



This is the 1st Affidavit of
David Milligan in this case and
was made on the 23rd day of July, 2019.

No. S1710393
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

AND

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

AFFIDAVIT

I, DAVID MILLIGAN, of 12874 Madeira Park Road, Box 98, Madeira Park, British
Columbia, realtor, SWEAR THAT:

1. I am the realtor retained by All Canadian Investment Corporation ("ACIC"), the
seller of the property located at Lot 137 Lee Road, Garden Bay, British Columbia,
and as such have personal knowledge of the facts and matters deposed to in this
affidavit, save and except where they are said to be based on information and
belief, in which case I believe them to be true.
2. Attached as Exhibit "A" is a copy of a Land Title Office Title Search Print dated
July 18, 2019 for the lands and premises described as:


PID 026-169-436
Lot 137 District Lot 3923 Group 1 New Westminster District Plan
BCP15556

("Lot 137").

3. Lot 137 is a .54 acre bare lot located on Lee Road in Garden Bay, British Columbia.
4. Attached as **Exhibit "B"** is a copy of the multiple listing contract for Lot 137 between Royal LePage Sussex and ACIC dated August 18, 2016.
5. Attached as **Exhibit "C"** is a copy of an amendment to the multiple listing contract for Lot 137 dated August 23, 2017.
6. Attached as **Exhibit "D"** is a copy of an amendment to the multiple listing contract for Lot 137 dated February 28, 2018.
7. Attached as **Exhibit "E"** is a copy of an amendment to the multiple listing contract for Lot 137 dated August 28, 2018.
8. Attached as **Exhibit "F"** is a copy of an amendment to the multiple listing contract for Lot 137 dated January 25, 2019.
9. Attached as **Exhibit "G"** is a copy of the expired and active MLS listings for Lot 137.
10. One of the MLS listings attached as Exhibit G identifies a structure under construction on Lot 137. However, there has never been a structure of any kind on Lot 137. When the subdivision was new, the developer was offering land plus cottage plans and construction. However, Lot 137 never sold during that time and no construction ever occurred on it.
11. Attached as **Exhibit "H"** is a copy of the Property History Detail for Lot 137.

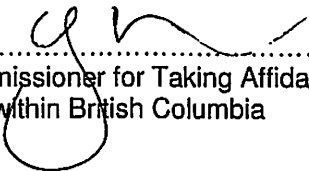
- 12. Attached as **Exhibit "I"** is a copy of a listing and marketing history report which I wrote regarding Lot 137. The information and statements contained in this report are true to the best of my knowledge and belief.
- 13. As noted in my report, in June 2019, I received multiple offers from two prospective purchasers of Lot 137. Both offers were negotiated by ACIC, which has accepted the higher of the two, subject to court approval.
- 14. Attached as **Exhibit "J"** is a copy of the current BC Assessment printout for Lot 137.
- 15. Attached as **Exhibit "K"** is a copy of the contract of purchase and sale between ACIC and Konstantin Vassev dated June 19, 2019, along with, among other things, the addenda showing that all subjects have been removed except court approval (the "Contract").
- 16. The sale price for Lot 137 in the Contract is \$76,000.00.
- 17. The Contract price is the best offer which ACIC has received for Lot 137 since it has had Lot 137 listed for sale.
- 18. I have observed a downturn in the real estate market. Currently, properties on the Sunshine Coast are often selling below their assessed values.
- 19. As such, although this Contract price for Lot 137 sale is below the assessed value, I believe the Contract price represents the current fair market value for Lot 137.

SWORN BEFORE ME at the City of)
 Vancouver, in the Province of British)
 Columbia, this 23rd day of July, 2019.)


 _____)
 A Commissioner for taking Affidavits within)
 British Columbia)


 _____)
 DAVID MILLIGAN)

This is Exhibit "A" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019


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

TITLE SEARCH PRINT

File Reference: 2285580000

Declared Value \$75800

2019-07-18, 14:46:05

Requestor: Chelsey Cochrane

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District VANCOUVER
 Land Title Office VANCOUVER

Title Number CA4598537
 From Title Number CA3952321

Application Received 2015-08-11

Application Entered 2015-08-17

Registered Owner in Fee Simple
 Registered Owner/Mailing Address: ALL CANADIAN INVESTMENT CORPORATION, INC.NO. BC0570425
 825 LAKESHORE DRIVE SW
 SALMON ARM, BC
 V1E 1E4

Taxation Authority North Shore - Squamish Valley Assessment Area
 Pender Harbour Fire Protection District

Description of Land
 Parcel Identifier: 026-169-436
 Legal Description:
 LOT 137 DISTRICT LOT 3923 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP15556

Legal Notations NONE

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

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

TITLE SEARCH PRINT

File Reference: 2285580000

Declared Value \$75800

2019-07-18, 14:46:05

Requestor: Chelsey Cochrane

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: COVENANT
 Registration Number: BX105640
 Registration Date and Time: 2005-01-24 12:38
 Registered Owner: SUNSHINE COAST REGIONAL DISTRICT AND
 THE CROWN IN RIGHT OF BRITISH COLUMBIA
 Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME
 Registration Number: BX409575
 Registration Date and Time: 2005-02-03 10:35
 Remarks: INTER ALIA

Nature: MORTGAGE
 Registration Number: CA3771148
 Registration Date and Time: 2014-06-10 13:41
 Registered Owner: CAMBRIDGE MORTGAGE INVESTMENT CORPORATION
 INCORPORATION NO. BC0783243
 Remarks: INTER ALIA
 MODIFIED BY CA4176219
Cancelled By: CA4625008
Cancelled Date: 2015-08-24

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA3771149
 Registration Date and Time: 2014-06-10 13:41
 Registered Owner: CAMBRIDGE MORTGAGE INVESTMENT CORPORATION
 INCORPORATION NO. BC0783243
 Remarks: INTER ALIA
Cancelled By: CA4625009
Cancelled Date: 2015-08-24

Nature: MODIFICATION
 Registration Number: CA4176219
 Registration Date and Time: 2015-01-12 14:58
 Remarks: INTER ALIA
 MODIFICATION OF CA3771148
Cancelled By: CA4625008
Cancelled Date: 2015-08-24

TITLE SEARCH PRINT

File Reference: 2285580000

Declared Value \$75800

2019-07-18, 14:46:05

Requestor: Chelsey Cochrane

Nature: MORTGAGE
 Registration Number: CA4598682
 Registration Date and Time: 2015-08-11 15:20
 Registered Owner: CAMBRIDGE MORTGAGE INVESTMENT CORPORATION
 INCORPORATION NO. BC0783243

Remarks:
Cancelled By: CA4858724
Cancelled Date: 2015-12-07

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA4598683
 Registration Date and Time: 2015-08-11 15:20
 Registered Owner: CAMBRIDGE MORTGAGE INVESTMENT CORPORATION
 INCORPORATION NO. BC0783243

Remarks:
Cancelled By: CA4858725
Cancelled Date: 2015-12-07

Nature: MORTGAGE
 Registration Number: CA5479890
 Registration Date and Time: 2016-09-02 13:10
 Registered Owner: VAN MAREN FINANCIAL LTD.
 INCORPORATION NO. A0074089

Remarks:
Cancelled By: CA6591906
Cancelled Date: 2018-01-26

Nature: ASSIGNMENT OF RENTS
 Registration Number: CA5479891
 Registration Date and Time: 2016-09-02 13:10
 Registered Owner: VAN MAREN FINANCIAL LTD.
 INCORPORATION NO. A0074089

Remarks:
Cancelled By: CA6591907
Cancelled Date: 2018-01-26

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:
Cancelled By: CA6773104
Cancelled Date: 2018-05-01

TITLE SEARCH PRINT

File Reference: 2285580000

Declared Value \$75800

2019-07-18, 14:46:05

Requestor: Chelsey Cochrane

Nature:	MORTGAGE
Registration Number:	CA6769348
Registration Date and Time:	2018-04-30 16:00
Registered Owner:	DIDS-BC HOLDINGS LTD. INCORPORATION NO. BC1157251
Remarks:	INTER ALIA
Cancelled By:	CA7421273
Cancelled Date:	2019-03-29

Duplicate Indefeasible Title NONE OUTSTANDING

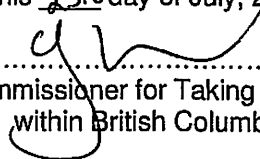
Transfers NONE

Pending Applications NONE

Corrections

LB492329 CHARGE OWNER NAME CORRECTED P60244 2011-11-28 10:33:00

This is Exhibit "B" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019


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



Sussex MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS#NO

BETWEEN: All Canadian Investment Corporation
OWNER(S) (SELLER)

AND: Royal LePage Sussex (Sct)
(LISTING BROKERAGE)

OWNER(S) (SELLER) Suite 2-781 Marine Park Dr NE
~~825 Lakeshore Drive~~

5561 Wharf Avenue

UNIT ADDRESS
Salmon Arm B.C. V1E 2W7
CITY PROV PC

UNIT ADDRESS
Sechelt VON 3A0

CITY PROV PC
(604) 885-3295

TELEPHONE NUMBER CELL NUMBER
250-804-060

TELEPHONE NUMBER CELL NUMBER

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

1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from August 18 2016 (Effective Date) until 11:59 pm on February 28 2017 (Expiry Date) unless renewed in writing.

B. The Seller hereby:

- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
- (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
- (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY: Lot 137 Lec Road

UNIT NO.	HOUSE NO.	STREET NAME	STREET TYPE	STREET DIRECTION
		<u>Garden Bay</u>		
		<u>026-169-436</u>	<u>VON 1S1</u>	<u>POSTAL CODE</u>
		<u>PID</u>	<u>OTHER PID(S)</u>	


Lot 137, DL 3923, Group 1, NWDP BCP 15556

LEGAL DESCRIPTION

3. TERMS OF SALE: \$99,000.00
LISTING PRICE TERMS

4. LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
- B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
- C. To make agency disclosures required of the Listing Brokerage.

 INITIALS

5. LISTING BROKERAGE'S REMUNERATION: The Seller agrees:

A. To pay to the Listing Brokerage a gross commission of 7%

of the sale price of the Property, plus applicable Goods and Services Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:

- (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
- (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
 - (a) within sixty (60) days after the expiration of the term of this Contract; or
 - (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause;

provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or

(iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;

- B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and**
- C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of**

3.255%

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of that portion of the commission.

D. The Listing Brokerage and Designated Agent will advise the Seller of any remuneration, other than that described in Clause 5A, to be received by the Listing Brokerage in respect of the Property.

6. ASSIGNMENT OF REMUNERATION: The Seller hereby irrevocably:

- A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;**
- B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and**
- C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.**

7. DESIGNATED AGENCY:

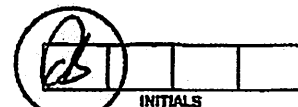
A. Subject to Clause 12A and 7C(III) the Listing Brokerage designates Dave J. Milligan

(the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the *Real Estate Services Act* or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;

B. Subject to Clause 12A the Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.

C. Subject to Clause 12A the Seller agrees that:

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



INITIALS

8. THE DESIGNATED AGENT WILL:

A. Act as the agent of only the Seller with respect to the Property except where the Seller consents to limited dual agency (see Clauses 7 and 12);

B. Provide information about the Property to Cooperating Brokerages;

C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;

D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;

E. Fulfill the duties set out in *Real Estate Services Act* Rule 3-3 as modified or made inapplicable by agreement between the Listing Brokerage and the Seller;

F. Obey all lawful instructions of the Seller that are consistent with the *Real Estate Services Act* and the Rules and the Bylaws and Code of Ethics of the Board; and

G. Exercise reasonable care and skill in their performance under the Contract;

9. THE LISTING BROKERAGE AGREES:

A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 6I, 6J, 6K, 6L, 6M, 6N, 6O, 6P, 6Q, 6R, 6S, 6T, 6U, 6V, 6W, 6X, 6Y, 6Z, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L, 7M, 7N, 7O, 7P, 7Q, 7R, 7S, 7T, 7U, 7V, 7W, 7X, 7Y, 7Z, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J, 8K, 8L, 8M, 8N, 8O, 8P, 8Q, 8R, 8S, 8T, 8U, 8V, 8W, 8X, 8Y, 8Z, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 9H, 9I, 9J, 9K, 9L, 9M, 9N, 9O, 9P, 9Q, 9R, 9S, 9T, 9U, 9V, 9W, 9X, 9Y, 9Z, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 10J, 10K, 10L, 10M, 10N, 10O, 10P, 10Q, 10R, 10S, 10T, 10U, 10V, 10W, 10X, 10Y, 10Z, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 11N, 11O, 11P, 11Q, 11R, 11S, 11T, 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13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
 - (i) for all purposes consistent with the listing, marketing and selling of the Property;
 - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
 - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
 - (iv) for compilation, retention and publication by the Board and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of the Board and other real estate boards;
 - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
 - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
 - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

14. TERMINATION: The Listing Brokerage and the Seller agree that:

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
 - (i) upon the expiration of the term of this Contract as specified in Clause 1A;
 - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
 - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
 - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*; and
 - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
 - (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
 - (ii) cease all marketing activities on behalf of the Seller;
 - (iii) remove all signs from the Property; and
 - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

15. MISCELLANEOUS PROVISIONS:




- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.


16. ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER): Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.

SIGNED, SEALED AND DELIVERED THIS 18 OF August, yr. 2016



SELLER'S SIGNATURE
As Authorized Signatory for
SELLER'S SIGNATURE
All Canadian Investment Corporation
WITNESS TO SELLER(S) SIGNATURE(S)

 BY SIGNING THIS CONTRACT THE SELLER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE BROCHURE PUBLISHED BY THE BRITISH COLUMBIA REAL ESTATE ASSOCIATION ENTITLED *WORKING WITH A REALTOR®*.


BROKERAGE APPROVAL
FOR OFFICE USE ONLY

 Royal LePage Sussex (Sct)
LISTING BROKERAGE (PRINT)

For: DESIGNATED AGENT'S SIGNATURE
Dave Milligan
DESIGNATED AGENT (PRINT)

MULTIPLE LISTING CONTRACT SCHEDULE "A"

Lot 137 Lee Road
ADDRESS


Garden Bay

VON 1S1

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In order to assist in effecting the sale of your property we will use reasonable efforts to market the property and promote your interests. Our services include:

- Listing the property on the Multiple Listing Service of our Board
- Cooperating with brokerages working with buyers
- Advertising the property
- Placing a "For Sale" sign on the property
- Showing the property at times acceptable to the seller and, if any tenants, subject to tenant's rights
- Responding to consumer and REALTOR inquiries
- Disclosing in a timely manner to the seller all appropriate facts affecting the transaction known to us
- Keeping the seller informed regarding the progress of the transaction
- Reviewing Contracts of Purchase and Sale submitted for the seller's consideration
- Assisting the seller in negotiating favourable terms and conditions with a buyer
- Assisting in the completion and possession process



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INITIALS

**INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT
LAND ONLY**

This form is intended to be used for vacant land.

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT:

The property disclosure statement will not form part of the Contract of Purchase and Sale unless so agreed by the buyer and the seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

"The attached Property Disclosure Statement dated
Aug. yr. 2016 is incorporated into
and forms part of this contract."

ANSWERS MUST BE COMPLETE AND ACCURATE:

The property disclosure statement is designed, in part, to protect the seller by establishing that all relevant information concerning the premises has been provided to the buyer. It is important that the seller not answer "do not know" or "does not apply" if, in fact, the seller knows the answer. An answer must provide all relevant information known to the seller. In deciding what requires disclosure, the seller should consider whether the seller would want the information if the seller was a potential buyer of the premises.

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES:

The buyer must still make the buyer's own inquiries after receiving the property disclosure statement. Each question and answer must be considered, keeping in mind that the seller's knowledge of the premises may be incomplete. Additional information can be requested from the seller or from an independent source such as the Municipality or Regional District. The buyer can hire an independent, licensed inspector to examine the premises and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the property disclosure statement or on an inspection report.

FOUR IMPORTANT CONSIDERATIONS:

1. The seller is legally responsible for the accuracy of the information which appears on the property disclosure statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the premises. Even if the property disclosure statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the property disclosure statement if it caused the buyer to agree to buy the property.
2. The buyer must still make the buyer's own inquiries concerning the premises in addition to reviewing a property disclosure statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a property disclosure statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the property disclosure statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.



PROPERTY DISCLOSURE STATEMENT LAND ONLY



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION


Date of disclosure: August 18, 2016

Sussex

The following is a statement made by the seller concerning the Land located at:

ADDRESS: Lot 137 Lee Road Garden Bay V0N 1S1 (the "Land")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "do not know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.	THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
	YES	NO	DO NOT KNOW	DOES NOT APPLY
1. LAND				
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?			X	X
B. Are you aware of any past or present underground oil storage tank(s) on the Land?			X	X
C. Is there a survey certificate available?			X	X
D. Are you aware of any current or pending local improvement levies/charges?			X	X
E. Have you received any other notice or claim affecting the Land from any person or public body?			X	X
F. Is the Land managed forest lands?			X	X
G. Is the Land in the Agricultural Land Reserve?			X	X
H. Are you aware of any past or present fuel or chemical storage anywhere on the Land?			X	X
I. Are you aware of any fill materials anywhere on the Land?			X	X
J. Are you aware of any waste sites, past or present, excluding manure storage anywhere on the Land?			X	X
K. Are you aware of any uncapped or unclosed water wells on the Land?			X	X
L. Are you aware of any water licences affecting the Land?			X	X
M. Has the Land been logged in the last five years?			X	X
(i) If yes, was a timber mark/licence in place?			X	X
(ii) If yes, were taxes or fees paid?			X	X
N. Is there a plot plan available showing the location of wells, septic systems, crops etc.			X	X
2. SERVICES				
A. Indicate the water system(s) the Land uses: Municipal <input type="checkbox"/> Community <input type="checkbox"/> Private <input type="checkbox"/> Well <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____				
B. Are you aware of any problems with the water system?			X	
C. Are records available regarding the quantity and quality of the water available?				
D. Indicate the sanitary sewer system the Land is connected to: Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____				
E. Are you aware of any problems with the sanitary sewer system?				
F. Are there any current service contracts (i.e., septic removal or maintenance)?				
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				

 INITIALS

August 18, 2016

DATE OF DISCLOSURE

ADDRESS: Lot 137 Lee Road

Garden Bay

VON 1S1

3. BUILDING: (Not Applicable)	YES	NO	DO NOT KNOW	DOES NOT APPLY
4. GENERAL:				
A. Are you aware if the Land has been used as a marijuana grow operation or to manufacture illegal drugs?			X	X
B. Are you aware of any material latent defect as defined in the Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?			X	X
C. Are you aware if the property, or any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the Heritage Conservation Act or under municipal legislation?			X	X

For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

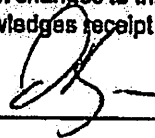

(a) a defect that renders the real estate

- (i) dangerous or potentially dangerous to the occupants
- (ii) unfit for habitation

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary.)

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

SELLER(S)

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____ The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Land and, if desired, to have the Land inspected by a licensed inspection service of the buyer's choice.

BUYER(S)

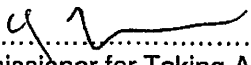
BUYER(S)

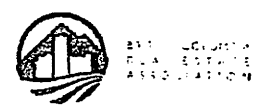
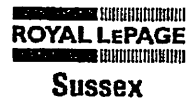
The seller and the buyer understand that neither the listing nor selling agencies or their representatives warrant or guarantee the information provided about the Land.

*PREC represents Personal Real Estate Corporation

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

This is Exhibit "C" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019


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



AMENDMENT OF MULTIPLE LISTING CONTRACT

LISTING MLS# NO
R2102984

Seller(s) All Canadian Investment Corporation

In consideration of your continuing to list my property known as:

Lot 137 LEE ROAD

Garden Bay VON 1S1 ("the Property")

for sale or exchange, I/we hereby amend the Multiple Listing Contract with
Royal LePage Sussex (Sct)

NAME OF LISTING BROKERAGE

covering the Property as follows:

1. Change the expiration date of the Multiple Listing Contract to one minute before midnight
on February 28 YR 2018

2. Change listing price from \$ _____ to \$ _____

3. Change terms to:

REB&V 16-135
FAXED
05/26/17
FS

4. Hold action until: _____

Reason _____

5. Other changes:

MLS	<input checked="" type="checkbox"/>	Hot Sheet	—
Brewin	<input type="checkbox"/>	Window	—
Excel	<input checked="" type="checkbox"/>	Realtor	—

6. All terms of the Multiple Listing Contract shall remain in full force and effect, subject to the above changes.

I have read and clearly understood this amendment of Multiple Listing Contract, and I acknowledge this date having received a copy.

SIGNED, SEALED AND DELIVERED THIS 23 DAY OF August, YR. 2017

AuthenticSign
Don Bergman

SELLER'S SIGNATURE
Authorized Signatory for All Canadian

SELLER'S SIGNATURE
Investment Corporation

WITNESS TO SELLER'S SIGNATURE(S)

Royal LePage Sussex (Sct)
LISTING BROKERAGE (PRINT)

[Signature]
Per DESIGNATED AGENT'S SIGNATURE

Dave Milligan
DESIGNATED AGENT (PRINT)

[Signature]
BROKERAGE APPROVAL

*PREC represents Personal Real Estate Corporation

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

This is Exhibit "D" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019


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



AMENDMENT OF MULTIPLE LISTING CONTRACT



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

LISTING NO. R2102984

Seller(s) All Canadian Investment Corporation

In consideration of your continuing to list my property known as:

Lot 137 LEE ROAD

Garden Bay VON ISI ("the Property")

for sale or exchange, I/we hereby amend the Multiple Listing Contract with

Royal LePage Sussex

NAME OF LISTING BROKERAGE

covering the Property as follows:

1. Change the expiration date of the Multiple Listing Contract to one minute before midnight
on August 31st YR 2018

2. Change listing price from \$ _____ to \$ _____

3. Change terms to:

4. Hold action until: _____

Reason _____

5. Other changes:

6. All terms of the Multiple Listing Contract shall remain in full force and effect, subject to the above changes.

I have read and clearly understood this amendment of Multiple Listing Contract, and I acknowledge this date having received a copy.

SIGNED, SEALED AND DELIVERED THIS 28 DAY OF February, YR. 2018

AuthentiSign
Dan Bergman

SELLER'S SIGNATURE
Authorized Signatory for All Canadian

SELLER'S SIGNATURE
Investment Corporation

WITNESS TO SELLER'S SIGNATURE(S)

Royal LePage Sussex
LISTING BROKERAGE (PRINT)

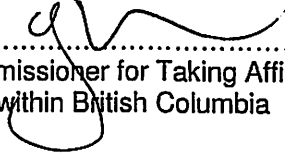
Per: DESIGNATED AGENT'S SIGNATURE
Dave Milligan
DESIGNATED AGENT (PRINT)

BROKERAGE APPROVAL

*PREC represents Personal Real Estate Corporation

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

This is Exhibit "E" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019


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



BRITISH COLUMBIA REAL ESTATE ASSOCIATION

AMENDMENT OF MULTIPLE LISTING CONTRACT

LISTING #/L#NO

Seller(s) All Canadian Investment Corporation

In consideration of your continuing to list my property known as:

Lot 137 Lee Road

Garden Bay

V0N 1S1

(the Property)

for sale or exchange, I/we hereby amend the Multiple Listing Contract with

Royal LePage Sussex (Sct)

NAME OF LISTING BROKERAGE

covering the Property as follows:

1. Change the expiration date of the Multiple Listing Contract to one minute before midnight

on January 31 YR 2019

2. Change listing price from \$ _____ to \$ _____

3. Change terms to:

4. Hold action until: _____

Reason _____

5. Other changes:

6. All terms of the Multiple Listing Contract shall remain in full force and effect, subject to the above changes.

I have read and clearly understood this amendment of Multiple Listing Contract, and I acknowledge this date having received a copy.

SIGNED, SEALED AND DELIVERED THIS 28 DAY OF August, YR. 2018

Authorized Signatory
Don Bergman

SELLER'S SIGNATURE

Authorized Signatory, All Canadian

SELLER'S SIGNATURE

Investment Corporation

WITNESS TO SELLER'S SIGNATURE(S)

Royal LePage Sussex (Sct)
LISTING BROKERAGE (PRINT)

[Signature]
Per/DESIGNATED AGENT'S SIGNATURE

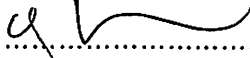
Dave Milligan
DESIGNATED AGENT (PRINT)

[Signature]
BROKERAGE APPROVAL

*PREC represents Personal Real Estate Corporation

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This is Exhibit "F" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019


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



AMENDMENT OF MULTIPLE LISTING CONTRACT

LISTING MLS# NO
R2102984

Seller(s) All Canadian Investment Corporation

In consideration of your continuing to list my property known as:

Lot 137 LEE ROAD

Garden Bay VON 1S1 ("the Property")

for sale or exchange, I/we hereby amend the Multiple Listing Contract with
Royal LePage Sussex

NAME OF LISTING BROKERAGE

covering the Property as follows:

1. Change the expiration date of the Multiple Listing Contract to one minute before midnight
on July 31 YR 2019

2. Change listing price from \$ 99,000.00 to \$ 89,000.00

3. Change terms to:

01/26/19

MLS	✓	Hot Sheet	✓
Brewin	-	Window	✓
Excel	✓	Realtor	-

K.

4. Hold action until: _____
Reason _____

5. Other changes:

6. All terms of the Multiple Listing Contract shall remain in full force and effect, subject to the above changes.

I have read and clearly understood this amendment of Multiple Listing Contract, and I acknowledge this date having received a copy.

SIGNED, SEALED AND DELIVERED THIS 25th DAY OF January, YR. 2019.

AuthenticId
Don Bergman
SELLER'S SIGNATURE
Authorized Signatory for All Canadian
SELLER'S SIGNATURE
Investment Corporation
WITNESS TO SELLER'S SIGNATURE(S)


Royal LePage Sussex
LISTING BROKERAGE (PRINT)


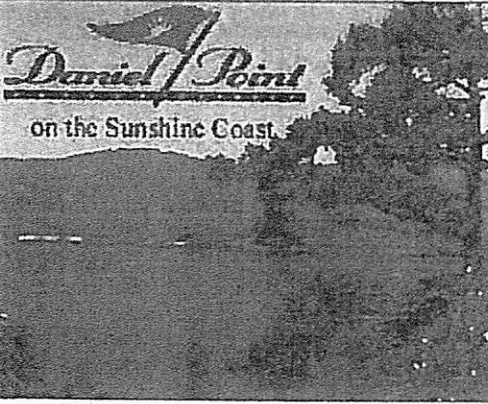
Per: DESIGNATED AGENT'S SIGNATURE
Dave Milligan
DESIGNATED AGENT (PRINT)
Krista Stevenson
BROKERAGE APPROVAL

*PREC represents Personal Real Estate Corporation


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

This is Exhibit "G" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019


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

<p>Expired V672300 Board: V, Land Only House/Single Family</p>	<p>LOT 137 LEE ROAD Sunshine Coast Pender Harbour Egmont VON 150</p>	<p>\$115,000 (LP) (SP)</p> <p></p>																																	
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Days on Market: 180</td> <td>List Date: 10/3/2007</td> <td>Expiry Date: 3/31/2008</td> </tr> <tr> <td>Previous Price:</td> <td>Original Price: \$115,000</td> <td>Sold Date:</td> </tr> </table>		Days on Market: 180	List Date: 10/3/2007	Expiry Date: 3/31/2008	Previous Price:	Original Price: \$115,000	Sold Date:																											
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	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Frontage: 193.96</td> <td>Subdiv/Complex:</td> </tr> <tr> <td>Meas. Type: Feet</td> <td>P.I.D.: 026-169-436</td> </tr> <tr> <td>Frontage Metric: 59.16</td> <td>Taxes: \$594.00</td> </tr> <tr> <td>Depth: IRREGULAR</td> <td>For Tax Year: 2007</td> </tr> <tr> <td>Price/SqFt:</td> <td>Zoning: RIA</td> </tr> <tr> <td>Sub-Type:</td> <td>Rezoneable?:</td> </tr> <tr> <td>Exposure: West</td> <td>Flood Plain:</td> </tr> <tr> <td>Permitted Use: House/Single Family</td> <td></td> </tr> <tr> <td>Title to Land: Freehold NonStrata</td> <td></td> </tr> <tr> <td>Tour:</td> <td></td> </tr> <tr> <td>View - Specify</td> <td></td> </tr> </table>		Frontage: 193.96	Subdiv/Complex:	Meas. Type: Feet	P.I.D.: 026-169-436	Frontage Metric: 59.16	Taxes: \$594.00	Depth: IRREGULAR	For Tax Year: 2007	Price/SqFt:	Zoning: RIA	Sub-Type:	Rezoneable?:	Exposure: West	Flood Plain:	Permitted Use: House/Single Family		Title to Land: Freehold NonStrata		Tour:		View - Specify		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Lot Area</th> </tr> <tr> <td>Acres:</td> <td>0.54</td> </tr> <tr> <td>Hect:</td> <td>0.00</td> </tr> <tr> <td>SqFt:</td> <td>0.00</td> </tr> <tr> <td>SqM:</td> <td>0.00</td> </tr> </table>	Lot Area		Acres:	0.54	Hect:	0.00	SqFt:	0.00	SqM:	0.00
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Hect:	0.00																																		
SqFt:	0.00																																		
SqM:	0.00																																		
<p>Sanitary Sewer: At Lot Line Storm Sewer: None Water Supply: City/Municipal Electricity: At Lot Line Natural Gas: Not Available Telephone Service: On Property Cable Service: On Property Prospectus: Available Through Developers Develop Permit: No Bldg Permit Apprv: No Building Plans: Not Available</p>	<p>Property Access: Road Access Parking Access: Fencing: Property In ALR/FLR: No Seller's Interest: Registered Owner Information Pkg: Yes Sign on Property: Y Sketch Attached: No Property Disclosure: No : BARE LAND Trees Logged: No Perc Test Avail: Perc Test Date:</p>																																		
<p>Legal: PL BCP15556 LT 137 DL 3923 LD 37</p> <p>Site Influences: Golf Course Nearby, Marina Nearby, Private Setting, Recreation Nearby, Shopping Nearby Restrictions: Mandatory Building Scheme Commission: 3.255% ON 1ST 100K & 1.1625% ON BALANCE</p>																																			
<p>List Broker 1: RE/MAX Oceanview Realty - Office: 604-885-4313 List Sales Rep 1: Alan Stewart PREC* - 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: DANIEL POINT PROJECTS LTD.</p>		<p>Appointments: Phone L.R. First Call: CONNIE Phone: 604-883-9212</p>																																	
<p>Realtor All measurements approx. Buyer to verify. www.SunshineCoastHomes.com. Remarks:</p>																																			
<p>"Bring Your Plans!" Located near Pender Hill Park and Lee Bay Beach, this fully serviced building lot offers great value in a growing community. Set amongst fabulous homes in one of the finest established subdivisions in Garden Bay - Daniel Point - this .54 acre lot is perfect for a weekend retreat or full time home. The area offers great golfing, kayaking, flat level walks, village shops and friendly people. It's a great way into the exciting Sunshine Coast Real Estate market. Call today for an information package or to arrange for a personal tour.</p>																																			

LND Full Realtor The enclosed information, while deemed to be correct, is not guaranteed. 07/19/2019 11:24 AM
 PREC* indicates 'Personal Real Estate Corporation'.

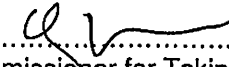

Active R2102984 Board: V, Land Only Other:	Lot 137 LEE ROAD Sunshine Coast Pender Harbour Egmont VON 1S1	\$89,000 (LP) (SP)											
	Days on Market: 1056	List Date: 8/18/2016	Expiry Date: 7/31/2019										
	Previous Price: \$99,000	Original Price: \$99,000	Sold Date:										
Frontage:	Subdiv/Complex: Daniel Point Estates												
Meas. Type: Feet	P.I.D.: 026-169-436												
Frontage Metric:	Taxes: \$675.26												
Depth:	For Tax Year: 2016												
Price/SqFt:	Zoning: R1A												
Sub-Type:	Rezoneable?:												
Exposure: West	Flood Plain:												
Permitted Use:		<table border="1"> <tr><th colspan="2">Lot Area</th></tr> <tr><td>Acres:</td><td>0.55</td></tr> <tr><td>Hect:</td><td>0.22</td></tr> <tr><td>SqFt:</td><td>23,907.00</td></tr> <tr><td>SqM:</td><td>2,221.03</td></tr> </table>		Lot Area		Acres:	0.55	Hect:	0.22	SqFt:	23,907.00	SqM:	2,221.03
Lot Area													
Acres:	0.55												
Hect:	0.22												
SqFt:	23,907.00												
SqM:	2,221.03												
Title to Land: Freehold NonStrata													
Tour:													
View - Specify													
Sanitary Sewer: At Lot Line	Property Access: Road Access												
Storm Sewer: None	Parking Access:												
Water Supply: City/Municipal	Fencing:												
Electricity: At Lot Line	Property In ALR/FLR:												
Natural Gas: Not Available	Seller's Interest: Registered Owner												
Telephone Service: At Lot Line	Information Pkg: Yes												
Cable Service: At Lot Line	Sign on Property:												
Prospectus: Not Required	Sketch Attached: Yes												
Develop Permit: No	Property Disclosure: Yes												
Bldg Permit Apprv: No	Trees Logged: Yes												
Building Plans: Not Available	Perc Test Avail:												
	Perc Test Date:												
Legal: PL BCP15556 LT 137 DL 3923 LD 36													
Site Influences: Golf Course Nearby, Marina Nearby, Recreation Nearby, Rural Setting													
Restrictions: Mandatory Building Scheme													
Commission: 3.255%													
List Broker 1: Royal LePage Sussex - Office: 604-885-3295	Appointments: Phone L.R. First												
List Sales Rep 1: Dave Milligan - Phone: 604-885-5414	Call: DAVE												
List Sales Rep 2:	Phone: 604-885-5414												
List Broker 2:													
List Sales Rep 3:													
Sell Broker 1:													
Sell Sales Rep 1:													
Sell Broker 2:													
Sell Sales Rep 2:													
Owner: All Canadian Investment Corporation													
Realtor Remarks: Commission is 3.255% of the 1st \$100K & 1.1625% on the balance with 1st physical introduction otherwise \$500.00. All measurements approx. w/buyer to verify if deemed important. *No Touchbase Pls* www.sunshinecoasthomes.com													
Affordable Daniel Point Estates Great price point to get into the recreational property market! Affordable .54 acre lot in a prestigious neighborhood of fine homes - bring your get-away home or cottage ideas or, hold as investment. The services ready at the lot line. Garden Bay is home to fantastic outdoor adventuring and the quaint seaside community offers every amenity including dining, shopping, liquor store and marina.													

LND Full Realtor

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

07/19/2019 10:28 AM

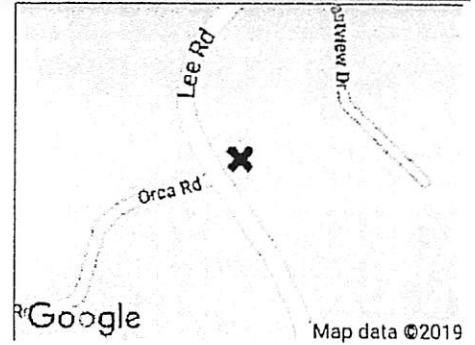
This is Exhibit "H" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 22nd day of July, 2019


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


PROPERTY HISTORY DETAIL

Address
 Lot 137 LEE ROAD
 Garden Bay, BC V0N 1S1

ML #R2102984

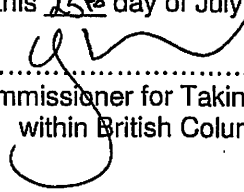


ML # R2102984		Class Land	List Date 8/18/2016	CDOM 1056	DOM 1056		
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
01/25/2019 12:03:04 PM	List Price	Active	\$89,000	Dave Milligan	Royal LePage Sussex		
09/04/2018 3:03:10 PM	Status	Active	\$99,000	Dave Milligan	Royal LePage Sussex		
09/01/2018 1:11:56 AM	Status	Expired	\$99,000	Dave Milligan	Royal LePage Sussex		
03/07/2017 2:31:00 PM	Status	Active	\$99,000	Dave Milligan	Royal LePage Sussex		
03/01/2017 12:11:00 AM	Status	Expired	\$99,000	Dave Milligan	Royal LePage Sussex		
08/23/2016 11:27:00 AM	First Recorded Entry	Active	\$99,000	Dave Milligan	Royal LePage Sussex		

ML # V785722		Class Residential Detached	List Date 8/28/2009	DOM 185			
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
03/01/2010 5:00:00 PM	Status, Title to Land	Expired	\$199,000	Dave Milligan	RE/MAX Oceanview Realty		
09/04/2009 1:48:00 PM	First Recorded Entry	Active	\$199,000	Dave Milligan	RE/MAX Oceanview Realty		

ML # V672300		Class Land	List Date 10/3/2007	DOM 180			
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
03/31/2008 6:09:00 PM	Status, Title to Land	Expired	\$115,000	Alan Stewart PREC*	RE/MAX Oceanview Realty		
10/04/2007 10:25:00 AM	First Recorded Entry	Active	\$115,000	Alan Stewart PREC*	RE/MAX Oceanview Realty		

This is Exhibit "I" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019


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



July 19, 2019

To: Watson Geopel LLP
1200 – 1075 West Georgia St.,
Vancouver, B.C.
V6E 3C9

Attn: Yianni Pappas-Acreman

Re: **Lot 137 Lee, Garden Bay, B.C.**

Dear Mr. Pappas-Acreman,

As per your request, the following summarizes the listing and marketing history on the above-noted property:

MLS History:

- The property has been listed on and off the Multiple Listing Service since October 4, 2007 to present day. From August 23, 2016 to present, this property was primarily actively listed, with two expiries lasting a matter of days to erase the Days on Market and freshen up the listing. The current listing (**ML#R2102984**) received an offer of \$60,000.00 on March 31, 2017 which the Buyer was not willing to negotiate a counter offer by Seller. In June of 2019, the property had multiple offers, one by the Buyer from March 2017 offering \$70,000, which was countered and this Buyer declined to continue with negotiations. The second offer (the present offer) began at \$74,000.00 and was countered and accepted June 21, 2019 at \$76,000.00.

Price Listing History:

- Attached please find a detailed Property History Detail outlining pricing over this listing's course of active history on MLS.

Advertising:

- Advertised continually on www.sunshinecoasthomes.com
- Advertised continually on www.royallepagesussex.com/offices/sechelt/
- Advertised continually on www.realtylink.org
- Promotional posts on Facebook for SunshineCoastHomes.com
- Advertised monthly in display advertising in the Sunshine Coast Real Estate Guide

- "For Sale" signage on Lot 137 Lee Road Realtor contact information for drive by showings.
- Advertised often in weekly display advertising in Coast Reporter – Realty Section
- Advertised continually in window display sheet format in Royal LePage Sussex Sechelt & Pender Harbour locations and Garden Bay area kiosk.

Showings:

This property has been shown numerous times by the Listing Realtor(s), as well as by other Realtors representing their buyers. This property received the maximum exposure and was accessible to view throughout the course of its active listing history.

We continue to actively market this property and coordinate viewings despite it being under offer, and will continue to do so up to the date of Application to Court for an Order approving the proposed sale.

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

Best regards,



Dave Milligan, REALTOR

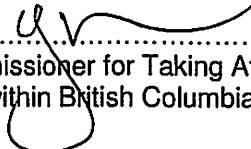
www.SunshineCoastHomes.com

Royal LePage – Sussex Sechelt, Gibsons & Pender Harbour

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

1.800.792.7719 | 604.885.5414 | Pender Harbour 604.883.9212 | Fax: 604.883.9524

This is Exhibit "J" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 23rd day of July, 2019

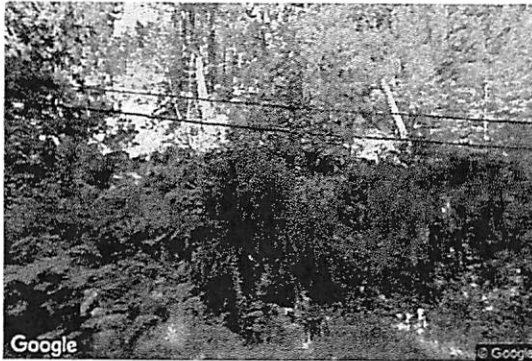

.....
A Commissioner for Taking Affidavits
within British Columbia



The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

Sechelt Rural (746) - 06165.520

Area-Jurisdiction-Roll: 08-746-06165.520



Total value \$104,000

2019 assessment as of July 1, 2018

Land	\$104,000
Buildings	\$0
Previous year value	\$83,700
Land	\$83,700
Buildings	\$0

Property Information

Year built	
Description	Vacant Residential Less Than 2 Acres
Bedrooms	
Baths	
Carports	
Garages	
Land size	23907 Sq Ft
First floor area	
Second floor area	
Basement finish area	
Strata area	
Building storeys	
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

Lot 137 Plan BCP15556 District Lot 3923 Land District 1 Land District 36
 PID: 026-169-436

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
 Length
 Total area

Register with BC Assessment



Search properties on a map



Store and access favourite properties across devices

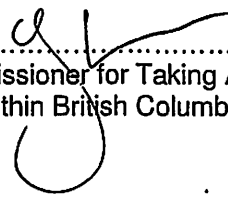


Compare property information and assessment values



View recently viewed properties

This is Exhibit "K" referred to in the
Affidavit of David Milligan,
Sworn before me at Vancouver, British Columbia
this 22nd day of July, 2019


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

Willamette Real Estate Services, Inc. 1250 NE Oregon Street, Suite 200, Portland, OR 97232

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

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

- 1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
- 2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
- 1. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgage on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open on Saturdays.

- 1. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensee for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
- 1. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachment on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
- 1. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller	Costs to be Borne by the Buyer
Lawyer or Notary Fees and Expenses: - attending to execution documents. Costs of clearing title, including:- investigating title, - discharge fees charged by encumbrance holders, DB - prepayment penalties. Real Estate Commission (plus GST). Goods and Services Tax (if applicable).	Lawyer or Notary Fees and Expenses: - searching title, - drafting documents. Land Title Registration fees. Survey Certificate (if required). Costs of Mortgage, including: - mortgage company's Lawyer/Notary.
	- appraisal (if applicable) - Land Title Registration fees. Fire Insurance Premium. KV Sales Tax (if applicable). Property Transfer Tax. Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

- 1. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
- 1. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
- 1. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve) Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
- 10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
- 11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
- 12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.



THE CANADIAN BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal LePage Sussex DATE: June 19, 2019
 ADDRESS: 12874 Madeira Park Road Madeira Park PC: V0N 2H0 PHONE: (604) 883-9525
 PREPARED BY: Dave Milligan MLS® NO: R2102984

SELLER: <u>All Canadian Investment Corporation</u>	BUYER: <u>Konstantin Vashev</u>
SELLER: _____	BUYER: _____
ADDRESS: <u>Lot 137 LEE ROAD</u>	ADDRESS: <u>608 Ginger Drive</u>
_____	_____
Garden Bay PC: <u>V0N 1S1</u>	New Westminster PC: <u>V3L 5L1</u>
PHONE: _____	PHONE: _____
_____	OCCUPATION: _____

PROPERTY:

Lot 137 LEE ROAD

UNIT NO.	ADDRESS OF PROPERTY	_____
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<u>Madeira Park</u>	<u>V0N 2H0</u>
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CITY/TOWN/MUNICIPALITY	POSTAL CODE
------------------------	-------------

<u>026-169-436</u>	_____
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PID	OTHER PID(S)
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<u>PL BCP15556 LT 137 DL 3923 LD 36</u>

LEGAL DESCRIPTION

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

1. **PURCHASE PRICE:** The purchase price of the Property will be _____
 _____ ^{Six} Seventy-Four Thousand [KV] [DB] _____
 _____ DOLLARS \$ 74,000.00 \$76,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 4,000.00 which will form part of the Purchase Price, will be paid within **24 hours of acceptance** unless agreed as follows: Upon final subject removal by way of bank draft

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.

<u>[KV]</u>	<u>[DB]</u>	_____	_____
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INITIALS

Lot 137 LEE ROAD
PROPERTY ADDRESS

Madaira Park

VON 2H0

PAGE 2 of 6 PAGES

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

Subject to the Buyer arranging suitable financing on or before July 5, 2019. This condition is for the sole benefit of the Buyer.

Subject to the Buyer, on or before July 5, 2019 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 July 5, 2019 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.

Subject to the Buyer on or before July 5, 2019 contacting for and being satisfied with cost associated with prepping the lot for building with a machine operator. 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 GST due by the Buyer at closing on this transaction.
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.

Subject to Court Approval of this offer, on or before August 2, 2019. This subject is for the sole benefit of the Seller.

[KV] [DB]

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*.

[KV] [DB] [] []
INITIALS

Lot 137 LEE ROAD Madeira Park VON 2H0 PAGE 3 of 6 PAGES
PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on July 25 August 16 [KV] [DB], yr. 2019
(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
[KV] July 25 August 16, yr. 2019 (Possession Date) OR, subject to the following existing tenancies, if any:
[DB]

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 July 25 August 16 [KV] [DB] yr. 2019 (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:
Raw land

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 June 15 yr. 2019

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive 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 cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

[KV] [DB] [] []
INITIALS

Lot 137 LEE ROAD

Madeira Park

VON 2H0

PAGE 4 of 6 PAGES

PROPERTY ADDRESS

- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
 - A. for all purposes consistent with the transaction contemplated herein:
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

KV	DB		
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INITIALS

Lot 137 LEE ROAD

Madaira Park

V0N 2H0

PAGE 5 of 6 PAGES

PROPERTY ADDRESS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and 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.

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

DB	
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INITIALS

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with Dave J. Milligan (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to Royal LePage Sussex (Brokerage).

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INITIALS

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ (Brokerage).

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INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated _____.

KV	
----	--

INITIALS

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

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INITIALS

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

KV	DB		
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INITIALS

Lot 137 LEE ROAD
PROPERTY ADDRESS

Madreia Park

V0N 2H0

PAGE 6 of 6 PAGES

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 6.00 o'clock p. m. on

June 20 ~~20~~ 21st, yr. 2019 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

<u>X</u> WITNESS	<u>Konstantin Vashev</u> BUYER <small>Authenticator SEAL 2019 1:18:45 AM EDT</small>	<u>Konstantin Vashev</u> PRINT NAME
<u>X</u> WITNESS	BUYER	PRINT NAME

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 KV INITIALS No INITIALS

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 June 21, yr. 2019

The Seller declares their residency:

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

<u>X</u> WITNESS	<u>Don Bergman</u> SELLER <small>Authenticator SEAL 2019 6:31:48 PM EDT</small>	<u>All Canadian Investment Corpor</u> PRINT NAME
<u>X</u> WITNESS	SELLER	PRINT NAME

*PREC represents Personal Real Estate Corporation

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



CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS# NO.: R2102984

DATE: July 5, 2019

PAGE 1 of 1 PAGES

Lot 137 LEE ROAD Madeira Park VON 2H0
RE: ADDRESS

PL BCP15556 LT 137 DL 3923 LD 36

LEGAL DESCRIPTION:

026-169-436
PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June 19, 2019

MADE BETWEEN Konstantin Vassey AS BUYER, AND All Canadian Investment Corporation AS SELLER AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

To remove the following subjects;

Subject to the Buyer arranging suitable financing on or before July 5, 2019. This condition is for the sole benefit of the Buyer.

Subject to the Buyer, on or before July 5, 2019 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 July 5, 2019 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.

Subject to the Buyer on or before July 5, 2019 contacting for and being satisfied with cost associated with prepping the lot for building with a machine operator. This condition is for the sole benefit of the Buyer.

All other terms and conditions remain in full force and effect. Time will remain of the essence.

X	Authentisign <i>Konstantin Vassey</i>	SEAL	Konstantin Vassey
WITNESS	BUYER		PRINT NAME
X	7/5/2019 6:01:47 PM EDT	SEAL	
WITNESS	BUYER		PRINT NAME
X		SEAL	All Canadian Investment Corporati
WITNESS	SELLER		PRINT NAME
X		SEAL	
WITNESS	SELLER		PRINT NAME

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TITLE SEARCH PRINT

File Reference:
Declared Value \$75800

2019-06-17, 11:18:43
Requestor: Dave Milligan

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

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA4598537
From Title Number CA3952321

Application Received 2015-08-11

Application Entered 2015-08-17

Registered Owner in Fee Simple
Registered Owner/Mailing Address: ALL CANADIAN INVESTMENT CORPORATION, INC.NO. BC0570425
825 LAKESHORE DRIVE SW
SALMON ARM, BC
V1E 1E4

Taxation Authority North Shore - Squamish Valley Assessment Area
Pender Harbour Fire Protection District

Description of Land
Parcel Identifier: 026-169-436
Legal Description:
LOT 137 DISTRICT LOT 3923 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP15556

Legal Notations NONE

[KV]

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

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

TITLE SEARCH PRINT

File Reference:
Declared Value \$75800

2019-06-17, 11:18:43
Requestor: Dave Milligan

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:	COVENANT
Registration Number:	BX105640
Registration Date and Time:	2005-01-24 12:38
Registered Owner:	SUNSHINE COAST REGIONAL DISTRICT AND THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks:	INTER ALIA

[KV]

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	BX409575
Registration Date and Time:	2005-02-03 10:35
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



PROPERTY DISCLOSURE STATEMENT LAND ONLY



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

Date of disclosure: August 18, 2016

Sussex


The following is a statement made by the seller concerning the Land located at:

ADDRESS: Lot 137 Lee Road Garden Bay V0N 1S1 (the "Land")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "do not know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.

THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.

1. LAND	YES	NO	DO NOT KNOW	DOES NOT APPLY
	A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?			X
B. Are you aware of any past or present underground oil storage tank(s) on the Land?			X	X
C. Is there a survey certificate available?			X	X
D. Are you aware of any current or pending local improvement levies/charges?			X	X
E. Have you received any other notice or claim affecting the Land from any person or public body?			X	X
F. Is the Land managed forest lands?			X	X
G. Is the Land in the Agricultural Land Reserve?			X	X
H. Are you aware of any past or present fuel or chemical storage anywhere on the Land?			X	X
I. Are you aware of any fill materials anywhere on the Land?			X	X
J. Are you aware of any waste sites, past or present, excluding manure storage anywhere on the Land?			X	X
K. Are you aware of any uncapped or unclosed water wells on the Land?			X	X
L. Are you aware of any water licences affecting the Land?			X	X
M. Has the Land been logged in the last five years?			X	X
(i) If yes, was a timber mark/licence in place?			X	X
(ii) If yes, were taxes or fees paid?			X	X
N. Is there a plot plan available showing the location of wells, septic systems, crops etc.			X	X
2. SERVICES				
A. Indicate the water system(s) the Land uses: Municipal <input type="checkbox"/> Community <input type="checkbox"/> Private <input type="checkbox"/> Well <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____				
B. Are you aware of any problems with the water system?			X	
C. Are records available regarding the quantity and quality of the water available?			X	
D. Indicate the sanitary sewer system the Land is connected to: Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected <input type="checkbox"/> Other _____				
E. Are you aware of any problems with the sanitary sewer system?				
F. Are there any current service contracts (i.e., septic removal or maintenance)?				
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				

 JCV
INITIALS

August 18, 2016

DATE OF DISCLOSURE

PAGE 2 of 2 PAGES

ADDRESS: Lot 137 Lee Road

Garden Bay

VON IS1

3. BUILDING: (Not Applicable)	Garden Bay		VON IS1	
	YES	NO	DO NOT KNOW	DOES NOT APPLY
4. GENERAL:				
A. Are you aware if the Land has been used as a marijuana grow operation or to manufacture illegal drugs?				
B. Are you aware of any material latent defect as defined in the Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?				
C. Are you aware if the property, or any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the Heritage Conservation Act or under municipal legislation?				

For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

- (a) a defect that renders the real estate
 - (i) dangerous or potentially dangerous to the occupants
 - (ii) unfit for habitation

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary.)

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

X [Signature]

SELLER(S)

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____ The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Land and, if desired, to have the Land inspected by a licensed inspection service of the buyer's choice.

Konstantin Vassev

BUYER(S)

BUYER(S)

The seller and the buyer understand that neither the listing nor selling agencies or their representatives warrant or guarantee the information provided about the Land.

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