



Form 109 (Rule 22-2(2) and (7))

This is the 3rd Affidavit
of Donald Bergman in this case
and was made on 19 Jan/2018

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, Donald Bergman, of Suite 2-781 Marine Park Drive, Salmon Arm, British Columbia, Businessman, _____
SWEAR (OR AFFIRM) THAT:

1. I am the sole director and the president of the Petitioner, All Canadian Investment Corporation, and as such have personal knowledge of the facts hereinafter deposed, except where such facts are stated to be based upon information and belief and where so stated I do verily believe the same to be true.

2. Capitalized terms not defined in this Affidavit shall have the same meaning ascribed to them in the Petition filed herein and the Initial Order pronounced November 10, 2017.

3. I swear this Affidavit in support of the Petitioner's application for:

(a) An Order approving the sale of Lot 184 (as defined below);

- (b) An Order approving the release and settlement of the Otter Bay Loan and Mendes Loan (both as defined below); and
- (c) An Order approving the release and settlement of the Grand Manor Loan (as defined below).

4. As stated in the Petition and in my first Affidavit sworn on November 7, 2017, the Petitioner has sought protection pursuant to the CCAA in order to develop a plan of compromise or arrangement (a "**Plan**") to present to its stakeholders that would involve a fair, controlled and orderly wind-down of its business operations, with the assistance and oversight of the Monitor.

5. On or about December 5, 2017, the Petitioner obtained an Order of the Court extending the Stay Period to March 9, 2018.

6. Since the date of the Initial Order and the extension of the Stay Period, the Petitioner has continued to manage the daily operations of the business and explore restructuring options, including the sale of its Real Property and collection of the outstanding amounts owing to it from its Borrowers.

7. The Petitioner's efforts have resulted in the sale of Lot 184 and the settlement of the Otter Bay Loan, the Mendes Loan and the Grand Manor Loan, which are described in further detail below.

8. I verily believe that the transactions are reasonable and fair in the circumstances, and are in the best interest of the Petitioner's stakeholders.

Sale of Lot 184

9. As described in the Petition, the Petitioner currently owns five (5) properties registered in its name. The properties were transferred from a Borrower to the Petitioner in or about August 2015 as repayment for the Borrower's outstanding loan owed to the Petitioner at that time.

10. Two (2) of the five (5) lots owned by the Petitioner are located on or near Lee Road, Garden Bay, Pender Harbour, B.C. (the "**Garden Bay Properties**"). The Garden Bay Properties have the following civic addresses and PIDs:

- (a) 13562 Lee Road, Garden Bay
027-093-387
Lot 184 District Lot 3923 Group 1
New Westminster District Plan BCP30066
("**Lot 184**")
- (b) 026-169-436
Lot 137 District Lot 3923 Group 1
New Westminster District Plan 15556

11. Lot 184 consists of a 2.58 acre lot with a partially constructed, unfinished residence. The residence is approximately 50% complete. The exterior of the residence is completed to lock-up

and no interior work has commenced. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of the land title search for Lot 184.

12. The Petitioner listed Lot 184 for sale beginning on or about June 28, 2017 on a MLS basis and the property was advertised by a local real estate agent and firm. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a marketing report from the Petitioner's listing agent.

13. From June 28, 2017 to August 8, 2017, the list price for Lot 184 was \$629,000. The property received no showings at this list price.

14. Due to the lack of interest and showing activity, for the period from August 8, 2017 to December 11, 2017, the list price was reduced to \$599,000. Although there were three scheduled showings, none of the showings resulted in an offer.

15. I have been advised by the real estate agent for Lot 184, Dave Milligan of Royal LePage, that he had received feedback from realtors and potential buyers that the unfinished state of construction of the residence, steep easement of the road and lack of any connected services (i.e. hydro) made the purchase price of the property too cost prohibitive for buyers.

16. I believe that the costs to complete construction of the residence on Lot 184 to be approximately \$350,000 to \$400,000 as per my conversation with a local contractor.

17. Following discussions with the real estate agent, the Petitioner decided to reduce the price on or about December 11, 2017 to \$399,000. The reduction immediately resulted in four showings of the property, one of which led to an offer (the "**Lot 184 Offer**") to purchase Lot 184 for \$395,000. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a true copy of the Lot 184 Offer.

18. The Petitioner has accepted the Lot 184 Offer, subject to approval of this Honourable Court.

19. I have been advised by the real estate agent that there have been no successful sales of comparable properties in the Pender Harbour area in the time period that Lot 184 has been listed for, although there are currently properties listed for sale.

20. Lot 184 has a 2018 B.C. Assessment Value of \$587,000, which is comprised of \$343,000 for the land and \$244,000 for the improvement. I verily believe that the assessment for the value of the improvement, i.e. the building, is high. Although the building's exterior appears complete, the interior is unfinished. Accordingly, I believe that the assessed value for the improvement should be lower. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a true copy of the B.C. Assessment Roll Report for Lot 184.

21. The Lot 184 Offer is the best and only offer the Petitioner has received to purchase Lot 184. Although the purchase price is lower than the assessed value, it is clear that the property has not garnered interest that supports a value greater than the Lot 184 Offer.

22. The Lot 184 Offer has a closing date of January 25, 2018. The closing of the transaction will result in the paydown of Fisgard Capital Corporation's secured debt, which had approximately \$1,308,193.81 outstanding as of November 10, 2017. The payment is another step forward in the Petitioner's restructuring efforts.

Settlement of the Otter Bay Loan and the Mendes Loan

23. As part of its restructuring proceedings, the Petitioner has reviewed and considered the status of the Loans in its Loan Portfolio. In particular, I have communicated with Borrowers in an effort to expedite payment of the outstanding loans. In some instances, I have had to assess and consider whether settlement of certain Loans for an amount less than the amount outstanding would be fair and reasonable given the circumstances.

24. Two of the Loans I have come to review are loans to Seamount Investments Ltd. ("**Seamount**") with respect to properties located in Otter Bay, Pender Island (the "**Otter Bay Loan**") and to Joe Mendes (the "**Mendes Loan**"). Mr. Mendes is the president and director of Seamount. Following discussions I have had with both Seamount and Mr. Mendes, we reached a settlement on the outstanding amount of both loans for an immediate payment of \$500,000 (the "**Otter Bay Settlement Agreement**").

25. I verily believe that the Otter Bay Settlement Agreement is fair and reasonable in the circumstances, and is in the best interest of the Petitioner's stakeholders. The Petitioner is seeking approval of the Otter Bay Settlement Agreement from this Honourable Court.

26. Pursuant to a loan agreement dated February 18, 2010 and promissory note dated March 24, 2010, the Petitioner provided the Otter Bay Loan to Seamount, which was in the amount of \$1,655,500 (the "**2010 Loan Agreement**"). Pursuant to the 2010 Loan Agreement, the Otter Bay Loan had an interest rate of 12% per annum and interest was to be paid quarterly. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a true copy of the 2010 Loan Agreement and promissory note.

27. The funds were used by Seamount to purchase cottages consisting of 27 quarter share units located as a part of a resort called "The Currents" located in Otter Bay, Pender Island (the "**Otter Bay Properties**") from a foreclosure proceeding. Development of The Currents originally began in 2005. The original developer's plan was to build 33 cottages and resort facilities including a marina, and to sell the cottages as quarter share ownership unit time shares. The original developers of The Currents eventually faced financial difficulties due to poor sale performance and the entire development project became subject to the foreclosure proceedings, from where Seamount purchased the 27 quarter units in May 2010.

28. At the time of Seamount's purchase of the Otter Bay Properties, the 2010 assessed value for the 27 units was a total of \$2,886,750. The total assessed value and the assessed value per unit were significantly higher than they are now. As a comparison, the B.C. 2018 Assessment Report value for the 27 units is \$1,261,400. Attached hereto and marked as **Exhibit "F"** to this my Affidavit is a summary of the 2010 assessed values of the Properties and copies of the 2010 Rural Property Tax Notices for the units setting out their assessed values.

29. Seamount's intentions were to purchase the Otter Bay Properties, continue with the development and ultimately sell the units for profit. Unfortunately, like the original developers, Seamount encountered great difficulty selling the units. Since 2010, Seamount has only been able to sell a total of 12 of the 27 units. Between 2010 to September 2014, Seamount was only able to repay a total of \$91,625.60 in principal to the Petitioner, leaving a total principal amount outstanding of \$1,563,874.40.

30. The terms of the Otter Bay Loan were amended pursuant to a loan agreement between Seamount and the Petitioner dated October 1, 2014 and promissory note from Seamount (the "**2014 Loan**").

Agreement"). Pursuant to the 2014 Loan Agreement, the term of the Otter Bay Loan was extended. Attached hereto and marked as **Exhibit "G"** to this my Affidavit is a true copy of the 2014 Loan Agreement.

31. Due to the difficulties faced by Seamont with repaying the Otter Bay Loan, the terms of the loan were subsequently amended by a loan agreement between Seamont and the Petitioner dated October 1, 2016 and promissory note from Seamont (the **"2016 Loan Agreement"**). The amended terms of the Otter Bay Loan provided for a loan amount of \$1,563,874.40 with a 2 year maturity date of October 1, 2018. Interest was lowered from 12% per annum pursuant to the 2014 Loan Agreement to 6% per annum, paid quarterly, so that Seamont could continue to meet its interest payment obligations. Attached hereto and marked as **Exhibit "H"** to this my Affidavit is a true copy of the 2016 Loan Agreement.

32. Pursuant to the 2014 Loan Agreement and 2016 Loan Agreement, the security provided by Seamont for the Otter Bay Loan were equitable mortgages over seven Otter Bay Properties owned by Seamont. As of the date of this Affidavit, the Otter Bay Properties, the remaining number of quarter share units to be sold and the assessed values of the units are as follows:

	Property	Number of 1/4 share units sold to date	2018 B.C. Assessed value of Property (total units owned)	Remaining number of 1/4 share units to be sold	2018 Assessed value of 1 unit*	Total Assessed Value of remaining units**
1	PID 026-659-450 #9 2315 Mackinnon Rd, Pender Island, B.C.	0 units	\$245,200	4 units	\$61,300	\$245,200
2	PID 026-659-468 #10 2315 MacKinnon Rd, Pender Island, B.C.	4 units	\$252,300	0 units	\$63,075	-
3	PID 026-659-476 #11 2315 Mackinnon Rd, Pender Island, B.C.	4 units	\$243,900	0 units	\$60,975	-
4	PID 026-659-484 #12 2315 Mackinnon Rd, Pender Island, B.C.	0 units	\$148,700	4 units	\$37,175	\$148,700
5	PID 026-659-506 #14 2315 Mackinnon Rd, Pender Island, B.C.	0 units	\$116,400	3 units	\$38,800	\$116,400
6	PID 026-659-654 #29 2315 Mackinnon Rd, Pender Island, B.C.	4 units	\$98,100	0 units	\$24,525	-
7	PID 026-659-689 #32 2315 MacKinnon Rd, Pender Island, B.C.	0 units	\$156,800	4 units	\$39,200	\$156,800
Total		12 units	\$1,261,400	15 units	-	\$667,100

*2018 assessed value / 4 units

*2018 assessed value / 4 x number of units remaining

33. Attached hereto and marked as **Exhibit "I"** to this my Affidavit are true copies of the 2018 B.C. Assessment Roll Reports for the above properties.

34. The average assessed value for each quarter share unit is approximately \$46,435.
35. The total assessed value of the remaining 15 units to be sold is \$667,100.
36. There is no other security, such as guarantees or general security agreements, given by Seamount to the Petitioner for the Otter Bay Loan.
37. Unfortunately, there are no interested buyers in the units listed by Seamount. From my review of the Otter Bay Properties, The Currents development and my discussions with Seamount, I believe that the reasons for the lack of interest include:
- (a) Expensive strata and maintenance fees and property taxes, which are approximately \$325/month for each quarter share ownership unit.
 - (b) The available option to rent units at The Current for as low as \$112/night and \$672/week, making it more desirable for vacationers to rent a unit than purchase one given the expensive monthly fees described above.
 - (c) The impending need for major repairs for the cottages, which are over 12 years old, including roof and balcony repair. As the cottages are close to the ocean, the sea air has been particularly destructive over the years.
 - (d) The restrictions on water use by the municipality of Pender Harbour, which greatly restricts an owner's ability to run his/her unit as a rental unit as amenities such as laundry services are required to be shipped off site, making it cost prohibitive to make a profit renting a unit out to vacationers.
38. In addition, Seamount is faced with competing listings from other sellers in The Currents development who have listed their quarter share units at prices between \$32,000 to \$36,000. Accordingly, it would be very unlikely that a purchaser would pay any more than those list prices for units. Attached hereto and marked as **Exhibit "J"** to this my Affidavit are true copies of two competing units listed at The Currents for \$32,000 and \$36,000 each.
39. As of the date of December 2017, the total principal and interest amount outstanding on the Otter Bay Loan is approximately \$1,474,533.79. Based on my assessment of the state of the sale process thus far and issues described above, it is highly unlikely that Seamount will be successful in selling the remaining units in the next year or even few years for an amount that would see a repayment of the outstanding amount owed to the Petitioner.
40. As the Petitioner is in the process of winding down its business, it will have to consider the means by which it can maximize value from this non-performing loan. From my review, the Petitioner has two options:
- (a) Enforce on its security and take ownership of the remaining 15 quarter share units in satisfaction of the Otter Bay Loan; or
 - (b) Settle the outstanding amount of the Otter Bay Loan with Seamount for a lesser amount.

41. In my view, the first option is not ideal and is not in line with the Petitioner's goal of winding down its business operations. There is little doubt that the Petitioner will encounter the same difficulties faced by Seamont in selling the properties. As there are comparable units currently listed between \$32,000 to \$36,000, it is unlikely that the Petitioner would receive an offer for much higher. If all 15 units were sold for \$32,000 each, the total sale proceeds would be \$480,000, which would be insufficient to cover the outstanding amount of the Otter Bay Loan.

42. Further, if the Petitioner were to take ownership of the remaining units, it would be responsible for the strata and maintenance fees, as well as the property taxes, until the properties are sold. The fees are approximately \$325/month for each unit. For all the remaining 15 units, the fees would be approximately \$4,875/month, and \$58,500/year. The Petitioner would also be responsible for additional costs such as the anticipated upcoming roof and balcony repairs. These costs would have to be paid out of the Petitioner's cash flow, which would ultimately affect the amount available to the Petitioner's stakeholders.

43. Seamont has offered to settle the outstanding amount of the Otter Bay Loan for \$425,000, payable immediately. The offer has been accepted by the Petitioner, which I understand is subject to approval by this Honourable Court. Attached hereto and marked as **Exhibit "K"** to this my Affidavit is a true copy of the Otter Bay Settlement Agreement.

44. From March 2010 to December 2017, Seamont has repaid a total amount of \$220,840.10 in principal and a total of \$1,360,996.04 in interest on the Otter Bay Loan. As of the date of this Affidavit, Seamont has paid \$1,581,836.14 to the Petitioner on account of the Otter Bay Loan. Accordingly, the Petitioner has recouped the principal amount of the Otter Bay Loan from Seamont's payments of principal and interest to date. Attached hereto and marked as **Exhibit "L"** to this my Affidavit is a schedule detailing the payments made and amounts outstanding.

45. I believe that it is in the best interest of the Petitioner and its stakeholders that the Otter Bay Loan is collected on and settled. Although the settlement amount of \$425,000 is lower than the outstanding principal amount of \$1,474,533.79, the situation is such that the Petitioner is highly unlikely to obtain anything significantly higher from enforcing on its security in these circumstances.

46. Although there is still a large amount outstanding on the Otter Bay Loan, over the course of the term of the loan, the Petitioner has been paid the equivalent of the principal amount of the loan in interest payments and principal repayments. The Otter Bay Loan is not performing well and an impending payout is not realistic. Accordingly, I believe that it is in the best interest of the Petitioner and its stakeholders to accept the Otter Bay Settlement Agreement.

47. In addition to the settlement of the Otter Bay Loan, the Otter Bay Settlement Agreement provides for a settlement of the Mendes Loan. Pursuant to an agreement dated March 16, 2011 between Mr. Mendes and the Petitioner, the Petitioner loaned Mr. Mendes \$100,000 on an unsecured basis.

48. Since the date of the Mendes Loan, Mr. Mendes has only made one repayment of \$25,000 on the principal or about December 31, 2016. There have been minimal payments of interest made to date. As of December 2017, the outstanding amount of principal is \$75,000 and the outstanding amount of principal and interest is approximately \$91,304.74. Attached hereto and marked as **Exhibit "M"** to this my Affidavit is a schedule detailing the payments made and amounts outstanding.

49. Mr. Mendes is the president and director of Seamount and advised me that he could settle both debts quickly for \$500,000. Given the low value in the remaining units to be sold, Seamount will not be able to make payment in full. As there was no security given for the Mendes Loan, the Petitioner will encounter difficulties enforcing on the non-performing loan. Any collection efforts will also be costly and are not guaranteed to be fruitful. I believe that settling the outstanding amount of the Mendes Loan for \$75,000 is reasonable in the circumstances.

Settlement of the Grant Manor Loan

50. The Petitioner has also been in discussions with Seamount regarding the payment its other remaining Loan in the Loan Portfolio, being a loan (the "**Grant Manor Loan**") with respect to a property located at 6921 Grant Road, Sooke, B.C. (PID 002-408-333)(**"Grant Manor"**).

51. Following discussions with Seamount regarding the Grant Manor Loan, Seamount made an offer to settle the outstanding amount of the loan for an immediate payment of \$600,000 (the "**Grant Manor Settlement Agreement**").

52. I verily believe that the Grant Manor Settlement Agreement is fair and reasonable in the circumstances, and is in the best interest of the Petitioner's stakeholders. The Petitioner is seeking approval of the Grant Manor Settlement Agreement from this Honourable Court.

53. Seamount and the Petitioner entered into a loan agreement dated November 16, 2011 whereby the Petitioner would lend Seamount up to \$1.9 million for the purchase of Grant Manor (the "**2011 Loan Agreement**"). The Petitioner advanced \$1.7 million to Seamount to purchase Grant Manor, which was subject to foreclosure proceedings at the time. The Petitioner was granted a mortgage charge on Grant Manor in first priority. Because the property could only support an interest rate at 8%, the Petitioner accrued the additional 4% for a total interest rate of 12%. Attached hereto and marked as **Exhibit "N"** to this my Affidavit is a true copy of the 2011 Loan Agreement.

54. In 2012, the Petitioner suggested to Seamount that Seamount could pay down some of the principal on the Grant Manor Loan by obtaining conventional first mortgage financing. Pursuant to an agreement dated February 1, 2013, Seamount agreed to a payment of \$1.1 million towards the Grant Manor Loan and the Petitioner agreed to a discharge of the Petitioner's \$1.7 million mortgage (the "**2013 Loan Agreement**"). The parties further agreed that the Petitioner would hold a non-registered mortgage in second place on Grant Manor. Attached hereto and marked as **Exhibit "O"** to this my Affidavit is a true copy of the 2013 Loan Agreement.

55. Pursuant to an agreement dated October 1, 2016 between the Petitioner and Seamount, the terms of the Grant Manor Loan was amended to a maturity date of October 1, 2018 ("**2016 Loan Agreement**"). The interest rate was amended to 6% so that Seamount could continue to meet its interest payment obligations. Attached hereto and marked as **Exhibit "P"** to this my Affidavit is a true copy of the 2016 Loan Agreement.

56. The Royal Bank of Canada currently has a mortgage registered in first place on the property. I verily believe that the principle amount of that mortgage is \$1.2 million. The Petitioner never registered a mortgage again on Grant Manor. Attached hereto and marked as **Exhibit "Q"** to this my Affidavit is a true copy of the land title search for Grant Manor.

57. The Royal Bank of Canada also has a security interest registered in the B.C. Personal Property Registry (the "PPR") over all of Seamont's present and after-acquired personal property and real property situated at Grant Manor. The Petitioner does not have a security interest registered in the PPR against Seamont. Attached hereto and marked as **Exhibit "R"** to this my Affidavit is a true copy of the PPR search for Seamont as debtor.

58. As of December 31, 2017, Seamont owes \$759,846.20 in principal and accrued interest on the Grant Manor Loan. Over the years, Seamont has repaid \$1.1 million in principal and \$389,965.74 in interest. If the settlement payment of \$600,000 is accepted, then Seamont would have repaid the total principal amount plus \$389,965.74 in interest payments. Although this leaves \$159,846.20 outstanding in interest owed, I believe that accepting the settlement now for an immediate payment is better in the circumstances for the Petitioner and its stakeholders than waiting on repayment at an unforeseen time in the future that may or may not come. Attached hereto and marked as **Exhibit "S"** to this my Affidavit is a schedule detailing the payments made and amounts outstanding.

59. In my view, settlement of the Grant Manor Loan at this time for an upfront, immediate payment will provide more benefit to the Petitioner and its stakeholders as the future of this loan is uncertain.

60. The Otter Bay Loan and the Grant Manor Loan are the only two Loans to Seamont.

61. As part of the Petitioner's restructuring proceedings, the Petitioner collecting on the Loans to wind up its business, particularly on those that are non-performing or where there is little prospect of repayment in the near future. The settlement of the Otter Bay Loan and the Grant Manor Loan is in line with the Petitioner's plan to wind up its business operations.

62. In my view, the terms of the Otter Bay Settlement Agreement and the Grant Manor Settlement Agreement are fair and reasonable in the circumstances.

SWORN (OR AFFIRMED) BEFORE ME
at ~~Vancouver~~, British Columbia,
on January/____/2018



A Commissioner for taking Affidavits for British Columbia

[Name of Commissioner (please print)]

~~CLARK WILSON LLP~~
604.687.5700

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


DONALD BERGMAN

TITLE SEARCH PRINT

File Reference: 24371-0033

Declared Value \$421000

2018-01-18, 11:06:11

Requestor: Deborah Hamann-Trou

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

Land Title Office

VANCOUVER

VANCOUVER

Title Number

From Title Number

CA4598538

CA3952322

Application Received

2015-08-11

Application Entered

2015-08-17

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ALL CANADIAN INVESTMENT CORPORATION, INC.NO.

BC0570425

825 LAKESHORE DRIVE SW

SALMON ARM, BC

V1E 1E4

Taxation Authority

North Shore - Squamish Valley Assessment Area

Pender Harbour Fire Protection District

Description of Land

Parcel Identifier:

027-093-387

Legal Description:

LOT 184 DISTRICT LOT 3923 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP30066

Legal Notations

HERETO IS ANNEXED EASEMENT BA313429 OVER PART (PLAN BCP25592)

LOT 162 PLAN BCP25298

Charges, Liens and Interests

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

P60244

Registration Date and Time:

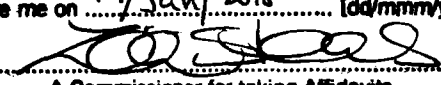
1986-06-30 10:25

Registered Owner:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Remarks:

INTER ALIA

This is Exhibit A referred to in the affidavit ofDonald Bergman sworn (or affirmed)before me on 19 Jan 2018 [dd/mm/yyyy]A Commissioner for taking Affidavits
within 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

TITLE SEARCH PRINT

File Reference: 24371-0033

Declared Value \$421000

2018-01-18, 11:06:11

Requestor: Deborah Hamann-Trou

Nature: COVENANT
Registration Number: BK397133
Registration Date and Time: 1996-12-09 14:57
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
SUNSHINE COAST REGIONAL DISTRICT
Remarks: INTER ALIA
SECTION 215 L.T.A.
MODIFIED BY CA716002

Nature: COVENANT
Registration Number: BK397155
Registration Date and Time: 1996-12-09 14:58
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA
SECTION 215 L.T.A.

Nature: STATUTORY RIGHT OF WAY
Registration Number: BA86020
Registration Date and Time: 2006-04-19 11:53
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: BA86021
Registration Date and Time: 2006-04-19 11:53
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: BA313428
Registration Date and Time: 2006-08-24 14:08
Remarks: PLAN BCP25592, APPURTENANT TO LOTS 156, 157, 158
159 AND 162 PLAN BCP25298
MODIFIED BY BB400164

Nature: STATUTORY BUILDING SCHEME
Registration Number: BA313437
Registration Date and Time: 2006-08-24 15:09
Remarks: INTER ALIA

TITLE SEARCH PRINT

2018-01-18, 11:06:11

File Reference: 24371-0033

Requestor: Deborah Hamann-Trou

Declared Value \$421000

Nature: COVENANT
Registration Number: BB400151
Registration Date and Time: 2007-05-15 15:02
Registered Owner: SUNSHINE COAST REGIONAL DISTRICT
Remarks: INTER ALIA
AS TO PART FORMERLY LOT 161 PLAN BCP25298

Nature: STATUTORY RIGHT OF WAY
Registration Number: BB400161
Registration Date and Time: 2007-05-15 15:03
Registered Owner: SUNSHINE COAST REGIONAL DISTRICT
Remarks: PLAN BCP30067

Nature: MODIFICATION
Registration Number: BB400164
Registration Date and Time: 2007-05-15 15:03
Remarks: MODIFICATION OF BA313428

Nature: CRYSTALLIZED FLOATING CHARGE
Registration Number: CA6308640
Registration Date and Time: 2017-09-19 12:55
Registered Owner: FISGARD CAPITAL CORPORATION
INCORPORATION NO. C0603095
Remarks: INTER ALIA

Duplicate Infeasible Title NONE OUTSTANDING


Transfers NONE

Pending Applications NONE



January 8, 2018

To: Clark Wilson LLP
900-885 West Georgia Street
Vancouver, B.C.
V6C 3H1

This is Exhibit B referred to in the affidavit of
Donald Beraman sworn (or affirmed)
before me on 19/Jan/2018 [dd/mm/yyyy]

A Commissioner for taking Affidavits
within British Columbia

Attn: Christopher Ramsay

Re: **13562 Lee Road (Lot 184), Garden Bay, B.C.**

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

Dear Mr. Ramsay,

As per your request, the following summarizes the market activity on the above-noted property:

MLS History:

- This property has been actively listed on the Multiple Listing Service from June 28, 2017 to present day/time of sale (ML#R2108710).
- Price Listing History:
 - \$629,000 (June 28, 2017 – August 8, 2017)
 - \$599,000 (August 8, 2017 – December 11, 2017)
 - \$399,000 (December 11, 2017 – To time of Sale)

Advertising:

- Advertised continually on www.sunshinecoasthomes.com
- Advertised continually on www.royallepagesussex.com/offices/sechelt/
- Advertised continually on www.realtylink.org
- Promotional posts on Facebook for SunshineCoastHomes.com
- Colour display advertising on rotation in the Sunshine Coast Real Estate Magazine.
- Advertised monthly in display advertising in the Sunshine Coast Real Estate Guide
- "For Sale" signage at 13562 Lee Road with Realtor contact information for drive by showings.
- Advertised continually in window display sheet format in Royal LePage Sussex Pender Harbour locations and Garden Bay area kiosk.

-2-

Showings and Activity:

This property received no showings at the price point of \$629,000 despite email and phone inquiries. Due to this lack of activity, the price was reduced to \$599,000 where again, there were inquiries and a total of three scheduled showings, none producing an offer. Feedback from Realtors and potential buyers alike commented that the unfinished state of construction within the home, steep easement of the road and lack of any connected services (i.e. hydro, water) made the price too cost prohibitive. After much consideration, a price reduction was made December 11, 2017 to \$399,000. This new price point generated much interest and there were four immediate showings, one of which led to an offer. We continued to actively market this property and coordinate viewings despite it being under offer, and did so right up to the subject removal date of January 5, 2017 and a finalization of sale. This property received the maximum exposure and was accessible to view throughout the course of its active listing history.

We attached for your review, MLS information sheets for comparable "Land" listings, either Active or Expired, within the Garden Bay area from July 1, 2017 to the present. There were no recorded sales for comparable properties within that same time period.

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

Best regards,



Dave Milligan, REALTOR

www.SunshineCoastHomes.com


Royal LePage – Sussex Sechelt, Gibsons & Pender Harbour

12874 Madeira Park, Box 38, Madeira Park, BC, V0N 2H0

1.800.792.7719 | 604.885.5414 | Pender Harbour 604.883.9212 | Fax: 604.883.9524

Expired R2151610 Board: V, Land Only Other		Lot 118 GODKIN WAY Sunshine Coast Pender Harbour Egmont VON 1S1		\$279,000 (LP) (SP) 	
		Days on Market: 214 Previous Price: \$0		List Date: 4/1/2017 Original Price: \$279,000	
		Expiry Date: 10/31/2017 Sold Date:			
		Frontage: Meas. Type: Feet Frontage Metric: Depth: Price/SqFt: Sub-Type: Exposure: South Permitted Use: House/Single Family Title to Land: Freehold NonStrata Tour: Virtual Tour URL		Subdiv/Complex: P.I.D.: 026-169-240 Taxes: \$1,394.53 For Tax Year: 2016 Zoning: RU1 Rezoneable?: Flood Plain:	
		Lot Area Acres: 2.68 Hect: 1.09 SqFt: 116,871.48 SqM: 10,857.72			
		Sanitary Sewer: At Lot Line Storm Sewer: None Water Supply: City/Municipal Electricity: Available Natural Gas: Not Available Telephone Service: Available Nearby Cable Service: Available Nearby Prospectus: Not Required Develop Permit: No Bldg Permit Apprv: No Building Plans: Not Available		Property Access: Road Access Parking Access: Side Fencing: None Property In ALR: Seller's Interest: Registered Owner Information Pkg: Yes Sign on Property: Y Sketch Attached: Yes Property Disclosure: No : Bare land. Trees Logged: No Perc Test Avail: No Perc Test Date:	
Legal: PL BCP15556 LT 118 DL 3923 LD 36					
Site Influences: Marina Nearby, Paved Road, Private Setting, Recreation Nearby, Rural Setting, Treed Restrictions: Building Commission: 3.255% ON THE FIRST \$100,000 AND 1.395% ON THE BALANCE					
List Broker 1: Royal LePage Sussex - Office: 604-885-3295 List Sales Rep 1: Alan Stewart - Phone: 604-740-2353 List Sales Rep 2: List Broker 2: List Sales Rep 3: Sell Broker 1: Sell Sales Rep 1: Sell Broker 2: Sell Sales Rep 2: Owner: Gordon LehnMeryle Lehn				Appointment/Keybox: Appt. Not Required Call: Phone:	
Realtor All measurements approximate. Buyer to verify if important. Remarks:					
Situated in Daniel Point at the entrance to Pender Harbour, this tranquil treed 2.68 acre building lot offers breathtaking ocean views, mossy rock outcroppings and multiple building sites. It's perfect for retirement or recreation. The property is zoned for two homes and offers underground services at the lot line including sewer, electricity, cable and high speed internet. Private and peaceful with nature at your doorstep and ocean & freshwater access within walking distance. Call today to arrange a personal tour of this unique vista view acreage.					


Active R2076450 Board: V, Land Only Other	LOT 4 FLAGSHIP ROAD Sunshine Coast Pender Harbour Egmont VON 1S1		\$295,000 (LP) (SP) <input type="checkbox"/> Schedule a Showing										
	Days on Market: 582 Previous Price: \$0	List Date: 6/3/2016 Original Price: \$295,000	Expiry Date: 6/30/2018 Sold Date:										
	Frontage: 110.24 Meas. Type: Feet Frontage Metric: 33.60 Depth: 406.5 Price/SqFt: Sub-Type:	Subdiv/Complex: Pender Harbour Landing P.I.D.: 027-305-180 Taxes: \$1,579.52 For Tax Year: 2015 Zoning: RU1 Rezoneable?:	<table border="1"> <thead> <tr> <th colspan="2">Lot Area</th> </tr> </thead> <tbody> <tr> <td>Acres:</td> <td>1.12</td> </tr> <tr> <td>Hect:</td> <td>0.45</td> </tr> <tr> <td>SqFt:</td> <td>48,632.13</td> </tr> <tr> <td>SqM:</td> <td>4,518.07</td> </tr> </tbody> </table>	Lot Area		Acres:	1.12	Hect:	0.45	SqFt:	48,632.13	SqM:	4,518.07
	Lot Area												
	Acres:	1.12											
Hect:	0.45												
SqFt:	48,632.13												
SqM:	4,518.07												
Exposure: South Permitted Use:	Flood Plain:												
Title to Land: Freehold NonStrata Tour:													
Sanitary Sewer: At Lot Line Storm Sewer: None Water Supply: City/Municipal Electricity: At Lot Line Natural Gas: Not Available Telephone Service: At Lot Line Cable Service: At Lot Line Prospectus: Available Through L.B. Develop Permit: Yes Bldg Permit Apprv: No Building Plans: Mandatory	Property Access: Road Access Parking Access: Fencing: None Property In ALR: No Seller's Interest: Registered Owner Information Pkg: Yes Sign on Property: Y Sketch Attached: Yes Property Disclosure: Yes Trees Logged: No Perc Test Avail: Perc Test Date:												
Legal: PL BCP33394 LT 4 DL 1397A LD 36													
Site Influences: Golf Course Nearby, Marina Nearby, Paved Road, Private Setting, Treed Restrictions: Building, Development, Engineered Foundation Req, Mandatory Building Scheme Commission: 4%													
List Broker 1: Royal LePage Sussex - Office: 604-883-9525 List Sales Rep 1: Teresa M Sladey - Phone: 604-740-7535 List Sales Rep 2: Bill Hunsche - Phone: 604-740-1411 List Broker 2: Royal LePage Sussex - Office: 604-883-9525 List Sales Rep 3: Sell Broker 1: Sell Sales Rep 1: Sell Broker 2: Sell Sales Rep 2: Owner: PENDER HARBOUR LANDING LTD.	Appointments: Phone L.R. First Call: Mary Mackay or Teresa Sladey Phone: 604-883-9988												
Realtor Remarks: 4% commission payable to Selling agent on 1st physical introduction. Developer's Disclosure Statement attached, GST Payable on purchase price. All measurements approximate and to be verified by Buyer if deemed important.													
1.12 acre OCEAN VIEW property is well treed & has easy driveway access. Exclusive Pender Harbour Landing Development. Freehold, non-strata ownership. Estate Size Parcel is Fully Serviced (underground) and is approximately 200 meters to Ocean plus Hotel Lake.													

Active R2076495 Board: V, Land Only Other:	LOT 5 FLAGSHIP ROAD Sunshine Coast Pender Harbour Egmont VON 1S1	\$295,000 (LP) (SP) <input type="checkbox"/> Schedule a Showing
	Days on Market: 582 Previous Price: \$0	List Date: 6/3/2016 Expiry Date: 6/30/2018 Original Price: \$295,000 Sold Date:
	Frontage: 135.00 Meas. Type: Feet Frontage Metric: 41.05 Depth: 417.00 Price/SqFt: Sub-Type: Exposure: South	Subdiv/Complex: Pender Harbour Landing P.L.D.: 027-305-198 Taxes: \$1,629.61 For Tax Year: 2015 Zoning: RU1 Rezoneable?: Flood Plain:
	Permitted Use:	Title to Land: Freehold NonStrata
	Tour: Virtual Tour URL	
Sanitary Sewer: At Lot Line Storm Sewer: None Water Supply: City/Municipal Electricity: At Lot Line Natural Gas: Not Available Telephone Service: At Lot Line Cable Service: At Lot Line Prospectus: Available Through L.B. Develop Permit: Yes Bldg Permit Apprv: No Building Plans: Mandatory	Property Access: Road Access Parking Access: Fencing: None Property in ALR: Seller's Interest: Registered Owner Information Pkg: Yes Sign on Property: Y Sketch Attached: Yes Property Disclosure: Yes Trees Logged: No Perc Test Avail: Perc Test Date:	
Legal: PL BCP33394 LT 5 DL 1397A LD 36		
Site Influences: Cul-de-Sac, Golf Course Nearby, Marina Nearby, Paved Road, Private Setting, Treed Restrictions: Building, Development, Engineered Foundation Req, Mandatory Building Scheme Commission: 4%		
List Broker 1: Royal LePage Sussex - Office: 604-883-9525 List Sales Rep 1: Teresa M Sladey - Phone: 604-740-7535 List Sales Rep 2: Bill Hunsche - Phone: 604-740-1411 List Broker 2: Royal LePage Sussex - Office: 604-883-9525 List Sales Rep 3: Sell Broker 1: Sell Sales Rep 1: Sell Broker 2: Sell Sales Rep 2: Owner: PENDER HARBOUR LANDING LTD.	Appointments: Phone L.R. First Call: Mary Mackay or Teresa Sladey Phone: 604-883-9988	
Realtor 4% commission payable to Selling agent on 1st physical introduction. Developer's Disclosure Statement attached, GST Payable on purchase price. All measurements approximate and to be verified by Buyer if deemed important. Remarks:		
1.27 acres ~ South Exposure Harbour/Ocean Views. Exclusive Pender Harbour Landing Development. Freehold, non-strata estate sized parcel. Fully serviced (underground) with easy driveway access. Approximately 200 meters to Hotel Lake and Ocean.		

LND Full Realtor

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

01/08/2018 12:51 PM

Active R2076819 Board: V, Land Only Other	LOT 23 FLAGSHIP ROAD Sunshine Coast Pender Harbour Egmont VON 1S1	\$399,000 (LP) (SP)										
	Days on Market: 586 Previous Price: \$475,000 Frontage: 36.00 Meas. Type: Feet Frontage Metric: Depth: Price/SqFt: Sub-Type: Exposure: South Permitted Use: Title to Land: Freehold NonStrata Tour:	List Date: 5/30/2016 Original Price: \$475,000 Expiry Date: 6/30/2018 Sold Date: Subdiv/Complex: P.I.D.: 027-305-406 Taxes: \$1,615.94 For Tax Year: 2015 Zoning: RU1 Rezoneable?: Flood Plain: <table border="1"> <tr> <th colspan="2">Lot Area</th></tr> <tr> <td>Acres:</td><td>1.41</td></tr> <tr> <td>Hect:</td><td>0.57</td></tr> <tr> <td>SqFt:</td><td>61,420.00</td></tr> <tr> <td>SqM:</td><td>5,706.10</td></tr> </table>	Lot Area		Acres:	1.41	Hect:	0.57	SqFt:	61,420.00	SqM:	5,706.10
Lot Area												
Acres:	1.41											
Hect:	0.57											
SqFt:	61,420.00											
SqM:	5,706.10											
Sanitary Sewer: At Lot Line Storm Sewer: None Water Supply: City/Municipal Electricity: At Lot Line Natural Gas: Not Available Telephone Service: Available Nearby Cable Service: Available Nearby Prospectus: Available Through Develop Permit: Yes Bldg Permit Apprv: No Building Plans: Mandatory	Property Access: Road Access Parking Access: Fencing: Property In ALR: Seller's Interest: Registered Owner Information Pkg: Yes Sign on Property: Sketch Attached: Yes Property Disclosure: Yes Trees Logged: No Perc Test Avail: Perc Test Date:											
Legal: NWD PL BCP33394 LT 23 DL 1397A LD 36												
Site Influences: Golf Course Nearby, Marina Nearby, Paved Road, Private Setting, Recreation Nearby, Waterfront Property												
Restrictions: Building, Development, Engineered Foundation Req, Mandatory Building Scheme												
Commission: 4%												
List Broker 1: Royal LePage Sussex - Office: 604-883-9525 List Sales Rep 1: Teresa M Sladey - Phone: 604-740-7535 List Sales Rep 2: Bill Hunsche - Phone: 604-740-1411 List Broker 2: Royal LePage Sussex - Office: 604-883-9525 List Sales Rep 3: Sell Broker 1: Sell Sales Rep 1: Sell Broker 2: Sell Sales Rep 2: Owner: PENDER HARBOUR LANDING LTD.	Appointments: Call: Phone L.R. First Phone: MARY MACKAY 604-883-9988											
Realtor Remarks: Developer's Disclosure Statement attached, GST Payable on purchase price. All measurements approximate and to be verified by Buyer if deemed important. 4% commission payable to Selling agent.												
Exclusive Pender Harbour Landing Development Freehold, Non-Strata Ownership. Practical Building Guidelines w/no mandatory start date for construction. Awesome Outlook from bluff setting on 1.41 acres oceanfront.												

LND Full Realtor

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

01/08/2018 12:51 PM

This is Exhibit C..... referred to in the affidavit of
Donald Bergman..... sworn (or affirmed)
 before me on 19 Jan 2018..... [dd/mm/yyyy]

[Signature]
 A Commissioner for taking Affidavits
 within British Columbia

ROYAL LEPAGE
 SUSSEX

THE CANADIAN
 BAR ASSOCIATION

PAGE 1 of 5 PAGES

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

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal LePage Sussex (MadPk) DATE: December 22, 2017
 ADDRESS: 12874 Madeira Park Road Madeira Park PC: VON 2H0 PHONE: (604) 883-9525
 PREPARED BY: Dave Milligan MLS# NO: R2184044

SELLER: <u>ALL CANADIAN INVESTMENT CORP</u>	BUYER: <u>Clayton J Satchwell</u>
SELLER:	BUYER: <u>Sandra M Satchwell</u>
ADDRESS: <u>13562 LEE ROAD</u>	ADDRESS: <u>7987 Gilley Ave</u>
<u>Garden Bay</u> PC: <u>VON 1S1</u>	<u>Burnaby, BC</u> PC: <u>V5J 4Y4</u>
PHONE:	PHONE:
	OCCUPATION:

PROPERTY:

13562 LEE ROAD

UNIT NO:	ADDRESS OF PROPERTY
<u>Garden Bay</u>	<u>VON 1S1</u>
CITY/TOWN/MUNICIPALITY	POSTAL CODE
<u>027-093-387</u>	
PID	OTHER PID(S)
<u>PL BCP30066 LT 184 DL 3923 LD 36 GROUP 1.</u>	

LEGAL DESCRIPTION

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

- PURCHASE PRICE:** The purchase price of the Property will be Three Hundred Ninety-Five Thousand
DOLLARS \$395,000.00 (Purchase Price)
- DEPOSIT:** A deposit of \$20,000.00 which will form part of the Purchase Price, will be paid within 24 hours of acceptance unless agreed as follows: Upon final subject removal

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Royal LePage Sussex and held in trust in accordance with the provisions of the Real Estate Services Act. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the Real Estate Services Act pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

[Signature] [Signature] [Signature]
 INITIALS

13562 LEE ROAD
PROPERTY ADDRESS

Garden Bay

VON 1S1

PAGE 2 of 5 PAGES

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

DB

Subject to the Buyer viewing and approving the subject property on or before December 24, 2017. This condition is for the sole benefit of the Buyer.

Subject to the Buyer clarifying the details of the HPO 2/5/10 Warranty terms by January 5, 2018. This subject is for the sole benefit of the Buyer.

Subject to the Buyer contracting for and receiving a satisfactory building and property inspection on or before January 5, 2018. This subject is for the sole benefit of the Buyer.

This offer is subject to the Buyer obtaining approval for fire/property insurance, satisfactory to the Buyer, by January 5, 2018. This condition is for the sole benefit of the Buyer.

Subject to the Buyer, on or before January 5, 2018 searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value. This condition is for the sole benefit of the Buyer.

Subject to the Buyer on or before January 5, 2018 approving the Property Disclosure Statement with respect to information that reasonably may adversely affect the use or value of the property. If approved such statement will be incorporated into and form part of this contract. This condition is for the sole benefit of the Buyer.

The Buyer warrants to act reasonably and to use their best efforts to satisfy and remove the above subjects from this contract.

The Parties agree that reproduction of signatures and initials by telecommunications will be treated as originals.

Prior to the execution of this Contract, the Buyer has been advised of the following:

1. The Buyer is aware there is a 5% GST charge to be made payable by the Buyer at closing.
2. Buyer must independently verify data pertaining to square footage, room sizes, lot size and lot boundaries. While said data is presumed to be correct, the selling agent makes no representations as to its accuracy.
3. Property Transfer Tax totalling 1% of the first \$200,000, 2% of the balance of the purchase price is payable at the time of Completion unless the Buyer qualifies for an exemption.
4. All non-financial charges contained on the title will remain on title after closing.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Services Act.

DB

INITIALS

13562 LEE ROAD
PROPERTY ADDRESS

Garden Bay

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PAGE 3 of 5 PAGES

4. **COMPLETION:** The sale will be completed on January 26 yr. 2018
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12.00 p.m. on
January 26 yr. 2018 (Possession Date) OR, subject to the following existing tenancies, if any.
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from and including the date set for adjustments and all adjustments both incoming and outgoing of whatsoever nature will be made as of January 26 yr. 2018 (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appliances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appliances and attachments thereto as viewed by the Buyer at the date of inspection. **INCLUDING**
As to Where is.

BUT EXCLUDING:

8. **VIEWED:** The Property, and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on FBA yr. 2017.
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisions, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheques, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheques.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the Real Estate Services Act, on account of damages, without prejudice to the Seller's other remedies.
13. **BUYER FINANCING:** If the Buyers relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage; and (b) fulfilled all the new mortgage's conditions for funding except lodging the mortgage for registration; and (c) made the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer.



13562 LEL ROAD

Garden Bay

VON IS:

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PROPERTY ADDRESS

and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service, the real estate board that operates the Multiple Listing Service, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service and other real estate boards of any list(s) including historical Multiple Listing Service data for use by persons authorized to use the Multiple Listing Service of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipient(s)) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR*.
- The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.
- 20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.
- 20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller, and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

6 DB
INITIALS

12562 LEE ROAD

Garden Bay

VON IS

PAGE 5 of 5 PAGES

PROPERTY ADDRESS

21. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure provided by the British Columbia Real Estate Association entitled *Working With a REALTOR* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with _____
DESIGNATED AGENT'S LICENSE # _____

who is/are licensed in relation to _____
BROKERAGE _____

B. the Buyer has an agency relationship with _____
DESIGNATED AGENT'S LICENSE # _____

who is/are licensed in relation to _____
BROKERAGE _____

C. the Buyer and the Seller have consented to a limited dual agency relationship with _____
Dave Milligan _____

who is/are licensed in relation to _____
DESIGNATED AGENT'S LICENSE # _____
BROKERAGE _____

having signed a Limited Dual Agency Agreement dated December 20, 2017

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

22. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal, it is agreed and understood that the Seller's acceptance is irrevocable, including without limitation during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

24. **OFFER:** This offer, or counter-offer, will be open for acceptance until 12.00 o'clock P.M. on December 22, 2017, unless withdrawn in writing with notification to the other party of such revocation prior to publication of its acceptance, and upon acceptance of the offer or counter-offer by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

WITNESS
[Signature]

WITNESS
[Signature]

WITNESS
[Signature]
Clayton J. Satchwell

WITNESS
[Signature]

WITNESS
[Signature]

WITNESS
[Signature]
Sandra M. Satchwell

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the Immigration and Refugee Protection Act.

YES [Signature]

NO

25. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated _____

The Seller declares their residency:

RESIDENT OF CANADA [Signature]

NON-RESIDENT OF CANADA

as defined under the Income Tax Act

Authenticity
Dan Bergman
12/22/2017 9:15:06 PM EST

WITNESS

SELLER

WITNESS

CAUTION: This document is a legal document. It contains information that may be subject to the provisions of the Real Estate Act and the Real Estate Regulation Act. It is recommended that you consult with a legal professional before signing this document.

BC7057

OCT 2017

COPYRIGHT - BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

WEB RELEASE 2017

This is Exhibit D referred to in the affidavit of
Donald Begman sworn (or affirmed)
 before me on 19/Jan/2018 [dd/mm/yyyy]

[Signature]
 A Commissioner for taking Affidavits
 within 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

Assessment Roll Report

Disclaimer

This information is obtained from various sources and is determined as of the specific dates set out in the Assessment Act. As a result, BC Assessment cannot warrant that it is current or accurate, and provides it for your convenience only. Use of this information without verification from original sources is at your own risk.

©BC Assessment

Report Date:	Jan 16, 2018	Report Time:	11:25:42 AM
Folio:	24371-0033	For:	PI69044
Roll Year:	2018	Roll Number:	06165.693
Area:	08	Jurisdiction:	746
School District:	46		
Neighbourhood:	550 - PENDER HARBOUR		
Property Address:	13562 LEE RD GARDEN BAY BC V0N 1S1		
Owner Name:	ALL CANADIAN INVESTMENT CORPORATION		# of Owners: 1
Owner Address:	2-781 MARINE PARK DR NE SALMON ARM BC V1E 2W7		
<input type="checkbox"/> Document No:	CA4598538		
PID:	027-093-387		
Legal Description:	Lot 184, Plan BCP30066, District Lot 3923, Group 1, New Westminster Land District		

2018 Value

Property Class	Land	Improvement
Residential	\$343000	\$244000

Total Actual Value:
\$587000

2017 Value

Property Class	Land	Improvement
Residential	\$279000	\$270000

Total Actual Value:
\$549000

2016 Value

Property Class	Land	Improvement
Residential	\$225000	\$219000

Total Actual Value:
\$444000

Manual Class: 8000 - Non-Manualized Structures

Actual Use: 062 - 2 Acres Or More (Seasonal Dwelling)

Tenure: 01 - Crown-Granted

ALR:

Land Dimension: 2.58 Land Dimension Type: Acres

Sales:	Number	Description
	#1	A SINGLE PROPERTY, IMPROVED SALE occurred on 11 Aug 2015. This was a CASH sale and the price was 421,000. The document # was CA4598538.
	#2	A NON-SALE occurred on 10 Sep 2014. The document # was CA3952322.
	#3	A NON-SALE occurred on 15 May 2007. The document # was BB400154.

Additional Owners:

Associated PIDs:

No Additional Owners



February 18, 2010

Seamont Investments Ltd
530 - 1130 West Pender Street
Vancouver, BC
V6E 4A4

This is Exhibit E referred to in the affidavit of
Donald Bergman sworn (or affirmed)
before me on 19/Jan/2010 (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
within British Columbia

Dear Sir:

We are pleased to advise that All Canadian Investment Corporation has approved a credit facility, subject to Seamont Investments Ltd obtaining a court approved sale and subject to the terms and conditions outlined hereunder.

LENDER: All Canadian Investment Corporation.
BORROWER: Seamont Investments Ltd
TYPE OF LOAN: Promissory Note
LOAN AMOUNT: \$1,655,500
TERM: One (1) year due March 31, 2010
INTEREST: Interest is to be calculated at the rate of 12.00% per annum.
PAYMENTS: Interest payments will be due quarterly on Jun 30, 2010, Sept 30, 2010, Dec 31, 2010 and Mar 31, 2011.
FUNDING DATE: March 24, 2010
PREPAYMENT: Should pre-payment be received before maturity of the term, pre-payment shall be accepted without penalty.

OFFER AND ACCEPTANCE

This offer is open for your acceptance until 4:00 pm, February 19, 2010, by which time the enclosed copy of this letter shall be returned to our offices and this commitment shall become null and void.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

[Signature]
Don Bergman
President

Accepted and agreed to by the borrower, this 18 day of Feb, 2010.

[Signature]
Seamont Investments Ltd

PROMISSORY NOTE

March 24, 2010

\$1,655,500 Cdn

THE UNDERSIGNED hereby promises to repay on or before March 31, 2011 to or to the order of ALL CANADIAN INVESTMENT CORPORATION (the "company") at 825 Lakeshore Drive, Salmon Arm, BC, V1E 1E4 the principle sum of ONE MILLION SIX HUNDRED & FIFTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$1,655,500 Cdn) together with interest on the balance outstanding from time to time at TWELVE PERCENT (12%) per annum. Interest will be payable quarterly on June 30, 2010, September 30, 2010, December 31, 2010 and March 31, 2011. Payments under this Promissory Note will be applied firstly to accrued interest and secondly to outstanding principal.

THE UNDERSIGNED waives presentment, demand, notice, protest and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

THE UNDERSIGNED agrees and acknowledges that this Promissory Note may be negotiated, assigned, discounted, pledged or hypothecated by the company and in every such case payment will be made to the holder of the Promissory Note instead of the Company upon notice being given by the holder to the undersigned and no holder of any Promissory Note will be affected by the state of accounts between the undersigned and the Company or by any equities between the undersigned and the Company and will be deemed to be a holder in due course and for value of the Promissory Note held by him.

ACCEPTED by Borrower on February 12, 2010


 Segmont Investments Ltd

Otter Bay Valuation

Lot consists of 4 quarter share strata units

<u>Lot Number</u>	<u>Assessed Value</u>	<u>Number of shares</u>	<u>Value</u>
9	\$531,000	4	\$531,000
10	\$563,000	4	\$563,000
11	\$481,000	4	\$481,000
12	\$388,000	4	\$388,000
14	\$394,000	4	\$394,000
29	\$313,000	4	\$313,000
32	\$289,000	3	\$216,750
			\$2,886,750

This is Exhibit F referred to in the affidavit of
Donald Bergman sworn (or affirmed)
 before me on 19/Jan/2018 [dd/mm/yyyy]


 A Commissioner for taking Affidavits
 within 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

2010 RURAL PROPERTY TAX NOTICE
DUE DATE: July 23, 2010

SERVICE BC-GOVT AGENT
343 LOWER GANGES RD
SALTSpring ISLAND BC V8K 2V4

COPY

Claim your homeowner grant online at:
www.sbr.gov.bc.ca/RPT/OLS.htm

000635

SEAMONT PROPERTIES LTD
530-1130 W PENDER ST
VANCOUVER BC V6E 4A3

FOLIO NUMBER	01 764 08827.209 1 B
ACCESS CODE	0032
PROPERTY ADDRESS	2315 9 MACKINNON RD
PID	026-850-450
LEGAL DESCRIPTION	
LOT: 9 PL: VISIONS SEC: 17 Pender PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE	

	CLASS	LAND VALUE	IMPROVEMENTS	RATE	NO GRANT A	REG GRANT B	ADD'L GRANT C
PROVINCIAL SERVICES							
SCHOOL	01	394,000	147,000	1.7566	693.94	693.94	693.94
LESS: HOME OWNER GRANT					0.00	670.00	646.00
NET SCHOOL					693.94	323.94	188.94
PROVINCIAL RURAL TAX	01	394,000	147,000	.5280	276.12	276.12	276.12
POLICE TAX	01	394,000	147,000	.0670	30.27	30.27	30.27
LOCAL SERVICES							
CAPITAL REG. HOSP	01	394,000	147,000	.2940	185.11	185.11	185.11
BC ASSESS. AUTH.	01	394,000	147,000	.0884	35.26	35.26	35.26
MUNL FIN. AUTH.	01	394,000	147,000	.0002	0.11	0.11	0.11
AREA 6 CAPITAL RD	01	394,000	147,000	.5013	288.10	288.10	288.10
N PENDER PARKS & REC	01	394,000	147,000	.1357	72.06	72.06	72.06
NPEN TRUST AREA LEVY	01	394,000	147,000	.8372	330.35	330.35	330.35
PENDER FIRE RESPONSE	01	394,000	147,000	.8388	445.30	445.30	445.30
PENDER ISL FIRE					50.45	50.45	50.45
SGI HARBOUR FACILITY					40.82	40.82	40.82
TOTAL 2010 TAX					2,884.78	2,884.78	1,819.78
TOTAL PAYMENT DUE					2,884.78	2,884.78	1,819.78

PN 34 Rev 2010/3/17

See reverse for payment options

DETACH

PAYABLE AT MOST CANADIAN FINANCIAL INSTITUTIONS

Customer Copy



Ministry of Finance

Mailing Address:
Surveyor of Taxes
PO Box 9448 Stn Prov Govt
Victoria BC V8W 9V8

2010 RURAL PROPERTY TAX NOTICE

Return this portion with your payment

2010 HOME OWNER GRANT APPLICATION

I have read and understand the Home Owner Grant Eligibility requirements on the reverse and certify that I qualify for: (please check only one)

☐ REGULAR GRANT

☐ ADD'L GRANT - SENIOR (age 65 or over during this calendar year). My birthdate is: YYYY / MM / DD

☐ ADD'L GRANT - OTHER (See reverse for criteria.)
Check appropriate category and provide supporting documentation.)

SIGNATURE - OWNER (or Representative of Deceased Owner) _____ TELEPHONE NO. _____ DATE SIGNED _____

☒ PRINT NAME IN FULL _____ ADDRESS OF RESIDENCE _____

A - NO GRANT: 2,884.78 B - REG GRANT: 2,884.78 C - ADD'L GRANT: 1,819.78

DUE DATE July 23, 2010	AMOUNT PAID
Trans Date:	Alt Payor:
PAYOR CODE: 881	NOTE #:
TENURE CODE: 0100	
OWNERS: SEAMONT PROPERTIES LTD	
CIVIC: 2315 9 MACKINNON RD	
MAILING ADDRESS: 530-1130 W PENDER ST	
VANCOUVER BC	
FOLIO NO: 01 764 08827.209 1 B	

It is an offence subject to a penalty of up to \$10,000 to make false application for a Home Owner Grant.

8010000266478000020947800001819780001764000000000000862720919

101037-9001

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2010 RURAL PROPERTY TAX NOTICE
DUE DATE: July 23, 2010

COPY

Claim your homeowner grant online at:
www.sbr.gov.bc.ca/RPT7/OLS.htm

000636

SEAMONT ENTERPRISES LTD
 530-1130 W PENDER ST
 VANCOUVER BC V6E 4A3

FOLIO NUMBER	01 764 08627.210 1 7
ACCESS CODE	0022
PROPERTY ADDRESS	2315 10 MACKINNON RD
PD	025-659-488
LEGAL DESCRIPTION	
LOT: 10 PL: VISS996 SEC: 17 Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE	

	CLASS	LAND VALUE	IMPROVEMENTS	RATE	NO GRANT A	REG GRANT B	ADD'L GRANT C
PROVINCIAL SERVICES							
SCHOOL	01	382,000	171,000	1.7588	1,011.43	1,011.43	1,011.43
LESS: HOME OWNER GRANT					0.00	570.00	845.00
NET SCHOOL					1,011.43	441.43	166.43
PROVINCIAL RURAL TAX	01	382,000	171,000	.5200	282.76	282.76	282.76
POLICE TAX	01	382,000	171,000	.0670	32.09	32.09	32.09
LOCAL SERVICES							
CAPITAL REG. HOUS	01	382,000	171,000	.2940	186.52	186.52	186.52
BC ASSESS. AUTH.	01	382,000	171,000	.0884	37.38	37.38	37.38
MUN. FIN. AUTH.	01	382,000	171,000	.0002	0.11	0.11	0.11
AREA C CAPITAL RD	01	382,000	171,000	.5213	282.23	282.23	282.23
N PENDER PARKS & REC	01	382,000	171,000	.1357	78.40	78.40	78.40
N PEN TRUST AREA LEVY	01	382,000	171,000	.8372	388.74	388.74	388.74
PENDER FIRE RESPONSE	01	382,000	171,000	.8388	472.13	472.13	472.13
PENDER ISL FIRE					80.45	80.45	80.45
SGI HARBOUR FACILITY					48.52	48.52	48.52
TOTAL TAX					2,818.88	2,348.88	1,874.88
TOTAL PAYMENT DUE					2,818.88	2,348.88	1,874.88

PN101 Rev. 2010/3/17

See reverse for payment options

PAYABLE AT MOST CANADIAN FINANCIAL INSTITUTIONS

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Ministry of Finance

Mailing Address:
 Surveyor of Taxes
 PO Box 9448 Stn Prov Govt
 Victoria BC V8W 9V6

2010 RURAL PROPERTY TAX NOTICE

Return this portion with your payment.

2010 HOME OWNER GRANT APPLICATION

I have read and understand the Home Owner Grant Eligibility requirements on the reverse and certify that I qualify for: (please check only one)

☐ REGULAR GRANT

☐ ADD'L GRANT - SENIOR (age 65 or over during this calendar year). My birthdate is: YYYY/MM/DD

☐ ADD'L GRANT - OTHER (See reverse for criteria.)

Check appropriate category and provide supporting documentation.

SIGNATURE - OWNER (or Spouse/Partner or Deceased Owner) _____ TELEPHONE NO. _____ DATE SIGNED _____

PRINT NAME IN FULL _____ ADDRESS OF RESIDENCE _____

A - NO GRANT: 2,818.88 B - REG GRANT: 2,348.88 C - ADD'L GRANT: 1,874.88

DUE DATE July 23, 2010	AMOUNT PAID
Trans Date:	All Payor:
PAYOR CODE: 801	MORT R
TENED CODE: 0100	
OWNERS: SEAMONT ENTERPRISES LTD	
CVIC: 2315 10 MACKINNON RD	
MAILING ADDRESS: 530-1130 W PENDER ST	
VANCOUVER BC	
FOLIO NO: 01 764 08627.210 1 7	

It is an offence subject to a penalty of up to \$10,000 to make false application for a Home Owner Grant.

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00 10 3 7 9000

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FOLIO NUMBER	01 784 0827.211 1 5
ACCESS CODE	0821
PROPERTY ADDRESS	2315 11 MACKINNON RD
PID	025-888-476
LEGAL DESCRIPTION	
LOT: 11 PL. 315688 SEC. 17, Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE	

	CLASS	LAND VALUE	IMPROVEMENTS	RATE	NO GRANT A	RED GRANT B	ADDF. GRANT C
PROVINCIAL SERVICES							
SCHOOL	01	336,000	148,000	1.7988	884.12	884.12	884.12
LESS HOME OWNER GRANT					0.00	570.00	848.00
NET SCHOOL						384.12	16.12
PROVINCIAL RURAL TAX	01	336,000	148,000	8.220	280.12	280.12	280.12
POLICE TAX	01	336,000	148,000	0.670	27.42	27.42	27.42
LOCAL SERVICES							
CAPITAL REG. HOSP	01	336,000	148,000	2.940	141.41	141.41	141.41
BC ASSESS. AUTH.	01	336,000	148,000	0.684	31.84	31.84	31.84
MUNI. FIN. AUTH.	01	336,000	148,000	0.002	0.10	0.10	0.10
AREA Q CAPITAL RD	01	336,000	148,000	0.613	241.13	241.13	241.13
N PENDER PAROS & REC	01	336,000	148,000	1.367	86.27	86.27	86.27
NPBN TRUST AREA LEVY	01	336,000	148,000	0.872	308.48	308.48	308.48
PENDER FIRE RESPONSE	01	336,000	148,000	0.388	403.37	403.37	403.37
PAID BY TAXP							
N PENDER ISL FIRE					50.48	50.48	50.48
GOV HARBOUR FACILITY					40.82	40.82	40.82
TOTAL 1979 TAX					2,224.44	1,862.44	1,871.44
TOTAL PAYMENT DUE					2,422.44	1,862.44	1,871.44

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2010 RURAL PROPERTY TAX NOTICE
DUE DATE: July 23, 2010

COPY

Claim your homeowner grant online at:
www.sbr.gov.bc.ca/RPT/OLS.htm

000638

SEAMONT DEVELOPMENT LTD
 530-1130 W PENDER ST
 VANCOUVER BC V6E 4A3

FOLIO NUMBER	01 784 0827.212 1 3
ACCESS CODE	0020
PROPERTY ADDRESS	2315 12 MACKINNON RD
PID	026-889-434
LEGAL DESCRIPTION	
LOT: 12 PL-183398 SEC: 17 PENDER ISLAND TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE	

	CLASS	LAND VALUE	IMPROVEMENTS	RATE	NO GRANT A	REG GRANT B	ADD'L GRANT C
PROVINCIAL RURAL TAX	01	242,000	148,000	1.7885	887.04	887.04	887.04
LESS: HOME OWNER GRANT					0.00	870.00	887.04
NET SCHOOL					887.04	127.04	0.00
PROVINCIAL RURAL TAX	01	242,000	148,000	.3200	201.76	201.76	201.76
POLICE TAX	01	242,000	148,000	.0570	32.12	32.12	32.12
CAPITAL RD. HOBF	01	242,000	148,000	.3840	114.07	114.07	114.07
BC ASSESS. AUTH.	01	242,000	148,000	.0684	26.76	26.76	26.76
MUN. FM. AUTH.	01	242,000	148,000	.0002	0.06	0.06	0.06
AREA G CAPITAL RD	01	242,000	148,000	.5013	194.50	194.50	194.50
N PENDER PARKS & REC	01	242,000	148,000	.1387	62.65	62.65	62.65
N PENDER TRUST AREA LEVY	01	242,000	148,000	.3372	247.23	247.23	247.23
PENDER FIRE RESPONSE	01	242,000	148,000	.8366	325.36	325.36	325.36
N PENDER ISL FIRE					50.45	50.45	50.45
BCI HARBOUR FACILITY					40.82	40.82	40.82
LESS: RESIDUAL HOME OWNER GRANT					0.00	0.00	147.86
TOTAL PAYMENT DUE					1,571.66	1,401.66	1,128.86

PN 56 Rev. 2010 / 5 / 17

See reverse for payment options

DETACH

PAYABLE AT MOST CANADIAN FINANCIAL INSTITUTIONS

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Ministry of
 Finance

Mailing Address:
 PG Box 9446 Stn Prov Govt
 Victoria BC V8W 9V8

2010 RURAL PROPERTY TAX NOTICE

Retain this portion with your payment

2010 HOME OWNER GRANT APPLICATION

I have read and understand the Home Owner Grant Eligibility requirements on the reverse and certify that I qualify for: (please check only one)

☐ REGULAR GRANT

☐ ADD'L GRANT - SENIOR (age 65 or over during this calendar year). My birthdate is: YYYY/MM/DD

☐ ADD'L GRANT - OTHER (See reverse for criteria.)
 Check appropriate category and provide supporting documentation.

Signature - Owner (or Spouse/Partner or Co-located Owner) _____ TELEPHONE NO. _____ DATE SIGNED _____

☒ PRINT NAME IN FULL _____ ADDRESS OF RESIDENCE _____

A - NO GRANT: 1,571.66 B - REG GRANT: 1,401.66 C - ADD'L GRANT: 1,128.86

DUE DATE July 23, 2010	AMOUNT PAID
Trans Date:	Alt Payer:
PAYOR CODE: 001	MORT E
TENED CODE: 0100	
OWNERS: SEAMONT DEVELOPMENT LTD	
CIVIC: 2315 12 MACKINNON RD	
MAILING ADDRESS: 530-1130 W PENDER ST VANCOUVER BC	
FOLIO NO: 01 784 0827.212 1 3	

It is an offence subject to a penalty of up to \$10,000 to make false application for a Home Owner Grant.

801000019716600001401660000112886090176400000000000862721213

101037-9000

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2010 RURAL PROPERTY TAX NOTICE
DUE DATE: July 23, 2010

COPY

Claim your homeowner grant online at:
www.sbr.gov.bc.ca/RPTJOLS.htm

000640

SEAMONT INVESTMENTS LTD
 530-1130 W PENDER ST
 VANCOUVER BC V6E 4A3

FOLIO NUMBER	01 764 08827.214 1 9
ACCESS CODE	0028
PROPERTY ADDRESS	2315 14 MACKINNON RD
PID	028-658-505
LEGAL DESCRIPTION	
LOT: 14 PL: V185004-SEC. 17 Portion PENDER ISLAND TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE	

	CLASS	LAND VALUE	IMPROVEMENTS	RATE	NO GRANT A	REG GRANT B	ADD'L GRANT C
TECHNICAL SERVICES							
SCHOOL	01	225,000	100,000	1.7058	707.82	707.82	707.82
LESS: HOME OWNER GRANT					0.00	570.00	707.82
NET SCHOOL					707.82	137.82	8.00
PROVINCIAL RURAL TAX	01	225,000	100,000	.5200	204.86	204.86	204.86
POLICE TAX	01	225,000	100,000	.0570	22.48	22.48	22.48
LOCAL SERVICES							
CAPITAL REG. HOSP	01	225,000	100,000	.2040	118.84	118.84	118.84
BC ASSESS. AUTH.	01	225,000	100,000	.0684	26.16	26.16	26.16
MUN. FM. AUTH.	01	225,000	100,000	.0002	0.08	0.08	0.08
AREA 6 CAPITAL RD	01	225,000	100,000	.0013	197.81	197.81	197.81
N PENDER PARKS & REC	01	225,000	100,000	.1367	53.47	53.47	53.47
NPEN TRUST AREA LEVY	01	225,000	100,000	.3372	291.06	291.06	291.06
PENDER FIRE RESPONSE	01	225,000	100,000	.3388	330.41	330.41	330.41
INVESTMENT							
N PENDER HIL FIRE					50.46	50.46	50.46
SOI HARBOUR FACILITY					40.82	40.82	40.82
LESS: RESIDUAL HOME OWNER GRANT					0.00	0.00	137.18
TOTAL PAYMENT DUE					2,000.76	1,430.76	1,188.76

PN 04 Rev. 2010/3/17

See reverse for payment options

DEPTCH

PRIVILEGE AT MOST CANADIAN FINANCIAL INSTITUTIONS

Customer Copy



Ministry of
 Revenue

Mailing Address:
 Surveyor of Taxes
 PO Box 9446 Stn Prov Govt
 Victoria BC V8W 9V6

2010 RURAL PROPERTY TAX NOTICE

Return this portion with your payment

2010 HOME OWNER GRANT APPLICATION

I have read and understand the Home Owner Grant Eligibility requirements on the reverse and certify that I qualify for: (please check only one)

☐ REGULAR GRANT

☐ ADD'L GRANT - SENIOR (age 65 or over during the calendar year). My birthdate is: YYYY/MM/DD

☐ ADD'L GRANT - OTHER (See reverse for details.)

Check appropriate category and provide supporting documentation.

SIGNATURE - OWNER (or Spouse/Relative of Deceased Owner) TELEPHONE NO. DATE SIGNED

☒ PRINT NAME IN FULL ADDRESS OF RESIDENCE

A - NO GRANT: 2,000.76 B - REG GRANT: 1,430.76 C - ADD'L GRANT: 1,188.76

DUE DATE July 23, 2010	AMOUNT PAID
Trans Date:	Alt Payor:
PAYOR CODE: 001	MORT #:
TENURE CODE: 0100	
OWNER: SEAMONT INVESTMENTS LTD	
CIVIC: 2315 14 MACKINNON RD	
MAILING ADDRESS: 530-1130 W PENDER ST	
VANCOUVER BC	
FOLIO NO: 01 764 08827.214 1 9	

PN 04 Rev. 2010/3/17

It is an offence subject to a penalty of up to \$10,000 to make false application for a Home Owner Grant.

801000020007600001430760000115576000176400000000000862721419

0010379000

96

2010 RURAL PROPERTY TAX NOTICE
DUE DATE: July 23, 2010

COPY

Claim your homeowner grant online at:
www.sbr.gov.bc.ca/RPT/OLS.htm

000641

SEAMONT INVESTMENTS LTD
 530-1130 W PENDER ST
 VANCOUVER BC V6E 4A3



FOLIO NUMBER	01 784 08827 228 1 7
ACCESS CODE	0032
PROPERTY ADDRESS	2316 29 MACKINNON RD
PID	028-059-054
LEGAL DESCRIPTION	
LOT: 28 PL: VRS008 SEC: 17 Pender Island, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE	

	CLASS	LAND VALUE	IMPROVEMENTS	RATE	NO GRANT A	RES GRANT B	ADDTL GRANT C
PROVINCIAL SERVICES							
SCHOOL	01	141,000	172,000	1.7863	582.30	582.30	582.30
LESS: HOME OWNER GRANT					0.00	582.30	582.30
NET SCHOOL					582.30	0.00	0.00
PROVINCIAL RURAL TAX	01	141,000	172,000	.5300	162.78	162.78	162.78
POLICE TAX	01	141,000	172,000	.0570	17.84	17.84	17.84
LOCAL SERVICES							
CAPITAL REG. HOSP	01	141,000	172,000	.2940	82.82	82.82	82.82
BC ASSESS. AUTH.	01	141,000	172,000	.0884	20.78	20.78	20.78
MUNE. FIN. AUTH.	01	141,000	172,000	.0002	0.06	0.06	0.06
AREA 3 CAPITAL RD	01	141,000	172,000	.8013	168.81	168.81	168.81
N PENDER PARKS & REC	01	141,000	172,000	.1357	42.47	42.47	42.47
N PEN TRUST AREA LEVY	01	141,000	172,000	.6373	188.44	188.44	188.44
PENDER FIRE RESPONSE	01	141,000	172,000	.8386	262.48	262.48	262.48
SEAMONT TAX							
N PENDER ISL FIRE					80.46	80.46	80.46
SOI HARBOUR FACILITY					40.82	40.82	40.82
LESS: RESIDUAL HOME OWNER GRANT					0.00	7.70	262.70
TOTAL PAYMENT DUE					1,886.13	1,886.13	763.13

POL 24 Rev 2010/3/17

See reverse for payment options

PAYABLE AT MOST CANADIAN FINANCIAL INSTITUTIONS

Customer Copy

DEFINITION



Ministry of
 Finance

Mailing Address:
 Surveyor of Taxes
 PO Box 9448 Stn Prov Govt
 Victoria BC V8W 9V6

2010 RURAL PROPERTY TAX NOTICE

Return this portion with your payment

2010 HOME OWNER GRANT APPLICATION

I have read and understand the Home Owner Grant Eligibility requirements on the reverse and certify that I qualify for: (please check only one)

☐ REGULAR GRANT

☐ ADDTL GRANT - SENIOR (age 65 or over during the calendar year). My birthday is:

☐ ADDTL GRANT - OTHER (See reverse for criteria.)
 Check appropriate category and provide supporting documentation.)

SIGNATURE - OWNER (or Spouse/Partner or Deceased Owner) TELEPHONE NO. DATE SIGNED

☒ PRINT NAME IN FULL ADDRESS OF RESIDENCE

A - NO GRANT: 1,886.13 B - RES GRANT: 1,036.13 C - ADDET GRANT: 763.13

DUE DATE July 23, 2010	AMOUNT PAID
Trans Date:	AM Payer:
PAYOR CODE: 001	MORT R
TENED CODE: 0000	
OWNER: SEAMONT INVESTMENTS LTD	
CIVIC: 2316 29 MACKINNON RD	
MAILING ADDRESS: 530-1130 W PENDER ST	
VANCOUVER BC	
FOLIO NO: 01 784 08827 228 1 7	

It is an offence subject to a penalty of up to \$10,000 to make false application for a Home Owner Grant.

8010000160813000010381300000763130V0176400000000000862722917

101037=9000

96

2010 RURAL PROPERTY TAX NOTICE
DUE DATE: July 23, 2010

COPY

Claim your homeowner grant online at:
www.sbr.gov.bc.ca/RPT/OLS.htm

000542

SEAMONT CAPITAL LTD
 530-1130 W PENDER ST
 VANCOUVER BC V6E 4A3

FOLIO NUMBER	01 764 08627.232 1 1
ACCESS CODE	0020
PROPERTY ADDRESS	2315 32 MACKINNON RD
PID	025-650-600
LEGAL DESCRIPTION	
LOT: 32 PL: V098008 S10: 17 Berton PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE	

CLASS	LAND VALUE	IMPROVEMENTS	RATE	NO GRANT A	REG GRANT B	ADDF. GRANT C
PROVINCIAL SERVICES						
SCHOOL	01	118,000	171,000	1.7868	\$18.19	\$18.19
LESS: HOME OWNER GRANT				0.00	\$18.19	\$18.19
NET SCHOOL				\$18.19	8.89	6.00
PROVINCIAL RURAL TAX	01	118,000	171,000	.3200	180.28	180.28
POLICE TAX	01	118,000	171,000	.0570	16.47	16.47
LOCAL SERVICES						
CAPITAL REG. HOUS	01	118,000	171,000	.2940	84.87	84.87
BC ASSESS. AUTH.	01	118,000	171,000	.0884	18.19	18.19
MUN. FIN. AUTH.	01	118,000	171,000	.0002	0.08	0.08
AREA 3 CAPITAL RD	01	118,000	171,000	.3013	144.88	144.88
N PENDER PARKS & REC	01	118,000	171,000	.1867	38.22	38.22
N PENDER TRUST AREA LEVY	01	118,000	171,000	.0372	184.15	184.15
PENDER FIRE RESPONSE	01	118,000	171,000	.0388	242.38	242.38
LOCAL SERVICES						
N PENDER ISL. FIRE				80.48	80.48	80.48
SCI HARBOUR FACILITY				40.82	40.82	40.82
LESS: RESIDUAL HOME OWNER GRANT				0.00	80.81	328.81
TOTAL PAYMENT DUE				1,491.84	\$21.34	\$48.84

PD 34 Rev. 2010/3/17

See reverse for payment options

PAYABLE AT MOST CANADIAN FINANCIAL INSTITUTIONS

Customer Copy

DETACH



Ministry of
Finance

Mailing Address:
 Surveyor of Taxes
 PO Box 9448 Stn Prov Govt
 Victoria BC V8W 9V8

2010 RURAL PROPERTY TAX NOTICE

Return this portion with your payment

2010 HOME OWNER GRANT APPLICATION

I have read and understand the Home Owner Grant Eligibility requirements on the reverse and certify that I qualify for: (please check only one)

☐ REGULAR GRANT

☐ ADD'L GRANT - SENIOR (age 65 or over during this calendar year). My birthdate is:

☐ ADD'L GRANT - OTHER (See reverse for criteria.)
 Check appropriate category and provide supporting documentation.)

SIGNATURE - OWNER (or Spouse/Partner of Decedent Owner) TELEPHONE NO. DATE SIGNED

☒ FIRST NAME IN FULL ADDRESS OF RESIDENCE

A - NO GRANT: 1,491.84 B - REG GRANT: \$21.34 C - ADD'L GRANT: \$48.84

DUE DATE July 23, 2010	AMOUNT PAID
Taxes Due:	AMOUNT:
PAYOR CODE: 801	MORTG:
TENED CODE: 0100	
OWNERS: SEAMONT CAPITAL LTD	
CIVIC: 2315 32 MACKINNON RD	
MAILING ADDRESS: 530-1130 W PENDER ST	
VANCOUVER BC	
FOLIO NO: 01 764 08627.232 1 1	

Fig 34 Rev 2010/3/17

It is an offence subject to a penalty of up to \$10,000 to make false application for a Home Owner Grant.

801000014918400000921840000064684000176400000000000862723211

001037-9000

96



October 1, 2014

Seamont Investments Ltd
1770 – 650 West Georgia Street
Vancouver, BC
V6B 4N9

Attn: Peter Censorio

All Canadian Investment Corporation has agreed to extend the existing credit facility, upon and subject to the terms and conditions outlined hereunder.

LENDER: All Canadian Investment Corporation

BORROWER: Seamont Investments Ltd

TYPE OF LOAN: Unregistered Corporate Loan evidenced by a Promissory Note.

SECURITY: Security for the loan shall comprise the following seven properties owned by the Seamont Group of Companies:

1. The property located at Lot 9 - 2315 MacKinnon Road, Pender Island, BC. PID 026-659-450.
2. The property located at Lot 10 - 2315 MacKinnon Road, Pender Island, BC. PID 026-659-468.
3. The property located at Lot 11 - 2315 MacKinnon Road, Pender Island, BC. PID 026-659-476.
4. The property located at Lot 12 - 2315 MacKinnon Road, Pender Island, BC. PID 026-659-484.
5. The property located at Lot 14 - 2315 MacKinnon Road, Pender Island, BC. PID 026-659-506.
6. The property located at Lot 29 - 2315 MacKinnon Road, Pender Island, BC. PID 026-659-654.
7. The property located at Lot 32- 2315 MacKinnon Road, Pender Island, BC. PID 026-659-689.

The Borrower acknowledges and agrees that, as a condition of the loan, the Lender, at its sole discretion, may register a mortgage charge on all or any one of the above properties and the Borrower further agrees to execute and deliver all the required documentation in a form and manner satisfactory to the Lender.

LOAN AMOUNT: \$1,655,500

TERM: On Demand

INTEREST: Interest is to be calculated at the rate of 12.00% per annum and paid quarterly.

This is Exhibit G referred to in the affidavit of
Donald Bergman sworn (or affirmed)
before me on 19/Jan/2018 [dd/mm/yyyy]

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

PAYMENTS: Payments will be due quarterly on December 31, March 31, June 30 and September 30.

PREPAYMENT: Pre-payment in whole or in part shall be accepted without penalty.

OFFER AND ACCEPTANCE

This offer is open for your acceptance until 4:00 pm, October 10, 2014.

Yours truly,


ALL CANADIAN INVESTMENT CORPORATION

Don Bergman
President

Accepted and agreed to by the Borrower and the Guarantors, this 10 day of October, 2014.



Seamount Investments Ltd ("Borrower")

PROMISSORY NOTE

October 1, 2014

\$1,655,500 Cdn

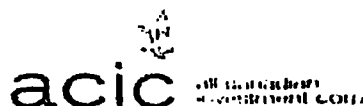
THE UNDERSIGNED hereby promises to repay on demand to or to the order of ALL CANADIAN INVESTMENT CORPORATION (the "company") at 825 Lakeshore Drive, Salmon Arm, BC, V1E 1E4 the principle sum of ONE MILLION SIX HUNDRED & FIFTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$1,655,500 Cdn) together with interest on the balance outstanding from time to time at TWELVE PERCENT (12%) per annum. Interest will be payable quarterly on June 30, 2010, September 30, 2010, December 31, 2010 and March 31, 2011. Payments under this Promissory Note will be applied firstly to accrued interest and secondly to outstanding principal.

THE UNDERSIGNED waives presentment, demand, notice, protest and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

THE UNDERSIGNED agrees and acknowledges that this Promissory Note may be negotiated, assigned, discounted, pledged or hypothecated by the company and in every such case payment will be made to the holder of the Promissory Note instead of the Company upon notice being given by the holder to the undersigned and no holder of any Promissory Note will be affected by the state of accounts between the undersigned and the Company or by any equities between the undersigned and the Company and will be deemed to be a holder in due course and for value of the Promissory Note held by him.

ACCEPTED by Borrower on October 10, 2014


Seanfront Investments Ltd



October 1, 2016

Seamont Investments Ltd
1770 - 650 West Georgia Street
Vancouver, BC
V6B 4N9

Attn: Joe Mendes

All Canadian Investment Corporation has agreed to extend the existing credit facility, upon and subject to the terms and conditions outlined hereunder.

LENDER: All Canadian Investment Corporation

BORROWER: Seamont Investments Ltd

TYPE OF LOAN: Unregistered Corporate Loan evidenced by a Promissory Note.

SECURITY: Security for the loan shall comprise the following seven properties owned by the Seamont Group of Companies:

1. The property located at Lot 9 - 2315 MacKinnon Road, Pender Island, BC, PID 026-659-450.
2. The property located at Lot 10 - 2315 MacKinnon Road, Pender Island, BC, PID 026-659-468.
3. The property located at Lot 11 - 2315 MacKinnon Road, Pender Island, BC, PID 026-659-476.
4. The property located at Lot 12 - 2315 MacKinnon Road, Pender Island, BC, PID 026-659-484.
5. The property located at Lot 14 - 2315 MacKinnon Road, Pender Island, BC, PID 026-659-506.
6. The property located at Lot 32 - 2315 MacKinnon Road, Pender Island, BC, PID 026-659-689.

The Borrower acknowledges and agrees that, as a condition of the loan, the Lender, at its sole discretion, may register a mortgage charge on all or any one of the above properties and the Borrower further agrees to execute and deliver all the required documentation in a form and manner satisfactory to the Lender.

LOAN AMOUNT: \$1,563,874.40

TERM: 2 Years maturing on October 1, 2018

INTEREST: Interest is to be calculated at the rate of 6.00% per annum and paid quarterly.

This is Exhibit H referred to in the affidavit of
Donald Beigman sworn (or affirmed)
before me on 19 Jan 2018 (dd/mm/yyyy)

ZOE STEVENS
A Commissioner for taking Affidavits
within 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

PAYMENTS: Payments will be due quarterly on December 31, March 31, June 30 and September 30.

PREPAYMENT: Pre-payment in whole or in part shall be accepted without penalty.

OFFER AND ACCEPTANCE:

This offer is open for your acceptance until 4:00 pm, October 10, 2016.

Yours truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman
President

Accepted and agreed to by the Borrower and the Guarantors, this 2 day of October, 2016.


Seamount Investments Ltd ("Borrower")

PROMISSORY NOTE

October 1, 2016

\$1,563,874.40 Cdn

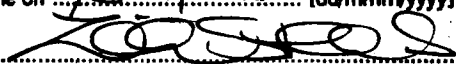
THE UNDERSIGNED hereby promises to repay on October 1, 2018 to or to the order of ALL CANADIAN INVESTMENT CORPORATION (the "company") at Suite 2 - 781 Marine Park Drive, Salmon Arm, BC, V1E 1E4 the principle sum of ONE MILLION FIVE HUNDRED & SIXTY-THREE THOUSAND EIGHT HUNDRED & SEVENTY-FOUR DOLLARS & FOURTY CENTS (\$1,563,874.40 Cdn) together with interest on the balance outstanding from time to time at SIX PERCENT (6%) per annum. Interest will be payable quarterly on December 31, March 31, June 30 and September 30.. Payments under this Promissory Note will be applied firstly to accrued interest and secondly to outstanding principal.

THE UNDERSIGNED waives presentment, demand, notice, protest and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

THE UNDERSIGNED agrees and acknowledges that this Promissory Note may be negotiated, assigned, discounted, pledged or hypothecated by the company and in every such case payment will be made to the holder of the Promissory Note instead of the Company upon notice being given by the holder to the undersigned and no holder of any Promissory Note will be affected by the state of accounts between the undersigned and the Company or by any equities between the undersigned and the Company and will be deemed to be a holder in due course and for value of the Promissory Note held by him.

ACCEPTED by Borrower on October 2, 2016


Seamount Investments Ltd

This is Exhibit I referred to in the affidavit of
Donald Bergman sworn (or affirmed)
 before me on 19 Jan 2018 [dd/mm/yyyy]

 A Commissioner for taking Affidavits
 within 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

Assessment Roll Report

Disclaimer

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©BC Assessment

Report Date:	Jan 15, 2018	Report Time:	04:13:22 PM
Folio:	24371-0033	For:	PI69044
Roll Year:	2018	Roll Number:	08627.209
Area:	01	Jurisdiction:	764
School District:	64		
Neighbourhood:	935 - GULF ISLANDS WF		
Property Address:	#9 2315 MACKINNON RD PENDER ISLAND BC V0N 2M1		
Owner Name:	SEAMONT PROPERTIES LTD	# of Owners:	1
Owner Address:	SUITE 1770 11630-650 GEORGIA ST W VANCOUVER BC V6B 4N9		
<input checked="" type="checkbox"/> Document No:	CA2179810		
PID:	026-659-450		
Legal Description:	Strata Lot 9, Plan VIS5996, Section 17, Cowichan Land District, Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE		

2018 Value

Property Class	Land	Improvement
Residential	\$184000	\$61200

Total Actual Value: \$245200

2017 Value

Property Class	Land	Improvement
Residential	\$170000	\$61200

Total Actual Value: \$231200

2016 Value

Property Class	Land	Improvement
----------------	------	-------------

Residential \$160000 \$58600

Total Actual Value: \$218600

Manual Class: D765 - Strata Hotel

Actual Use: 233 - Individual Strata Lot (Hotel/Motel)

Tenure: 01 - Crown-Granted

ALR:

Land Dimension: Land Dimension Type:

Sales:	Number	Description
	#1	A NON-SALE occurred on 07 Sep 2011. The document # was CA2179810.
	#2	A SINGLE PROPERTY, IMPROVED SALE occurred on 31 Mar 2010. This was a CASH sale and the price was 222,222. The document # was CA1508814.
	#3	A NON-SALE occurred on 25 Apr 2006. The document # was FA48213.

Additional Owners:

Associated PIDs:

No Additional Owners

Assessment Roll Report

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Report Date:	Jan 15, 2018	Report Time:	04:15:17 PM
Folio:	24371-0033	For:	PI69044
Roll Year:	2018	Roll Number:	08627.210
Area:	01	Jurisdiction:	764
School District:	64		
Neighbourhood:	935 - GULF ISLANDS WF		
Property Address:	#10 2315 MACKINNON RD PENDER ISLAND BC V0N 2M1		
Owner Name:	ALEXANDER DONALD MILLIKEN/PATRICIA JANE MILLIKEN		# of Owners: 7
Owner Address:	C/O PETERSON RESIDENTIAL PROPERTY MANAGEMENT 1701-1166 ALBERNI ST VANCOUVER BC V6E 3Z3		
<input checked="" type="checkbox"/> Document No:	FB512629		
PID:	026-659-468		
Legal Description:	Strata Lot 10, Plan VIS5996, Section 17, Cowichan Land District, Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE		

2018 Value

Property Class	Land	Improvement
Residential	\$181000	\$71300

Total Actual Value: \$252300

2017 Value

Property Class	Land	Improvement
Residential	\$181000	\$71300

Total Actual Value: \$252300

2016 Value

Property Class	Land	Improvement
Residential	\$153000	\$68300

Total Actual Value: \$221300

Manual Class: D765 - Strata Hotel

Actual Use: 233 - Individual Strata Lot (Hotel/Motel)

Tenure: 01 - Crown-Granted

ALR:

Land Dimension: Land Dimension Type:

Sales:	Number	Description
	#1	A NON-SALE occurred on 28 Apr 2017. The document # was FB512629.
	#2	A SINGLE PROPERTY, IMPROVED SALE occurred on 18 Apr 2017. This was a CASH sale and the price was 65,714. The document # was CA5937145.
	#3	A SINGLE PROPERTY, IMPROVED SALE occurred on 31 Mar 2017. This was a CASH sale and the price was 65,714. The document # was CA5907869.
	#4	A NON-SALE occurred on 27 Sep 2016. The document # was FB504501.
	#5	A SINGLE PROPERTY, IMPROVED SALE occurred on 16 Sep 2016. This was a CASH sale and the price was 67,500. The document # was CA5510742.
	#6	A NON-SALE occurred on 07 Sep 2011. The document # was CA2179812.

Additional Owners:**Associated PIDs:**

JOHN DAVID LIIRA/MARGARET JOAN LIIRA

6314 RODOLPH RD VICTORIA BC V8Z 5V8

SWATCO910 DEVELOPMENTS INC

607-1288 MARINASIDE CRES VANCOUVER BC V6Z

2W5

KIREN SCHICK BERGMAN

6661 BRADNER RD ABBOTSFORD BC V4X 2C6

CATHARINA WENDY FLORIS

5-32638 DOWNES RD ABBOTSFORD BC V4X 0A1

Assessment Roll Report

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Report Date:	Jan 15, 2018	Report Time:	04:18:27 PM
Folio:	24371-0033	For:	PI69044
Roll Year:	2018	Roll Number:	08627.211
Area:	01	Jurisdiction:	764
School District:	64		
Neighbourhood:	935 - GULF ISLANDS WF		
Property Address:	#11 2315 MACKINNON RD PENDER ISLAND BC V0N 2M1		
Owner Name:	NEUFELD EXCAVATING LTD	# of Owners:	1
Owner Address:	PO BOX 21 STN MOUNT LEHMAN ABBOTSFORD BC V4X 2P7		
<input checked="" type="checkbox"/> Document No:	CA6153366		
PID:	026-659-476		
Legal Description:	Strata Lot 11, Plan VIS5996, Section 17, Cowichan Land District, Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE		

2018 Value

Property Class	Land	Improvement
Residential	\$183000	\$60900

Total Actual Value: \$243900

2017 Value

Property Class	Land	Improvement
Residential	\$169000	\$60900

Total Actual Value: \$229900

2016 Value

Property Class	Land	Improvement
Residential	\$109000	\$58300

Total Actual Value: \$167300

Manual Class: D765 - Strata Hotel

Actual Use: 233 - Individual Strata Lot (Hotel/Motel)

Tenure: 01 - Crown-Granted

ALR:

Land Dimension: Land Dimension Type:

Sales:	Number	Description
	#1	A SINGLE PROPERTY, IMPROVED SALE occurred on 18 Jul 2017. This was a CASH sale and the price was 280,000. The document # was CA6153366.
	#2	A NON-SALE occurred on 07 Sep 2011. The document # was CA2179829.
	#3	A SINGLE PROPERTY, IMPROVED SALE occurred on 31 Mar 2010. This was a CASH sale and the price was 222,222. The document # was CA1508816.
	#4	A NON-SALE occurred on 25 Apr 2006. The document # was FA48215.

Additional Owners:

Associated PIDs:

No Additional Owners

Assessment Roll Report

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Report Date:	Jan 15, 2018	Report Time:	04:19:15 PM
Folio:	24371-0033	For:	PI69044
Roll Year:	2018	Roll Number:	08627.212
Area:	01	Jurisdiction:	764
School District:	64		
Neighbourhood:	935 - GULF ISLANDS WF		
Property Address:	#12 2315 MACKINNON RD PENDER ISLAND BC V0N 2M1		
Owner Name:	SEAMONT DEVELOPMENT LTD	# of Owners:	1
Owner Address:	SUITE 1770 11630-650 GEORGIA ST W VANCOUVER BC V6B 4N9		
<input type="checkbox"/> Document No:	D0000EUS7L		
PID:	026-659-484		
Legal Description:	Strata Lot 12, Plan VIS5996, Section 17, Cowichan Land District, Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE		

2018 Value

Property Class	Land	Improvement
Residential	\$87700	\$61000

Total Actual Value: \$148700

2017 Value

Property Class	Land	Improvement
Residential	\$87700	\$61000

Total Actual Value: \$148700

2016 Value

Property Class	Land	Improvement
----------------	------	-------------

Residential \$74500 \$58400

Total Actual Value: \$132900

Manual Class: D765 - Strata Hotel

Actual Use: 233 - Individual Strata Lot (Hotel/Motel)

Tenure: 01 - Crown-Granted

ALR:

Land Dimension: Land Dimension Type:

Sales:	Number	Description
	#1	A NON-SALE occurred on 07 Sep 2011. The document # was CA2179814.
	#2	A SINGLE PROPERTY, IMPROVED SALE occurred on 31 Mar 2010. This was a CASH sale and the price was 222,222. The document # was CA1508817.
	#3	A NON-SALE occurred on 25 Apr 2006. The document # was FA48216.

Additional Owners:

Associated PIDs:

No Additional Owners

Assessment Roll Report

Disclaimer

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CBC Assessment

Report Date:	Jan 15, 2018	Report Time:	04:19:32 PM
Folio:	24371-0033	For:	PI69044
Roll Year:	2018	Roll Number:	08627.214
Area:	01	Jurisdiction:	764
School District:	64		
Neighbourhood:	935 - GULF ISLANDS WF		
Property Address:	#14 2315 MACKINNON RD PENDER ISLAND BC V0N 2M1		
Owner Name:	SEAMONT ENTERPRISES LTD/SEAMONT INVESTMENTS LTD		
	# of Owners:	4	
Owner Address:	SUITE 1770 11630-650 GEORGIA ST W VANCOUVER BC V6B 4N9		
<input type="checkbox"/> Document No:	D0000EUS7V		
PID:	026-659-506		
Legal Description:	Strata Lot 14, Plan VIS5996, Section 17, Cowichan Land District, Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V		

2018 Value

Property Class	Land	Improvement
Residential	\$84700	\$70500

Total Actual Value: \$155200

2017 Value

Property Class	Land	Improvement
Residential	\$84700	\$70500

Total Actual Value: \$155200

2016 Value

Property Class	Land	Improvement
----------------	------	-------------

Residential \$60200 \$67500

Total Actual Value: \$127700

Manual Class: D765 - Strata Hotel

Actual Use: 233 - Individual Strata Lot (Hotel/Motel)

Tenure: 01 - Crown-Granted

ALR:

Land Dimension: Land Dimension Type:

Sales:	Number	Description
	#1	A NON-SALE occurred on 07 Sep 2011. The document # was CA2179827.
	#2	A NON-SALE occurred on 07 Sep 2011. The document # was CA2179813.
	#3	A SINGLE PROPERTY, IMPROVED SALE occurred on 05 Aug 2010. This was a CASH sale and the price was 100,000. The document # was CA1684362.
	#4	A SINGLE PROPERTY, IMPROVED SALE occurred on 31 Mar 2010. This was a CASH sale and the price was 111,111. The document # was CA1508819.
	#5	A NON-SALE occurred on 27 Feb 2009. The document # was BB756974.
	#6	A SINGLE PROPERTY, IMPROVED SALE occurred on 03 Aug 2006. This was a CASH sale and the price was 126,900. The document # was FA95443.

Additional Owners:

Associated PIDs:

MARGARET ERNESTINE WOOD/ERNEST DONALD
WOOD
5828 142 ST SURREY BC V3X 1C8

Assessment Roll Report

Disclaimer

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Report Date:	Jan 15, 2018	Report Time:	04:20:06 PM
Folio:	24371-0033	For:	PI69044
Roll Year:	2018	Roll Number:	08627.229
Area:	01	Jurisdiction:	764
School District:	64		
Neighbourhood:	935 - GULF ISLANDS WF		
Property Address:	#29 2315 MACKINNON RD PENDER ISLAND BC V0N 2M1		
Owner Name:	FRANCES LOUISE SASVARI	# of Owners:	6
Owner Address:	2515 MAYNARD ST VICTORIA BC V8N 1J8		
<input type="checkbox"/> Document No:	CA5944258		
PID:	026-659-654		
Legal Description:	Strata Lot 29, Plan VIS5996, Section 17, Cowichan Land District, Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V		

2018 Value

Property Class	Land	Improvement
Residential	\$26400	\$71700

Total Actual Value: \$98100

2017 Value

Property Class	Land	Improvement
Residential	\$26400	\$71700

Total Actual Value: \$98100

2016 Value

Property Class	Land	Improvement
Residential	\$38600	\$68600

Total Actual Value: \$107200

Manual Class: D765 - Strata Hotel
 Actual Use: 233 - Individual Strata Lot (Hotel/Motel)
 Tenure: 01 - Crown-Granted
 ALR:
 Land Dimension: Land Dimension Type:

Sales:	Number	Description
	#1	A SINGLE PROPERTY, IMPROVED SALE occurred on 21 Apr 2017. This was a CASH sale and the price was 27,500. The document # was CA5944258.
	#2	A SINGLE PROPERTY, IMPROVED SALE occurred on 01 Jun 2015. This was a CASH sale and the price was 28,900. The document # was CA4433209.
	#3	A NON-SALE occurred on 07 Sep 2011. The document # was CA2179828.
	#4	A SINGLE PROPERTY, IMPROVED SALE occurred on 31 Mar 2010. This was a CASH sale and the price was 55,555. The document # was CA1508820.
	#5	A NON-SALE occurred on 27 Feb 2009. The document # was BB756975.
	#6	A SINGLE PROPERTY, IMPROVED SALE occurred on 16 Aug 2006. This was a CASH sale and the price was 84,900. The document # was FA99751.

Additional Owners:

Associated PIDs:

CHRISTOPHER JOHN ORR
 7324 11 ST SW CALGARY AB T2V 1N1
 ANDREA DIANE LE BEL
 C/O FIRSTSERVICE RESIDENTIAL BC LTD 700-200
 GRANVILLE ST VANCOUVER BC V6C 1S4
 MAGDOLNA THERESA SASVARI
 402-1860 ROBSON ST VANCOUVER BC V6G 3C1
 EDWARD KENT POWER
 10021 91ST AVE EDMONTON AB T6E 2E9
 ART WATSON
 532 GATACRE ST LADYSMITH BC V9G 1B3

Assessment Roll Report

Disclaimer

This information is obtained from various sources and is determined as of the specific dates set out in the Assessment Act. As a result, BC Assessment cannot warrant that it is current or accurate, and provides it for your convenience only. Use of this information without verification from original sources is at your own risk.

©BC Assessment

Report Date:	Jan 15, 2018	Report Time:	04:20:27 PM
Folio:	24371-0033	For:	PI69044
Roll Year:	2018	Roll Number:	08627.232
Area:	01	Jurisdiction:	764
School District:	64		
Neighbourhood:	935 - GULF ISLANDS WF		
Property Address:	#32 2315 MACKINNON RD PENDER ISLAND BC V0N 2M1		
Owner Name:	SEAMONT CAPITAL LTD	# of Owners:	1
Owner Address:	SUITE 1770 11630-650 GEORGIA ST W VANCOUVER BC V6B 4N9		
<input type="checkbox"/> Document No:	CA2179815		
PID:	026-659-689		
Legal Description:	Strata Lot 32, Plan VIS5996, Section 17, Cowichan Land District, Portion PENDER ISLAND, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE		

2018 Value

Property Class	Land	Improvement
Residential	\$85600	\$71200

Total Actual Value: \$156800

2017 Value

Property Class	Land	Improvement
Residential	\$85600	\$71200

Total Actual Value: \$156800

2016 Value

Property Class	Land	Improvement
----------------	------	-------------

Residential \$60800 \$68200 Total Actual Value: \$129000

Manual Class: D765 - Strata Hotel

Actual Use: 233 - Individual Strata Lot (Hotel/Motel)

Tenure: 01 - Crown-Granted

ALR:

Land Dimension: Land Dimension Type:

Sales:	Number	Description
	#1	A NON-SALE occurred on 07 Sep 2011. The document # was CA2179815.
	#2	A SINGLE PROPERTY, IMPROVED SALE occurred on 31 Mar 2010. This was a CASH sale and the price was 222,222. The document # was CA1508821.
	#3	A NON-SALE occurred on 25 Apr 2006. The document # was FA48236.

Additional Owners:

Associated PIDs:

No Additional Owners

Become a Dockside Realty VIP for free and get the latest info on your dream properties now:

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2315 Mackinnon Rd

GI Pender Island | MLS #379261

~~\$~~\$2,000

[REQUEST DETAILS](#)

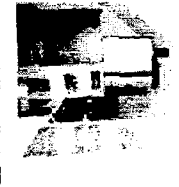
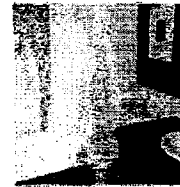
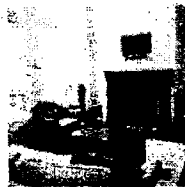
2

1

750



(http://www.propertyonpender.com/property/379261/files/379261-1.jpg?itok=skBCx2xS) (http://www.propertyonpender.com/property/379261/files/379261-2.jpg?itok=l0a2mF_P) (http://www.propertyonpender.com/property/379261/files/379261-3.jpg?itok=reS2_Rtz) (http://www.propertyonpender.com/property/379261/files/379261-4.jpg?itok=7MmzVkZb) (http://www.propertyonpender.com/property/379261/files/379261-5.jpg?itok=hFeHWvif)



(http://www.propertyonpender.com/property/379261/files/379261-6.jpg?itok=MKxrkyYM) (http://www.propertyonpender.com/property/379261/files/379261-7.jpg?itok=0cXupoti) (http://www.propertyonpender.com/property/379261/files/379261-8.jpg?itok=QsaoBvUX) (http://www.propertyonpender.com/property/379261/files/379261-9.jpg?itok=pldJk4EU) (http://www.propertyonpender.com/property/379261/files/379261-10.jpg?itok=i66MSGbx)



(http://www.propertyonpender.com/property/379261/files/379261-11.jpg?itok=nlxoz7Lj) (http://www.propertyonpender.com/property/379261/files/379261-12.jpg?itok=rZu_iSQy) (http://www.propertyonpender.com/property/379261/files/379261-13.jpg?itok=GJYpAxcW)

This is Exhibit 5 referred to in the affidavit of
Donald Bergman sworn (or affirmed)
 before me on 19/Jan/2018 [dd/mm/yyyy]

A Commissioner for taking Affidavits
 within British Columbia
ZOE STEVENS

A Notary Public in and for
 The Province of British Columbia
 #3 - 120 Harbourfront Drive N
 Salmon Arm, BC V1E 2T3 12/01/2018

<http://www.propertyonpender.com/property/379261>

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2315 Mackinnon Rd

GI Pender Island | MLS #383552

[REQUEST DETAILS](#)

~~\$3~~6,000

2

1

750sqft



(http://www.propertyonpender.com/sites/default/files/styles/mis_gallery_upscale_to_640/public/d1514880241-1.jpg?itok=_FDFmEIS) (http://www.propertyonpender.com/sites/default/files/styles/mis_gallery_upscale_to_640/public/d1514880241-2.jpg?itok=LNZjWSAA) (http://www.propertyonpender.com/sites/default/files/styles/mis_gallery_upscale_to_640/public/d1514880241-3.jpg?itok=R1ldVZU) (http://www.propertyonpender.com/sites/default/files/styles/mis_gallery_upscale_to_640/public/d1514880241-4.jpg?itok=XG2bHtIW) (http://www.propertyonpender.com/sites/default/files/styles/mis_gallery_upscale_to_640/public/d1514880241-5.jpg?itok=jOyEnrG8)



(http://www.propertyonpender.com/sites/default/files/styles/mis_gallery_upscale_to_640/public/d1514880241-6.jpg?itok=tXt8IZuy)

This cottage has a master on the main floor and a full bath. Large loft with views of the marina. Close to the ferry you can walk on and 5 minutes your at your cottage. One week per month and two weeks in the summer. Golf course within walking distance. This cottage is close to the marina end of the resort with views. Bring you family the cottage sleeps 6. All the amenities and property tax is part of the monthly strata fees. Full cottage at a fraction of the price.

- Title: Fractional Ownership
- Status: Current

Finished Sqft: 750sqft
Unfinished: 0 sqft

RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT is made the 13th day of December, 2017 (the "Agreement")

BETWEEN: JOE MENDES, businessman, of 1770 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4N9
("Mendes")

AND: SEAMONT INVESTMENTS LTD., of 1770 – 650 West Georgia Street, Vancouver, British Columbia, V6B 4N9
("Seamont")

AND: ALL CANADIAN INVESTMENT CORPORATION, of Suite 2 – 781 Marine Park Drive, Salmon Arm, British Columbia, V1E 2W7
("ACIC")

AND: DON BERGMAN, Businessman, of Suite 2 – 781 Marine Park Drive, Salmon Arm, British Columbia, V1E 2W7
("Bergman")

WHEREAS:

- A. ACIC is a mortgage investment corporation;
- B. Bergman is the president of ACIC;
- C. On or about March 28, 2010 Mendes borrowed from ACIC the sum of \$100,000, which was subsequently evidenced by a Promissory Note dated March 1, 2011, a copy of which is annexed hereto and marked Schedule A to this Agreement (the "Mendes Loan");
- D. On or about March 24, 2010 Seamont borrowed from ACIC the sum of \$1,655,500, which was subsequently evidenced by a Promissory Note dated October 1, 2016, a copy of which is annexed hereto and marked Schedule B to this Agreement (the "Seamont Loan" and, together with the Mendes Loan, the "Loans");
- E. From time to time Mendes and Seamont have made payments on account of the Mendes Loan and the Seamont Loan;
- F. The parties have now agreed and settled the Loans as follows:
 - a. Seamont shall pay ACIC the sum of \$425,000 by certified cheque or bank draft (the "Seamont Amount") in full settlement of the Seamont Loan;
 - b. Mendes shall pay ACIC the sum of \$75,000 by certified cheque or bank draft (the "Mendes Amount") in full settlement of the Mendes Loan;
 - c. The Seamont Amount and the Mendes Amount shall be paid no later than December 21, 2017.

This is Exhibit K referred to in the affidavit of
Donald Bergman sworn (or affirmed)
before me on 19/Jan/2018 (dd/mm/yyyy)
[Signature]
A Commissioner for taking Affidavits
within 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

FOR AND IN CONSIDERATION OF the payment by or on behalf of Seamont to ACIC of the Seamont Amount and by or on behalf of Mendes to ACIC of the Mendes Amount, and in consideration of the premises, the mutual covenants and the agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. ACIC and Bergman hereby release, remise and fully irrevocably and unconditionally release, remise and forever discharge Mendes and Seamont and their respective affiliates, directors, officers, shareholders, employees, trustees, beneficiaries and agents from and against any and all currently existing liabilities, actions, causes of action, claims, proceedings, suits, demands, debts, duties, damages, interests, costs, expenses and compensation of whatever nature or kind however arising whether known or unknown, which ACIC or Bergman may now have against Mendes or Seamont concerning or in relation to the Loans; and in particular in respect of the Promissory Notes attached hereto as Schedules A and B to this Agreement.
2. In the event that any other corporation affiliated with Bergman or ACIC makes any claim in respect of the Mendes Loan or the Seamont Loan hereafter, ACIC and Bergman agree jointly and severally to indemnify Seamont and Mendes from and against any such claim.
3. This Agreement may be executed by the parties in one or more counterparts and transmitted by facsimile or electronic means and, if so executed and transmitted, then this Agreement shall be effective as if the parties had delivered one single executed Agreement.


IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by JOE MENDES in the presence of:)

Witness Signature)
ANDREW G. SANDILANDS)
Barrister & Solicitor)
Address 100-1095 West Pender Street)
Vancouver, B.C. V6E 2M6)
604-669-5500)


JOE MENDES

SEAMONT INVESTMENTS LTD.

Per: 
Authorized Signatory

SIGNED, SEALED AND DELIVERED)
by DON BERGMAN in the presence of:)

Witness Signature)

Address **LESLIE A. TUCKER**)
BARRISTER & SOLICITOR)
19TH FLR. 845 W. GEORGIA ST.)
VANCOUVER, B.C. V6C 3H4)


DON BERGMAN

ALL CANADIAN INVESTMENT CORPORATION

Per: 

Authorized Signatory

SCHEDULE A

PROMISSORY NOTE

March 1, 2011

\$100,000 Cdn

THE UNDERSIGNED hereby promises to repay on or before March 31, 2012 to or to the order of ALL CANADIAN INVESTMENT CORPORATION (the "company") at 825 Lakeshore Drive, Salmon Arm, BC, V1E 1E4 the principle sum of ONE HUNDRED THOUSAND (\$100,000 Cdn) together with interest on the balance outstanding from time to time at TWELVE PERCENT (12%) per annum. Interest will be payable quarterly on Mar 31, Jun 30, Sept 30 and Dec 31. Payments under this Promissory Note will be applied firstly to accrued interest and secondly to outstanding principal.

THE UNDERSIGNED waives presentment, demand, notice, protest and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

THE UNDERSIGNED agrees and acknowledges that this Promissory Note may be negotiated, assigned, discounted, pledged or hypothecated by the company and in every such case payment will be made to the holder of the Promissory Note instead of the Company upon notice being given by the holder to the undersigned and no holder of any Promissory Note will be affected by the state of accounts between the undersigned and the Company or by any equities between the undersigned and the Company and will be deemed to be a holder in due course and for value of the Promissory Note held by him.

ACCEPTED by Borrower on March 17, 2011
Joe Mendes

SCHEDULE B

PROMISSORY NOTE

October 1, 2016

\$1,563,874.40 Cdn

THE UNDERSIGNED hereby promises to repay on October 1, 2018 to or to the order of ALL CANADIAN INVESTMENT CORPORATION (the "company") at Suite 2 - 781 Marine Park Drive, Salmon Arm, BC, V1E 1E4 the principle sum of ONE MILLION FIVE HUNDRED & SIXTY-THREE THOUSAND EIGHT HUNDRED & SEVENTY-FOUR DOLLARS & FOURTY CENTS (\$1,563,874.40 Cdn) together with interest on the balance outstanding from time to time at SIX PERCENT (6%) per annum. Interest will be payable quarterly on December 31, March 31, June 30 and September 30. Payments under this Promissory Note will be applied firstly to accrued interest and secondly to outstanding principal.

THE UNDERSIGNED waives presentment, demand, notice, protest and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

THE UNDERSIGNED agrees and acknowledges that this Promissory Note may be negotiated, assigned, discounted, pledged or hypothecated by the company and in every such case payment will be made to the holder of the Promissory Note instead of the Company upon notice being given by the holder to the undersigned and no holder of any Promissory Note will be affected by the state of accounts between the undersigned and the Company or by any equities between the undersigned and the Company and will be deemed to be a holder in due course and for value of the Promissory Note held by him.

ACCEPTED by Borrower on October 2, 2016


Seamon Investments Ltd

Loan Statement

Seamont - Otter Bay

Rate: 6%

DATE	ADVANCES REPAYMENT	PRINCIPAL PRINCIPAL	PRINCIPAL & INTEREST	INTEREST INTEREST	INTEREST PAYMENT	INTEREST OWING
24-Mar-10		1,655,500.00	1,655,500.00			
30-Jun-10		1,655,500.00	1,655,500.00	53,338.85	53,338.85	0.00
30-Sep-10		1,655,500.00	1,655,500.00	50,073.21	50,073.21	0.00
31-Dec-10		1,655,500.00	1,655,500.00	50,073.21	50,073.21	0.00
31-Mar-11		1,655,500.00	1,655,500.00	48,984.66	48,984.66	0.00
30-Jun-11		1,655,500.00	1,655,100.00	49,528.93	49,928.93	-400.00
30-Sep-11		1,655,500.00	1,655,500.00	50,073.21	49,673.21	0.00
31-Dec-11		1,655,500.00	1,655,500.00	50,073.21	50,073.20	0.00
31-Mar-12		1,655,500.00	1,655,500.00	49,393.61	49,393.61	0.00
30-Jun-12		1,655,500.00	1,655,500.00	49,393.61	49,393.61	0.00
30-Sep-12		1,655,500.00	1,655,500.00	49,936.39	49,936.39	0.00
31-Dec-12		1,655,500.00	1,655,500.00	49,936.39	49,936.39	0.00
31-Mar-13		1,655,500.00	1,655,500.00	48,984.66	48,984.66	0.00
30-Jun-13		1,655,500.00	1,655,500.00	49,528.93	49,528.93	0.00
30-Sep-13		1,655,500.00	1,655,500.00	50,073.21	50,073.21	0.00
31-Dec-13		1,655,500.00	1,655,500.00	50,073.21	50,073.21	0.00
31-Mar-14		1,655,500.00	1,655,500.00	48,984.66	48,984.66	0.00
30-Jun-14		1,655,500.00	1,655,500.00	49,528.93	49,528.93	0.00
30-Sep-14		1,655,500.00	1,655,500.00	50,073.21	50,073.21	0.00
31-Dec-14		1,655,500.00	1,655,500.00	50,073.21	50,073.21	0.00
31-Mar-15		1,655,500.00	1,655,500.00	48,984.66	48,984.66	0.00
05-Jun-15 Repayment	25,165.50	1,630,334.50	1,666,256.58	35,922.08		35,922.08
30-Jun-15		1,630,334.50	1,630,334.50	13,400.01	49,322.09	0.00
30-Sep-15		1,630,334.50	1,630,334.50	49,312.04	49,312.04	0.00
31-Dec-15		1,630,334.50	1,630,334.50	49,312.04	49,312.04	0.00
31-Mar-16		1,630,334.50	1,630,334.50	48,642.77	48,642.77	0.00
30-Jun-16		1,630,334.50	1,630,334.50	48,642.77	48,642.77	0.00
29-Sep-16 Repayment	66,460.10	1,563,874.40	1,612,517.17	48,642.77		48,642.77
30-Sep-16		1,563,874.40	1,563,874.40	512.75	49,155.52	0.00
31-Dec-16		1,563,874.40	1,563,874.40	23,586.30	23,586.30	0.00
31-Mar-17		1,563,874.40	1,563,874.40	23,073.56	23,073.56	0.00
09-May-17	64,909.90	1,498,964.50	1,508,990.43	10,025.93		10,025.93
30-Jun-17		1,498,964.50	1,498,964.50	12,813.07	22,839.00	0.00
24-Jul-17	64,304.60	1,434,659.90	1,448,573.62	5,913.72		5,913.72
30-Sep-17		1,434,659.90	1,456,610.37	16,036.75		21,950.47
15-Dec-17		1,434,659.90	1,474,533.79	17,923.42		39,873.89

1,360,996.04

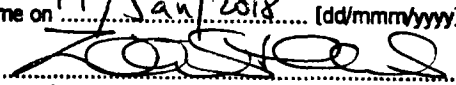
This is Exhibit L referred to in the affidavit of
Donald Bergman sworn (or affirmed)
 before me on 19 Jan 2018 (dd/mm/yyyy)
[Signature]
 A Commissioner for taking Affidavits
 within British Columbia

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

Mendes P-Note

Loan Amount \$75,000
 Rate: 6.00%
 Per Diem: 12.3288

<u>DATE</u>	<u>ADVANCES</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>INTEREST</u>	<u>INTEREST</u>
	<u>REPAYMENTS</u>	<u>PRINCIPAL</u>	<u>& INTEREST</u>	<u>INTEREST</u>	<u>OWING</u>
30-Sep-16		100,000.00	100,000.00		
31-Dec-16	25,000.00	75,000.00	87,002.00	12,002.00	12,002.00
31-Mar-17		75,000.00	88,111.59	1,109.59	13,111.59
30-Jun-17		75,000.00	89,233.51	1,121.92	14,233.51
30-Sep-17		75,000.00	90,367.75	1,134.25	15,367.75
15-Dec-17		75,000.00	91,304.74	936.99	16,304.74

This is Exhibit M referred to in the affidavit of
Donald Bergman sworn (or affirmed)
 before me on 19 Jan 2018 [dd/mm/yyyy]

 A Commissioner for taking Affidavits
 within 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



November 16, 2011

Seamont Investments Ltd
1770 - 650 West Georgia St
PO Box 11630
Vancouver, BC
V6B 4N9

This is Exhibit N referred to in the affidavit of
Donald Bergman sworn (or affirmed)
before me on 19/Jan/2012 [dd/mm/yyyy]
[Signature]
A Commissioner for taking Affidavits
within British Columbia

Dear Sirs:

**Re: First Mortgage Financing on the property
located at 6921 Grant Road, Sooke, BC.**

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

We are pleased to advise that All Canadian Investment Corporation (the "Lender") has approved the following credit facility, upon and subject to the terms and conditions outlined hereunder.

1. BORROWER

Seamont Investments Ltd. (the "Borrower")

2. LANDS

6921 Grant Road, Sooke, BC
PID 002-408-333
Lot 3, Section 3, Sooke District, Plan 2031 Except that Part in Plan 17849
(the "Lands")

3. LOAN

- (a) Amount - a \$1,900,000 non revolving term loan (the "Loan") will be established in favour of the Borrower.
- (b) Purpose - the Loan will be made available to the Borrower to purchase the Lands located thereon on terms and conditions satisfactory to the Lender and for no other purpose without the prior written consent of the Lender.

4. FUNDING OF THE LOAN

The first funding in the amount of \$1,700,000 shall occur upon the preparation and registration of all the required security documentation but no later than

November 30, 2011 and the second funding of \$200,000 shall be advanced at the sole discretion of the Lender..

5. **TERM**

The outstanding principal amount of the Loan together with all accrued and unpaid interest and all other amounts outstanding hereunder shall become due and payable in full on November 30, 2013 unless sooner determined by the Lender due to the occurrence of an event of default.

6. **INTEREST**

Interest is to be calculated and payable quarterly (on December 31, March 31, June 30 and September 30 of each and every year) at the rate of 8.00% simple interest with an additional rate of 4.00% simple interest to be accrued for a total rate of 12% from the initial date of advance until the Loan and all other amounts outstanding hereunder are repaid in full.

All overdue and unpaid interest and all fees, costs, and other amounts payable by the Borrower hereunder or under the Security will be added to principal and will bear interest at the above noted interest rate until paid in full.

7. **AMORTIZATION**

None - Interest only

8. **PAYMENTS**

The Borrower will make all payments due hereunder, when due to the Lender at 825 Lakeshore Drive, S.W., Salmon Arm, British Columbia, or at such address as the Lender may advise the Borrower in writing from time to time.

The Lender is hereby authorized to open and maintain books of account and other books and records evidencing all advances under the Loan, interest accruing thereon, fees, charges, and other amounts from time to time charged to the Borrower hereunder; and amounts from time to time owing, paid, or repaid by the Borrower under this commitment letter. All such books, accounts, and records will constitute prima facie evidence of the amount owing by the Borrower to the Lender; but the failure to make any entry or recording in such books, accounts, and records will not limit or otherwise affect the obligations of the Borrower under this commitment letter.

9. **PREPAYMENT**

Three months minimum interest is payable by the Borrower to the Lender notwithstanding that the Borrower may repay any or all of the Loan.

Should repayment in whole or in part be received after three months from the date of the advance and before the maturity of the term and payments are current, prepayment shall be accepted without penalty. Funds must be received by 1:00pm P.S.T. or interest will be added to the next working day (defined as Monday to Friday inclusive, except statutory holidays).

10. SECURITY

As security for payment, observance and performance of the Borrower's obligations hereunder, the Borrower agrees to execute and deliver (and cause the Guarantor to execute and deliver), inter alia, the following documents (collectively, the "Security") in a form and manner satisfactory to the Lender and the Lender's solicitors:

By the Borrower

- (a) \$1,900,000 mortgage to be registered in the applicable land title office as a first mortgage charge over the Borrower's interest in the Lands;
- (b) assignment of rents;
- (c) environmental indemnity agreement in respect of the Lands;
- (d) a general security agreement to be registered in the Personal Property Registry of British Columbia as a first charge against all of the present and after acquired personal property of the Borrower;

Other

- (e) assignment/endorsements by the Borrower to the Lender of all risk insurance (including extended coverage endorsement) in amounts and from an insurer acceptable to the Lender, on all of the Borrower's real and personal property including, without limitation, lands, buildings, equipment and inventory owned by the Borrower, showing the Lender as first loss payee by way of standard mortgage endorsement, such policy to include business interruption, lost profit and public liability insurance;
- (f) all supporting certificates and opinions as the Lender may reasonably require; and such other documents as the Lender may reasonably request in order to register or otherwise perfect the documents listed above.

11. CONDITIONS PRECEDENT

The Loan shall be disbursed in accordance with the conditions precedent set out below. The obligations of the Lender to disburse the Loan is subject to the prior

performance and satisfaction of the applicable conditions precedent which are for the benefit of the Lender and may be waived, in whole or in part, by the Lender, prior to the advance.

- (a) The Lender shall have received a report from its legal counsel acceptable to the Lender, as to the form, content and legal sufficiency of the Loan documentation, as to the title to the property securing the Loan and as to the priority and enforceability of the Security.
- (b) The Borrower shall provide satisfactory evidence to the Lender that the real estate taxes on the property securing this Loan have been paid in full.
- (c) The solicitor for the Borrower shall satisfy the solicitor for the Lender that the borrowing corporation is qualified and has all the powers necessary to enter into this mortgage.
- (d) The execution and delivery of any of the Security contemplated herein shall in no way merge or extinguish this commitment letter or the terms and conditions hereof, all of which shall continue in full force and effect, provided however, that in case of any inconsistency or conflict between a provision hereof and a provision of any of the Security, the applicable provision of such security documents shall prevail.
- (e) No other financing shall be registered against the title without prior written consent of the Lender.

In the event that all Conditions Precedent are not fulfilled to the complete satisfaction of the Lender before the completion date, the Lender, at its sole discretion, reserves the right to cancel its commitment at which time the lender shall not be obligated to disburse any funds.

12. COSTS

All costs which may be incurred in the creation of the Loan, including, but not limited to, survey, credit reports, Lender's legal counsel's fees and disbursements, and preparation of discharges, shall be paid by the Borrower. The Borrower shall also be required to pay such costs and expenses in the event that the Loan fails to close because of the default of the Borrower or because of the failure of a condition of Closing.

13. GENERAL TERMS

- (a) All terms and conditions set out in the application for the Loan, supporting documents and usual security shall be deemed to be incorporated in and form part of this commitment letter.
- (b) It is understood, however, that neither the preparation nor the registration of any of the documents contemplated shall bind the Lender to advance the funds unless and until all the conditions, terms, and provisions herein have been satisfied by the Borrower.
- (c) This commitment is based upon your representations made in your application for the Loan and the information provided at that time. In the event that any of the representations and/or information are found to be incorrect any time, the Lender reserves the right to withdraw this commitment.
- (d) No term or requirement of this commitment may be waived or varied orally or by any course of conduct of the Borrower or anyone acting on his behalf or by the lender or his Agent.
- (e) Any alteration or amendment to this commitment letter will render the commitment null and void. Alterations or amendments, if any, will be made by the Lender in a separate letter which must be signed by a duly authorized officer and accepted by the Borrower in writing.
- (f) This commitment is provided expressly for the Borrower named herein and may not be assigned or transferred.
- (g) Time is of the essence of this commitment.

14. SOLICITORS

Patrick Julian, Koffman Kalef, 19th Floor – 885 West Georgia St., Vancouver, BC, V6C 3H4, will prepare the legal documents. All legal fees and disbursements will be borne by the Borrower.

15. ASSIGNMENT OF COMMITMENT

The Borrower shall not assign, transfer or otherwise deal or dispose of its rights as described in this commitment without the prior written approval of the Lender.

16. HAZARDOUS SUBSTANCE INDEMNITY

In addition to any liability imposed on the Borrower under any instrument evidencing or securing the Loan, the Borrower shall be liable for any and all of

the Lender's costs, expenses, damages or liabilities (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall survive foreclosures of the security for the Loan and any other extinguishing of the obligations of the Borrower to the Lender in respect of the Loan and any other exercise by the Lender of any remedies available to them for any default under the Loan.

17. TAXES

The Borrower shall provide confirmation that the property taxes are paid within 30 days of the annual due date for each property secured in connection with the Loan.

18. SURVIVAL

All terms, conditions, representations, and warranties of this commitment shall survive the closing of the Loan contemplated. The Borrower and Guarantors consent that credit inquiries may be made at any time in connection with the application for mortgage financing.

19. ZONING

Prior to funding there must exist evidence satisfactory to the Lender that all real property secured hereunder is in compliance with any and all applicable zoning regulations, building by-laws and all other restrictions affecting the property, that occupancy or like certificates have been issued by the applicable municipal authority and there are no outstanding work orders.

20. SALE OF THE PROPERTY

Any change in control of the Borrower (beneficial or otherwise) or any sale or change in the ownership of the property secured hereunder (beneficial or otherwise) must be approved in writing and in advance by the Lender, such approval not to be unreasonably withheld. The Borrower shall provide the Lender with sufficient documentation in form and content satisfactory to the Lender to facilitate such approval by the Lender. Failure to obtain such approval shall constitute a default under this commitment letter and the Security and all outstanding amounts owing by the Borrower to the Lender under the mortgage may be at the Lender's sole option, become forthwith due and payable. Any legal expense to be borne by the Borrower.

- 7 -

21. OFFER AND ACCEPTANCE

This offer is open for your acceptance until 4:00 pm, November 18, 2011 by which time the enclosed copy of this letter shall be returned to our offices and this commitment shall become null and void.

Yours truly,


ALL CANADIAN INVESTMENT CORPORATION

Per: 

Don Bergman
President

The foregoing terms and conditions thereof are hereby accepted by us this 18 day of November, 2011.

BORROWER:


Seamount Investments

This is page 7 of a Commitment Letter issued by **ALL CANADIAN INVESTMENT CORPORATION** to **SEAMONT INVESTMENTS LTD.** in connection with a loan not exceeding \$1,900,000



February 1, 2013

Seamont Investments Ltd
1770 - 650 West Georgia Street
Vancouver, BC
V6B 2N9

Attn: Joe Mendes

RE: 1st Mortgage Discharge - 6921 Grant Road, Sooke, BC

This is Exhibit 0 referred to in the affidavit of
Donald Bergman sworn (or affirmed)
before me on 19 Jan 2013 [dd/mm/yyyy]

ZOE STEVENS
A Commissioner for taking Affidavits
within 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

All Canadian Investment Corporation ("the Lender") has agreed to discharge the existing mortgage under the following terms.

1. The Lender will execute a discharge of above \$1,700,000 mortgage to allow alternative 1st mortgage financing to be placed on the property.
2. \$1,100,000 will be applied towards the reduction of the above loan and the Lender will carry a non-registered 2nd mortgage in the amount of \$600,000.
3. It is agreed that all terms and conditions of the discharged mortgage will remain in full force and effect as a non-registered 2nd mortgage.
4. At the request of the Lender the borrower will agree to execute the required documentation to re-register the mortgage.

Yours Truly,

All Canadian Investment Corporation

Don Bergman

All terms and conditions are accepted and agreed to this 1 day of February, 2013

Seamont Investments Ltd
Borrower



October 1, 2016

Seamont Investments Ltd
1770 - 650 West Georgia St
Vancouver, BC
V6B 2N9

Attn: Joe Mendes

RE: Mortgage Renewal: \$600,000 unregistered 2nd Mortgage on the property located at 6921 Grant Rd, Sooke, BC.

This is Exhibit P referred to in the affidavit of
Donald Bergman sworn (or affirmed)
before me on 19 Jan 2018 (dd/mm/yyyy)

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

We are pleased to advise that All Canadian Investment Corporation has approved a renewal of the above 2nd Mortgage under the following amendments, terms and conditions.

1. Items 3 and 4 of the discharge letter dated February 1, 2013 will remain in full force.
2. The term is renewed for two years maturing October 1, 2018.
3. The interest rate is amended to 6% effective October 1, 2016.
4. All other terms and conditions will remain the same.

Yours Truly,

ALL CANADIAN INVESTMENT CORPORATION

Don Bergman

Accepted and agreed to by Seamont Investments Ltd this 2 day of October, 2016.

Authorized Signatory

TITLE SEARCH PRINT

File Reference: 24371-0033

Declared Value \$ 1900000

2018-01-19, 12:12:46

Requestor: Deborah Hamann-Trou

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

Land Title Office

VICTORIA

VICTORIA

Title Number

From Title Number

CA2292926

EH103701

Application Received

2011-11-30

Application Entered

2011-12-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

SEAMONT INVESTMENTS LTD., 0512502
 1770-650 WEST GEORGIA STREET
 VANCOUVER, BC
 V6B 4N9

This is Exhibit Q referred to in the affidavit ofDonald Bergman sworn (or affirmed)before me on 19/Jan/2018 [dd/mm/yyyy]

[Signature]
 A Commissioner for taking Affidavits
 within 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

Sooke, District of

Description of Land

Parcel Identifier:

002-408-333

Legal Description:

LOT 3, SECTION 3, SOOKE DISTRICT, PLAN 2031, EXCEPT THAT PART IN PLAN 17849

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2299444
 FILED 2011-12-02

Charges, Liens and Interests

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

EG148974

Registration Date and Time:

1993-11-12 12:53

Registered Owner:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

THE CAPITAL REGIONAL DISTRICT

Remarks:

PART IN PLAN VIP57658

Nature:

MORTGAGE

Registration Number:

CA5736458

Registration Date and Time:

2016-12-28 08:37

Registered Owner:

ROYAL BANK OF CANADA

TITLE SEARCH PRINT

File Reference: 24371-0033

Declared Value \$ 1900000

2018-01-19, 12:12:46

Requestor: Deborah Hamann-Trou

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA5736459
Registration Date and Time:	2016-12-28 08:37
Registered Owner:	ROYAL BANK OF CANADA

Duplicate Indefeasible Title	NONE OUTSTANDING
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Transfers	NONE
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Pending Applications	NONE
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PPRSSearchResult.txt

Page: 1

Lterm: XPSP0050 BC OnLine: PPRS SEARCH RESULT
For: PI69044 CLARK WILSON LLP

2018/01/19
09:53:34

Index: BUSINESS DEBTOR

Search Criteria: SEAMONT INVESTMENT

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 07, 2016 Reg. Length: 6 YEARS
Reg. Time: 06:19:09 Expiry Date: APR 07, 2022
Base Reg. #: 211884J Control #: D3704109

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: BMW CANADA INC
50 ULTIMATE DRIVE
RICHMOND HILL ON L4S 0C8

=D0001 Base Debtor: SEAMONT INVESTMENTS LTD
(Business) 1770-650 GEORGIA ST W
VANCOUVER BC V6B 4N7

D0002 Ind. Debtor: MENDES JOSE MARQUES
1343 49TH AVE W Birthdate: 50FEB18
VANCOUVER BC V6M 2R2

Vehicle collateral:
Type Serial # Year Make/Model MH Reg.#

V0001 MV WBA4C9C56GG138399 2016 BMW 428I XDRIVE GRAN COUP

Registering
Party: BMW CANADA INC
50 ULTIMATE DRIVE
RICHMOND HILL ON L4S 0C8

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: DEC 20, 2016 Reg. Length: 4 YEARS
Reg. Time: 13:46:16 Expiry Date: DEC 20, 2020
Base Reg. #: 726825J Control #: D4230318

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO ON M2P 0A4

=D0001 Base Debtor: SEAMONT INVESTMENTS LTD.
(Business) 1770 - 650 GEORGIA STREET WEST
VANCOUVER BC V6B 4N9

This is Exhibit 2 referred to in the affidavit of
Donald Bergman sworn (or affirmed)
before me on 19 Jan 2018 [dd/mm/yyyy]

ZOE STEVENS
A Commissioner for taking Affidavits
within British Columbia

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

Continued on Page 2

Page: 2

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND REAL PROPERTY SITUATE AT OR ABOUT 6921 GRANT ROAD WEST, SOOKE, B.C., V0S 1N0 AND LEGALLY KNOWN AND DESCRIBED AS PARCEL IDENTIFIER: 002-408-333: LOT 3, SECTION 3, SOOKE DISTRICT, PLAN 2031, EXCEPT THAT PART IN PLAN 17849 INCLUDING BUT NOT LIMITED TO GOODS INCLUDING INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER NATURE AND KIND, BUT EXCLUDING CONSUMER GOODS), CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY, LICENCES, CROPS AND SECURITIES.

Party: FULTON & COMPANY LLP LAWYERS &
TRADE-MARK AGENTS
300-350 LANSDOWNE STREET
KAMLOOPS BC V2C 1Y1

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

[illegible]

