Financial Development Inc. actually had the \$200,000.00.
6. Because it was not clear to Parkland Funding what had happened to the remaining \$200,000.00 portion of the redemption request Parkland Funding commend an action on January 4, 2016 against All Canadian Investment Corporation, ACIC Financial Development Inc., Donald Bergman and Wayne Blair out of the Kelowna Registry of the Supreme Court having file number 109643. All four defended that action using the same counsel by filing a Response on January 26, 2016.
7. Shortly after filing the Response to Parkland Funding Ltd.'s law suit was filed settlement discussions took place and February 12, 2016 the parties agreed to settle the matter by all of the Defendants, including All Canadian Investment Corporation, agreeing to pay Parkland Funding Ltd. the sum of \$200,000.00.
8. Pursuant to the terms of the settlement reached on February 12, 2016 All Canadian Investment Corporation jointly and severally became indebted to Parkland Funding in the amount of \$200,000.00 and at the time the initial Stay was ordered in this proceeding the full amount was still due owing to Parkland Funding Ltd.
9. At the time of the February 12, 2016 settlement, and to this day, the defendants have never produced a list of documents so it is unclear to Parkland Funding Ltd. which entity is currently holding it's now \$1,000,000.00 investment.
10. Subsequent to the February 12, 2016 settlement, in September of 2016 one of the four defendants, ACIC Financial Development Inc., agreed to pay Parkland \$205,000.00 to settle the law suit.

11. The second settlement agreement reached in September of 2016 was a new contract between ACIC Financial Development Inc. and Parkland Funding. All Canadian Investment Corporation, the subject matter of this proceeding, was not a party to this second settlement agreement.
12. Parkland Funding Ltd. has not been paid any funds pursuant to either the settlement agreement to which All Canadian Investment Corporation was a party or the second settlement agreement.

SWORN BEFORE ME at the City)
of Kelowna, in the Province of)
British Columbia on this 19th day)
of February, 2020.)
)
A commissioner for taking)
affidavits for British Columbia)



HANA SPARKS

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