

This is the 3rd Affidavit of  
Kyle Record in this case and  
was made on the 4<sup>th</sup> day of November 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, Kyle Record, of 1200 - 1075 West Georgia Street, Vancouver, Paralegal, AFFIRM  
THAT:

1. I am a paralegal with the law firm Watson Goepel LLP, counsel for the Petitioner in these proceedings, and as such have personal knowledge of the facts and matters deposed to in this Affidavit, save and except where they are said to be based on information and belief, in which case I believe them to be true.

**Altezza Lands**

2. On September 11, 2019 the court made an order in these proceedings allowing the Monitor to take certain steps to facilitate the completion of the sale of a property

owned by Altezza Properties Ltd. (which I am informed by Mr. West is a member of the Censorio Group) located on Hastings Street, in Burnaby, legally known and described as:

PID 028-874-391

STRATA LOT 1 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT

STRATA PLAN EPS675

and

PID 028-874-382

STRATA LOT 2 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT

STRATA PLAN EPS675

(collectively, the "Altezza Lands")

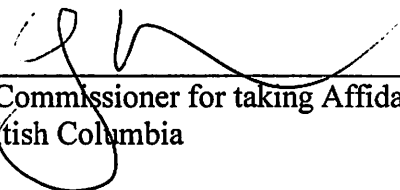
3. I am informed by Mr. West that the purchaser, 1110303 BC Ltd., did not remove subjects. However, on October 21, 2018 Altezza Properties entered into another agreement to sell the Altezza Lands. Attached and marked as Exhibit "A" is a copy of a Contract of Purchase and Sale for Commercial Real Estate dated October 21, 2019.

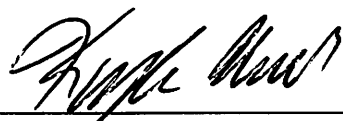
**Proceedings**

4. In September 2019, Watson Goepel LLP commenced the following proceedings on behalf of the Petitioner to recover debts due and owing:
  - a. Action # S1910894, All Canadian Investment Corporation v. Michael Adrian Lensen, Vancouver Registry (notice of civil claim dated September 27, 2019 is attached and marked as Exhibit "B");

- b. Action # S1910871, All Canadian Investment Corporation v. Meridian Resource Accommodations Inc., Vancouver Registry (notice of civil claim dated September 30, 2019 is attached and marked as Exhibit "C");
- c. Action # S1910895, All Canadian Investment Corporation v. Wayne and Barb Blair, Vancouver Registry (notice of civil claim dated September 30, 2019 is attached and marked as Exhibit "D");
- d. Action # S1910893, All Canadian Investment Corporation v. Robert Frederick and Katherine Frederick, Vancouver Registry (notice of civil claim dated September 30, 2019 is attached and marked as Exhibit "E");  
and
- e. Action # S1910892, All Canadian Investment Corporation v. Ronald Weninger, also known as Ron Weninger and Elfrieda Weninger, Vancouver Registry (notice of civil claim dated September 30, 2019 is attached and marked as Exhibit "F").

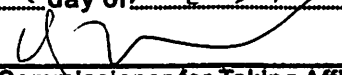
AFFIRMED BEFORE ME at the City of )  
 Vancouver, in the Province of British )  
 Columbia, this 4<sup>th</sup> day of November 2019. )

  
 \_\_\_\_\_ )  
 A Commissioner for taking Affidavits within )  
 British Columbia )

  
 \_\_\_\_\_ )  
 Kyle Record )

**YIANNI PAPPAS-ACREMAN**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
 1200 - 1075 W. Georgia Street  
 Vancouver, B.C. V6E 3C9  
 Tel: 604-688-1301 Fax: 604-688-8193

This is Exhibit "A" referred to in the  
Affidavit of Kyle Record  
sworn (or affirmed) before me at  
Vancouver B.C.  
this 4 day of November 2017.

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
within British Columbia

### CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE INFORMATION ABOUT THIS CONTRACT

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

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 6.1 and 17) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - a. The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date, and the Buyer signs the documents.
  - b. The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - c. The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - d. The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

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

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

4. **POSSESSION:** (Clauses 7.1 and 18) The Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Clauses 8.1 and 19) The Buyer and Seller should consider any additional adjustments that are necessary given the nature of the Property and how any costs are payable by tenants and whether the Seller holds any of the tenant's funds with respect to such costs.
6. **TITLE:** (Clause 22) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 22 and Schedule 22, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the Seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
7. **CUSTOMARY COSTS:** (Clause 31) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

**Costs to be Borne by the Seller**  
 Lawyer or Notary Fees and Expenses:  
 - attending to execution documents.  
 Costs of clearing title, including:  
 - discharge fees charged by encumbrance holders,  
 - prepayment penalties.  
 Real Estate Commission (plus GST).  
 Goods and Services Tax (if applicable).

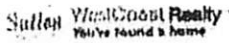
**Costs to be Borne by the Buyer**  
 Lawyer or Notary Fees and Expenses:  
 - searching title,  
 - investigating title,  
 - drafting documents.  
 Land Title Registration fees.  
 Survey Certificates (if required).  
 Costs of Mortgage, including:  
 - mortgage company's Lawyer/Notary.

- appraisal (if applicable).  
 Land Title Registration fees.  
 Fire Insurance Premium.  
 Sales Tax (if applicable).  
 Property Transfer Tax.  
 Goods and Services Tax (if applicable).

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In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Clause 19.

8. **RISK:** (Clause 32) The Buyer should arrange for insurance to be effective as of 12:01 am on the earlier of the Completion Date. The Seller should maintain the Seller's insurance in effect until the later of the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves:
  - a building under construction
  - a sale and purchase of shares in the owner of the Property
  - an operating business with or without employees being hired
  - the purchase of a leasehold interest
  - other special circumstances
 additional provisions, not contained in this form, may be needed, and professional advice should be obtained.



THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS# NO: C8023498

DATE: October 21, 2019

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

#### PART 1 - INFORMATION SUMMARY

<b>1. Prepared By</b>	
1.1 Name of Brokerage	Sutton Group-West Coast Realty
1.2 Brokerage Address	#205 - 2607 East 49th Avenue Vancouver V5S 1J9
1.3 Licensee's Name	Maurizio Mastronardi PREC*
1.4 Personal Real Estate Corporation	
1.5 Licensee's Email Address	mustronardi@shaw.ca
1.6 Brokerage Phone No.	(604) 257-8888
<b>2. Parties to the Contract</b>	
2.1 Seller	ALTEZZA PROPERTIES LTD.
2.2 Seller's Address	
2.3 Seller's Phone No.	
2.4 Seller's Email Address	
2.5 Seller's Incorporation No.	
2.6 Seller's GST No.	
2.7 Buyer	TOMMASO BRESCIANI
2.8 Buyer's Address	C/O SELLING AGENT
2.9 Buyer's Phone No.	
2.10 Buyer's Email Address	
2.11 Buyer's Incorporation No.	
2.12 Buyer's GST No.	
<b>3. Property</b>	
3.1 Civic Address of Property	4704 & 4712 HASTINGS STREET BURNABY
3.2 Legal Description of Property	STRATA LOT 1 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS675 STRATA LOT 2 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS675
PID 028-874-382 / 028-874-391	
4. Purchase Price	3,650,000.00
4.1 Three Million Five Hundred Thousand	\$3,500,000.00 Clause 14
	<del>3,600,000.00</del>
	Dollars

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1704 & 4712 HASTINGS STREET BURNABY PAGE 2 of 9 PAGES

PROPERTY ADDRESS

		Clause
<b>5. Deposit</b>		15
5.1	Deposit To Be Provided By The Following Date: within 48 hours of acceptance of offer or counter-offer Date _____ ✓ other _____	15
5.2	Amount of Deposit \$200,000.00	15
5.3	Deposit To Be Paid In Trust To Sutton Group West Coast Realty	15
<b>6. Completion Date</b>		17
6.1	Completion Date November 19, 2019	17
<b>7. Possession Date</b>		18
7.1	Possession Date November 20, 2019	18
7.2	Vacant Possession Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	18
7.3	All Existing Tenancies Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
<b>8. Adjustment Date</b>		19
8.1	Adjustment Date November 20, 2019	19
<b>9. Viewing Date</b>		21
9.1	Viewing Date	21
<b>10. Agency Disclosure</b>		38A
10.1	Seller's Designated Agent Licensee <u>Kyle Wilson</u> Licensee _____ Brokerage <u>Cushman &amp; Wakefield</u>	38A
10.2	Buyer's Designated Agent Licensee <u>Maurizio Mastrorardi PREC*</u> Licensee _____ Brokerage <u>Sutton Group West Coast Realty</u>	38B
10.3	Limited Dual Agency Designated Agent Licensee _____ Licensee _____ Brokerage _____	38C
10.4	Date of Limited Dual Agency Agreement	38C
<b>11. Acceptance</b>		43
11.1	Offer Open Until - Date <u>October 24, 2019</u> Time <u>9:00 p.m</u>	43
<b>12. Schedules</b>		
15	Deposit Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	15
16A	Buyer's Conditions Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	16
16B	Seller's Conditions Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	16
18	Accepted Tenancies Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
20A	Additional Included Items Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	20
20B	Excluded Items Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	20
22	Additional Permitted Encumbrances Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	22
23	Additional Seller's Warranties and Representations Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	23
24	Additional Buyer's Warranties and Representations Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	24
41	Additional Terms Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	41

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INITIALS

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**PART 2 - TERMS**

**13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.

**14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).

**15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

**16. CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

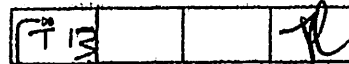
**17. COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.

**18. POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").

**19. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the date specified in Clause 8.1 (the "Adjustment Date").

**20. INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.

**21. VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the date specified in Clause 9.1.



INITIALS



4704 &amp; 4712 HASTINGS STREET

BURNABY

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## PROPERTY ADDRESS

22. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
25. **GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
26. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, certified cheque, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
27. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (A) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
28. **TIME:** 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 Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
29. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
30. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
31. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

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INITIALS

PROPERTY ADDRESS

- 32. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. **GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. **CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 36. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 37. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 38, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
  - A. for all purposes consistent with the transaction contemplated herein;
  - B. If the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
  - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

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

INITIALS	

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/Licensee(s) specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

T B	
INITIALS	

B. The Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/Licensee(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

INITIALS	

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/Licensee(s) specified in Clause 10.3 who is/are

T B			[Signature]
INITIALS			

PROPERTY ADDRESS

licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated the date set out in Clause 10.4.

INITIALS

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

INITIALS

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

39. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 44(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

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

- A. fulfill or waive the terms and conditions herein contained; and/or
B. exercise any option(s) herein contained.

40A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

41. ADDITIONAL TERMS: The additional terms set out in Schedule 41 are hereby incorporated into and form a part of this Contract.

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

43. OFFER: This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X WITNESS

DocuSigned by: Tom Bresciani BUYER 27885067B43104A4..

TOMMASO BRESCIANI PRINT NAME

X WITNESS

BUYER

PRINT NAME

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

Seller's acceptance is dated Oct 24, yr. 2019

The Seller declares their residency:

RESIDENT OF CANADA INITIALS

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

X WITNESS

SELLER

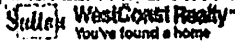
ANGELA PULSANO LTD PRINT NAME

X WITNESS

SELLER

PRINT NAME

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



THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

# CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS# NO.: C8023498

DATE: October 21, 2019

PAGE 7 of 9 PAGES

RE: ADDRESS 4704 & 4712 HASTINGS STREET BURNABY

STRATA LOT 1 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS675 STR

LEGAL DESCRIPTION

PID: 028-874-382 / 028-874-391

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED October 21, 2019  
MADE BETWEEN TOMMASO BRESCIANI AS BUYER, AND  
ALTEZZA PROPERTIES LTD. AS SELLER AND COVERING  
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

(15) DEPOSIT

Deposit to be paid to Sutton Group West Coast Realty within 48 hours of all conditions removed by way of Bank Draft in the amount of \$200,000.00

16A) BUYER'S CONDITIONS

Subject to the Buyer, on or before November 5, 2019 at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$1,000.00 and which reasonably may adversely affect the property's use or value.  
This condition is for the sole benefit of the Buyer.

Subject to the Buyer, on or before November 5, 2019 searching and approving title to the property against the presence of any charge or other feature, whether registered or pending, that reasonably may affect the property's use or value.  
This condition is for the sole benefit of the Buyer.

X	DocuSigned by: <i>Tom Bresciani</i>	●	TOMMASO BRESCIANI
WITNESS	BUYER B2A85001B43104M...		PRINT NAME
X		●	
WITNESS	BUYER <i>[Signature]</i>		PRINT NAME
X		●	ALTEZZA PROPERTIES LTD.
WITNESS	SELLER <i>[Signature]</i>		PRINT NAME
X		●	
WITNESS	SELLER		PRINT NAME

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

# CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE



THE CANADIAN  
BAR ASSOCIATION  
L'Association Canadienne des Avocats

10

MLS# NO.: C8023498

DATE: October 21, 2019

PAGE 8 of 9 PAGES

RE: ADDRESS 4704 & 4712 HASTINGS STREET..... BURNABY.....

STRATA LOT 1 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS675 STRA

LEGAL DESCRIPTION

PID: 028-874-382 / 028-874-391

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED October 21, 2019  
MADE BETWEEN TOMMASO BRESCIANI..... AS BUYER, AND  
ALTEZZA PROPERTIES LTD...... AS SELLER AND COVERING  
THE ABOVE-MENTIONED PROPERTY. THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Subject to the Buyer, on or before November 5, 2019 receiving and approving the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential: \* A current Form B Information Certificate from the strata corporation, attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, (if any), and the most recent depreciation report obtained by the strata corporation (if any); \* If relevant, a Form B Information Certificate from the section, attaching the section's rules, current budget, the developer's Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any); \* A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property; \* The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs; \* The minutes of any meeting held between the period from October 18, 2017 to October 18, 2019 by the strata council, and by the members in annual or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and \* the current insurance cover note explaining the strata corporation's insurance coverage and deductibles.

Immediately upon acceptance of this offer or counter-offer, the Seller will authorize the (Seller's/Buyer's) agent, to request, at the Seller's expense, complete copies of the documents listed above from the strata corporation or other source and to immediately, upon receipt, deliver the documents to the Buyer (or the Buyer's agent).

This condition is for the sole benefit of the Buyer.

<input checked="" type="checkbox"/>		DocuSigned by: <i>Tom Bresciani</i> BUYER 2A88001843184A...		TOMMASO BRESCIANI PRINT NAME
<input checked="" type="checkbox"/>	WITNESS			
<input checked="" type="checkbox"/>	WITNESS	BUYER <i>[Signature]</i>		PRINT NAME
<input checked="" type="checkbox"/>	WITNESS	SELLER <i>[Signature]</i>		ALTEZZA PROPERTIES LTD. PRINT NAME
<input checked="" type="checkbox"/>	WITNESS	SELLER		PRINT NAME

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

CONTRACT OF PURCHASE AND SALE  
FOR COMMERCIAL REAL ESTATE  
SCHEDULE



MLS# NO.: C8023498

DATE: October 21, 2019

PAGE 9 of 9 PAGES

RE: ADDRESS 4704 & 4712 HASTINGS STREET BURNABY

STRATA LOT 1 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS675 STR

LEGAL DESCRIPTION

PID: 028-874-382 / 028-874-391

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED October 21, 2019  
MADE BETWEEN TOMMASO BRESCIANI AS BUYER, AND  
ALTEZZA PROPERTIES LTD. AS SELLER AND COVERING  
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

(23) SELLER'S WARRANTIES AND REPRESENTATIONS:

Seller will allow access to the property with reasonable notice for bank appraisal and inspection.

The Seller represents and warrants to the Buyer that the Seller has good and marketable title to the Property, has not granted any charges, easements or encroachments to any party which do not appear on title to the Property, is the only owner of the Property, and has the power and authority to sell the Property to the Buyer and observe and perform all the Seller's obligations under this Contract of Purchase and Sale.

GENERAL

Both the Buyer and the Seller acknowledge that the brokerages providing agency services to the Buyer or the Seller or both do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry. The Buyer and the Seller have had an opportunity to seek independent legal advice prior to executing this Contract of Purchase and Sale.

Seller acknowledges and agrees that the Buyer reserves the right without further consent of the Seller to put this contract in a company name or add a third party to the contact.

X	DocuSigned by: <i>Tom Bresciani</i>	18/10	TOMMASO BRESCIANI
WITNESS	BUYER 24650184318444...		PRINT NAME
X		18/10	
WITNESS	BUYER		PRINT NAME
X	<i>[Signature]</i>	18/10	ALTEZZA PROPERTIES LTD.
WITNESS	SELLER		PRINT NAME
X		18/10	
WITNESS	SELLER		PRINT NAME

REC represents Personal Real Estate Corporation  
Logos and 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 (MLSP).

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

SEP 27 2019

12  
S1910894

No.  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PLAINTIFF

AND: B

This is Exhibit "B" referred to in the  
Affidavit of Kyle Record MICHAEL ADRIAN LENSEN  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 4 day of November, 2019.

DEFENDANT

NOTICE OF CIVIL CLAIM

  
A Commissioner for Taking Affidavits  
with the British Columbia

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for Response to Civil Claim**

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

**CLAIM OF THE PLAINTIFF**

**Part 1: STATEMENT OF FACTS**

- 1. The plaintiff, All Canadian Investment Corporation, is a company duly incorporated pursuant to the laws of British Columbia with an address for service in these proceedings of 1200-1075 West Georgia Street, Vancouver, British Columbia ("ACIC").
- 2. ACIC is a mortgage investment corporation which has been in business since 1998. Its business is to provide loans to borrowers which are secured by, amongst other things, registered, unregistered and equitable mortgages on real properties.
- 3. On November 20, 2017 ACIC was granted protection pursuant to the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36.
- 4. The defendant, Michael Lensen, is a property manager with a residential address of 16529 108A Avenue, Surrey, British Columbia ("Lensen").

**Loan Agreement**

- 5. On or about October 2, 2014 ACIC (as lender) and Lensen (as borrower) entered into a written loan restructuring agreement (the "Loan Agreement") the terms of which included, *inter alia*:
  - a. that ACIC had advanced the sum of \$358,748.46 to Lensen (the "Loan");
  - b. the Loan was repayable on demand;
  - c. as security for the Loan ACIC could, at its sole discretion, register a mortgage against title to a property located at 16294 – 77 Avenue, Surrey, BC and legally described as:

PID: 000-823-449



**Lot 10 Plan NWP68496 Section 24 Township 2; and**

- d. interest would accrue on the Loan at a rate of 12% per annum.
6. The Loan Agreement represented a restructuring of an earlier loan advanced by ACIC to Lensen on or about July 2010.
  7. On October 2, 2014 Lensen executed a promissory note in favour of ACIC securing the amounts due and owing under the Loan Agreement (the "Note").
  8. ACIC has made demand for payment of the monies due and owing under the Loan Agreement.
  9. Lensen has refused or neglected to repay ACIC for the monies due and owing under the Loan Agreement.
  10. Lensen has acknowledged, and continues to acknowledge, his indebtedness to ACIC including (but not limited to) by way of a written acknowledgement dated November 26, 2017 wherein Lensen acknowledged the accrued debt, principal and interest, of \$504,163.70.

**Part 2: RELIEF SOUGHT**

11. Judgement for the amount due and owing under the Loan Agreement.
12. Contractual interest in accordance with the terms of the Loan or in the alternative, interest pursuant to the *Court Order Interest Act*, RSBC 1996, c. 79;
13. Costs; and
14. Such further and other relief as to this Honourable court may deem just.

**Part 3: LEGAL BASIS**

15. Lensen is in breach of the Loan Agreement and has failed to make payment of the sum due and owing despite demand.

**Plaintiff's address for service:**                      **Watson Goepel LLP**  
**1200 -1075 West Georgia Street**  
**Vancouver, B.C.**  
**V6E 3C9**  
**Attention: Jeremy West**

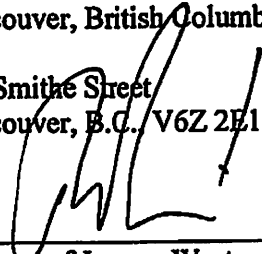
**Fax number address for service (if any):**            **(604) 688-8193**

**E-mail address for service (if any):**                **N/A**

**Place of trial:**    **Vancouver, British Columbia**

**The address of the registry is:**                      **800 Smithe Street**  
**Vancouver, B.C. V6Z 2E1**

**Date:** September 27, 2019




---

**Signature of Jeremy West**  
**Counsel for the Plaintiff**

**Rule 7-1 (1) of the *Supreme Court Civil Rules* states:**

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,**
  - (a) prepare a list of documents in Form 22 that lists**
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and**
    - (ii) all other documents to which the party intends to refer at trial, and**
  - (b) serve the list on all parties of record.**

**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

**This is an action in debt.**

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

**A personal injury arising out of:**

- a motor vehicle accident
- medical malpractice
- another cause

**A dispute concerning:**

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*[If an enactment is being relied on, specify. Do not list more than 3 enactments.]*



This is Exhibit "C" referred to in the Affidavit of Kyle Record sworn (or affirmed) before me at Vancouver, B.C. this 4 day of November 2019

Court File No. **VLC-S-S-1910871**  
No. **Vancouver Registry**

[Signature]  
A Commissioner for Taking Affidavits within British Columbia

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PLAINTIFF

AND:

MERIDIAN RESOURCE ACCOMMODATIONS INC.

DEFENDANT

**NOTICE OF CIVIL CLAIM**

**This action has been started by the Plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for Response to Civil Claim**

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF THE PLAINTIFF

#### Part 1: STATEMENT OF FACTS

1. The plaintiff, All Canadian Investment Corporation, is a company duly incorporated pursuant to the laws of British Columbia with an address for service in these proceedings of 1200-1075 West Georgia Street, Vancouver, British Columbia ("ACIC").
2. ACIC is a mortgage investment corporation which has been in business since 1998. Its business is to provide loans to borrowers which are secured by, amongst other things, registered, unregistered and equitable mortgages on real properties.
3. On November 20, 2017, ACIC was granted protection pursuant to the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36.
4. The defendant, Meridian Resource Accommodations Inc., is a company duly incorporated pursuant to the laws of British Columbia with a registered and records address of 1100 One Bentall Centre, 505 Burrard Street, Vancouver, British Columbia ("Meridian").

#### Loan Agreement

5. On or about December 29, 2014, ACIC (as lender) and Meridian (as borrower) entered into a written loan agreement (the "Loan Agreement") signed by Mr. Kirk Romero ("Romero"), director and CEO of Meridian, the terms of which included, *inter alia*:
  - a. that ACIC would make funds of up to \$750,000.00 available for Meridian to borrow (the "Loan");
  - b. the Loan was repayable on September 30, 2017;

c. as security for the Loan ACIC could, at its sole discretion, register a mortgage against title to property located at Bienfait, SK and legally described as:

Surface Parcel #166046227

SE Sec 29 Twp 02 Rge 06 W 2 Extension 1;

and

Surface Parcel #106949290

NE Sec 29 Twp 02 Rge 06 W 2 Extension 2; and

d. interest would accrue on the Loan at a rate of 12% per annum.

- 6. On or about October 30, 2014, ACIC advanced \$40,000.00 to Meridian.
- 7. On or about November 28, 2014, ACIC advanced \$100,000.00 to Meridian.
- 8. On or about December 2, 2014, ACIC advanced \$100,000.00 to Meridian.
- 9. On or about March 26, 2015, ACIC advanced \$120,000.00 to Meridian.
- 10. On or about November 25, 2015, ACIC advanced \$50,000.00 to Meridian.
- 11. On or about December 7, 2015, ACIC advanced \$50,000.00 to Meridian.
- 12. On or about August 25, 2017, ACIC advanced \$250,000.00 to Meridian.
- 13. As of September 30, 2019, ACIC has advanced \$710,000.00 to Meridian.
- 14. ACIC has made demand for payment of the monies due and owing under the Loan Agreement.
- 15. Meridian has refused or neglected to repay ACIC for the monies due and owing under the Loan Agreement.

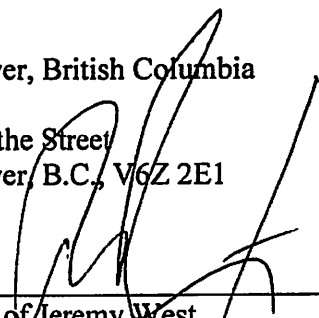
16. Meridian has acknowledged, and continues to acknowledge, its indebtedness to ACIC including (but not limited to) by way of a written acknowledgement signed by Romero dated, November 16, 2017, wherein Meridian acknowledged the accrued debt, principal and interest, of \$870,279.97.

**Part 2: RELIEF SOUGHT**

- 17. Judgement for the amount due and owing under the Loan Agreement.
- 18. Contractual interest in accordance with the terms of the Loan or in the alternative, interest pursuant to the *Court Order Interest Act*, RSBC 1996, c. 79;
- 19. Costs; and
- 20. Such further and other relief as to this Honourable court may deem just.

**Part 3: LEGAL BASIS**

21. Meridian is in breach of the Loan Agreement and has failed to make payment of the sum due and owing despite demand.

Plaintiff's address for service:	Watson Goepel LLP 1200 -1075 West Georgia Street Vancouver, B.C. V6E 3C9 <b>Attention: Jeremy West</b>
Fax number address for service (if any):	(604) 688-8193
E-mail address for service (if any):	N/A
Place of trial:	Vancouver, British Columbia
The address of the registry is:	800 Smithe Street Vancouver, B.C., V6Z 2E1
Date: <u>September 30, 2019</u>	 <hr/> Signature of Jeremy West Counsel for the Plaintiff

**Rule 7-1 (1) of the *Supreme Court Civil Rules* states:**

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,**
  - (a) prepare a list of documents in Form 22 that lists**
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and**
    - (ii) all other documents to which the party intends to refer at trial, and**
  - (b) serve the list on all parties of record.**



**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

**This is an action in debt.**

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

**A personal injury arising out of:**

- a motor vehicle accident
- medical malpractice
- another cause

**A dispute concerning:**

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*[If an enactment is being relied on, specify. Do not list more than 3 enactments.]*

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

No. S1910895  
Vancouver Registry

SEP 27 2019  
IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



ALL CANADIAN INVESTMENT CORPORATION

PLAINTIFF

AND: D  
This is Exhibit "D" referred to in the  
Affidavit of Kyle Record  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 4 day of November 2019

WAYNE BLAIR, and  
BARB BLAIR

DEFENDANTS

A Commissioner for Taking Affidavits  
within British Columbia

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for Response to Civil Claim

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,

- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**CLAIM OF THE PLAINTIFF**

**Part 1: STATEMENT OF FACTS**

1. The plaintiff, All Canadian Investment Corporation, is a company duly incorporated pursuant to the laws of British Columbia with an address for service in these proceedings of 1200-1075 West Georgia Street, Vancouver, British Columbia ("ACIC").
2. ACIC is a mortgage investment corporation which has been in business since 1998. Its business is to provide loans to borrowers which are secured by, amongst other things, registered, unregistered and equitable mortgages on real properties.
3. On November 20, 2017 ACIC was granted protection pursuant to the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36.
4. The defendants, Wayne Blair and Barb Blair (collectively, the "Blairs"), have a residential address of 109 - 2085 Gordon Drive, Kelowna, British Columbia.

**Loan Agreement**

5. On or about June 8, 2016 ACIC (as lender) and the Blairs (as borrowers) entered into a written loan agreement (the "First Loan Agreement") the terms of which included, *inter alia*:
  - a. that ACIC would advance the sum of \$15,000.00 to the Blairs (the "First Loan"); and
  - b. the First Loan was repayable on or before June 30, 2017; and
  - c. interest would accrue on the First Loan at the prescribed rate.

- 6. On June 10, 2016, the Blairs executed a promissory note in favour of ACIC securing the amounts due and owing under the First Loan Agreement.
- 7. On or about June 10, 2016, ACIC advanced the First Loan to the Blairs.
- 8. On or about July 16, 2016 ACIC (as lender) and the Blairs (as borrowers) entered into a second written loan agreement (the "Second Loan Agreement") the terms of which included, *inter alia*:
  - a. that ACIC would advance the sum of \$20,000.00 to the Blairs (the "Second Loan");
  - b. the Second Loan was repayable in quarterly increments of \$1,000, principal plus interest to commence on July 1, 2017, with the balance due and payable at the end of the 2 year term; and
  - c. interest would accrue on the Second Loan at the prescribed rate.
- 9. On July 18, 2016 the Blairs executed a promissory note in favour of ACIC securing the amounts due and owing under the Second Loan Agreement.
- 10. On or about July 18, 2016, ACIC advanced the Second Loan to the Blairs.
- 11. On May 26, 2017, the Blairs repaid \$15,000.00 of the monies owed under the First Loan Agreement and the Second Loan Agreement (collectively, the "Loan Agreements").
- 12. On March 29, 2018, the Blairs repaid \$4,000.00 of the monies due and owing under the Loan Agreements.
- 13. On October 2, 2018, the Blairs repaid \$1,000.00 of the monies due and owing under the Loan Agreements.
- 14. ACIC has made demand for payment of the monies due and owing under the Loan Agreements.

15. The Blairs have refused or neglected to repay ACIC for the monies due and owing under the Loan Agreements.

16. The Blairs have acknowledged, and continue to acknowledge, their indebtedness to ACIC including (but not limited to) by making continuing to make payments towards the amoun due and owing under the Loan Agreements up to October 2, 2018.

**Part 2: RELIEF SOUGHT**

17. Judgement for the amount due and owing under the Loan Agreements.

18. Contractual interest in accordance with the terms of the First Loan Agreement and the Second Loan Agreement or in the alternative, interest pursuant to the *Court Order Interest Act*, RSBC 1996, c. 79;

19. Costs; and

20. Such further and other relief as to this Honourable court may deem just.

**Part 3: LEGAL BASIS**

21. The Blairs are in breach of the Loan Agreements and have failed to make payment of the sum due and owing despite demand.

Plaintiff's address for service:                   Watson Goepel LLP  
1200 -1075 West Georgia Street  
Vancouver, B.C.  
V6E 3C9  
Attention: Jeremy West

Fax number address for service (if any):       (604) 688-8193

E-mail address for service (if any):           N/A

Place of trial:                                       Vancouver, British Columbia

The address of the registry is:                 800 Smithe Street  
Vancouver, B.C., V6Z 2E1



Date: September 27, 2019

\_\_\_\_\_  
Signature of Jeremy West  
Counsel for the Plaintiff

Rule 7-1 (1) of the *Supreme Court Civil Rules* states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

**This is an action in debt.**

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

**A personal injury arising out of:**

- a motor vehicle accident
- medical malpractice
- another cause

**A dispute concerning:**

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate

a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*[If an enactment is being relied on, specify. Do not list more than 3 enactments.]*

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

SEP 27 2019

29  
No. S1910893  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PLAINTIFF

AND:

This is Exhibit "E" referred to in the  
Affidavit of Kyle Record ROBERT FREDERICK, and  
sworn (or affirmed) before me at KATHERINE FREDERICK  
Vancouver, B.C.  
this 4 day of November 20 19.

DEFENDANTS

A Commissioner for Taking Affidavits  
within British Columbia

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for Response to Civil Claim**

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,



- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

### CLAIM OF THE PLAINTIFF

#### Part 1: STATEMENT OF FACTS

1. The plaintiff, All Canadian Investment Corporation, is a company duly incorporated pursuant to the laws of British Columbia with an address for service in these proceedings of 1200-1075 West Georgia Street, Vancouver, British Columbia ("ACIC").
2. ACIC is a mortgage investment corporation which has been in business since 1998. Its business is to provide loans to borrowers which are secured by, amongst other things, registered, unregistered and equitable mortgages on real properties.
3. On November 20, 2017, ACIC was granted protection pursuant to the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36.
4. The last known address for the defendants Robert Frederick and Katherine Frederick (the "Fredericks") is 3585 West 4<sup>th</sup> Avenue, Vancouver, BC.

#### Loan Agreement

5. On or about December 23, 2014, ACIC (as lender) and the Fredericks (as borrowers) entered into a written loan agreement (the "Loan Agreement") the terms of which included, *inter alia*:
  - a. that ACIC would advance the sum of \$10,000.00 to the Fredericks (the "Loan");
  - b. the Loan was repayable on demand;

- c. as security for the Loan ACIC could, at its sole discretion, register a mortgage against title to a property located at 3585 West 4<sup>th</sup> Avenue, Vancouver, BC and legally described as:

PID: 012-939-331

Lot 30 Block 43 District Lot 2027 Plan 3405; and

- d. interest would accrue on the Loan at a rate of 12% per annum.
6. On December 23, 2014, the Fredericks executed a promissory note in favour of ACIC securing the amounts due and owing under the Loan Agreement.
7. On or about December 23, 2014, ACIC advanced the Loan to the Fredericks.
8. ACIC has made demand for payment of the monies due and owing under the Loan Agreement.
9. The Fredericks have refused or neglected to repay ACIC for the monies due and owing under the Loan Agreement.
10. The Fredericks have acknowledged, and continue to acknowledge, their indebtedness to ACIC including (but not limited to) by way of a written acknowledgement dated December 18, 2017 wherein the Fredericks acknowledged the accrued debt, principal and interest, of \$13,327.12.

**Part 2: RELIEF SOUGHT**

11. Judgement for the amount due and owing under the Loan Agreement.
12. Contractual interest in accordance with the terms of the Loan Agreement or in the alternative, interest pursuant to the *Court Order Interest Act*, RSBC 1996, c. 79;
13. Costs; and
14. Such further and other relief as to this Honourable court may deem just.

**Part 3: LEGAL BASIS**

15. The Fredericks are in breach of the Loan Agreement and have failed to make payment of the sum due and owing despite demand.

Plaintiff's address for service:                      Watson Goepel LLP  
1200 -1075 West Georgia Street  
Vancouver, B.C.  
V6E 3C9  
**Attention: Jeremy West**

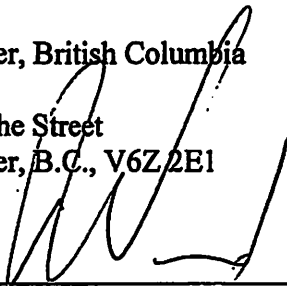
Fax number address for service (if any):            (604) 688-8193

E-mail address for service (if any):                N/A

Place of trial:    Vancouver, British Columbia

The address of the registry is:                      800 Smithe Street  
Vancouver, B.C., V6Z 2E1

Date: September 27, 2019

  
\_\_\_\_\_  
Signature of Jeremy West  
Counsel for the Plaintiff

Rule 7-1 (1) of the *Supreme Court Civil Rules* states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

**This is an action in debt.**

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

**A personal injury arising out of:**

- a motor vehicle accident
- medical malpractice
- another cause

**A dispute concerning:**

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate

a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*[If an enactment is being relied on, specify. Do not list more than 3 enactments.]*

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

SEP 27 2019



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PLAINTIFF

AND:

RONALD WENINGER, also known as RON WENINGER and  
ELFRIEDA WENINGER

DEFENDANT

### NOTICE OF CIVIL CLAIM

**This action has been started by the Plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

#### Time for Response to Civil Claim

A response to civil claim must be filed and served on the Plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,

"This is Exhibit " 1 " referred to in the  
affidavit of Kyle Record  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 4 day of November 2017.

  
A Commissioner for Taking Affidavits  
within British Columbia

No.  
Vancouver Registry

34  
S1910892

- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The plaintiff, All Canadian Investment Corporation, is a company duly incorporated pursuant to the laws of British Columbia with an address for service in these proceedings of 1200-1075 West Georgia Street, Vancouver, British Columbia ("ACIC").
2. ACIC is a mortgage investment corporation which has been in business since 1998. Its business is to provide loans to borrowers which are secured by, amongst other things, registered, unregistered and equitable mortgages on real properties.
3. On November 20, 2017, ACIC was granted protection pursuant to the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36.
4. The defendant Ronald Weninger also known as Ron Weninger ("Ron Weninger") and the defendant Elfrieda Weninger (collectively, the "Weningers"), have a residential address of 1225 Mountain Avenue, Kelowna, British Columbia.

Loan Agreement

5. On or about September 17, 2013, ACIC (as lender) and Ron Weninger (as borrower) entered into a written loan agreement (the "Loan Agreement") the terms of which included, *inter alia*:
  - a. that ACIC would advance the sum of \$100,000.00 to Ron Weninger (the "Loan"), with the discretion to advance up to a total of \$200,000.00;

- b. the Loan was repayable with monthly payments due commencing on November 1, 2013, with the balance due and payable on March 20, 2014; and
  - c. interest would accrue on the Loan at a rate of 12% per annum.
6. On September 18, 2013, Ron Weninger executed a promissory note in favour of ACIC securing the amounts due and owing under the Loan Agreement.
  7. On or about September 30, 2013, ACIC advanced the Loan to Ron Weninger.
  8. On or about October 10, 2014, ACIC (as lender) and the Weningers (as borrowers) entered into a written loan restructuring agreement (the "Restructured Loan Agreement") the terms of which included, *inter alia*:
    - a. that ACIC had advanced the Loan under the Loan Agreement to the Weningers;
    - b. the Loan was repayable on demand;
    - c. as security for the Loan ACIC could, at its sole discretion, register a mortgage against title to two properties at the following locations:
      - i. 57 - 534 Feathertop Way, Big White, BC and legally described as:  
  
PID: 026-906-309  
  
Strata Lot 57 District Lot 4222 Similkameen Division Yale District  
Strata Plan KAS3134; and
      - ii. 58 - 540 Feathertop Way, Big White, BC and legally described as:  
  
PID: 026-906-317  
  
Strata Lot 58 District Lot 4222 Similkameen Division Yale District  
Strata Plan KAS3134; and

d. interest would accrue on the Loan at a rate of 12% per annum.

- 9. On October 10, 2014, the Weningers executed a promissory note in favour of ACIC securing the amounts due and owing under the Loan Agreement and the Restructured Loan Agreement.
- 10. On November 18, 2015, ACIC advanced the Weningers an additional \$10,000.00 loan under the Loan Agreement and the Restructured Loan Agreement.
- 11. On February 26, 2016, ACIC advanced the Weningers an additional \$20,000.00 loan under the Loan Agreement and the Restructured Loan Agreement.
- 12. On March 25, 2016, the Weningers executed a promissory note in favour of ACIC securing an additional \$20,000.00 of the amounts due and owing under the Loan Agreement and the Restructured Loan Agreement, accruing interest at a rate of 6% per annum.
- 13. On April 1, 2016, ACIC advanced the Weningers an additional \$20,000.00 loan under the Loan Agreement and the Restructured Loan Agreement.
- 14. ACIC has made demand for payment of the monies due and owing under the Loan Agreement and the Restructured Loan Agreement.
- 15. The Weningers have refused or neglected to repay ACIC for the monies due and owing under the Loan Agreement and the Restructured Loan Agreement.
- 16. The Weningers have acknowledged, and continue to acknowledge, their indebtedness to ACIC including (but not limited to) by way of a written letter dated November 18, 2017 wherein the Weningers acknowledged their indebtedness to ACIC.

**Part 2: RELIEF SOUGHT**

- 17. Judgement for the amount due and owing under the Loan Agreement and the Restructured Loan Agreement.



18. Contractual interest in accordance with the terms of the Loan Agreement and the Restructured Loan Agreement or in the alternative, interest pursuant to the *Court Order Interest Act*, RSBC 1996, c. 79;

19. Costs; and

20. Such further and other relief as to this Honourable court may deem just.

**Part 3: LEGAL BASIS**

21. The Weningers are in breach of the Loan Agreement and the Restructured Loan Agreement and have failed to make payment of the sum due and owing despite demand.

Plaintiff's address for service: Watson Goepel LLP  
1200 -1075 West Georgia Street  
Vancouver, B.C.  
V6E 3C9  
**Attention: Jeremy West**

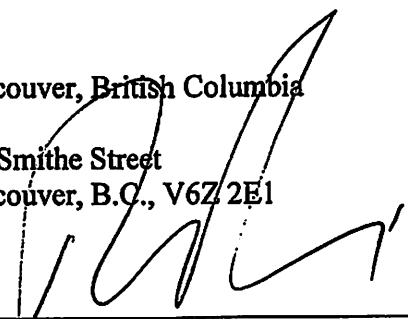
Fax number address for service (if any): (604) 688-8193

E-mail address for service (if any): N/A

Place of trial: Vancouver, British Columbia

The address of the registry is: 800 Smithe Street  
Vancouver, B.C., V6Z 2E1

Date: September 27, 2019

  
\_\_\_\_\_  
Signature of Jeremy West  
Counsel for the Plaintiff

Rule 7-1 (1) of the *Supreme Court Civil Rules* states:

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    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

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**A personal injury arising out of:**

- a motor vehicle accident
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- another cause

**A dispute concerning:**

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- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

*[If an enactment is being relied on, specify. Do not list more than 3 enactments.]*