



This is the 7th Affidavit of
Don Bergman in this case and
was made on the 27th day of August, 2018

No. S1710393
Vancouver Registry

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

AND

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

AND

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

AND

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

AFFIDAVIT

I, Donald Bergman, of Suite 2 – 781 Marine Park Drive, Salmon Arm, British Columbia,
Businessman, AFFIRM THAT:

1. I am the sole director and the president of the Petitioner, All Canadian Investment Corporation, and as such have personal knowledge of the facts hereinafter deposed, except where such facts are stated to be based upon information and belief and where so stated I do verily believe the same to be true.
2. I have previously sworn six 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; and
 - (f) Affidavit #6 sworn June 7, 2018.
3. Capitalized terms not defined in this Affidavit shall have the same meaning ascribed to them in the Petition filed herein and the Initial Order pronounced November 10, 2017.
 4. I swear this Affidavit in support of the Petitioner's application for an Order approving the sale of Lot 5 (as defined below).
 5. As stated in the Petition and in my first Affidavit sworn on November 7, 2017, the Petitioner has sought protection pursuant to the CCAA in order to develop a plan of compromise or arrangement (a "Plan") to present to its stakeholders that would involve a fair, controlled and orderly wind-down of its business operations, with the assistance and oversight of the Monitor.
 6. The stay of proceedings has been extended on various occasions including most recently to September 7, 2018.
 7. Since the date of the Initial Order and the extension of the Stay Period, the Petitioner has continued to manage the daily operations of the business and explore restructuring options, including the sale of certain real property which it owns and collection of the outstanding amounts owing to it from its borrowers.
 8. On April 11, 2018 the Honourable Madam Justice Russell approved an interim lending facility agreement between the Petitioner and DIDS-BC Holdings Ltd. ("DIDS") (the "Lending Facility Agreement").
 9. In accordance with the terms of the Lending Facility Agreement and the order pronounced April 11, 2018, DIDS registered a mortgage against title to the property which is the subject of this application on April 30, 2018.

10. The Lending Facility Agreement provides that subject to any order of the court and the priority charges, the Petitioner is required to pay 100% of the sale proceeds arising from the disposition of certain properties (including the property which is the subject matter of this application) to DIDS.
11. The Petitioner's efforts have resulted in it entering into a contract to sell Lot 5, the details of which are described in further detail below.
12. I verily believe that the sale of Lot 5 is reasonable and fair in the circumstances, and is in the best interest of the Petitioner's stakeholders.
13. The Petitioner currently owns three (3) properties registered in its name located on or near Lee Road, Garden Bay, Pender Harbour, B.C. (the "Garden Bay Properties"). One of those properties is the subject of this application and has the following legal description:

PID 026-193-001
LOT 5 AND AN UNDIVIDED 3/12TH SHARE IN LOT 7,
DISTRICT LOT 3923 GROUP 1
NEW WESTMINSTER DISTRICT PLAN BCP15562

("Lot 5")
14. The Garden Bay Properties were transferred to the Petitioner from a borrower in or about August 2015 as repayment for an outstanding loan owed to the Petitioner at that time.
15. In January 2018 another property owned by the Petitioner and located in the same area was sold in accordance with a court order pronounced January 24, 2018.
16. Lot 5 is a 0.745 acre bare lot. Lot 5 is an irregular shaped property and has water frontage of 291 feet. Lot 5 is contiguous to the other two Garden Bay Properties. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of the Land Titles Office search for Lot 5.

17. When the Petitioner initially took steps to list Lot 5 it entered into an exclusive listing with a realtor who has a significant offshore purchaser base. It listed Lot 5 as a 'package' with all of the Garden Bay Properties (the "Garden Bay Package") for \$3,980,000. No offers were received and the agent advised that she had garnered no interest from her offshore contacts.
18. The Petitioner then retained a local real estate agent in Madeira Park on the Sunshine Coast (David Milligan of Royal Lepage Sussex). On January 29, 2018 the Garden Bay Package was listed with Mr. Milligan for \$2,790,000 but once again, no offers were received at that list price.
19. Based on the recommendation of Mr. Milligan the list price for the Garden Bay Package was then reduced to \$2,490,000 but again there were no offers.
20. On May 23, 2018 the Garden Bay Package listing was canceled and two of the Garden Bay Properties (Lot 4 and 5) were listed individually on MLS for \$799,000 each.
21. Unfortunately, by July 2018 no offers had been received and the Petitioner's realtor provided an update on his marketing endeavors and recommendations for the listing of the Garden Bay Properties in a marketing report dated July 12, 2018 (the "Marketing Report"). Attached hereto and marked as **Exhibit "B"** is a copy of the Marketing Report.
22. Prior to taking steps to relist the Garden Bay Properties as recommended in the Marketing Report, an inquiry was received from potential purchasers located in Toronto, Ontario. The purchasers traveled to the Sunshine Coast to view Lot 5.
23. On August 18, 2018 the Petitioner received an offer of \$675,000 for Lot 5. I counted at \$748,000 which is the 2018 B.C. Assessment Value of \$748,000. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a true copy of the 2018 B.C. Assessment Roll Report for Lot 5.

- 24. In response to the \$748,000 counteroffer the purchasers counted at \$725,000 and the terms of that offer provided that the Petitioner would pay any GST due and owing on the sale. I responded to that offer by agreeing to the purchase price of \$725,000 but requiring the purchasers to pay the GST, if any.
- 25. On August 22, 2018 the purchasers responded with an offer at \$705,000. The terms of that offer provided that they would pay the GST, if any, payable on completion and also provided that the offer was subject to the Petitioner seeking court approval of the proposed sale. On August 23, 2018 I accepted the \$705,000 offer subject to the date for court approval being extended to August 31, 2018 (the "Lot 5 Offer"). Attached and marked as Exhibit "D" to this my Affidavit is a true copy of the Lot 5 Offer.
- 26. The Lot 5 Offer is the best and only offer the Petitioner has received to purchase Lot 5 despite the property being marketed since last year. Although the purchase price is slightly lower than the assessed value, based on the marketing efforts which the Petitioner had undertaken the property has not garnered interest that supports a value greater than the Lot 5 Offer.
- 27. The Lot 5 Offer has a closing date of September 12, 2018.
- 28. The sale of Lot 5 is another step forward in the Petitioner's restructuring efforts.

SWORN BEFORE ME at the City of Salmon)
 Arm in the Province of British Columbia,)
 this 27th day of August 2018.)



_____)
 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 N1
 Salmon Arm, BC V1E 2T3

This is Exhibit "A" referred to in the
affidavit of Donald Bergman
sworn before me at Salmon Arm, BC
this 27th day of August 2018



A Commissioner for taking Affidavits
for 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

TITLE SEARCH PRINT

File Reference: 2285580000
Declared Value \$716000

2018-08-24, 11:35:49
Requestor: Joseline Kwok

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

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA4598540
From Title Number CA3952324

Application Received 2015-08-11

Application Entered 2015-08-17

Registered Owner in Fee Simple

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

Taxation Authority

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

Description of Land

Parcel Identifier: 026-193-001
Legal Description:
LOT 5 AND AN UNDIVIDED 3/12TH SHARE IN LOT 7, DISTRICT LOT 3923 GROUP 1
NEW WESTMINSTER DISTRICT PLAN BCP15562

Legal Notations

HERETO IS ANNEXED EASEMENT BX405854 OVER LOT 7 PLAN BCP15562

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: P60244
Registration Date and Time: 1986-06-30 10:25
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BX405842
Registration Date and Time: 2005-01-24 14:18
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA

TITLE SEARCH PRINT

File Reference: 2285580000

Declared Value \$716000

2018-08-24, 11:35:49

Requestor: Joseline Kwok

Nature: EASEMENT
 Registration Number: BX405854
 Registration Date and Time: 2005-01-24 14:19
 Remarks: INTER ALIA
 OVER THE UNDIVIDED 3/12 SHARE IN LOT 7 PLAN
 BCP15562 APPURTENANT TO LOTS 1, 2, 3, 4, 5
 AND 6 PLAN BCP15562

Nature: STATUTORY BUILDING SCHEME
 Registration Number: BX412412
 Registration Date and Time: 2005-02-17 13:28
 Remarks: INTER ALIA

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

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "B" referred to in the
affidavit of Donald Bergman
sworn before me at Salmon Arm, BC
this 27th day of August 2018



A Commissioner for taking Affidavits
for 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

July 12, 2018

To: Don Bergman
All Canadian Investments Corporation

Re: Lot 4, 5 & 6 Packalen Blvd , Garden Bay, B.C.

Dear Don,

As you are aware, we have been marketing Lot 4 and Lot 5 Packalen Boulevard as separate offerings these past months. The properties have had no showings and no offers and the market in general for Pender Harbour has been stagnant since mid-spring. There was some interest when it was listed as one piece (all three lots together) including one interested Buyer who was unable to sell their own home/property in West Vancouver putting them in the position to make an offer. I have checked through all active and sales statistics for both waterfront 'land' sales and waterfront 'home with acreage' that are comparable to your three lot parcel. There have been zero sales for either category since January 1, 2018. The active comparable listings include only two similar waterfront lots and four other waterfront homes with acreage, some of which have been on the market for a number of years. I attach for your review the comparable properties in their respective price ranges and suggest you could re-introduce the three lot parcel at a competitive price of \$1,999,000.00 given that it has a useable home in place in addition to the waterfront land.

We continue to market the property as follows:

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

Best regards,



Dave Milligan, REALTOR

www.SunshineCoastHomes.com

Royal LePage – Sussex Sechelt, Gibsons & Pender Harbour

12874 Madeira Park, Box 38, Madeira Park, BC, V0N 2H0 | 800.792.7719 | 604.885.5414 | Pender Harbour

604.883.9212 | Fax: 604.883.9524



Presented by:
Dave J Milligan
 Royal LePage Sussex
 Phone: 604-885-5414
 sunshinecoasthomes.com
 dave@sunshinecoasthomes.com

Active
R2071275
 Board: V
 Other

LOT 54 ORCA ROAD
 Sunshine Coast
 Pender Harbour Egmont
 VON 150

Land
\$1,988,800 (LP)
 (SP) **M**



Sold Date:
 Frontage (feet): **384.00**
 Meas. Type: **Feet**
 Frontage (metres):
 Depth: **IRR**
 Price/SqFt:
 Sub-Type:
 Flood Plain:
 Exposure: **South**
 Permitted Use: **House/Single Family**
 Title to Land: **Freehold NonStrata**
 Tour: **Virtual Tour URL**

Original Price: **\$3,888,000**
 Subdiv/Complex:
 P.I.D.: **023-630-221**
 Taxes: **\$2,861.68**
 For Tax Year: **2017**
 Zoning: **RU 2**
 Rezoneable?

Lot Area	
Acres:	2.13
Hect:	0.86
SqFt:	0.00
SqM:	0.00

Sanitary Sewer: **Nearby**
 Storm Sewer: **Nearby**
 Water Supply: **City/Municipal**
 Electricity: **Nearby**
 Natural Gas: **Not Available**
 Telephone Service: **Available Nearby**
 Cable Service: **Available Nearby**
 Prospectus: **Not Required**
 Develop Permit?: **Yes**
 Bldg Permit Apprv: **Yes**
 Building Plans: **Not Available**
 Perc Test Avail:
 Perc Test Date:

Property Access: **Road Access**
 Parking Access: **Front**
 Fencing:
 Property in ALR: **No**
 Information Pkg: **No**
 Sign on Property: **Y**
 Sketch Attached: **No**
 Property Disclosure: **No**
 Trees Logged: **No**

Legal: **LOT 54, DL 3923, PLAN LMP31125, GROUP 1, NWD**

Site Influences: **Cleared, Cui-de-Sac, Golf Course Nearby, Marina Nearby, Private Setting, Waterfront Property**
 Restrictions: **Mandatory Building Scheme**

Listing Broker 1: **RE/MAX Oceanview Realty**
 Listing Broker 2:
 Listing Broker 3:

Bring your spectacular home plans to this 2+ Acre parcel featuring Southern Exposure. 300' ocean and Island views and the neighbouring property to the Famous Marine Park. This parcel is often referred to as "The Absolute Jewel in the Daniel Point Development". Just waiting for the Perfect Family desiring to create their own Private Estate. A totally Must See.



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 Royal LePage Sussex
 Phone: 604-885-5414
 sunshinecoasthomes.com
 dave@sunshinecoasthomes.com

7

Active
R2143609
 Board: V
 Other

Lot 24 PENDER LANDING ROAD
 Sunshine Coast
 Pender Harbour Egmont
 VON 1S1

Land
\$1,795,000 (LP)
 (SP) **M**



Sold Date: Original Price: **\$1,795,000**
 Frontage (feet): **512.00** Subdiv/Complex: **Pender Harbour Landing**
 Meas. Type: **Metres** P.I.D.: **027-305-414**
 Frontage (metres): **156.11** Taxes: **\$3,859.04**
 Depth: **Irregular** For Tax Year: **2016**
 Price/SqFt: Zoning: **RU1**
 Sub-Type: Rezoneable?
 Flood Plain: **No**
 Exposure: **South**
 Permitted Use:
 Title to Land: **Freehold NonStrata**
 Tour: **Virtual Tour URL**

Lot Area	
Acres:	2.38
Hect:	0.96
SqFt:	103,548.00
SqM:	9,619.92

Sanitary Sewer: **At Lot Line**
 Storm Sewer: **None**
 Water Supply: **City/Municipal**
 Electricity: **At Lot Line**
 Natural Gas: **Not Available**
 Telephone Service: **At Lot Line**
 Cable Service: **At Lot Line**
 Prospectus: **Available Through**
 Develop Permit?: **No**
 Bldg Permit Apprv: **No**
 Building Plans: **Mandatory**
 Perc Test Avail:
 Perc Test Date:

Property Access: **Road Access**
 Parking Access: **Front**
 Fencing: **None**
 Property in ALR: **No**
 Information Pkg: **Yes**
 Sign on Property: **y**
 Sketch Attached: **Yes**
 Property Disclosure: **Yes**
 Trees Logged: **No**

Legal: **PLAN BCP33394, LOT 24, D.L. 1397A & D.L. 1543, LD 36 GROUP 1,-**

Site Influences: **Golf Course Nearby, Marina Nearby, Private Setting, Recreation Nearby, Waterfront Property**
 Restrictions: **Building, Engineered Foundation Req, Mandatory Building Scheme, Easement, Restrictive Covenant**

Listing Broker 1: **Royal LePage Sussex**
 Listing Broker 2: **Royal LePage Sussex**
 Listing Broker 3:

1st Class Waterfront Parcel in a 1st Class Waterfront, Residential Development. Freehold Titles - No Strata Fees. Fully serviced to the property boundary, plus paved driveway. Over 500 ft. of shoreline on a 2.4 Acre parcel, which allows for a 2 residence estate. Pender Harbour is renowned as a protected harbour offering excellent anchorage & moorage. Very few waterfront acreages available of this size and quality. 5% GST payable at Completion.

LND Full Public

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

07/12/2018 10:16 AM



Presented by:
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 Royal LePage Sussex
 Phone: 604-885-5414
 sunshinecoasthomes.com
 dave@sunshinecoasthomes.com

Active
R2122305
 Board: V
 House/Single Family

12416 WHITESTONE ROAD
 Sunshine Coast
 Pender Harbour Egmont
 VON 2H1

Residential Detached
\$1,750,000 (LP)
 (SP) **M**



Sold Date: Frontage (feet): **150.00** Original Price: **\$1,600,000**
 Meas. Type: **Metres** Bedrooms: **4** Approx. Year Built: **1991**
 Depth / Size: **258 IRR** Bathrooms: **3** Age: **27**
 Lot Area (sq.ft.): **32,103.00** Full Baths: **2** Zoning: **R3A**
 Flood Plain: Half Baths: **1** Gross Taxes: **\$5,392.00**
 Rear Yard Exp: **South** For Tax Year: **2015**
 Council Apprv?: Tax Inc. Utilities?: **No**
 If new, GST/HST inc?: P.I.D.: **014-428-539**
 Tour: **Virtual Tour URL**

View: **Yes: PANORAMIC OCEAN VIEW THORMANBY**
 Complex / Subdiv: **BEAVER ISLAND**
 Services Connected: **Electricity, Septic, Water**

Style of Home: **Rancher/Bungalow w/Bsmt.**
 Construction: **Frame - Wood**
 Exterior: **Wood**
 Foundation: **Concrete Perimeter**
 Rain Screen:
 Renovations:
 # of Fireplaces: **2**
 Fireplace Fuel: **Propane Gas, Wood**
 Water Supply: **City/Municipal, Community**
 Fuel/Heating: **Hot Water, Propane Gas, Wood**
 Outdoor Area: **Balcony(s) Patio(s) Dck(s)**
 Type of Roof: **Metal, Torch-On**

Total Parking: **5** Covered Parking: **2** Parking Access: **Rear**
 Parking: **Garage; Double, RV Parking Avail.**
 Dist. to Public Transit:
 Title to Land: **Freehold NonStrata** Dist. to School Bus:
 Property Disc.: **No**
 PAD Rental:
 Fixtures Leased: **Yes: PROPANE TANK, SECURITY SYSTEM**
 Fixtures Rmvd: **:**
 Floor Finish: **Hardwood, Tile, Wall/Wall/Mixed**

Legal: **PL 18467 LT 9 BLK F DL 1391 LD 36 GROUP 1**

Amenities: **Exercise Centre, Garden, Guest Suite, Pool; Indoor, Shared Laundry, Storage**

Site Influences: **Cul-de-Sac, Marina Nearby, Paved Road, Private Yard, Waterfront Property**
 Features: **ClthWsh/Dryr/Frdg/Stve/DW, Compactor - Garbage, Garage Door Opener, Hot Tub Spa/Swirlpool, Range Top, Security System, Smoke**

Floor	Type	Dimensions	Floor	Type	Dimensions	Floor	Type	Dimensions
Main	Living Room	19' x 14'	Bsmt	Bedroom	10' x 10'			x
Main	Kitchen	14' x 14'						x
Main	Eating Area	8' x 14'						x
Below	Master Bedroom	18' x 16'						x
Below	Walk-In Closet	10' x 10'						x
Below	Bedroom	26' x 14'						x
Below	Gym	10' x 21'						x
Below	Laundry	6' x 11'						x
Below	Utility	8' x 10'						x
Bsmt	Bedroom	10' x 10'						x

Finished Floor (Main):	2,050	# of Rooms:	11	Bath	Floor	# of Pieces	Ensuite?	Outbuildings
Finished Floor (Above):	0	# of Kitchens:	1	1	Main	2	No	Barn:
Finished Floor (Below):	2,050	# of Levels:	2	2	Below	5	Yes	Workshop/Shed:
Finished Floor (Basement):	300	Suite:	Other	3	Below	5	No	Pool:
Finished Floor (Total):	4,400 sq. ft.	Crawl/Bsmt. Height:		4				10 X 20
Unfinished Floor:	0	Beds In Basement:	2	5				Garage Sz:
Grand Total:	4,400 sq. ft.	Basement:	Fully Finished	6				20'x21'
				7				Door Height:
				8				7'

Listing Broker(s): **RE/MAX Oceanview Realty**

This one of a kind executive waterfront home sits on 3/4 of an acre with mature trees, bushes and plants that surround the property giving it complete privacy from the neighbours. You could have your own retreat with the 2 bedroom guest house beside the pool. There is a short winding trail to the beachfront. Bring your small boat ashore with a hoist. The home is a sprawling bright rancher with open floor plan & w/o basement. All of the major living area rooms face the ocean with large view windows. There are both a gas fireplace & separate wood burning fireplace for ambience of choice. Enjoy your lower level walk out master with 5 piece ensuite including steam bath, adjoining hot tub spa & sauna, with a few steps to a hot water shower & enclosed "ENDLESS" swimming pool. see virtual tour.



Presented by:
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 Royal LePage Sussex
 Phone: 604-885-5414
 sunshinecoasthomes.com
 dave@sunshinecoasthomes.com

Active
V1072945
 Board: V
 House/Single Family

4833 ARTHUR WAY
 Sunshine Coast
 Pender Harbour Egmont
 VON 2H1

Residential Detached
\$1,999,000 (LP)
 (SP) **M**



Sold Date:
 Meas. Type: **Feet**
 Depth / Size:
 Lot Area (sq.ft.): **18,730.80**
 Flood Plain:
 Rear Yard Exp:
 Council Apprv?:
 If new, GST/HST Inc?:

Frontage (feet): **213.00**
 Bedrooms: **3**
 Bathrooms: **3**
 Full Baths: **2**
 Half Baths: **1**

Original Price: **\$2,199,000**
 Approx. Year Built: **9999**
 Age: **999**
 Zoning: **R2**
 Gross Taxes: **\$2,630.00**
 For Tax Year: **2014**
 Tax Inc. Utilities?: **No**
 P.I.D.: **008-832-561**
 Tour:

View: **Yes: Ocean - Gerrans Bay**
 Complex / Subdiv:
 Services Connected: **Electricity, Septic, Water**

Style of Home: **Rancher/Bungalow w/Bsmt.**
 Construction: **Frame - Wood**
 Exterior: **Wood**
 Foundation: **Concrete Perimeter**
 Rain Screen:
 Renovations:
 # of Fireplaces: **1**
 Fireplace Fuel: **Propane Gas**
 Water Supply: **City/Municipal**
 Fuel/Heating: **Electric, Forced Air, Oil**
 Outdoor Area: **Balcony(s) Patio(s) Dck(s)**
 Type of Roof: **Asphalt**

Reno. Year:
 R.I. Plumbing:
 R.I. Fireplaces:

Total Parking: Covered Parking:
 Parking: **Carport; Multiple**
 Parking Access:
 Dist. to Public Transit:
 Title to Land: **Freehold NonStrata**
 Dist. to School Bus:
 Property Disc.: **Yes**
 PAD Rental:
 Fixtures Leased: **No**
 Fixtures Rmvd: **:**
 Floor Finish: **Vinyl/Linoleum, Wall/Wall/Mixed**

Legal: **PL VAP12722 LT 16 BLK 9 DL 1362 LD 36 GROUP 1. PID 008-832-579 LT 17 BLK 9 PLAN VAP 12722 DL 1362 **TR 12/3/2014**

Amenities:
 Site Influences: **Central Location, Golf Course Nearby, Marina Nearby, Recreation Nearby, Rural Setting, Waterfront Property**
 Features:

Floor	Type	Dimensions	Floor	Type	Dimensions	Floor	Type	Dimensions
Main	Living Room	13'6 x 18'			x			x
Main	Kitchen	14' x 10'			x			x
Main	Dining Room	13'6 x 10'6			x			x
Main	Master Bedroom	13'6 x 13'			x			x
Main	Walk-In Closet	6'6 x 4'			x			x
Main	Bedroom	10' x 13'			x			x
Main	Bedroom	10' x 9'			x			x
Bsmt	Recreation	33' x 13'			x			x
Bsmt	Den	16' x 13'			x			
Bsmt	Workshop	13' x 27'			x			

Finished Floor (Main):	1,356	# of Rooms:10	Bath	Floor	# of Pieces	Ensuite?	Outbuildings Barn: Workshop/Shed: Pool: Garage Sz: Door Height:
Finished Floor (Above):	0	# of Kitchens:1	1	Main	2	Yes	
Finished Floor (Below):	0	# of Levels: 2	2	Main	4	No	
Finished Floor (Basement):	1,316	Suite:	3	Bsmt	3	No	
Finished Floor (Total):	2,672 sq. ft.	Crawl/Bsmt. Height:	4				
Unfinished Floor:	0	Beds In Basement: 0	5				
Grand Total:	2,672 sq. ft.	Beds not in Basement:3	6				
		Basement: Full, Fully Finished	7				

Listing Broker(s): **Royal LePage Sussex**

"Rare Waterfront Development Opportunity" 2 distinct properties being sold as one w/ a combined 213' feet of low bank waterfront offering a sunny west exposure. With a foreshore license, this rare offering must be seen by anyone looking for a unique development opportunity. Property is located in one of the most pristine & sought after locations in the Madeira Park area of Pender Harbour. Both homes currently rented offering \$\$ return as you make plans to develop or build your West Coast waterfront dream home. This property has all the offerings for your private estate, & is one-of-a-kind. An exclusive get-away, only 1.5 hours from Vancouver, w/your boat moored at your door, natural beauty all around & amenities close by. Call us!



Presented by:
Dave J Milligan
 Royal LePage Sussex
 Phone: 604-885-5414
 sunshinecoasthomes.com
 dave@sunshinecoasthomes.com

Active
R2181619

Board: V
 House with Acreage

4720 FRANCIS PENINSULA ROAD

Sunshine Coast
 Pender Harbour Egmont
 VON 2H1

Residential Detached

\$2,200,000 (LP)

(SP) **M**



Sold Date: Frontage (feet): **300.00** Original Price: **\$2,200,000**
 Meas. Type: **Feet** Bedrooms: **3** Approx. Year Built: **1994**
 Depth / Size: **695.0** Bathrooms: **2** Age: **24**
 Lot Area (sq.ft.): **219,630.00** Full Baths: **1** Zoning: **R2C**
 Flood Plain: Half Baths: **1** Gross Taxes: **\$6,857.58**
 Rear Yard Exp: **Southeast** For Tax Year: **2016**
 Council Apprv?: Tax Inc. Utilities?: **No**
 If new, GST/HST inc?: P.I.D.: **009-581-413**
 Tour: **Virtual Tour URL**

View: **Yes: Bargain Harbour & Caren Range**
 Complex / Subdiv:
 Services Connected: **Electricity, Septic, Water**

Style of Home: **Rancher/Bungalow w/Loft**
 Construction: **Frame - Wood**
 Exterior: **Wood**
 Foundation: **Concrete Perimeter**
 Rain Screen:
 Renovations:
 # of Fireplaces: **2**
 Fireplace Fuel: **Propane Gas, Wood**
 Water Supply: **City/Municipal**
 Fuel/Heating: **Propane Gas, Wood**
 Outdoor Area: **Sundeck(s)**
 Type of Roof: **Metal**

Reno. Year:
 R.I. Plumbing:
 R.I. Fireplaces:

Total Parking: **Covered Parking: 1** Parking Access: **Front**
 Parking: **Carport; Single, Open**
 Dist. to Public Transit:
 Title to Land: **Freehold NonStrata** Dist. to School Bus: **At Lot**
 Property Disc.: **No**
 PAD Rental:
 Fixtures Leased: **No**
 Fixtures Rmvd: **:**
 Floor Finsh: **Softwood, Tile**

Legal: **PLAN VAP9982, LOT D BLOCK 8, DISTRICT LOT 1362, LD 36 GROUP 1.**

Amenities:
 Site Influences: **Golf Course Nearby, Paved Road, Private Setting, Recreation Nearby, Treed, Waterfront Property**
 Features: **Clothes Washer, Dishwasher, Free Stand F/P or Wdstove, Refrigerator, Storage Shed, Stove, Windows - Thermo**

Floor	Type	Dimensions	Floor	Type	Dimensions	Floor	Type	Dimensions
Main	Butlers Pantry	8'9 x 15'	Main	Porch (enclosed)	7'6 x 41'			x
Main	Kitchen	13' x 12'	Below	Storage	15' x 9'			x
Main	Dining Room	11'6 x 12'			x			x
Main	Living Room	11'6 x 18'			x			x
Main	Den	8' x 7'2			x			x
Main	Master Bedroom	12' x 11'7			x			x
Main	Walk-In Closet	4'6 x 7'2			x			x
Above	Bedroom	13'6 x 17'			x			x
Above	Bedroom	15' x 9'7			x			
Above	Hobby Room	20'6 x 6'6			x			

Finished Floor (Main):	1,290	# of Rooms: 12	Bath	Floor	# of Pieces	Ensuite?	Outbuildings
Finished Floor (Above):	554	# of Kitchens: 1	1	Main	3	No	Barn:
Finished Floor (Below):	0	# of Levels: 2	2	Main	1	No	Workshop/Shed: 8'X10'
Finished Floor (Basement):	152	Suite:	3				Pool:
Finished Floor (Total):	1,996 sq. ft.	Crawl/Bsmt. Height:	4				Garage Sz:
Unfinished Floor:	336	Beds in Basement: 0	5				Door Height:
Grand Total:	2,332 sq. ft.	Basement: Crawl, Part	6				
		Beds not in Basement: 3	7				
			8				

Listing Broker(s): **Royal LePage Sussex** **Royal LePage Sussex**

Extraordinary Development Waterfront Acreage or Family Estate. Private 5+ Acres is forested down to the shoreline along Bargain Harbour, with an easy grade drive winding throughout. Country Chic 1800+ sq.ft. VIEW Cottage with Loft is tucked into the trees & boasting views overlooking Bargain Harbour. Excellent Hyde-Away while your waterfront dream home is revealed at a choice of build sites along the seashore! A natural outcropping forms the perfect breakwater siting for the pier and beach area, offering shelter for a future dock. 590 sq.ft. Maritime shed sits at the shore... uses are limited only by your imagination! This is an incredible Oceanfront/ Beachfront acreage with moorage potential that will not disappoint. GST applies to a portion of land.

**This is Exhibit "C" referred to in the
affidavit of Donald Bergman
sworn before me at Salmon Arm, BC
this 27th day of August 2018**



**A Commissioner for taking Affidavits
for 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



BC ASSESSMENT

IMPORTANT INFORMATION FOR PROPERTY IDENTIFICATION

Area: **08-North Shore-Squamish Valley**
Jurisdiction: **746-Sechelt Rural**
Roll: **06165.320**

Bulk Mail: **A012**
School District: **46-Sunshine Coast**
Neighbourhood: **559**

CONFIDENTIAL PIN: 0007456589



2018 PROPERTY ASSESSMENT NOTICE

Property Location & Description

PACKALEN BLVD
LOT 5, PLAN BCPI5562, DISTRICT LOT 3923, GROUP 1, NEW WESTMINSTER
LAND DISTRICT, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7
PID: 026-193-001

2018 Assessment - represents your property value as of July 1, 2017

This is Not a Tax Notice.
Tax Notices Are Issued by Your
Local Government.

This notice contains important information
about your property. Please review and keep
for your records.

No action is required unless you disagree with
your assessment.

YOUR PROPERTY VALUE HISTORY

A change in your assessed value does not
necessarily mean a change in your taxes.

	VALUE	CLASS	2018	2017	2016	2015	2014
LAND	748,000	RESIDENTIAL	11%	6%	0%	17%	19%
2018 ASSESSED VALUE	\$748,000		\$748,000	\$673,000	\$716,000	\$716,000	\$612,000
TAXABLE VALUE	\$748,000						

Important messages about your Assessment

- Your property value has changed due to sales activity in your area. Visit bcassessment.ca to review sales in your area.
- 2018 tax rates will be set in May. For tax information, please go to gov.bc.ca/ruralpropertytax.

The Assessment Office for this property is:

Vancouver Assessment Office
200-2925 Virtual Way
Vancouver BC V5M 4X5
08-46-746-06165.320

The Owner/Lessee of this property is:

ALL CANADIAN INVESTMENT CORPORATION
2-781 MARINE PARK DR NE
SALMON ARM BC V1E 2W7

IMPORTANT DATES

July 1, 2017
Assessed value is estimated for most types
of properties as of this date.

October 31, 2017
Assessed value reflects property's physical
condition and permitted use as of
this date.

**DEADLINE FOR FILING A NOTICE
OF COMPLAINT (APPEAL) IS
JANUARY 31, 2018**

Important information about the appeal
process can be found on the back of
this Notice.

CONTACT US

For more information about your Assessment
Notice go to bcassessment.ca

From our website you can search for
your property and compare your
assessment to others.

Call us at 1-866-valueBC (1-866-825-8322)
or 604-739-8588.

Before using information in this Notice for non assessment purposes, please verify records with your Land Title Office. Wherever words or expressions used in this Notice differ from wording of the legislation, the legislation shall prevail. This information is current as of printing deadline.

064_PROD_NOT_18_WBL_20171205 4415_3_M

YOUR ASSESSMENT

The assessed value is an estimate of the market value (most probable selling price) for your property had it been for sale on July 1, 2017. This value typically reflects the physical condition of your property as of October 31, 2017

The value of your property is determined by local real estate market conditions. BC Assessment uses information from property sales to estimate the market value.

WHAT IF I BELIEVE MY ASSESSMENT IS INCORRECT?

Contact BC Assessment to discuss your assessment.

If issues are not resolved, you may file a Notice of Complaint (appeal) for a formal hearing with an independent Property Assessment Review Panel.

The Notice of Complaint (appeal) form can be found online at bcassessment.ca.

A complaint (appeal) form must be filed online, by mail or delivered in-person to your local BC Assessment office.

Hearings are held on select dates between February 1 and March 15, 2018. A notice of hearing will be sent to you by mail and should arrive five days prior to your hearing. Do not wait for the hearing notice to arrive to begin preparing evidence that you wish to provide to the Panel. If you plan to be out of town for an extended period in February-March, please contact BC Assessment regarding your hearing date.

WHAT CAN BE REVIEWED BY THE PROPERTY ASSESSMENT REVIEW PANEL?

- The owner/lessee information
- The value of the property as of July 1, 2017
- The class of the property
- The application of tax exemptions if any to the property

Please note that the burden of proof rests with the complainant and you must provide evidence in support of your position that the assessment is incorrect.

For more information about the Property Assessment Review Panel process, including fact sheets and videos, please visit gov.bc.ca/propertyassessmentreview or call the toll-free information line 1-877-356-9313.



DEADLINE FOR FILING A NOTICE OF COMPLAINT (APPEAL) IS JANUARY 31, 2018

FIND OUT MORE AT BCASSESSMENT.CA

Visit bcassessment.ca to understand more about your assessment and BC property trends.

From our website you can search for property assessment information and:



- Check detailed property information
- Review neighbouring properties
- Review sales information
- Save favourites and view recently searched properties

Our website lists property details that are used to create assessments. Please visit our website to review and, if necessary, update your property details to ensure your assessment is based on accurate information.

YOUR ASSESSMENT RELATIVE TO YOUR PROPERTY TAXES

ASSESSED VALUE	×	TAX RATE	=	TAXES PAYABLE
January 2018 \$1,000,000		Spring 2018 0.01%		July 2018 \$100,000

Property taxes are a function of Assessed Value and Tax Rates. An increase in your value does not necessarily mean an increase in your property taxes. Please visit bcassessment.ca/propertytax to learn more.

BC Assessment functions independently of local governments and other taxing authorities and does not set property tax rates.

Property assessments are about determining HOW property taxes are distributed. BC Assessment provides accurate and independent assessment information to local governments and other taxing authorities to determine funding for important services used every day in communities all over British Columbia.

Properties with value increases above the average within their local government or taxing authority may notice a proportionately higher per cent change in property taxes. Those with changes below the average may see a lower than average change.

Contact your local government or taxing authority if you have questions about your property taxes.



**This is Exhibit "D" referred to in the
affidavit of Donald Bergman
sworn before me at Salmon Arm, BC
this 27th day of August 2018**



**A Commissioner for taking Affidavits
for 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



BRITISH COLUMBIA REAL ESTATE ASSOCIATION



THE CANADIAN BAR ASSOCIATION British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal LePage Sussex DATE: August 22, 2018
 ADDRESS: 12874 Madeira Park Road Madeira Park PC: V0N 2H0 PHONE: (604) 883-9525
 PREPARED BY: Mary Mackay, Bill Hunsche & Teresa Slade MLS® NO: R2271817

SELLER: <u>All Canadian Investment Corporation</u>	BUYER: <u>Darren Blair Lamb</u>
SELLER: _____	BUYER: <u>Andrei Sergel Gerus</u>
ADDRESS: <u>825 Lakeshore Drive SW</u>	ADDRESS: <u>21 Ridregate Cres</u>
<u>Suite 2 - 781 Marine Park Dr. NE</u>	<u>Etobicoke, Ontario</u>
<u>Salmon Arm</u> ^{NS} ^{DS} PC: <u>V1E1E V1E 2W7</u>	PC: <u>M8Y 2C9</u>
PHONE: <u>AG DL</u>	PHONE: _____
	OCCUPATION: _____

PROPERTY:

Lot 5 PACKALEN BOULEVARD

UNIT NO.	ADDRESS OF PROPERTY	POSTAL CODE
<u>Garden Bay</u>	<u>V0N 1S1</u>	
CITY/TOWN/MUNICIPALITY	POSTAL CODE	
<u>026-193-001</u>		
PID	OTHER PID(S)	

PL BCP15562 LT 5 DL 3923 LD 36. GROUP 1, & AN UNDIVIDED 3/12TH INTEREST IN LOT 7.

LEGAL DESCRIPTION

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

- PURCHASE PRICE:** The purchase price of the Property will be _____
Seven Hundred Five Thousand
 _____ DOLLARS \$ 705,000.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 34,000.00 which will form part of the Purchase Price, will be paid within 24 hours of acceptance unless agreed as follows: Payable within 24 hours of subject removal excluding weekends and Statutory Holidays

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

DL AG DL
 INITIALS

Lot 5 PACKALEN BOULEVARD Garden Bay VON ISI PAGE 2 of 6 PAGES
PROPERTY ADDRESS

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

The Buyer and Seller agree that all facsimile, scanned copies and photocopies will be treated as originals, and all documentation pertaining to this Contract may be signed in counterparts.


PRIOR TO THE EXECUTION OF THIS CONTRACT, THE BUYER HAS BEEN ADVISED OF THE FOLLOWING:

1. The Buyer must independently verify information provided by the Agents if Buyer deems it important or essential to the purchase. This includes, but is not limited to, information contained on MLS Data Sheets, lot size and lot boundaries. The Buyer's agent makes no representations as to the accuracy of said information.
2. Property Transfer Tax (PTT) totaling 1% of the 1st \$200,000 and 2% of the balance is payable by the Buyer at the time of Completion unless the Buyer qualifies for an exemption. If the Buyer requires further information on the PTT or available exemptions, Buyer should seek advice from a qualified Tax Consultant.
3. Despite any other references in the contract, all non-financial charges contained on title will remain on title after closing.
4. Buyer confirms that they are obligated to pay GST at Completion and will be responsible to pay any GST and apply for any GST rebate in connection with this transaction.
5. Buyer acknowledges that they are purchasing the property as is where is

A copy of the title search result is incorporated into and forms part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results.


A copy of the scratched Property Disclosure Statement dated May 23, 2018 is approved by the Buyer and is incorporated into and forms part of this contract.

Subject to the Seller obtaining Court Approval on or before August 29th, 2018. This condition is for the sole benefit of the Seller.

31st 

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

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INITIALS		

Lot 5 PACKALEN BOULEVARD Garden Bay VON ISI PAGE 3 of 6 PAGES
PROPERTY ADDRESS

- 4. **COMPLETION:** The sale will be completed on September 12, yr. 2018
(Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ m. on September 13, yr. 2018 (Possession Date) OR, subject to the following existing tenancies, if any:

- 6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of September 13, yr. 2018 (Adjustment Date).
- 7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING: _____

- 8. **VIEWED:** The Property and all included Items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on August 9, yr. 2018
- 9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
- 10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); and (2) 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*.

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INITIALS			

Lot 5 PACKALEN BOULEVARD Garden Bay VON ISI PAGE 4 of 6 PAGES
PROPERTY ADDRESS

11B. GST CERTIFICATE: If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. TIME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

13. BUYER FINANCING: If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. CLEARING TITLE: If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. COSTS: The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. RISK: All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. PLURAL: In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

18. REPRESENTATIONS AND WARRANTIES: There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. PERSONAL INFORMATION: The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

- A. for all purposes consistent with the transaction contemplated herein:
- B. If the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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INITIALS

Lot 5 PACKALEN BOULEVARD Garden Bay V0N 1S1 PAGE 5 of 6 PAGES
PROPERTY ADDRESS

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

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

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

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

DS	DS
DS	DS
INITIALS	

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

DS	DS
DL	AG
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 Mary Mackay, Bill Hunsche and Teresa Sladey (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to Royal LePage Sussex (Brokerage).

DS	DS
DS	DS
INITIALS	

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

DS	DS
DS	DS
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.

DS	DS
DS	DS
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.

DS	DS	DS	DS
DL	AG	DS	DS
INITIALS			

