



This is the 11th Affidavit
of Donald Bergman in this case and
was made on April 24, 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, Donald Bergman, of Suite 2-781 Marine Park Drive, Salmon Arm, British Columbia,
Businessman, AFFIRM THAT:

1. I am the sole director and the president of the Petitioner, All Canadian Investment Corporation, and as such have personal knowledge of the facts hereinafter deposed, except where such facts are stated to be based upon information and belief and where so stated I do verily believe the same to be true. I swear this Affidavit in support of the Petitioner's application to extend the Stay Period to September 12, 2019.
2. I have previously sworn ten (10) affidavits in these proceedings being:
 - (a) Affidavit #1 sworn November 7, 2017;
 - (b) Affidavit #2 sworn November 30, 2017;

- (c) Affidavit #3 sworn January 19, 2018;
 - (d) Affidavit #4 sworn March 1, 2018;
 - (e) Affidavit #5 sworn April 6, 2018;
 - (f) Affidavit #6 sworn June 7, 2018;
 - (g) Affidavit #7 sworn August 29, 2018;
 - (h) Affidavit #8 sworn August 31, 2018;
 - (i) Affidavit #9 sworn November 6, 2018; and
 - (j) Affidavit #10 sworn January 25, 2019.
3. As stated in the Petition and in previous Affidavits, the Petitioner has sought protection pursuant to the Companies' Creditors Arrangement Act ("CCAA") in order to develop a plan of compromise or arrangement (a "Plan") to present to its stakeholders that will involve a fair, controlled and orderly wind-down of its business operations, with the assistance and oversight of the Monitor. Given the nature of the security underpinning the Loan Portfolio the Petitioner remains of the view that an orderly realization of security is likely to produce a greater financial recovery for stakeholders than an expedited sales or litigation process.

History of proceedings

4. An initial order was granted on November 10, 2017 (the "Initial Order").
5. On November 9, 2018, the Honourable Mr. Justice Walker ordered the Monitor to assume responsibility for management and decision-making authority over the Petitioner's operations. That order provided that the Petitioner would retain possession and control of its property and business, but the Monitor assumed effective control of its operations.

6. From November 9, 2018 to November 16, 2018, I and other staff of the Petitioner met with John McEown as representative of the Monitor at the Petitioner's office at Salmon Arm. To the best of my knowledge, we provided the Monitor with all documents regarding the Petitioner's business operations.
7. Since November 9, 2018, I and the Petitioner's other staff have provided the Monitor with additional documents from time to time as they come into our possession.
8. Since November 9, 2018, I have been involved in the Petitioner's business operations, but only to the extent requested by the Monitor and with the Monitor's oversight. Typical activities that I conduct on the Petitioner's behalf include the following:
 - (a) assisting the Monitor to respond to third parties' requests for information about the Petitioner;
 - (b) assisting the Monitor to assess and respond to prospective offers to realize on the Petitioner's assets;
 - (c) assisting the Monitor to obtain information from the Petitioner's borrowers, their representatives and related persons;
 - (d) assisting the Monitor to negotiate with the Petitioner's borrowers to obtain additional security, arrange for property sales listings, and to make similar arrangements; and
 - (e) other similar activities to assist the Monitor when requested.
9. The Initial Order has been extended on various occasions, most recently on January 23, 2019 by Order of the Honourable Mr. Justice Walker (the "January Order") where the stay of proceedings was extended to May 3, 2019.
10. Since the January Order, the Petitioner has acted at the Monitor's direction to administer and report on the Loan Portfolio, monitor its borrowers, investments

and real properties, advance an application to determine the status of its preferred shareholders and otherwise fulfill its obligations pursuant to the Initial Order.

11. As I will outline below, since the January Order, the Petitioner has:
 - (a) filed a Notice of Application seeking to determine the status of its preferred shareholders, and clarified the appropriate procedures in connection with that application;
 - (b) worked with the primary borrower of the Loan Portfolio to arrange for appropriate security for the Loan Portfolio assets, including registrable mortgages and an irrevocable direction to pay, and made appropriate arrangements for registration;
 - (c) cooperated with borrowers to arrange for the sale of a commercial property and one residential strata unit securing Loan Portfolio assets, and instructed borrowers regarding necessary terms and conditions, appropriate counter-offers, and closing arrangements; and
 - (d) continued to supervise sale listings, conditional sale offers, and closing arrangements for properties which stand as security for loans in the Loan Portfolio.

Real Property Assets

12. In addition to the Loan Portfolio, the Petitioner's assets include certain parcels of real property which were transferred to Petitioner by borrowers in consideration for forgiveness of certain loan obligations. These assets are described more fully in my previous Affidavit #8 and Affidavit #9 filed in these proceedings, including:
 - (a) two oceanview/waterfront properties located on Packalen Boulevard in Pender Harbour, British Columbia (the "Packalen Boulevard Properties"); and

- (b) a single property located on Lee Road, Garden Bay, Pender Harbour, British Columbia (the “Garden Bay Property”).
13. The Petitioner, at the Monitor’s direction, regularly monitors the sales listings for the Packalen Boulevard Properties and the Garden Bay Property and from time to time discusses these listings with its realtor, Dave Milligan of Royal LePage Sussex.
 14. On or about November 30, 2018, the Petitioner instructed its realtor to reduce the listing for Lot 4 of the Packalen Boulevard Properties (“Lot 4”) from a listed price of \$799,000 to a revised price of \$749,000. This revised listing price was recommended by the Petitioner’s realtor based on various factors, including its review of competing property listings, and a generally slow market in the area which had only seen two sales in the \$750,000 to \$800,000 price range from January 2018 to November 2018.
 15. Attached and marked as **Exhibit “A”** to this Affidavit is a true copy of the Amendment of Exclusive Listing Contract between the Petitioner and Royal LePage Sussex dated November 30, 2018, revising the listing price for Lot 4.
 16. In February 2019, the Petitioner (in consultation with the Monitor) reviewed its real property assets and discussed the listing of these properties with its realtor.
 17. The Petitioner’s realtor recommended that the Petitioner list Lot 6 of the Packalen Boulevard Properties (“Lot 6”) for sale at \$1,149,000. This listing price was recommended by the Petitioner’s realtor based on various factors, including its review of Lot 6’s 2019 assessment value, which increased from \$1,257,000 to \$1,340,000, and the time of year, given that historically, market activity in the area increases around May.
 18. Attached and marked as **Exhibit “B”** to this Affidavit is a true copy of the letter from Dave Milligan of Royal LePage Sussex dated February 11, 2019, recommending a listing price of \$1,149,000 for Lot 6.

19. Attached and marked as **Exhibit "C"** to this Affidavit is a true copy of the Multiple Listing Contract between the Petitioner and Royal LePage Sussex dated February 20, 2019, for the listing of Lot 6.
20. The Petitioner has continued to market its remaining real property assets, regularly communicate with real estate agents and potential purchasers, and monitor changes to the real estate market and comparable sale listings in the vicinity of these assets.

Developments with the Loan Portfolio since the January Order

21. Since the Initial Order the Petitioner has been taking steps to deal with the loans comprising the Loan Portfolio with a view to realizing on those loans and using such funds to repay its stakeholders through an orderly wind down process. These efforts are outlined in my previous affidavits filed in these proceedings, most recently my Affidavit #8 and Affidavit #9. The Monitor has been kept apprised of all developments that have occurred, and since November 9, 2018, the Petitioner has acted at the Monitor's direction.
22. As set out in my previous Affidavits, each of the loans comprising the Loan Portfolio is unique, and each raises different considerations. The Petitioner continues to deal with each of them on an individual basis, sometimes seeking enforcement of security, and sometimes cooperating with borrowers to facilitate repayment.
23. Several of the key developments are outlined below.

The Censorio Group Loans

24. As set out in my previous affidavits, the Censorio Group is a group of corporate entities which are involved in a number of real property development projects in the lower mainland. The loans advanced to the Censorio Group represent a significant portion of the Loan Portfolio. In my Affidavit #6 I provided a detailed

analysis of the various loans related to the Censorio Group, which was updated in my Affidavit #9.

25. The Petitioner and its legal counsel have been in regular contact with Peter Censorio and representatives of the Censorio Group companies regarding each Loan Portfolio asset related to these entities, the applicable security, and cash flow concerns.
26. The major updates to the security over the Censorio Group Loan Portfolio assets and certain specific Censorio Group loans are set out below.

Censorio Group Security

27. In late April 2019, after prolonged negotiations, the Petitioner arranged for the Censorio Group to execute registrable mortgages to secure the following Loan Portfolio assets:
 - (a) the Altezza loan, secured by commercial units in a mixed use property at 4702 to 4712 Hastings St, Burnaby, B.C.;
 - (b) the Beta loan, secured by a commercial rental property at 4717 and 4725 Hastings St., Burnaby, B.C.;
 - (c) the Sperling loan, secured by a commercial property located at 6715 Hastings St., Burnaby, B.C.; and
 - (d) the Carleton loan, secured by a mixed use development project at 4223 Hastings St., Burnaby, BC expected to complete in May or June 2019 at the earliest, and an irrevocable direction to pay the proceeds of sale or refinancing of that property to the Petitioner.
28. As of the swearing of this Affidavit #11, the Petitioner's legal counsel holds the registrable mortgages for the Altezza property and Beta property loans in hand, and is in the process of arranging registration. The Censorio Group's legal counsel holds the registrable mortgages for the Sperling property and Carleton

property mortgages in hand on conditions agreed to by the Petitioner and the Monitor.

The Agnes & Elliot Loan

29. Agnes & Elliot is a high rise condominium development located at 132 Agnes Street, New Westminster, BC. This property and the corresponding Loan Portfolio assets are described in my Affidavit #9. In brief, the Petitioner has commenced foreclosure proceedings and obtained an Order Nisi and an Order for conduct of sale with respect to four residential strata units, one of which was sold with the proceeds paid into court.
30. In January 2019, at the Monitor's direction, the Petitioner listed the remaining three strata units with a new realtor, Ryan Eagleton of Re/Max Sabre Realty Group.
31. Attached and marked as **Exhibit "D"** to this Affidavit is a true copy of the Multiple Listing Contract between the Petitioner and Re/Max Sabre Realty Group Sussex dated January 24, 2019, for the listing of 1406 – 188 Agnes Street, New Westminster, B.C.
32. Attached and marked as **Exhibit "E"** to this Affidavit is a true copy of the Multiple Listing Contract between the Petitioner and Re/Max Sabre Realty Group Sussex dated January 24, 2019, for the listing of 1703 – 188 Agnes Street, New Westminster, B.C.
33. Attached and marked as **Exhibit "F"** to this Affidavit is a true copy of the Multiple Listing Contract between the Petitioner and Re/Max Sabre Realty Group Sussex dated January 24, 2019, for the listing of 1801 – 188 Agnes Street, New Westminster, B.C.
34. Unit 1406 is subject to a binding contract of purchase and sale. The prospective purchaser removed all the purchaser's subject conditions on February 27, 2019.

The Petitioner has applied to the court for approval of this purchase and sale with the application set to be heard on April 25, 2019.

35. Unit 1703 was recently subject to a contract of purchase and sale, but the prospective purchaser did not remove its subject conditions. Unit 1703 is still listed for sale.
36. The Petitioner and its realtor are currently in back and forth negotiations with a prospective purchaser of unit 1801.

The Beta Loan

37. The Beta property is a commercial rental property located at 4717, 4723 and 4725 Hastings Street, Burnaby, B.C. This property and the corresponding Loan Portfolio assets are described in my Affidavit #9.
38. In my previous Affidavits #6, #8 and #9, I described the previous purchase offers for the Beta property, for which subjects were never removed and the contracts expired.
39. The Beta property essentially consists of three units: office space at 4723 Hastings Street (the "Beta Office"), and two retail or commercial units at 4717 and 4725 Hastings Street (the "Beta Commercial Space").
40. The Beta Office was sold on March 5, 2019 for \$2,100,000. The proceeds were used to completely pay out Blueshore Financial Credit Union, as first priority mortgagee, and to significantly pay down Bancorp Financial Services Inc.'s ("Bancorp") second priority, *inter alia* mortgage over multiple Censorio Group properties. The payment to Bancorp significantly increases the Petitioner's equity in the sales proceeds from the sale of the remaining Censorio Group properties.
41. The Censorio Group has recently received an offer to purchase the Beta Commercial Space. At the Petitioner's instruction, in consultation with the Monitor, the Censorio Group accepted this offer. Subject removal is currently scheduled for April 26, 2019.

42. The Beta Commercial Space is not listed for sale with a realtor. If the outstanding offer is accepted, no realtor fees and commissions will be payable, which will increase the expected equity in the property.
43. The Petitioner is working with the Censorio Group to monitor this property sale and, if the sale does not complete, the Petitioner will instruct the Censorio Group to list this property for sale.

The Carleton Development Project

44. In my Affidavits #6, #8 and #9, I provided information relating to the Carleton, which is a mixed use development project located in Burnaby, B.C. Construction was previously scheduled to complete in October 2018. Due to delays, which the Petitioner is currently assessing, construction is currently scheduled to complete later than previously projected.
45. The Petitioner continues to be provided with updated status reports on the budget and quantity surveyor reports relating to the project. The most recent report received by the Petitioner, as of March 26, 2019, indicates an expected completion in May 2019 at the earliest, and is subject to the possibility of additional delays.
46. The Petitioner is monitoring this development project closely, and is negotiating with the Borrower regarding the timing of payments and registration of its security upon substantial completion of construction.

Additional Censorio Group loans

47. The Petitioner, in consultation with the Monitor, has been working with the Censorio Group and its real estate agents on a case-by-case basis regarding the sale and listing for sale of its properties securing the Loan Portfolio.
48. As set out in my Affidavit #9, the Censorio Group does not currently have all properties securing the Loan Portfolio listed for sale. Based on the Petitioner's discussions with representatives of the Censorio Group, the Monitor, and various

realtors, I understand that the Censorio Group continues to believe that there is some risk that a mass, public listing of all Censorio Group properties securing the Loan Portfolio will decrease the value of the properties and thereby reduce the Petitioner's recovery on its equity.

49. The Petitioner has been working the Censorio Group and its realtors to strategically list various Censorio Group properties securing the Loan Portfolio. Based on the recommendations of one of the Censorio Group's realtors, Cushman & Wakefield ULC, the Petitioner instructed the Censorio Group to list the Altezza property at 4704 and 4712 Hastings Street, Burnaby, B.C., and is dealing directly with the Censorio Group's realtors to monitor this property listing.
50. The Petitioner is negotiating with the Censorio Group to effect a broader public listing. Prior to such listing, the Petitioner is dealing directly with the Censorio Group's realtors and other representatives, and is closely monitoring all marketing, sales listings, refinancings, and other relevant activities affecting the Loan Portfolio assets secured by Censorio Group properties.
51. Based on my discussions with representatives of the Censorio Group, I understand that the Censorio Group is communicating with Cushman Wakefield regarding a real estate agent listing arrangement. The Petitioner will review any listing arrangement and continue to monitor the marketing and sale of any properties securing the Loan Portfolio.

Issues to be addressed in advancing these proceedings

52. Since the January Order, the Petitioner has been working with its lawyers to obtain a court determination of the status of its preferred shareholders, to enable it to make a Plan to submit to its stakeholders.

53. On January 25, 2019 the Preferred Shareholders Application was filed to seek orders for the following:
- (a) a declaration that all preferred shareholders' claims are "equity claims" within meaning of the CCAA; and
 - (b) directions for the Petitioner to treat and assess all preferred shareholder claims as equity claims in any Plan.
54. On March 15, 2019, two preferred shareholders of the Petitioner, Hans-Uwe Andresen and Linda Riesterer, brought an application seeking to appoint representative counsel for all preferred shareholders.
55. During March and April 2019, circumstances changed and additional representative counsel were appointed for different shareholder groups.
56. The Petitioner has been actively working to assemble the material requested by representative counsel to assist with a determination of the status of the preferred shareholders, including marketing materials, correspondence with shareholders, shareholder updates affecting redemption rights, instructions to sales agents, financial documents reflecting solvency and financial status, and similar documents.
57. If the extension to the stay period is granted, the Petitioner anticipates that the status of the preferred shareholders will be resolved at the hearing set for three days to commence June 17, 2019.

General

58. I believe that the Petitioner has acted in, and is continuing to act in, good faith and with due diligence. I have attempted to keep the Monitor apprised of all developments with respect to the Real Property and the Loan Portfolio and through the Petitioner's counsel, have provided the Monitor with regular updates and access to all documentation requested.

59. I also believe that granting an extension to the Stay Period will allow sufficient time for the marketing and sales process to be pursued for both the Real Property and real property which stands as security for the Loan Portfolio. If those properties are sold or refinanced then the Petitioner will be in a far better position to present a Plan to its stakeholders and there is likely to be a greater recovery for all involved.
60. I also believe that the status of the Petitioner's preferred shareholders can be resolved at the hearing set to commence June 17, 2019. A determination of the status of the preferred shareholders will substantially determine the claims process and will inform significant portions of the Petitioner's Plan.
61. I understand that the Monitor has been informed of this application to extend the stay period and that it supports the granting of an extension.
62. I swear this Affidavit in support of the Petitioner's application to extend the Stay Period to September 12, 2019.

SWORN BEFORE ME at the City of Salmon)
 Arm, in the Province of British Columbia,)
 this 24th day of April, 2019.)



A Commissioner for taking Affidavits within)
 British Columbia)



 DONALD BERGMAN

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

This is Exhibit "A" referred to in the
Affidavit of Donald Bergman,
Sworn before me at Salmon Arm, British Columbia
this 24th day of April, 2019

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

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





AMENDMENT OF EXCLUSIVE LISTING CONTRACT

Seller(s) All Canadian Investment Corporation

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

Lot 4 PACKALEN BOULEVARD

Garden Bay V0N 1S1 ("the Property")

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

Royal LePage Sussex

NAME OF LISTING BROKERAGE

covering the Property as follows:

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

on May 31st YR 2019

2. Change listing price from \$ 799,000.00 to \$ 749,000.00

3. Change terms to:

4. Hold action until: _____

Reason _____

5. Other changes:

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

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

SIGNED, SEALED AND DELIVERED THIS 30th DAY OF November, YR. 2018.

 Don Bergman 

SELLER'S SIGNATURE

Signatory for All Canadian Investment Corp 

SELLER'S SIGNATURE

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

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This is Exhibit "B" referred to in the
Affidavit of Donald Bergman,
Sworn before me at Salmon Arm, British Columbia
this 24th day of April, 2019



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

ZOË STEVENS
A Notary Public in and for
The Province of British Columbia
#3 - 120 Harbourfront Drive NE
Salmon Arm, BC V1E 2J3

February 11, 2019

Don Bergman
All Canadian Investment Corporation

Dear Don,

RE: 4153 Packalen Boulevard – Lot 6, PID 026-193-019

In considering a price point for listing 4153 Packalen Boulevard at a fair market value, a substantial factor to consider is the current property assessment. The current assessment information shows an increase for the Pender Harbour area, in particular waterfront. The assessed value of this property is presently \$1,340,000, up from \$1,257,000 over the previous year. With this in mind, and to make pricing competitive and attractive, I would recommend starting at a price point of \$1,149,000. We can give it some time at that price point, and depending on the interest shown, be a bit more aggressive with a price reduction to \$1,050,000 sometime in May. Historically, market activity increases in this area around that point.


I welcome your thoughts or comments, and we are prepared to get the listing up and marketing in place as quickly as you dictate.

Best regards,

D. Milligan

Dave Milligan, Realtor
Royal LePage Sussex
12874 Madeira Park Road
Madeira Park, B.C. V0N 2H0

This is Exhibit "C" referred to in the
Affidavit of Donald Bergman,
Sworn before me at Salmon Arm, British Columbia
this 24th day of April, 2019


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

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

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.

It is recommended that the Individual Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: 4153 Packalen Blvd
Garden Bay V0N 1S1
Sales Representative/Broker Name: Dave Milligan Royal LePage Sussex
Date Information Verified/Credit File Consulted: February 4, 2019

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Don Fraser Bergman
2. Address: 11 - 6500 15th Avenue, SW Salmon Arm, B.C., V1E 1R5
3. Date of Birth: January 4, 1950
4. Nature of Principal Business or Occupation: Investment Manager

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

1. Type of Identification Document: BC Drivers License
2. Document Identifier Number: 1283875
3. Issuing Jurisdiction: BC **Country:** Canada
4. Document Expiry Date: January 4, 2022
(must be valid and not expired)

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.

- ☐ Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
 - ☐ **Name of Source:** (must be valid and not expired; must be recent if no expiry date)
 - ☐ **Account Number**:**
- ☐ Verify the individual's name and address by referring to a document or source containing the individual's name and address*
 - ☐ **Name of Source:** (must be valid and not expired; must be recent if no expiry date)
 - ☐ **Account Number**:**
- ☐ Verify the individuals' name and confirm a financial account*
 - ☐ **Name of Source:**
 - ☐ **Financial Account Type:**
 - ☐ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.



Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

☐ Asked unrepresented individual for information to ascertain their identity

☐ Other, explain:

Date on which above measures taken:

2. Reasons why measures were unsuccessful (check one):

☐ Unrepresented individual did not provide information

☐ Other, explain:

B. Verification of Third Parties

NOTE: Only complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, or there is no third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? (check one):

☐ Yes

☒ No

Measures taken (check one):

☒ Asked if client was acting on behalf of a third party

☐ Other, explain:

Date on which above measures taken: February 19, 2019

Reason why measures were unsuccessful (check one):

☐ Client did not provide information

☐ Other, explain:

Indicate whether there are any other grounds to suspect a third party (check one):

☒ No

☐ Yes, explain:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party:

2. Address:

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Incorporation number and place of issue (if applicable):

6. Relationship between third party and client:



Individual Identification Information Record

NOTE: Only complete Sections C and D for your clients.

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☒ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

Medium Risk

- ☐ Explain:

High Risk

- ☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- ☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.



Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

☒ Residential property

☐ Residential property for income purposes

☐ Commercial property

☐ Land for Commercial Use

☐ Other, please specify:

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.



INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT **RESIDENTIAL**

If this disclosure statement is being used for bare land strata, use the Property Disclosure Statement – Strata Properties along with this form.

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
February 19th yr. 2019 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 RESIDENTIAL

PAGE 1 of 3 PAGES



Date of disclosure: February 4, 2019

The following is a statement made by the seller concerning the premises or bare-land strata lot located at:

ADDRESS/BARE-LAND STRATA LOT #: 4153 Packalen Blvd
Garden Bay

VON IS1

(the "Premises")

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?					
B. Are you aware of any existing tenancies, written or oral?					
C. Are you aware of any past or present underground oil storage tank(s) on the Premises?					
D. Is there a survey certificate available?					
E. Are you aware of any current or pending local improvement levies/charges?					
F. Have you received any other notice or claim affecting the Premises from any person or public body?					
2. SERVICES					
A. Indicate the water system(s) the Premises use: Municipal Community Private Well Not Connected Other _____					
B. Are you aware of any problems with the water system?					
C. Are records available regarding the quantity of the water available?					
D. Indicate the sanitary sewer system the Premises are connected to: Municipal Community Septic Lagoon Not Connected 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?					
3. BUILDING					
A. To the best of your knowledge, are the exterior walls insulated?					
B. To the best of your knowledge, is the ceiling insulated?					
C. To the best of your knowledge, have the Premises ever contained any asbestos products?					
D. Has a final building inspection been approved or a final occupancy permit been obtained?					
E. Has the fireplace, fireplace insert, or wood stove installation been approved i.) by local authorities? ii.) received WETT certificate?					
F. Are you aware of any infestation or unrepaid damage by insects or rodents?					
G. Are you aware of any structural problems with any of the buildings?					
H. Are you aware of any additions or alterations made in the last sixty days?					
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?					

DB [] [] []

INITIALS

February 4, 2019

PAGE 2 of 3 PAGES

DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #: 4153 Packalen Blvd

Garden Bay

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3. BUILDING (continued):	YES	NO	DO NOT KNOW	DOES NOT APPLY
J. Are you aware of any problems with the heating and/or central air conditioning system?				
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?				
L. Are you aware of any damage due to wind, fire or water?				
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: _____ years)				
N. Are you aware of any problems with the electrical or gas system?				
O. Are you aware of any problems with the plumbing system?				
P. Are you aware of any problems with the swimming pool and/or hot tub?				
Q. Do the Premises contain unauthorized accommodation?				
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?				
S. Were these Premises constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , within the last 10 years? (If so, attach required Owner Builder Disclosure Notice.)				
T. Are these Premises covered by home warranty insurance under the <i>Homeowner Protection Act</i> ? (Please visit BC Housing's New Home Registry for confirmation on home warranty insurance - https://lms.bchousing.org/LIMSPortal/registry/NewHomes/)				
U. Is there a current "EnerGuide for Houses" rating number available for these premises? i) If yes, what is the rating number? _____ ii) When was the energy assessment report prepared? _____				
4. GENERAL				
A. Are you aware if the Premises has been used to grow marijuana (other than as permitted by law) or to manufacture illegal substances?				
B. Are you aware of any material latent defect as defined in 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, of any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the <i>Heritage Conservation Act</i> 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

[DB] [] [] []

INITIALS

February 4, 2019

PAGE 3 of 3 PAGES

DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #: 4153 Packalen Blvd

Garden Bay

V0N 1S1

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

AS IS, WHERE IS. SELLER HAD NEVER RESIDED ON PROPERTY.

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 property disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

Authentisign
Don Bergman
2019-02-04 2:10:16 PM EST
SELLER(S)

Authorized Signatory for All Canadian Investment Corp.
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 Premises and, if desired, to have the Premises 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 brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the Premises.

*PREC represents Personal Real Estate Corporation

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BC1002 REV. OCT 2018

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WEBForms® Dec/2018



MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO

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

OWNER(S) ("SELLER")
Suite 2 - 781 Marine Park Drive NE

UNIT ADDRESS
Salmon Arm BC V1E 2W7

CITY PROV PC
 TELEPHONE NUMBER CELL NUMBER

AND: Royal LePage Sussex
 ("LISTING BROKERAGE")
12874 Madeira Park Road

UNIT ADDRESS
Madeira Park BC V0N 2H0

CITY PROV PC
(604) 883-9525

TELEPHONE NUMBER CELL NUMBER

1. LISTING AUTHORITY AND TERM:

- A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from February 20 2019 (Effective Date) until 11:59 pm on August 31 2019 (Expiry Date)
- MONTH DAY YEAR MONTH DAY YEAR

unless renewed in writing.

B. The Seller hereby:

- 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;
- authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- 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;
- agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY: 4153 Packalen Blvd

UNIT NO. HOUSE NO. STREET NAME STREET TYPE STREET DIRECTION

Garden Bay V0N 1S1

CITY/TOWN/MUNICIPALITY POSTAL CODE

026-193-019

PID OTHER PID(S)

PL BCP15562, Lot 6, DL 3923, LD 36, Group 1, And An Undivided 3/12th Interest In Lot 7

LEGAL DESCRIPTION

3. TERMS OF SALE:

\$1,149,000.00

LISTING PRICE

TERMS

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

- 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");
- 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
- To make agency disclosures required of the Listing Brokerage.

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ADDRESS

5. LISTING BROKERAGE'S REMUNERATION:

- A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, 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 Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 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.
- C. The Seller agrees 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.
- D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:
- 7% on the first \$100,000 and 2.5% on the balance

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

- (ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:
- 3.255% on the first \$100,000 and 1.1625% on the balance

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.745 % on the first \$100,000 and 1.3375% on the balance

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

- (iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:
- 7% on the first \$100,000 and 2.5% on the balance

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

- E. The Listing Brokerage and the Designated Agent will advise the Seller of any remuneration, other than described in this Clause 5, 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.

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7. DESIGNATED AGENCY:

- A. Subject to Clause 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. 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. 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.

8. THE DESIGNATED AGENT WILL:

- A. Act as the agent of only the Seller with respect to the Property;
- 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, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and *Real Estate Services Act* Rule 3-4;
- 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 this 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, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.

10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
- C. That the Seller has the authority to sell the Property and to enter into this Contract;
- D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- J. That the Property is not currently the subject of any other exclusive listing contract.

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11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in *Real Estate Services Act* Rules 3-3 and 3-4 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with *Real Estate Services Act* Rule 5-18 and may be required to cease providing certain trading services to the Seller;
- E. Despite *Real Estate Services Act* Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

12. CONFLICTS OF INTEREST:

- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with section 5-18 of the *Real Estate Services Act* Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
 - (i) if the Designated Agent ceases to act as agent of such buyer in respect of the Property, the Seller acknowledges and agrees that the Designated Agent may continue to act as agent for such buyer in respect of property other than the Property;
 - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the *Real Estate Services Act* Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
 - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the Seller acknowledges and agrees that the Designated Agent's duties under this Contract and in the *Real Estate Services Act* Rule 3-3(a) (to act in the best interests of the Seller), *Real Estate Services Act* Rule 3-3(f) (to disclose all known material information to the Seller) and the *Real Estate Services Act* Rule 3-3(i) (to take reasonable steps to avoid any conflict of interest) are hereby modified, from and after the date that the Seller executed the Consent Agreement, to enable the Listing Brokerage and the Designated Agent to continue their representation of such buyer and the Seller further acknowledges and agrees that the continued representation of such buyer will not constitute any breach of duty to the Seller by either the Listing Brokerage or the Designated Agent under the *Real Estate Services Act* Rule 3-3 or otherwise, including, without limitation, any breach of fiduciary duty, or any breach of a common law agent's duty of loyalty or contractual or statutory duty.

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 *Privacy Notice and Consent*.
- B. The personal information provided by the 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.

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;

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- (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
 - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
 - (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the *Real Estate Services Act* Rules.
- 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 19 OF February, yr. 2019.

The Seller declares their residency:

RESIDENT OF CANADA

DB

 INITIALS

NON-RESIDENT OF CANADA

 INITIALS
as defined under the *Income Tax Act*.

Authentisign

Don Bergman2/20/2019 2:10:37 PM EST
SELLER'S SIGNATURE**Authorized Signatory for All Canadian**

SELLER'S SIGNATURE

Investment Corporation

WITNESS TO SELLER(S) SIGNATURE(S)

SEAL

SEAL

BROKERAGE APPROVAL
FOR OFFICE USE ONLY**Royal LePage Sussex**

LISTING BROKERAGE (PRINT)

Per: DESIGNATED AGENT'S SIGNATURE

Dave Milligan

DESIGNATED AGENT (PRINT)

SEAL

*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®).

BC2040 REV. DA JUNE 2018-A

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WEBForms® Dec/2018

MULTIPLE LISTING CONTRACT SCHEDULE "A"

4153 Packalen Blvd

Garden Bay

V0N 1S1

PAGE 6 of 6 PAGES

ADDRESS

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

DB			
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INITIALS

Know Your Options as a Real Estate Consumer

Considering a real estate transaction? One of the first decisions you will need to make is whether you should work with a licensed real estate professional who will represent you. Take a moment to read this important consumer protection information from the Real Estate Council of BC.

This form explains the special legal duties that real estate professionals owe to their clients. It will help you choose whether you want to be:

- a **CLIENT** of a real estate professional, who will represent you in the transaction, or
- an **UNREPRESENTED PARTY** with no real estate professional representing you.

Why are you getting this form?

A real estate professional is required to give you this form before working with you, and must explain it to you.

How to use this form:

Read over this information and ask about anything that is not clear to you. You can complete the optional consumer fields to indicate that you've discussed this information with the real estate professional.

What happens next?

After you've reviewed the form and completed the optional consumer fields, the real estate professional must complete and sign it.

Learn more about this form and other information for real estate consumers at www.recbc.ca.

The Benefits of Representation

Many people choose to have a real estate professional represent them in real estate transactions to help them make informed decisions. As a client, you'll benefit from:

Expert advice

In BC, licensed real estate professionals receive specialized training.



Protection

Real estate professionals in BC are licensed under the *Real Estate Services Act*. It is legislation designed to protect the rights of consumers.



Oversight

The Real Estate Council of BC works to ensure real estate professionals are competent and knowledgeable. If you have a concern about a real estate professional, you can file a complaint by visiting our website at www.recbc.ca. We can investigate and discipline individuals for professional misconduct.





What to Expect as a Client

When you become the client of a real estate professional, they owe you special legal duties as your agent:

- ☒ **Loyalty:** they must put your interests first, even before their own.
- ☒ **Avoid conflicts of interest:** they must avoid any situation that would affect their duty to act in your best interests.
- ☒ **Fully disclose relevant information:** they must give you all the facts they know that might affect your decisions.
- ☒ **Protect your confidentiality:** they must not reveal your private information without your permission, such as:
 - your reasons for buying/selling/leasing/renting
 - the minimum/maximum price you are seeking
 - any preferred terms and conditions you may want to include in a contract.

What to Expect as an Unrepresented Party

If you choose not to have a real estate professional represent you, you are an unrepresented party. You are not entitled to the special legal duties a client receives.

- ☒ **No loyalty:** the real estate professionals involved in the transaction are representing clients with competing interests to yours. They must be loyal to their clients, not you.
- ☒ **No duty to avoid conflicts:** no real estate professional is acting in your interests.
- ☒ **No full disclosure:** the real estate professionals involved in the transaction do not have a duty to give you all relevant information.
- ☒ **No confidentiality:** the real estate professionals involved in the transaction must share any information you tell them with their client.

Your Options as a Client

In BC, real estate professionals provide their services through licensed companies known as brokerages. If you decide to become the client of a real estate professional, you will sign an agreement with their brokerage. Depending on how the brokerage operates, you will be represented as a client in one of two ways:

Designated Agency

Your real estate professional will represent you as a "designated agent". Only your designated agent will owe you the legal duties explained above. Your agent must not share your confidential information with others at the brokerage without your permission.

Brokerage Agency

You will be represented by **all** the real estate professionals at the brokerage. They will **all** owe you the legal duties explained above. They must **all** protect your confidential information.

Either way, as a client of a licensed real estate professional you will benefit from expert advice, oversight and protection.

This is Exhibit "D" referred to in the
Affidavit of Donald Bergman,
Sworn before me at Salmon Arm, British Columbia
this 24th day of April, 2019



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

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

DISCLOSURE OF REPRESENTATION IN TRADING SERVICES



REAL ESTATE COUNCIL
OF BRITISH COLUMBIA

This is a disclosure made in compliance with section 5-10 of the Rules under the *Real Estate Services Act*.

Instructions

Consumers: Please complete the optional fields below to indicate that you received this consumer protection information.

After reading this form, if you decide that you do not need a real estate professional to represent you, a real estate professional may be required to present you with the ***Disclosure of Risks to Unrepresented Parties*** form.

Real Estate Professional: Complete and sign to indicate you have provided this disclosure to the real estate consumer. Promptly submit this form to your brokerage.

Mandatory Real Estate Professional Confirmation

I confirm that I have:

- ☒ provided the consumer with the *Disclosure of Representation in Trading Services* form.
- ☐ explained the special legal duties owed by a real estate professional to their client.
- ☐ explained the risks of being an unrepresented party in a real estate transaction.

I confirm that I will (check one):

- ☒ represent the consumer as my **client** under **designated agency**.
- ☐ represent the consumer as my **client** under **brokerage agency**.
- ☐ deal with this consumer as an **unrepresented party**.

Name: Dave Milligan

Brokerage: Royal LePage Sussex

Signature: _____ Date: February 4, 2019

Notes: _____

See next page for Optional Consumer Confirmation.

To help you sell, buy or lease real estate, REALTORS®, brokerages and real estate boards need to collect, use and disclose some of your personal information. This brochure provides you with information about, and obtains your consent to, such information handling practices.

DEFINITIONS

Personal Information means any identifiable information about you, including your name, address, phone number, financial information and may include information about your property (such as listing and selling price, lease rate, listing term, etc.).

REALTOR® means a member of a real estate board, and REALTORS® are also typically licensed under the *Real Estate Services Act*. **Brokerage** refers to the real estate company where your REALTOR® is licensed. The boards are the real estate boards of which the brokerage and the REALTOR® are members. The **Multiple Listing Service® (MLS®) System** comprises a computerized database of real estate listings and sales, operated by the boards in conjunction with The Canadian Real Estate Association.

How is my personal information collected?

Most personal information will be collected directly from you through the contracts and other documents you fill out (e.g., Multiple Listing Contract, Contract of Purchase and Sale, Offer to Lease, seller's Property Disclosure Statement) and through discussions you have with your REALTOR®. Some information may be collected from other sources such as government departments and agencies (e.g., Land Title Offices, BC Assessment), financial institutions and mortgage brokers.

To whom may my personal information be disclosed?

Your information may be disclosed to (or may be accessible by) the boards and their staff and members, other REALTORS® and their clients, government departments and agencies, financial institutions, legal advisors, service providers, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and members of the public, for the purposes described below.

Not all of your information will be accessible to each of the above-mentioned entities. For example, once the listing term has ended, the general public will not have access to your information, unless it is otherwise available through public registries (e.g., Land Title Offices, BC Assessment).

Why is my personal information collected, used and disclosed?

Your personal information may be collected, used and disclosed for some or all of the following purposes:

- To allow members of real estate boards (including REALTORS® and appraisers) to appraise your property.
- To list/market your property on the MLS® System.
- To market your property through any other media (both print and electronic).
- To help you locate a suitable property to buy or lease.
- To facilitate the purchase and sale or lease transaction (by cooperating with financial institutions, legal advisors and government departments and agencies).
- To allow the boards (including REALTORS®) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market

analyses. Information about your property will be retained in the MLS® System for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).

- To enforce codes of professional conduct and ethics for REALTORS® (by cooperating with real estate boards, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and other regulatory bodies).
- To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned collections, uses and disclosures are a necessary part of your relationship with your REALTOR®.

Will my personal information be collected, used and disclosed for any other purposes?

Your personal information may also be collected, used and disclosed for the following additional purposes:

- Your REALTOR® may communicate with you in future to determine whether you require additional real estate services.
- Your REALTOR® may communicate with you to provide information about other products or services that may interest you.
- Other REALTORS® may communicate with you to determine whether you require additional real estate services.
- The boards, REALTORS® and survey firms on their behalf, may communicate with you to determine if you wish to participate in surveys.

These additional purposes are optional. If you do not want your personal information used or disclosed for any of these purposes, please contact your REALTOR® or your REALTOR'S® board's privacy officer.

Contact information for all BC real estate boards can be found at the British Columbia Real Estate Association website: www.bcrea.bc.ca or telephone 604.683.7702.

ACKNOWLEDGEMENT

I/We consent to the collection, use and disclosure of personal information as described in this Privacy Disclosure and Consent brochure.

Don Bergman, Signatory, All Canadian Investment Corp.

PRINT NAME

Don Bergman

SIGNATURE 10:47 PM EST

February 5, 2019

DATE

PRINT NAME

SIGNATURE

DATE

Dave Milligan

DESIGNATED AGENT

Royal LePage Sussex

BROKERAGE

Corporation/Entity Identification Information Record

NOTE: A Corporation/Entity Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate. It is recommended that the Corporation/Entity Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: 4153 Packalen Blvd
 Garden Bay
 V0N 1S1
Sales Representative/Broker Name: Dave Milligan Royal LePage Sussex
Date: February 4, 2019

A.1. Verification of Corporation

NOTE: Either section A.1 or A.2 must be completed for your corporate/entity clients or unrepresented entities that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented entity, complete section A.3 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime, or terrorist activity. Where you are using an agent or mandatary to verify the existence of an entity, see procedure described in CREA's materials on REALTOR Link®.

1. Name of Corporation: All Canadian Investment Corporation
2. Corporate Address: Suite 2 - 781 Marine Park Drive, NE Salmon Arm, B.C., V1E 2W7
3. Nature of Principal Business: Private Lender
4. Name of Directors: As set out in certificate of corporate status or other record confirming corporation's existence.
 Donald Bergman

5. Type and Source of Verification Record:

Must confirm existence of the corporation (e.g., certificate of corporate status, published annual report, government notice of assessment). If record is in paper format, a copy must be kept. If record is an electronic version, a record of the corporation's registration number and type and source of record (e.g., Corporations Canada website) must be kept.

6. Registration number of corporation: BC0570425
7. Attach a copy of corporate records showing authority to bind corporation regarding transaction:
 (e.g., certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation)

A.2. Verification of Other Entity (if applicable)

1. Name of other entity:
2. Address:
3. Nature of Principal Business:
4. Type of Verification Record: Must confirm existence of other entity (e.g., partnership agreement, articles of association).
5. Source of Record: Record may be paper or an electronic version. If record is in paper format, a copy must be kept. If record is an electronic version, a record of the entity's registration number and type and source of record must be kept.
6. Registration number:



1406 188 Agnes Street

New Westminster

V3L 0H6

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ADDRESS

5. LISTING BROKERAGE'S REMUNERATION:

- A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, 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 Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 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.
- C. The Seller agrees 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.
- D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:

7% on the first \$100,000 & 2.5% on the balance

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

- (ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.25% on the first \$100,000 & 1.15% on the balance

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.75% on the first \$100,000 & 1.35% on the balance

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

- (iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:

7% on the first \$100,000 & 2.5% on the balance

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

- E. The Listing Brokerage and the Designated Agent will advise the Seller of any remuneration, other than described in this Clause 5, 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.

[DB] [] [] []

INITIALS

1406 188 Agnes Street

New Westminster

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ADDRESS

7. DESIGNATED AGENCY:

- A. Subject to Clause 7C(iii) the Listing Brokerage designates Ryan Eagleton & Alan Eagleton

(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. 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. 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.

8. THE DESIGNATED AGENT WILL:

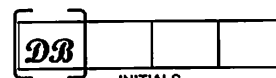
- A. Act as the agent of only the Seller with respect to the Property;
- B. Provide information about the Property to Cooperating Brokerages;
- C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
- D. At the earliest reasonable 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, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and *Real Estate Services Act* Rule 3-4;
- 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 this 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, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.

10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
- C. That the Seller has the authority to sell the Property and to enter into this Contract;
- D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- J. That the Property is not currently the subject of any other exclusive listing contract.

 INITIALS

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New Westminster

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ADDRESS

11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in *Real Estate Services Act* Rules 3-3 and 3-4 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with *Real Estate Services Act* Rule 5-18 and may be required to cease providing certain trading services to the Seller;
- E. Despite *Real Estate Services Act* Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

12. CONFLICTS OF INTEREST:


- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with section 5-18 of the *Real Estate Services Act* Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
 - (i) if the Designated Agent ceases to act as agent of such buyer in respect of the Property, the Seller acknowledges and agrees that the Designated Agent may continue to act as agent for such buyer in respect of property other than the Property;
 - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the *Real Estate Services Act* Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
 - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the Seller acknowledges and agrees that the Designated Agent's duties under this Contract and in the *Real Estate Services Act* Rule 3-3(a) (to act in the best interests of the Seller), *Real Estate Services Act* Rule 3-3(f) (to disclose all known material information to the Seller) and the *Real Estate Services Act* Rule 3-3(i) (to take reasonable steps to avoid any conflict of interest) are hereby modified, from and after the date that the Seller executed the Consent Agreement, to enable the Listing Brokerage and the Designated Agent to continue their representation of such buyer and the Seller further acknowledges and agrees that the continued representation of such buyer will not constitute any breach of duty to the Seller by either the Listing Brokerage or the Designated Agent under the *Real Estate Services Act* Rule 3-3 or otherwise, including, without limitation, any breach of fiduciary duty, or any breach of a common law agent's duty of loyalty or contractual or statutory duty.

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 *Privacy Notice and Consent*.
- B. The personal information provided by the 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.

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;



INITIALS

1406 188 Agnes Street

New Westminster

V3L 0H6

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ADDRESS

- (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
- (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
- (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the *Real Estate Services Act* Rules.

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 24 OF January, yr. 2019.

The Seller declares their residency:

RESIDENT OF CANADA

DB
INITIALS

NON-RESIDENT OF CANADA

INITIALS

as defined under the *Income Tax Act*.

Authentisign

Donald Bergman

SEAL

SELLER'S SIGNATURE

SEAL

SELLER'S SIGNATURE

WITNESS TO SELLER(S) SIGNATURE(S)

BROKERAGE APPROVAL
FOR OFFICE USE ONLY

RE/MAX Sabre Realty Group

SEAL

LISTING BROKERAGE (PRINT)

Per. DESIGNATED AGENT'S SIGNATURE

Ryan Eagleton

DESIGNATED AGENT (PRINT)

*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®).

BC2040 REV. DA JUNE 2018-A

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WEBForms® Dec/2018

MULTIPLE LISTING CONTRACT SCHEDULE "A"

1406 188 Agnes Street New Westminster V3L 0H6 PAGE 6 of 8 PAGES
ADDRESS

- *SUBMIT YOUR LISTING TO THE MULTIPLE LISTING SERVICE
- *KEEP REALTORS FROM OUR OFFICE AND OTHER OFFICES IN THE AREA CONSTANTLY UPDATED AND INFORMED ABOUT YOUR HOME. eg) flyers and an email 'blast'
- *ADVERTISE YOUR HOME WITH A PICTURE, IN THE FOLLOWING PUBLICATION SITES:
 - MLS.CA
 - REMAX-SABRE-BC.COM
 - THEEAGLETONGROUP.COM
 - TWITTER
 - FACEBOOK
 - CRAIGSLIST
 - KIJJI
- *MAKE YOUR HOME EASY TO SHOW THROUGH THE USE OF A LOCK BOX
- *SEND INFORMATION ON YOUR HOME BY EMAIL TO TARGET LEADS
- *QUALIFY ALL PROSPECTIVE PURCHASERS
- *FOLLOW UP WITH ALL PURCHASERS AND REALTORS WHO HAVE SEEN/SHOWN YOUR HOME
- *USE A PROFESSIONAL SIGN
- *ADVISE YOU HOW TO 'PRESENT' YOUR HOME FOR THE BEST RESULTS, AND IF NEEDED PROVIDE A HOME STAGING CONSULTATION
- *REPRESENT YOU DURING NEGOTIATIONS WHEN AN OFFER COMES IN, AND ADVISE YOU AS TO THE OPTIONS AVAILABLE
- *PUT SOLD SIGNS WHEN THE DEAL IS DONE!

DB

INITIALS

ADDENDUM
TO MULTIPLE LISTING CONTRACT made between
ALL CANADIAN INVESTMENT CORPORATION
the party having conduct of sale
pursuant to the Order of Master Muir
made on July 24, 2018 in
Supreme Court of B.C. Action No. H180143, Vancouver Registry, as Seller and
RE/MAX SABRE REALTY GROUP, as Listing Broker

DATE: January 24, 2019

RE: Unit 1406, 188 Agnes Street, New Westminster, BC V3L 0H6

PID: 030-122-406

Strata Lot 98 Block 19 Plan EPS4196 Land District 36

Together with an Interest in the Common Property in Proportion to the Unit
Entitlement of the Strata Lot as Shown on Form V

(the "Lands")

Notwithstanding any term or condition to this Listing Contract, whether contained herein or otherwise, the parties hereto agree as follows:

1. No commission shall be payable by the Lender to the Listing Broker:
 - (a) Unless both of the following events occur:
 - (i) A legally enforceable contract of purchase and sale between the Lender and a buyer, is approved by the Supreme Court of British Columbia (the "Court"); and
 - (ii) Any such sale as approved by the Court, is completed; or
 - (b) On a sale of the Property to the Lender's insurer.
2. No commission shall be payable if:
 - (a) The mortgagor reinstates the Seller's mortgage; or
 - (b) The property is redeemed by the mortgagor or any respondent, through private sale or otherwise, prior to court approval of a sale of the Lands.
3. Notwithstanding that the Listing Contract indicated that a commission shall be payable to the Listing Broker and calculated according to a fixed percentage, the amount of

that commission is subject to the Court Order and the Seller shall not be obligated to pay any commission to the Listing Broker that is not approved by Court Order.

4. The Listing Broker shall ensure that Schedule "A" (in the form attached hereto) is executed by any buyer and attached to and forms part of all offers to purchase or sell the Lands.
5. The attached "Notice to Realtor" shall form part of this Listing Contract.

Witness

**RE/MAX SABRE REALTY
GROUP**, by its authorized signatory



Per: Ryan Eggleton

**ALL CANADIAN INVESTMENT
CORPORATION**, the party
having conduct of sale pursuant to the
Order of Master Muir made on
July 24, 2018 in Supreme Court
of B.C. Action No. H180143,
Vancouver Registry, by its authorized
signatory

Witness

Authenticsign
Donald Bergman

1/24/2018 12:01:52 PM PST

Per: Donald Bergman

NOTICE TO REALTOR

MULTIPLE LISTING CONTRACTS FOR PROPERTIES IN FORECLOSURE

1. A property in foreclosure is listed for sale by Court Ordered Conduct of Sale. Accordingly, **ALL CANADIAN INVESTMENT CORPORATION** is not the vendor or owner of the property, and all offers for purchase of the subject property are subject to Court approval. The Purchaser acknowledges and agrees that All Canadian Investment Corporation acts pursuant to an Order of the Supreme Court of British Columbia granting it conduct of sale, and not in its personal or corporate capacity.
2. Your entitlement to commission is subject to:
 - (a) Court approval of the sale of the subject property;
 - (b) The right of redemption or assignment of the mortgage which is the subject of the above foreclosure proceeding, with no commission payable if the mortgage is redeemed or assigned; and
 - (c) If the subject mortgage is insured, sale of the property to the insurer with no commission payable if the insurer purchases the property.
3. A property in foreclosure is offered for sale "as is" and **ALL CANADIAN INVESTMENT CORPORATION** shall not be liable for any claims arising from the condition of or defects in the subject property.
4. This Listing Agreement does not include any personal property at the subject property.
5. **ALL CANADIAN INVESTMENT CORPORATION** makes no representations or warranties as to the condition of or defects in the subject property, including, without limitation, the presence or absence of urea formaldehyde insulation or asbestos, or any other environmental hazard. In particular, **ALL CANADIAN INVESTMENT CORPORATION** makes no representation as to the state of repair or fitness for occupation in respect of a property which has been used for the production of illegal substances. **YOU ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY ON BEHALF OF ALL CANADIAN INVESTMENT CORPORATION.**

This is Exhibit "E" referred to in the
Affidavit of Donald Bergman,
Sworn before me at Salmon Arm, British Columbia
this 24th day of April, 2019


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

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

SCHEDULE "A"
(Court Approved Sale)

DATE: _____

CONTRACT OF PURCHASE AND SALE RE:

Unit 1406, 188 Agnes Street, New Westminster, BC V3L 0H6, legally described as:

PID: 030-122-406

Strata Lot 98 Block 19 Plan EPS4196 Land District 36

Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V

(the "**Property**")

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase and Sale. Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply. Notwithstanding any term or condition to this Contract of Purchase and Sale whether contained herein or otherwise, on accepting this Contract of Purchase and Sale the parties hereto agree as follows:

1. All references to the Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean All Canadian Investment Corporation (the "**Lender**") pursuant to Court-ordered conduct of sale and not as vendor or owner. The Purchaser acknowledges and agrees that the Lender acts pursuant to Court-ordered conduct of sale, and not in its personal or corporate capacity.
2. The Lender agrees, subject to the other terms of this Contract of Purchase and Sale, to present this Contract of Purchase and Sale to Court for approval and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer accepts the Property "as is, where is" as of the Possession Date and saves the Lender harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Buyer acknowledges and agrees that the Lender makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees

that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Property.

5. With respect to all environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that he is responsible to satisfy himself, and is relying on his own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Buyer and the environmental condition of the Property is otherwise acceptable. "Contaminants" include, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos material, urea formaldehyde, deleterious substances, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, order or other lawful requirements of any governmental authority having jurisdiction over the Property.
6. The Buyer acknowledges and agrees that the assets to be purchased under the Contract of Purchase and sale do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Buyer are taken by him at his own risk completely, without representation or warranty of any kind from the Lender as to the ownership or state of repair of any such personal property or chattels.
7. The Buyer acknowledges and agrees that there will be no adjustments, including but not limited to adjustments for rents or security deposits, made to the purchase price on account of any tenancies assumed by the Buyer.
8. If applicable, notwithstanding s. 109 of the *Strata Property Act*, S.B.C. 1998 c. 43, the Buyer agrees that, the Buyer will be responsible for payment of all special assessments levied prior to the Completion Date that have not been paid, together with all assessments which may be levied and become payable at any time after the Completion Date, whether known or unknown, or anticipated at any time prior. The Lender will only be responsible for payment of monthly maintenance arrears that are due and owing to the subject strata corporation on the Completion Date.
9. The Lender is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or his tenants, guests, assigns, agents or by persons unknown.
10. This Contract of Purchase and Sale is subject to approval by the Supreme Court of British Columbia (the "Court") with the real estate commission in respect of this contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court in the Proceedings. This condition is for the sole benefit of the Lender.
11. The Buyer acknowledges and agrees that the other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Contract of Purchase and Sale and such prospective purchasers may make competing offers which

may be approved by the Court. The Lender may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Lender gives no undertaking to advocate the acceptance of this offer. To protect his interest in purchasing the Property, the Buyer acknowledges and agrees that he should attend at the Court hearing in person or by agent and be prepared there to make such amended or increased offer to purchase the Property as the Court may permit or direct.

12. This Contract of Purchase and Sale may be terminated at the Lender's sole option if at any time prior to Court approval:

- (a) the Lender's Mortgage on title to the Property is redeemed pursuant to the terms of an *order nisi* of foreclosure;
- (b) the Lender's Mortgage on title to the Property is otherwise reinstated or redeemed as may be permitted by the Court; or
- (c) the Lender determines it is inadvisable to present this Contract of Purchase and Sale to the Court,

and in any such event the Lender shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Lender.

13. The Buyer acknowledges and agrees that he is purchasing title in the Property free and clear of all encumbrances of the parties to the proceedings concerning the Property brought by the Lender in the Supreme Court of British Columbia in accordance with such vesting order as may be made in the said proceedings 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 favor of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.

14. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Lender may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to the Lender on account of damages, and not in substitution therefore, without prejudice to the Lender's other remedies.

15. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.

16. The Purchase Price does not include Good and services Tax or Harmonized Sale Tax, if any, which shall be payable by the Buyer.

17. The Lender may, at its sole discretion, extend the Completion Date by up to 10 days.

18. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Lender as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Lender may have at law or in equity against the Buyer. In accordance with s. 30(i)(g) and 30(2)(b) of the *Real Estate Services Act*, the Buyer and Lender hereby agree to the release of the Deposit and accrued interest thereon to the Lender, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Lender, upon written demand from the Lender or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.
19. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque, bank draft, cash or certified Lawyer's/Notary's trust cheque, and shall be delivered by prepaid courier to the solicitor acting for the Lender.

Witness

Buyer

Witness

Buyer

ALL CANADIAN INVESTMENT CORPORATION, the party having conduct of sale pursuant to the Order of Master Muir made on July 24, 2018 in Supreme Court of B.C. Action No. H180143, Vancouver Registry, by its authorized signatory

Witness

Per: Donald Bergman

Know Your Options as a Real Estate Consumer

Considering a real estate transaction? One of the first decisions you will need to make is whether you should work with a licensed real estate professional who will represent you. Take a moment to read this important consumer protection information from the Real Estate Council of BC.

This form explains the special legal duties that real estate professionals owe to their clients. It will help you choose whether you want to be:

- a **CLIENT** of a real estate professional, who will represent you in the transaction, or
- an **UNREPRESENTED PARTY** with no real estate professional representing you.

Why are you getting this form?

A real estate professional is required to give you this form before working with you, and must explain it to you.

How to use this form:

Read over this information and ask about anything that is not clear to you. You can complete the optional consumer fields to indicate that you've discussed this information with the real estate professional.

What happens next?

After you've reviewed the form and completed the optional consumer fields, the real estate professional must complete and sign it.

Learn more about this form and other information for real estate consumers at www.recbc.ca.

The Benefits of Representation

Many people choose to have a real estate professional represent them in real estate transactions to help them make informed decisions. As a client, you'll benefit from:

Expert advice

In BC, licensed real estate professionals receive specialized training.



Protection

Real estate professionals in BC are licensed under the *Real Estate Services Act*. It is legislation designed to protect the rights of consumers.



Oversight

The Real Estate Council of BC works to ensure real estate professionals are competent and knowledgeable. If you have a concern about a real estate professional, you can file a complaint by visiting our website at www.recbc.ca. We can investigate and discipline individuals for professional misconduct.





What to Expect as a Client

When you become the client of a real estate professional, they owe you special legal duties as your agent:

- ☒ **Loyalty:** they must put your interests first, even before their own.
- ☒ **Avoid conflicts of interest:** they must avoid any situation that would affect their duty to act in your best interests.
- ☒ **Fully disclose relevant information:** they must give you all the facts they know that might affect your decisions.
- ☒ **Protect your confidentiality:** they must not reveal your private information without your permission, such as:
 - your reasons for buying/selling/leasing/renting
 - the minimum/maximum price you are seeking
 - any preferred terms and conditions you may want to include in a contract.

What to Expect as an Unrepresented Party

If you choose not to have a real estate professional represent you, you are an unrepresented party. You are not entitled to the special legal duties a client receives.

- ☒ **No loyalty:** the real estate professionals involved in the transaction are representing clients with competing interests to yours. They must be loyal to their clients, not you.
- ☒ **No duty to avoid conflicts:** no real estate professional is acting in your interests.
- ☒ **No full disclosure:** the real estate professionals involved in the transaction do not have a duty to give you all relevant information.
- ☒ **No confidentiality:** the real estate professionals involved in the transaction must share any information you tell them with their client.

Your Options as a Client

In BC, real estate professionals provide their services through licensed companies known as brokerages. If you decide to become the client of a real estate professional, you will sign an agreement with their brokerage. Depending on how the brokerage operates, you will be represented as a client in one of two ways:

<h4>1 Designated Agency</h4> <p>Your real estate professional will represent you as a "designated agent". Only your designated agent will owe you the legal duties explained above. Your agent must not share your confidential information with others at the brokerage without your permission.</p>	<h4>2 Brokerage Agency</h4> <p>You will be represented by all the real estate professionals at the brokerage. They will all owe you the legal duties explained above. They must all protect your confidential information.</p>
---	---

Either way, as a client of a licensed real estate professional you will benefit from expert advice, oversight and protection.

DISCLOSURE OF REPRESENTATION IN TRADING SERVICES



**REAL ESTATE COUNCIL
OF BRITISH COLUMBIA**

This is a disclosure made in compliance with section 5-10 of the Rules under the *Real Estate Services Act*.

Instructions

Consumers: Please complete the optional fields below to indicate that you received this consumer protection information.

After reading this form, if you decide that you do not need a real estate professional to represent you, a real estate professional may be required to present you with the ***Disclosure of Risks to Unrepresented Parties*** form.

Real Estate Professional: Complete and sign to indicate you have provided this disclosure to the real estate consumer. Promptly submit this form to your brokerage.

Mandatory Real Estate Professional Confirmation

I confirm that I have:

- ☒ provided the consumer with the *Disclosure of Representation in Trading Services* form.
- ☒ explained the special legal duties owed by a real estate professional to their client.
- ☒ explained the risks of being an unrepresented party in a real estate transaction.

I confirm that I will (check one):

- ☒ represent the consumer as my **client** under **designated agency**.
- ☐ represent the consumer as my **client** under **brokerage agency**.
- ☐ deal with this consumer as an **unrepresented party**.

Name: Ryan Eagleton

Brokerage: RE/MAX Sabre Realty Group

Signature:  Date: January 24, 2019

Notes: _____

See next page for Optional Consumer Confirmation.

DISCLOSURE OF REPRESENTATION IN TRADING SERVICES



Optional Consumer Confirmation

I confirm that the real estate professional disclosed the special legal duties owed to clients.

☒ Yes ☐ No

I confirm that the real estate professional disclosed the differences between a client and an unrepresented party.

☒ Yes ☐ No

I confirm that the real estate professional disclosed the risks of being an unrepresented party.

☒ Yes ☐ No


I confirm that I choose to (check one):

☒ be a client represented by the real estate professional under **designated agency**.

☐ be a client represented by the real estate professional under **brokerage agency**.

☐ be an unrepresented party.

Consumer Name: All Canadian Investment Corp

Consumer Signature:  Date: January 24, 2019
1/24/2019 11:57:31 AM PST

Consumer Name: _____

Consumer Signature: _____ Date: _____

Section 8-4(a) of the Rules made under the Real Estate Services Act requires a brokerage to maintain a copy of all written disclosures and any related acknowledgements under Division 2 Part 5 of the Rules.

CONSUMER PRIVACY NOTICE

A real estate professional is providing you with this form because they are required to do so by the Rules made under the *Real Estate Services Act* (the "Rules"). **You are not required to provide your name or signature on this form.** However, the real estate professional you are dealing with may ask you to do so in order to document that they have provided you with this form as required by the Rules. The real estate professional will provide a copy of this form (including any personal information you have provided such as your name or signature) to their brokerage. The Real Estate Council of BC, the provincial body responsible for regulating real estate professionals, may review this form for the purpose of monitoring compliance with the Rules.

If you have any questions regarding the Real Estate Council of BC's collection and use of your personal information, please contact:

Privacy Officer, Real Estate Council of BC, 900-750 West Pender Street, Vancouver, BC, V6C 2T8; telephone: 604.683.9664 or toll-free at 1.877.683.9664; email: privacy@recbc.ca

A COPY OF THIS DISCLOSURE IS NOT REQUIRED TO BE PROVIDED TO THE REAL ESTATE COUNCIL OF BC UNLESS IT IS SPECIFICALLY REQUESTED.

PRIVACY NOTICE AND CONSENT

To help you sell, buy or lease real estate, REALTORS®, brokerages and real estate boards need to collect, use and disclose some of your personal information. This brochure provides you with information about, and obtains your consent to, such information handling practices.

DEFINITIONS

Personal Information means any identifiable information about you, including your name, address, phone number, financial information and may include information about your property (such as listing and selling price, lease rate, listing term, etc.).

REALTOR® means a member of a real estate board, and REALTORS® are also typically licensed under the *Real Estate Services Act*. **Brokerage** refers to the real estate company where your REALTOR® is licensed. The boards are the real estate boards of which the brokerage and the REALTOR® are members. The **Multiple Listing Service® (MLS®) System** comprises a computerized database of real estate listings and sales, operated by the boards in conjunction with The Canadian Real Estate Association.

How is my personal information collected?

Most personal information will be collected directly from you through the contracts and other documents you fill out (e.g., Multiple Listing Contract, Contract of Purchase and Sale, Offer to Lease, seller's Property Disclosure Statement) and through discussions you have with your REALTOR®. Some information may be collected from other sources such as government departments and agencies (e.g., Land Title Offices, BC Assessment), financial institutions and mortgage brokers.

To whom may my personal information be disclosed?

Your information may be disclosed to (or may be accessible by) the boards and their staff and members, other REALTORS® and their clients, government departments and agencies, financial institutions, legal advisors, service providers, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and members of the public, for the purposes described below.

Not all of your information will be accessible to each of the above-mentioned entities. For example, once the listing term has ended, the general public will not have access to your information, unless it is otherwise available through public registries (e.g., Land Title Offices, BC Assessment).

Why is my personal information collected, used and disclosed?

Your personal information may be collected, used and disclosed for some or all of the following purposes:

- To allow members of real estate boards (including REALTORS® and appraisers) to appraise your property.
- To list/market your property on the MLS® System.
- To market your property through any other media (both print and electronic).
- To help you locate a suitable property to buy or lease.
- To facilitate the purchase and sale or lease transaction (by cooperating with financial institutions, legal advisors and government departments and agencies).
- To allow the boards (including REALTORS®) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market

analyses. Information about your property will be retained in the MLS® System for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).

- To enforce codes of professional conduct and ethics for REALTORS® (by cooperating with real estate boards, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and other regulatory bodies).
- To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned collections, uses and disclosures are a necessary part of your relationship with your REALTOR®.

Will my personal information be collected, used and disclosed for any other purposes?

Your personal information may also be collected, used and disclosed for the following additional purposes:

- Your REALTOR® may communicate with you in future to determine whether you require additional real estate services.
- Your REALTOR® may communicate with you to provide information about other products or services that may interest you.
- Other REALTORS® may communicate with you to determine whether you require additional real estate services.
- The boards, REALTORS® and survey firms on their behalf, may communicate with you to determine if you wish to participate in surveys.

These additional purposes are optional. If you do not want your personal information used or disclosed for any of these purposes, please contact your REALTOR® or your REALTOR'S® board's privacy officer.

Contact information for all BC real estate boards can be found at the British Columbia Real Estate Association website: www.bcrea.bc.ca or telephone 604.683.7702.

ACKNOWLEDGEMENT

I/We consent to the collection, use and disclosure of personal information as described in this Privacy Disclosure and Consent brochure.

All Canadian Investment Corp

PRINT NAME
Donald Bergman
SIGNATURE
01/24/2019 12:38 AM PST

DATE

PRINT NAME

SIGNATURE

DATE

Ryan Eagleton
DESIGNATED AGENT
RE/MAX Sabre Realty Group
BROKERAGE



MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO

BETWEEN: All Canadian Investment Corp.
OWNER(S) ("SELLER")

OWNER(S) ("SELLER")

1703 188 AGNES STREET

UNIT ADDRESS

New Westminster V3L 0H6

CITY PROV PC

TELEPHONE NUMBER CELL NUMBER

AND: RE/MAX Sabre Realty Group

("LISTING BROKERAGE")

#102 - 2748 Lougheed Hwy

UNIT ADDRESS

Port Coquitlam BC V3B 6P2

CITY PROV PC

(604) 942-0606

TELEPHONE NUMBER CELL NUMBER

1. LISTING AUTHORITY AND TERM:

- A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from January 24 2019 (Effective Date) until 11:59 pm on June 30 2019 (Expiry Date)
- MONTH DAY YEAR MONTH DAY YEAR

unless renewed in writing.

- B. The Seller hereby:

- 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;
- authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- 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;
- agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. **PROPERTY:** 1703 188 Agnes Street

UNIT NO. HOUSE NO. STREET NAME STREET TYPE STREET DIRECTION

New Westminster V3L 0H6

CITY/TOWN/MUNICIPALITY POSTAL CODE

030-122-651

PID OTHER PID(S)

STRATA LOT 123 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4196 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

LEGAL DESCRIPTION

3. **TERMS OF SALE:** \$649,000.00 CASH

LISTING PRICE TERMS

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

- 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");
- 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
- To make agency disclosures required of the Listing Brokerage.

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5. LISTING BROKERAGE'S REMUNERATION:

- A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, 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 Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 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.
- C. The Seller agrees 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.
- D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:

7% on the first \$100,000 & 2.5% on the balance

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

- (ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.25% on the first \$100,000 & 1.15% on the balance

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.75% on the first \$100,000 & 1.35% on the balance

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

- (iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:

7% on the first \$100,000 & 2.5% on the balance

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

- E. The Listing Brokerage and the Designated Agent will advise the Seller of any remuneration, other than described in this Clause 5, 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.

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7. DESIGNATED AGENCY:

- A. Subject to Clause 7C(iii) the Listing Brokerage designates Ryan Eagleton & Alan Eagleton

(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. 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. 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.

8. THE DESIGNATED AGENT WILL:

- A. Act as the agent of only the Seller with respect to the Property;
- 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, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and *Real Estate Services Act* Rule 3-4;
- 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 this 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, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.

10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
- C. That the Seller has the authority to sell the Property and to enter into this Contract;
- D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- J. That the Property is not currently the subject of any other exclusive listing contract.

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INITIALS

This is Exhibit "F" referred to in the
Affidavit of Donald Bergman,
Sworn before me at Salmon Arm, British Columbia
this 24th day of April, 2019



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

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

1703 188 Agnes Street

New Westminster

V3L 0H6

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ADDRESS

11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in *Real Estate Services Act* Rules 3-3 and 3-4 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with *Real Estate Services Act* Rule 5-18 and may be required to cease providing certain trading services to the Seller;
- E. Despite *Real Estate Services Act* Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

12. CONFLICTS OF INTEREST:

- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with section 5-18 of the *Real Estate Services Act* Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
 - (i) if the Designated Agent ceases to act as agent of such buyer in respect of the Property, the Seller acknowledges and agrees that the Designated Agent may continue to act as agent for such buyer in respect of property other than the Property;
 - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the *Real Estate Services Act* Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
 - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the Seller acknowledges and agrees that the Designated Agent's duties under this Contract and in the *Real Estate Services Act* Rule 3-3(a) (to act in the best interests of the Seller), *Real Estate Services Act* Rule 3-3(f) (to disclose all known material information to the Seller) and the *Real Estate Services Act* Rule 3-3(i) (to take reasonable steps to avoid any conflict of interest) are hereby modified, from and after the date that the Seller executed the Consent Agreement, to enable the Listing Brokerage and the Designated Agent to continue their representation of such buyer and the Seller further acknowledges and agrees that the continued representation of such buyer will not constitute any breach of duty to the Seller by either the Listing Brokerage or the Designated Agent under the *Real Estate Services Act* Rule 3-3 or otherwise, including, without limitation, any breach of fiduciary duty, or any breach of a common law agent's duty of loyalty or contractual or statutory duty.

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 *Privacy Notice and Consent*.
- B. The personal information provided by the 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.

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;

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New Westminster V3L 0H6 PAGE 5 of 8 PAGES

- (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
 - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
 - (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the *Real Estate Services Act* Rules.
- 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 24 OF January, yr. 2019.

The Seller declares their residency:

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

Authenticsign
Donald Bergman SEAL
SELLER'S SIGNATURE
SELLER'S SIGNATURE
WITNESS TO SELLER(S) SIGNATURE(S)

BROKERAGE APPROVAL
FOR OFFICE USE ONLY

RE/MAX Sabre Realty Group SEAL
LISTING BROKERAGE (PRINT)
Per: DESIGNATED AGENT'S SIGNATURE
Ryan Eagleton
DESIGNATED AGENT (PRINT)

*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®).

ADDENDUM
TO MULTIPLE LISTING CONTRACT made between
ALL CANADIAN INVESTMENT CORPORATION
the party having conduct of sale
pursuant to the Order of Master Muir
made on July 24, 2018 in
Supreme Court of B.C. Action No. H180143, Vancouver Registry, as Seller and
RE/MAX SABRE REALTY GROUP, as Listing Broker

DATE: January 24, 2019

RE: Unit 1703, 188 Agnes Street, New Westminster, BC V3L 0H6

PID: 030-122-651

Strata Lot 123 Block 19 Plan EPS4196 Land District 36

Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V

(the "Lands")

Notwithstanding any term or condition to this Listing Contract, whether contained herein or otherwise, the parties hereto agree as follows:

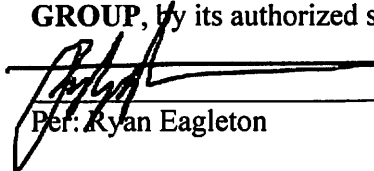
1. No commission shall be payable by the Lender to the Listing Broker:
 - (a) Unless both of the following events occur:
 - (i) A legally enforceable contract of purchase and sale between the Lender and a buyer, is approved by the Supreme Court of British Columbia (the "Court"); and
 - (ii) Any such sale as approved by the Court, is completed; or
 - (b) On a sale of the Property to the Lender's insurer.
2. No commission shall be payable if:
 - (a) The mortgagor reinstates the Seller's mortgage; or
 - (b) The property is redeemed by the mortgagor or any respondent, through private sale or otherwise, prior to court approval of a sale of the Lands.
3. Notwithstanding that the Listing Contract indicated that a commission shall be payable to the Listing Broker and calculated according to a fixed percentage, the amount of

that commission is subject to the Court Order and the Seller shall not be obligated to pay any commission to the Listing Broker that is not approved by Court Order.

4. The Listing Broker shall ensure that Schedule "A" (in the form attached hereto) is executed by any buyer and attached to and forms part of all offers to purchase or sell the Lands.
5. The attached "Notice to Realtor" shall form part of this Listing Contract.

Witness

**RE/MAX SABRE REALTY
GROUP**, by its authorized signatory



Per: Ryan Eagleton

**ALL CANADIAN INVESTMENT
CORPORATION**, the party
having conduct of sale pursuant to the
Order of Master Muir made on
July 24, 2018 in Supreme Court
of B.C. Action No. H180143,
Vancouver Registry, by its authorized
signatory

Witness

Authentisign

Donald Bergman

1/24/2019 11:57:59 AM PST

Per: Donald Bergman

1801 188 AGNES Street

New Westminster

V3L 0H6

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5. LISTING BROKERAGE'S REMUNERATION:

- A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, 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;
 - (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 Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 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.
- C. The Seller agrees 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.
- D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:

7% on the first \$100,000 & 2.5% on the balance

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

- (ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.25% on the first \$100,000 & 1.15% on the balance

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.75% on the first \$100,000 & 1.35% on the balance

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

- (iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:

7% on the first \$100,000 & 2.5% on the balance

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

- E. The Listing Brokerage and the Designated Agent will advise the Seller of any remuneration, other than described in this Clause 5, 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.

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New Westminster

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ADDRESS

7. DESIGNATED AGENCY:

- A. Subject to Clause 7C(iii) the Listing Brokerage designates Ryan Eagleton & Alan Eagleton

(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. 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. 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.

8. THE DESIGNATED AGENT WILL:

- A. Act as the agent of only the Seller with respect to the Property;
- 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, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and *Real Estate Services Act* Rule 3-4;
- 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 this 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, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.

10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
- C. That the Seller has the authority to sell the Property and to enter into this Contract;
- D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
- I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- J. That the Property is not currently the subject of any other exclusive listing contract.

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1801 188 AGNES Street

New Westminster

V3L 0H6

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ADDRESS

11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in *Real Estate Services Act* Rules 3-3 and 3-4 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with *Real Estate Services Act* Rule 5-18 and may be required to cease providing certain trading services to the Seller;
- E. Despite *Real Estate Services Act* Rule 3-3(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

12. CONFLICTS OF INTEREST:

- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the *Real Estate Services Act* Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with section 5-18 of the *Real Estate Services Act* Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
 - (i) if the Designated Agent ceases to act as agent of such buyer in respect of the Property, the Seller acknowledges and agrees that the Designated Agent may continue to act as agent for such buyer in respect of property other than the Property;
 - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the *Real Estate Services Act* Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
 - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the Seller acknowledges and agrees that the Designated Agent's duties under this Contract and in the *Real Estate Services Act* Rule 3-3(a) (to act in the best interests of the Seller), *Real Estate Services Act* Rule 3-3(f) (to disclose all known material information to the Seller) and the *Real Estate Services Act* Rule 3-3(i) (to take reasonable steps to avoid any conflict of interest) are hereby modified, from and after the date that the Seller executed the Consent Agreement, to enable the Listing Brokerage and the Designated Agent to continue their representation of such buyer and the Seller further acknowledges and agrees that the continued representation of such buyer will not constitute any breach of duty to the Seller by either the Listing Brokerage or the Designated Agent under the *Real Estate Services Act* Rule 3-3 or otherwise, including, without limitation, any breach of fiduciary duty, or any breach of a common law agent's duty of loyalty or contractual or statutory duty.

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 *Privacy Notice and Consent*.
- B. The personal information provided by the 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.

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;

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1801 188 AGNES Street
ADDRESS

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- (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
- (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
- (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the *Real Estate Services Act* Rules.

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 24 OF January, yr. 2019.

The Seller declares their residency:

RESIDENT OF CANADA

D.B.

INITIALS

NON-RESIDENT OF CANADA

INITIALS
as defined under the *Income Tax Act*.

Authentisign

Donald Bergman1/24/2019 12:08:12 PM PST
SELLER'S SIGNATURE

SEAL

SELLER'S SIGNATURE

SEAL

WITNESS TO SELLER(S) SIGNATURE(S)

BROKERAGE APPROVAL
FOR OFFICE USE ONLY

RE/MAX Sabre Realty Group

LISTING BROKERAGE (PRINT)

Per: DESIGNATED AGENT'S SIGNATURE

Ryan Eagleton

DESIGNATED AGENT (PRINT)

SEAL

*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®).

BC2040 REV. DA JUNE 2018-A

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MULTIPLE LISTING CONTRACT SCHEDULE "A"

1801 188 AGNES Street New Westminster V3L 0H6 PAGE 6 of 8 PAGES
ADDRESS

- *SUBMIT YOUR LISTING TO THE MULTIPLE LISTING SERVICE
- *KEEP REALTORS FROM OUR OFFICE AND OTHER OFFICES IN THE AREA CONSTANTLY UPDATED AND INFORMED ABOUT YOUR HOME. eg) flyers and an email 'blast'
- *ADVERTISE YOUR HOME WITH A PICTURE, IN THE FOLLOWING PUBLICATION SITES:
 - MLS.CA
 - REMAX-SABRE-BC.COM
 - THEEAGLEONGROUP.COM
 - TWITTER
 - FACEBOOK
 - CRAIGSLIST
 - KIJJI
- *SEND INFORMATION ON YOUR HOME BY EMAIL TO TARGET LEADS
- *QUALIFY ALL PROSPECTIVE PURCHASERS
- *FOLLOW UP WITH ALL PURCHASERS AND REALTORS WHO HAVE SEEN/SHOWN YOUR HOME
- *USE A PROFESSIONAL SIGN
- *ADVISE YOU HOW TO 'PRESENT' YOUR HOME FOR THE BEST RESULTS, AND IF NEEDED PROVIDE A HOME STAGING CONSULTATION
- *REPRESENT YOU DURING NEGOTIATIONS WHEN AN OFFER COMES IN, AND ADVISE YOU AS TO THE OPTIONS AVAILABLE
- *PUT SOLD SIGNS WHEN THE DEAL IS DONE!

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INITIALS

ADDENDUM
TO MULTIPLE LISTING CONTRACT made between
ALL CANADIAN INVESTMENT CORPORATION
the party having conduct of sale
pursuant to the Order of Master Muir
made on July 24, 2018 in
Supreme Court of B.C. Action No. H180143, Vancouver Registry, as Seller and
RE/MAX SABRE REALTY GROUP, as Listing Broker

DATE: January 24, 2019

RE: Unit 1801, 188 Agnes Street, New Westminster, BC V3L 0H6

PID: 030-122-686

Strata Lot 126 Block 19 Plan EPS4196 Land District 36

Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V

(the "Lands")

Notwithstanding any term or condition to this Listing Contract, whether contained herein or otherwise, the parties hereto agree as follows:

1. No commission shall be payable by the Lender to the Listing Broker:
 - (a) Unless both of the following events occur:
 - (i) A legally enforceable contract of purchase and sale between the Lender and a buyer, is approved by the Supreme Court of British Columbia (the "Court"); and
 - (ii) Any such sale as approved by the Court, is completed; or
 - (b) On a sale of the Property to the Lender's insurer.
2. No commission shall be payable if:
 - (a) The mortgagor reinstates the Seller's mortgage; or
 - (b) The property is redeemed by the mortgagor or any respondent, through private sale or otherwise, prior to court approval of a sale of the Lands.
3. Notwithstanding that the Listing Contract indicated that a commission shall be payable to the Listing Broker and calculated according to a fixed percentage, the amount of

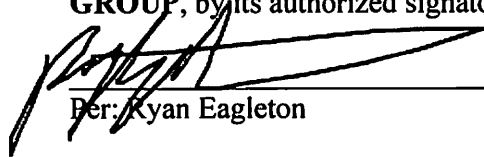
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that commission is subject to the Court Order and the Seller shall not be obligated to pay any commission to the Listing Broker that is not approved by Court Order.

4. The Listing Broker shall ensure that Schedule "A" (in the form attached hereto) is executed by any buyer and attached to and forms part of all offers to purchase or sell the Lands.
5. The attached "Notice to Realtor" shall form part of this Listing Contract.

Witness

**RE/MAX SABRE REALTY
GROUP**, by its authorized signatory



Per: Ryan Eagleton

**ALL CANADIAN INVESTMENT
CORPORATION**, the party
having conduct of sale pursuant to the
Order of Master Muir made on
July 24, 2018 in Supreme Court
of B.C. Action No. H180143,
Vancouver Registry, by its authorized
signatory

Witness

Authenticsign

Donald Bergman

Per: Donald Bergman

NOTICE TO REALTOR

MULTIPLE LISTING CONTRACTS FOR PROPERTIES IN FORECLOSURE

1. A property in foreclosure is listed for sale by Court Ordered Conduct of Sale. Accordingly, **ALL CANADIAN INVESTMENT CORPORATION** is not the vendor or owner of the property, and all offers for purchase of the subject property are subject to Court approval. The Purchaser acknowledges and agrees that All Canadian Investment Corporation acts pursuant to an Order of the Supreme Court of British Columbia granting it conduct of sale, and not in its personal or corporate capacity.
2. Your entitlement to commission is subject to:
 - (a) Court approval of the sale of the subject property;
 - (b) The right of redemption or assignment of the mortgage which is the subject of the above foreclosure proceeding, with no commission payable if the mortgage is redeemed or assigned; and
 - (c) If the subject mortgage is insured, sale of the property to the insurer with no commission payable if the insurer purchases the property.
3. A property in foreclosure is offered for sale "as is" and **ALL CANADIAN INVESTMENT CORPORATION** shall not be liable for any claims arising from the condition of or defects in the subject property.
4. This Listing Agreement does not include any personal property at the subject property.
5. **ALL CANADIAN INVESTMENT CORPORATION** makes no representations or warranties as to the condition of or defects in the subject property, including, without limitation, the presence or absence of urea formaldehyde insulation or asbestos, or any other environmental hazard. In particular, **ALL CANADIAN INVESTMENT CORPORATION** makes no representation as to the state of repair or fitness for occupation in respect of a property which has been used for the production of illegal substances. **YOU ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY ON BEHALF OF ALL CANADIAN INVESTMENT CORPORATION.**