



This is the 1st Affidavit  
of Zdenka Hecimovic in this case  
and it was made on July 19, 2018

No. VLC-S-S-183355  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION

PLAINTIFF

AND:

BDO CANADA LLP

DEFENDANT

AND:

DONALD BERGMAN

THIRD PARTY

**AFFIDAVIT**

I, **ZDENKA HECIMOVIC**, legal administrative assistant, of 2525-1075 West Georgia Street, Vancouver, in the Province of British Columbia, AFFIRM THAT:

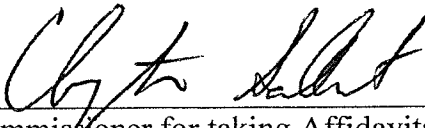
1. I am a legal administrative assistant at Gudmundseth Mickelson LLP, counsel to the Defendant, BDO Canada LLP (“BDO”). I have reviewed the file in this matter, and as such have personal knowledge of the facts and matters deposed to herein save and except where stated to be on information and belief and where so stated I verily believe the same to be true.
2. Attached hereto and marked as **Exhibit “A”** to this my Affidavit is a copy of the Order of Madam Justice Adair made November 10, 2017, in Vancouver Registry Action No. S1710393, in respect of All Canadian Investment Corporation (the “Stay Order”).
3. Attached hereto and marked as **Exhibit “B”** to this my Affidavit is a copy of the Order of Mr. Justice Silverman made December 5, 2017, in Vancouver Registry Action No. S1710393, extending the stay of proceedings set out in the Stay Order, among other things.

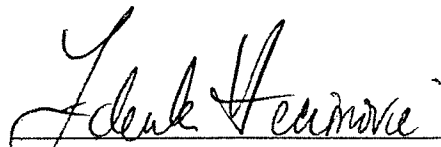
4. Attached hereto and marked as **Exhibit “C”** to this my Affidavit is a copy of the Order of Madam Justice Iyer made March 7, 2018, in Vancouver Registry Action No. S1710393, further extending the stay of proceedings set out in the Stay Order, among other things.
5. Attached hereto and marked as **Exhibit “D”** to this my Affidavit is a copy of the Order of Madam Justice Russell made April 11, 2018, in Vancouver Registry Action No. S1710393, further extending the stay of proceedings set out in the Initial Order and making arrangements for interim financing in respect of All Canadian Investment Corporation, among other things.
6. Attached hereto and marked as **Exhibit “E”** to this my Affidavit is a copy of the Order of Mr. Justice Sewell made June 11, 2018, in Vancouver Registry Action No. S1710393, further extending the stay of proceedings set out in the Stay Order, among other things.
7. Attached hereto and marked as **Exhibit “F”** to this my Affidavit is a copy of the letter dated March 19, 2018, from Mr. David B. Wende, of Counsel to Gudmundseth Mickelson LLP, to Mr. John D. McEown of Boale, Wood & Company Ltd. in its capacity as the Monitor of All Canadian Investment Corporation.
8. Attached hereto and marked collectively as **Exhibit “G”** to this my Affidavit are copies of emails dated March 19, 2018 and March 29, 2018 from Mr. Wende to Mr. Douglas B. Hyndman, counsel for Boale, Wood & Company Ltd. in its capacity as the Monitor of All Canadian Investment Corporation.
9. Attached here to and marked as **Exhibit “H”** to this my Affidavit is a copy of a letter dated April 4, 2018 from Ms. Gartner, counsel for BDO, to Mr. Hyndman.
10. I have reviewed the file in this matter and I am informed by Ms. Gartner that we have not received a response from Mr. McEown, Mr. Hyndman, nor anyone else on behalf of Boale, Wood & Company Ltd., in response to the correspondence at Exhibits F, G, and H to this my Affidavit.
11. Attached here to and marked as **Exhibit “I”** to this my Affidavit is a copy of an email dated May 30, 2018 from Ms. Gartner to Mr. Alastair Wade, counsel for ACIC and Mr. Bergman.
12. Attached here to and marked as **Exhibit “J”** to this my Affidavit is a copy of a BC Company

Summary for 1001695 B.C. Ltd., the results of an online search of the BC Registry Services conducted on July 10, 2018.

- 13. Attached here to and marked as **Exhibit "K"** to this my Affidavit is a copy of the Notice of Articles for 1001695 B.C. Ltd., obtained from the BC Registry Services website on July 10, 2018.
- 14. Attached here to and marked as **Exhibit "L"** to this my Affidavit is a copy of the British Columbia Securities Commission Investigation Order dated May 23, 2018.
- 15. Attached here to and marked as **Exhibit "M"** to this my Affidavit is a copy of a Title Search dated July 9, 2018, obtained from the Land Title Office website for the property described at Parcel Identifier 029-636-876 and owned by Censorio Group (Hastings & Beta) Properties Ltd.
- 16. Attached here to and marked as **Exhibit "N"** to this my Affidavit is a copy of a Title Search dated July 9, 2018, obtained from the Land Title Office website for the property described at Parcel Identifier 028-874-382 and owned by Altezza Properties Ltd., Inc.
- 17. Attached here to and marked as **Exhibit "O"** to this my Affidavit is a copy of a Title Search dated July 9, 2018, obtained from the Land Title Office website for the property described at Parcel Identifier 028-874-391 and owned by Altezza Properties Ltd., Inc.

AFFIRMED BEFORE ME in the City of )  
 Vancouver, Province of British Columbia this )  
 19 day of July, 2018. )  
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 \_\_\_\_\_  
 A Commissioner for taking Affidavits  
 for British Columbia

  
 \_\_\_\_\_  
 ZDENKA HECIMOVIC

**CLAYTON GALLANT**  
 Barrister and Solicitor  
 2525 - 1075 West Georgia Street  
 Vancouver, B.C. Canada V6E 3C9  
 (604) 484-3734



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.

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE )  
 ) 10/Nov/2017  
MADAM JUSTICE ADAIR )

THE APPLICATION of the Petitioner coming on for hearing without notice at Vancouver, British Columbia, on the 10th day of November, 2017 (the "Order Date"); AND ON HEARING Christopher J. Ramsay and Katie G. Mak, counsel for the Petitioner and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the First Affidavit of Donald Bergman sworn November 7th, 2017 and the consent of Boale, Wood & Company Ltd. to act as Monitor; AND UPON BEING ADVISED that Figard Capital Corporation and Van Maren Financial, <sup>Inc.</sup> who are likely to be affected by the charges created herein were given notice; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

This is Exhibit "A" referred  
to in the Affidavit of  
ZDENKA HECLIKOVIC  
sworn (or affirmed) before me on  
19 July 2018  
Chytrik  
(d/d/mmyy)  
A Commissioner for taking Affidavits  
for British Columbia

THIS COURT ORDERS AND DECLARES THAT:

**JURISDICTION**

- 1. The Petitioner is a company to which the CCAA applies.

**SUBSEQUENT HEARING DATE**

- 2. The hearing of the Petitioner's application for an extension of the Stay Period (as defined in paragraph 14 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. on START: Tuesday the 5<sup>TH</sup> day of December 2017 or such other date as this Court may order. (32)

**PLAN OF ARRANGEMENT**

- 3. The Petitioner shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

**POSSESSION OF PROPERTY AND OPERATIONS**

- 4. Subject to this Order and any further Order of this Court, the Petitioner shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"), and continue to carry on its business (the "Business") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioner shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

- 5. The Petitioner shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date:

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding

severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively "Wages"); and

- (b) the fees and disbursements of any Assistants retained or employed by the Petitioner which are related to the Petitioner's restructuring, at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioner, whenever and wherever incurred, in respect of:
  - (i) these proceedings or any other similar proceedings in other jurisdictions in which the Petitioner or any subsidiaries or affiliated companies of the Petitioner are domiciled;
  - (ii) any litigation in which the Petitioner is named as a party or is otherwise involved, whether commenced before or after the Order Date; and
  - (iii) any related corporate matters.

6. Except as otherwise provided herein, the Petitioner shall be entitled to pay all expenses reasonably incurred by the Petitioner in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services, provided that any capital expenditure exceeding \$50,000 shall be approved by the Monitor;
- (b) all obligations incurred by the Petitioner after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioner following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Petitioner's obligations incurred prior to the Order Date); and
- (c) fees and disbursements of the kind referred to in paragraph 5(b) which may be incurred after the Order Date.

7. The Petitioner is authorized to remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
  - (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Petitioner in connection with the sale of goods and services by the Petitioner, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
  - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.
8. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Petitioner shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated between the Petitioner and the landlord from time to time ("Rent"), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including Order Date shall also be paid.
9. Except as specifically permitted herein, the Petitioner is hereby directed, until further Order of this Court:
- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Petitioner to any of its creditors as of the Order Date except as authorized by this Order;

- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of its Property, nor become a guarantor or surety, nor otherwise become liable in any manner with respect to any other person or entity except as authorized by this Order;
- (d) to not grant credit except in the ordinary course of the Business only to its customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Petitioner to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

## RESTRUCTURING

10. Subject to such requirements as are imposed by the CCAA, the Petitioner shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down all or any part of its Business or operations and commence marketing efforts in respect of any of its redundant or non-material assets and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$300,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing for its Business or Property, in whole or part;

all of the foregoing to permit the Petitioner to proceed with an orderly restructuring of the Business (the "Restructuring").

11. The Petitioner shall provide each of the relevant landlords with notice of the Petitioner's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Petitioner's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable



secured creditors who claim a security interest in the fixtures, such landlord and the Petitioner, or by further Order of this Court upon application by the Petitioner, the landlord or the applicable secured creditors on at least two (2) clear days' notice to the other parties. If the Petitioner disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Petitioner's claim to the fixtures in dispute.

12. If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Petitioner and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims the landlord may have against the Petitioner, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be entitled to notify the Petitioner of the basis on which it is taking possession and gain possession of and re-lease such leased premises to any third party or parties on such terms as the landlord considers advisable, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

13. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the "Relevant Enactment"), the Petitioner, in the course of these proceedings, is permitted to, and hereby shall, disclose personal information of identifiable individuals in its possession or control to stakeholders, its advisors, prospective investors, financiers, buyers or strategic partners (collectively, "Third Parties"), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioner binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioner or destroy it. If the Third Parties acquire personal

information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioner.

#### **STAY OF PROCEEDINGS, RIGHTS AND REMEDIES**

14. Until and including December 9, 2017, or such later date as this Court may order (the "Stay Period"), no action, suit or proceeding in any court or tribunal (each, a "Proceeding") against or in respect of the Petitioner or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the written consent of the Petitioner and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioner or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court, except for the foreclosure proceeding commenced by Fisgard Capital Corporation (BCSC No. H-170363).

15. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Petitioner or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Petitioner and the Monitor or leave of this Court.

16. Nothing in this Order, including paragraphs 14 and 15, shall: (i) empower the Petitioner to carry on any business which the Petitioner is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioner.

#### **NO INTERFERENCE WITH RIGHTS**

17. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence

or permit in favour of or held by the Petitioner, except with the written consent of the Petitioner and the Monitor or leave of this Court.

#### **CONTINUATION OF SERVICES**

18. During the Stay Period, all Persons having oral or written agreements with the Petitioner or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Petitioner, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Petitioner, and that the Petitioner shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Petitioner in accordance with normal payment practices of the Petitioner or such other practices as may be agreed upon by the supplier or service provider and the Petitioner and the Monitor, or as may be ordered by this Court.

#### **NON-DEROGATION OF RIGHTS**

19. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Petitioner on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

20. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of the Petitioner with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Petitioner whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Petitioner, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioner or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of the

Petitioner that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

#### **DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE**

21. The Petitioner shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Petitioner after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. The directors and officers of the Petitioner shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$50,000, as security for the indemnity provided in paragraph 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs 33 and 36 herein.

23. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Petitioner's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

#### **APPOINTMENT OF MONITOR**

24. Boale, Wood & Company Ltd. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioner with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioner and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Petitioner pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

25. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Petitioner's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Petitioner in its development of the Plan and any amendments to the Plan;
- (d) assist the Petitioner, to the extent required by the Petitioner, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioner, to the extent that is necessary to adequately assess the Petitioner's business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

26. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

27. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection,

conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the *British Columbia Environmental Management Act*, the *British Columbia Fish Protection Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. The Monitor shall provide any creditor of the Petitioner with information provided by the Petitioner in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Petitioner is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Petitioner may agree.

29. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

#### **ADMINISTRATION CHARGE**

30. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioner shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioner as part of the cost of these proceedings. The Petitioner is hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Petitioner on a periodic basis and, in addition, the Petitioner is hereby authorized to pay to the Monitor and counsel to the Petitioner, retainers in the amounts of \$50,000 to each to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

31. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of

the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

32. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioner shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Petitioner's restructuring. The Administration Charge shall have the priority set out in paragraphs 33 and 35 hereof.

**VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

33. The priorities of the Administration Charge and the Directors' Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$250,000); and

Second – Directors' Charge (to the maximum amount of \$50,000).

34. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge and the Directors' Charge (collectively, the "Charges") shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

35. The Administration Charge shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "Encumbrances"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

36. The Directors' Charge shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "Encumbrances"), in favour of any Person, save

and except those claims contemplated by section 11.8(8) of the CCAA and the secured claim of Fisgard Capital Corporation and of Van Maren Financial Ltd. ~~72~~ KEJAS.

37. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioner shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioner obtains the prior written consent of the Monitor, and the beneficiaries of the Administration Charge and the Directors' Charge.

38. The Administration Charge and the Directors' Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Petitioner; and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Petitioner of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by the creation of the Charges; and
- (c) the payments made by the Petitioner pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

39. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Petitioner's interest in such real property leases.



## SERVICE AND NOTICE

40. The Monitor shall (i) without delay, publish in the Vancouver Sun a notice containing the information prescribed under the CCAA, (ii) within five days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Petitioner of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, except for the names, addresses and amount of claims of the Petitioner's preferred shareholders, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

41. The Petitioner and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioner's creditors or other interested parties at their respective addresses as last shown on the records of the Petitioner and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

42. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "Service List") to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: [www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/](http://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/).

43. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on its website at: [www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/](http://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/).

44. Notwithstanding paragraphs 40 and 42 of this Order, service of the Petition,, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-

50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

**GENERAL**

45. The Petitioner or the Monitor may from time to time apply to this Court for directions in the discharge of its powers and duties hereunder.

46. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Petitioner, the Business or the Property.

47. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioner and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioner and the Monitor and their respective agents in carrying out the terms of this Order.

48. Each of the Petitioner and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Petitioner to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended.

49. The Petitioner may (subject to the provisions of the CCAA and the BIA) at any time file a voluntary assignment in bankruptcy or a proposal pursuant to the commercial reorganization provisions of the BIA if and when the Petitioner determines that such a filing is appropriate.

50. The Petitioner is hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

51. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

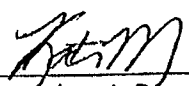
52. Any interested party (including the Petitioner and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

53. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.


54. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

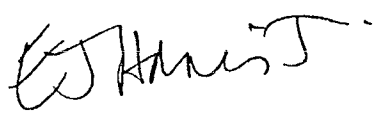
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

\_\_\_\_\_  
Signature of  
 Party  Lawyer for the Petitioners

  
\_\_\_\_\_  
Christopher J. Ramsay / Katie G. Mak

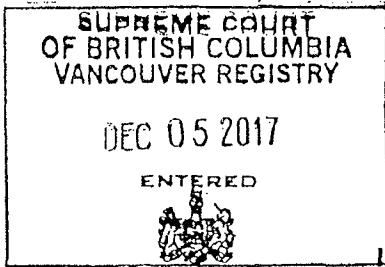
BY THE COURT

  
\_\_\_\_\_  
REGISTRAR



Schedule "A"

Geoffrey Dabbs	Van Maren Financial <i>llc.</i>



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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE )  
MR JUSTICE SILVERMAN ) 5/Dec/2017

This is Exhibit "B" referred  
to in the Affidavit of  
ZDENKA HECHMONIC  
sworn (or affirmed) before me on  
19 July 2018  
[dd/mm/yyyy]  
[Signature]  
A Commissioner for taking Affidavits  
for British Columbia

THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on the 5th day of December, 2017; AND ON HEARING Katie G. Mak, counsel for the Petitioner and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCA"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Service hereof upon any interested party other than those parties on the service list maintained by the Petitioner and the Monitor in this matter is hereby dispensed with.
2. The stay of proceedings provided for in the Initial Order pronounced on November 10, 2017, is hereby extended to March 9, 2018.

3. The approval of counsel as to form listed as Schedule "A" hereto, except for counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Kat. M

Signature of

Party  Lawyer for the Petitioners

Katie G. Mak

BY THE COURT [Signature] J.

[Signature]  
REGISTRAR



Schedule "A"

Douglas Hyndman	Counsel for the Monitor

**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

---

**ORDER MADE AFTER APPLICATION**

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**CLARK WILSON LLP**  
900 – 881 West Georgia Street  
Vancouver, BC V7C 3H1

Telephone: 604-687-5700  
Facsimile: 604-687-6314

24371-0033

KGM/dht



SUPREME COURT  
 OF BRITISH COLUMBIA  
 VANCOUVER REGISTRY  
 MAR 07 2018  
 ENTERED

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

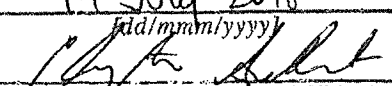
**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE ) WEDNESDAY, THE 7th DAY OF  
 MR./MADAM JUSTICE ) MARCH 2018.  
TYER )

THE APPLICATION of Petitioner, coming on for hearing at Vancouver, British Columbia, on the 7<sup>th</sup> day of March, 2018, and on hearing Jeremy D. West, counsel for the Petitioner, and those other counsel listed on Schedule "A" hereto, AND UPON READING the material filed, AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

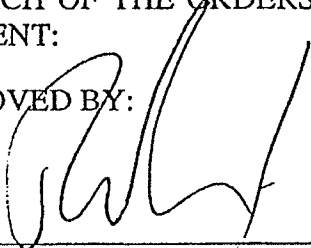
1. Service hereof upon any interested party other than those parties on the service list maintained by the Petitioner and the Monitor in this matter is hereby dispensed with.
2. The stay of proceedings provided for in the Initial Order pronounced on November 10, 2017, and extended by Order dated December 5, 2017, is hereby extended to April 11, 2018.

This is Exhibit "C" referred to in the Affidavit of  
ZDENKA HECEMOVIC  
 sworn (or affirmed) before me on  
19 July 2018  
(dd/mm/yyyy)  
  
 A Commissioner for taking Affidavits  
 for British Columbia

- 3. The approval of counsel as to form listed as Schedule "A" hereto, except for counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

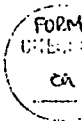


\_\_\_\_\_  
 Jeremy D. West  
 Counsel for the Petitioner

By the Court.



\_\_\_\_\_  
 Registrar



**Schedule A – List of Counsel Appearing**

Douglas Hyndman	Monitor
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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

This is Exhibit "D" referred  
to in the Affidavit of

AND

ZDENKA HEJMONIC IN THE MATTER OF THE BUSINESS CORPORATIONS ACT,  
sworn (or affirmed) before me on S.B.C. 2002, c. 57, AS AMENDED

AND

19 July 2018  
[Signature] IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT,  
A Commissioner for taking Affidavits R.S.C. 1985, c. C-44, AS AMENDED  
for British Columbia

AND

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

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE ) WEDNESDAY, THE 11th  
MADAM JUSTICE RUSSELL ) DAY OF APRIL, 2018  
)

ON THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on the 11th day of April, 2018; AND ON HEARING Jeremy D. West and Liam Oster, counsel for the Petitioner, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCA"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court:

THIS COURT ORDERS that:

1. The time for service of the Notice of Application herein is hereby abridged such that the Notice of Application is properly returnable today and service hereof upon any interested party other than those parties on the service list maintained by the Petitioner and the Monitor in these proceedings is hereby dispensed with.
2. The stay of proceedings and the other relief provided for in the Order of this Court pronounced on November 10, 2017 (the "Initial Order"), as extended by Order dated March 8, 2018, is hereby extended to June 11, 2018.

3. Any capitalized terms not otherwise defined in this Order shall have the same meanings ascribed to them in the Initial Order.
4. Section 25 of the Initial Order is hereby deleted and the following is substituted in its place:
  25. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
    - (a) monitor the Petitioner's receipts and disbursements;
    - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
    - (c) assist the Petitioner, to the extent required by the Petitioner, in its dissemination of information to DIDS-BC Holdings Ltd. (the "Interim Lender") and its counsel in accordance with the provisions of the Interim Lending Facility Agreement between the Petitioner and the Interim Lender dated as of March 27, 2018 (the "Interim Lending Facility Agreement"), or as otherwise agreed to by the Interim Lender, which information may be used and relied on in these proceedings;
    - (d) advise the Petitioner in its preparation of the Petitioner's cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis and in accordance with the provisions of the Interim Lending Facility Agreement, or as otherwise agreed to by the Interim Lender;
    - (e) in addition to and without in any way limiting the foregoing, provide the Interim Lender with information provided by the Petitioner in response to reasonable requests for information made in writing by the Interim Lender addressed to the Monitor;
    - (f) advise the Petitioner in its development of the Plan and any amendments to the Plan;
    - (g) assist the Petitioner, to the extent required by the Petitioner, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
    - (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioner, to the extent that is necessary to adequately assess the Petitioner's business and financial affairs or to perform its duties arising under this Order;

- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.
5. The Petitioner is hereby authorized and empowered to obtain and borrow under a credit facility from the Interim Lender in order to finance the continuation of the Business and preservation of the Property, provided that borrowings under such credit facility shall not exceed \$2,060,000 unless permitted by further Order of this Court.
6. Such credit facility shall be on the terms and subject to the conditions set forth in the Interim Lending Facility Agreement between the Petitioner and the Interim Lender dated as of March 27, 2018, a copy of which is attached as Exhibit C to Affidavit #5 of Donald Bergman, sworn April 6, 2018 and filed in these proceedings.
7. The Petitioner is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees, assignments and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Interim Lending Facility Agreement or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Petitioner is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the Interim Lending Facility Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
8. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property in the amount of \$2,060,000, plus all interest, fees, costs and disbursements payable under the Interim Lending Facility Agreement, including the fees and disbursements of any legal counsel to the Interim Lender. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out at paragraph 11 and 13 of this Order.
9. Notwithstanding any other provision of any order made in these proceedings:
- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon seven days' notice to the Petitioner and the Monitor, may exercise any and all of its rights and remedies against the

Petitioner or the Property under or pursuant to the Interim Lending Facility Agreement, the Definitive Documents and the Interim Lender's Charge, including without limitation, to cease making advances to the Petitioner and set off and/or consolidate any amounts owing by the Interim Lender to the Petitioner against the obligations of the Petitioner to the Interim Lender under the Interim Lending Facility Agreement, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Petitioner and for the appointment of a trustee in bankruptcy of the Petitioner; and

(c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioner or the Property.

10. The Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioner under the CCAA, or any proposal filed by the Petitioner under the BIA with respect to any advances made under the Definitive Documents.
11. Section 33 of the Initial Order is hereby deleted and the following is substituted in its place:
  33. The priorities of the Administration Charge, the Interim Lender's Charge and the Directors' Charge, as among them, shall be as follows:
    - First — Administration Charge (to the maximum amount of \$250,000);
    - Second — Interim Lender's Charge (to the maximum of \$2,060,000, plus all interest, fees, costs and disbursements payable under the Interim Lending Facility Agreement, including the fees and disbursements of any legal counsel to the Interim Lender); and
    - Third — Directors' Charge (to the maximum amount of \$50,000).
12. Section 34 of the Initial Order is hereby deleted and the following is substituted in its place:
  34. Any security documentation evidencing, or the filing, registration or perfection of, the Administration Charge, the Interim Lender's Charge and the Directors' Charge (collectively, the "Charges") shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

13. Section 35 of the Initial Order is hereby deleted and the following is substituted in its place:

35. Each of the Charges shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "Encumbrances"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

14. Section 36 of the Initial Order is hereby deleted and the following is substituted in its place:

36. The Directors' Charge shall constitute a mortgage, security interest, assignment by way of security and charge on the Property and such Charge shall rank in priority to all other Encumbrances in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA, the Administration Charge, the Interim Lender's Charge, and the secured claims of Fisgard Capital Corporation and of Van Maren Financial Ltd.

15. Section 37 of the Initial Order is hereby deleted and the following is substituted in its place:

37. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioner shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioner obtains the prior written consent of the Monitor, the Interim Lender, and the affected beneficiaries of the Charges.

16. Section 38 of the Initial Order is hereby deleted and the following is substituted in its place:

38. The Administration Charge, the Directors' Charge, the Interim Lending Facility Agreement, the Definitive Documents and the Interim Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "Agreement")



which binds the Petitioner; and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Interim Lending Facility Agreement or the Definitive Documents shall create or be deemed to constitute a breach by the Petitioner of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Petitioner entering into the Interim Lending Facility Agreement, the creation of the Charges, or the execution, delivery of performance of the Definitive Documents; and

(c) the payments made by the Petitioner pursuant to this Order, the Interim Lending Facility Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

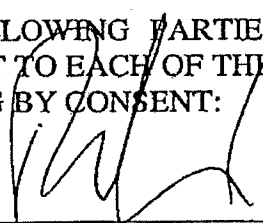
17. At the Closing Date (as that term is defined in the Interim Lending Facility Agreement), the Interim Lender will advance \$853,637.15, plus any interest accruing on this amount from April 11, 2018 to the Closing Date at the rate(s) of interest provided for in the Order Nisi (as defined below), plus costs incurred by Fisgard Capital Corporation ("**Fisgard**") in relation to these proceedings (the "**Fisgard Redemption Amount**"), from the funds available under the Interim Lending Facility Agreement to Fisgard in full and final satisfaction of the Petitioner's obligations to Fisgard, including the Petitioner's obligations under the security instruments (collectively, the "**Fisgard Encumbrances**") referenced at paragraphs 1, 2 and 3 of the order nisi pronounced by this Court on December 1, 2018 in Vancouver Registry Action No. H-170363 (the "**Order Nisi**"), a copy of which is attached as Exhibit B to Affidavit #5 of Donald Bergman, sworn April 6, 2018 and filed in these proceedings. Upon payment of the Fisgard Redemption Amount to Fisgard: (i) all of Fisgard's claims against the Petitioner shall immediately be discharged, extinguished and released; (ii) the Petitioner's right, title, interest and equity in the Property set out in the Order Nisi shall be redeemed in accordance with the terms of the Order Nisi; and (iii) the Petitioner shall be authorized and directed to immediately file the materials necessary to discharge the Fisgard Encumbrances.

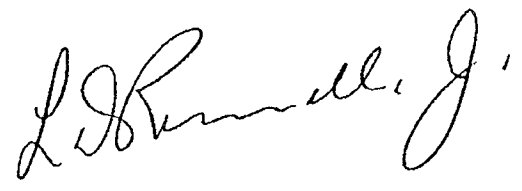
18. Notwithstanding any other term of this Order or any term of the Interim Lending Facility Agreement, the Interim Lender is not obligated to pay the Fisgard Redemption Amount or advance any funds under the Interim Lending Facility Agreement until the Interim Lender is satisfied that Fisgard has delivered into escrow with the Petitioner's counsel a letter authorizing the discharge of Fisgard's certificate of pending litigation filed under charge no. CA6209199 and all other

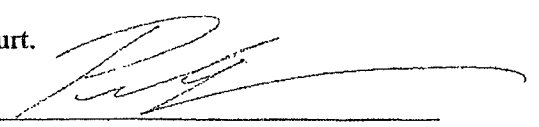
materials necessary to effect the discharge of the Fisgard Encumbrances, as determined in the sole discretion of the Interim Lender.

- 19. Notwithstanding any other term of this Order or any term of the Interim Lending Facility Agreement, the Fisgard Encumbrances shall rank in priority to the Interim Lender's Charge until Fisgard has received payment of the Fisgard Redemption Amount.
- 20. Notwithstanding any other term of this Order or any term of the Interim Lending Facility Agreement, approval of the Interim Lending Facility Agreement and in particular paragraphs 4 to 17 of this Order are conditional on the Petitioner:
  - (i) registering with the British Columbia Land Titles and Survey Authority all executed mortgages in registrable form that it holds or controls as security for the Loan Portfolio; and
  - (ii) taking steps, to the satisfaction of the Monitor, to initiate enforcement proceedings of its security interests in real property that secures the Loan Portfolio.
- 21. The management fee payable by the Petitioner to ACIC Financial Development Inc. pursuant to the management agreement between the Petitioner and AFDI dated September 18, 2003 is reduced to \$25,000 per month effective immediately.
- 22. The Petitioner shall promptly give the Monitor all information and materials in its possession or control regarding the security of the Loan Portfolio to the extent that such information and materials have not been previously disclosed.
- 23. The approval of counsel as to form hereto, except for counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
 \_\_\_\_\_  
 Signature of Jeremy D. West  
 Solicitor for the Petitioner



By the Court.  
  
 \_\_\_\_\_  
 Registrar

**Schedule "A"**

Douglas B. Hyndman	Counsel for the Monitor
Scott H. Stephens	Counsel for Fisgard Capital Corporation

No. S-1710393  
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

**ORDER MADE AFTER APPLICATION**

File No.: 228558-0000

Initials: JDW/jpk

**WATSON GOEPEL LLP**

Lawyers

Suite 1200 - 1075 West Georgia Street

VANCOUVER, B.C.

V6E 3C9

Tel: (604) 688 1301

Fax: (604) 688 8193

12/A  
i.d.w.  
**RUSH!**



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

This is Exhibit "E" referred to in the Affidavit of

ZDENKA HEČIMOVIĆ  
sworn (or affirmed) before me on

AND

19 July 2018  
[dd/mm/yyyy]

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

[Signature]  
A Commissioner for taking Affidavits  
for British Columbia

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

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE ) MONDAY, THE 11th DAY OF  
Mr. JUSTICE SELWELL ) JUNE 2018.  
)

THE APPLICATION of Petitioner, coming on for hearing at Vancouver, British Columbia, on the 11th day of June, 2018, and on hearing Jeremy D. West, counsel for the Petitioner, and those other counsel listed on Schedule "A" hereto, AND UPON READING the material filed, AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

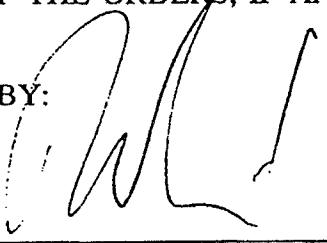
**THIS COURT ORDERS AND DECLARES THAT:**

1. The time for service of this Notice of Application and the materials herein is abridged such that the application is properly returnable on Monday, June 11, 2018.
2. Service hereof upon any interested party other than those parties on the service list maintained by the Petitioner and the Monitor in this matter is hereby dispensed with.
3. The stay of proceedings provided for in the order pronounced by this Honourable Court on April 11, 2018 is hereby extended to September 7, 2018.

- 4. As at April 26, 2018, the conditions set forth at paragraph 20 of the Order made in these proceedings on April 11, 2018, were satisfied in full, or are hereby deemed to have been satisfied in full, and the relief granted in the Order made April 11, 2018, including the approval of the interim lending facility agreement between the Petition and DID-BC Holdings Ltd., dated March 27, 2018, and the granting of the interim lender's charge, was in full force and effect; and
- 5. The approval of counsel as to form listed as Schedule "A" hereto, except for counsel for the Petitioner, is hereby dispensed with:

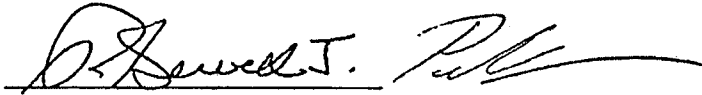
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:



\_\_\_\_\_  
 Jeremy D. West  
 Counsel for the Petitioner

By the Court.



Registrar



**Schedule A – List of Counsel Appearing**

Douglas Hyndman	Monitor

No. S-1710393  
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

**ORDER MADE AFTER APPLICATION**

File No.: 228558-0000  
Initials: JDW/jpk



WATSON GOEPEL LLP  
Lawyers

Suite 1200 - 1075 West Georgia Street  
VANCOUVER, B.C.  
V6E 3C9

Tel: (604) 688 1301  
Fax: (604) 688 8193

**RUSH**

9/11

RECEIVED





2525 - 1075 W Georgia St.  
Vancouver BC Canada V6E 3G9  
604 685 6272  
www.lawgm.com

DAVID B. WENDE, OF COUNSEL  
dbw@lawgm.com  
Direct Line: 604-484-3733

March 19, 2018

Delivered

Boale, Wood & Company Ltd.  
Suite 1140 — 800 West Pender Street  
Vancouver, BC V6C 2V6

Attention: John D. McEown, CPA, CA, CIRP

This is Exhibit "F" referred  
to in the Affidavit of

ZDENKA HECEMOVIC  
sworn (or affirmed) before me on

19 July 2018

(dd/mm/yyyy)

[Signature]  
A Commissioner for taking Affidavits  
for British Columbia

Re: **All Canadian Investment Corporation v. BDO Canada LLP, BCSC VLC-s-s  
183355, Vancouver Registry**

Dear Sir:

We are counsel to BDO Canada LLP (BDO). On March 1, 2018, the Plaintiff All Canadian Investment Corporation (ACIC) commenced the above noted action against BDO by way of a Notice of Civil Claim.

We note that you are the Monitor for ACIC in the CCAA proceedings before the Court (S1710393, Vancouver Registry) and that there remains a stay in this proceeding against any action, suit or proceeding in respect of ACIC without leave of the Court or the written consent of ACIC and you as Monitor. In reviewing your ACIC website maintained as Monitor, we can find no Order of the Court authorizing this proceeding against our client.

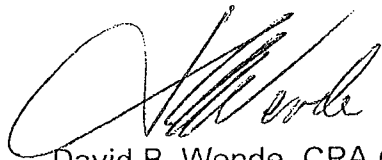
Would you be kind enough to confirm that on or before March 1, 2018, you and ACIC gave your written consent to bringing this proceeding against BDO and provide us with a copy of same?

We look forward to your response.

Yours truly,

GUDMUNDSETH MICKELSON LLP

Per:

A handwritten signature in black ink, appearing to read "D. Wende". The signature is fluid and cursive, with a large initial "D" and "W".

David B. Wende, CPA (Hon.)  
Of Counsel  
DBW/

cc: Client

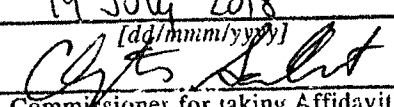
From: David B. Wende  
 Sent: March-29-18 10:28 AM  
 To: 'dhyndman@kornfeldllp.com'  
 Cc: Howard A. Mickelson; Janet L. Gartner  
 Subject: FW: Boale Wood & Company, Monitor for ACIC  
 Attachments: LT McEown Mar 19 2018 (00210851xCEA79).pdf; Notice of Civil Claim Filed Mar 1 2018 (00210128xCEA79).pdf

Mr. Hyndman

I do not appear to have a response to my letter original addressed to your client as monitor of ACIC. May I please hear back from you?

David B. Wende, CPA (Hon.)\*  
 Of Counsel to  
 HOWARD A. MICKELSON LLP  
[www.lawgm.com](http://www.lawgm.com)

2525 – 1075 Georgia Street  
 Vancouver BC Canada V6E 3C9  
 General – 604.685.6272  
 Direct – 604.351.1626  
[dbw@lawgm.com](mailto:dbw@lawgm.com)

This is Exhibit "6" referred  
 to in the Affidavit of  
ZDENKA HECEMOVIC  
 sworn (or affirmed) before me on  
19 July 2018  
 [dd/mm/yyyy]  
  
 A Commissioner for taking Affidavits  
 for British Columbia

\*David B. Wende Professional Law Corporation

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From: David B. Wende  
 Sent: Monday, March 19, 2018 12:17 PM  
 To: 'dhyndman@kornfeldllp.com' <dhyndman@kornfeldllp.com>  
 Cc: 'jmceown@boalewood.ca' <jmceown@boalewood.ca>  
 Subject: Boale Wood & Company, Monitor for ACIC

Dear Mr. Hyndman

I have just spoken with Mr. McEown, CPA, CA of Boale Wood & Company in response to my letter to him of yesterday. I attached a copy of that letter as well as the Notice of Civil Claim against my client referred to therein.

Mr. McEown having advised me that you represent his firm as Monitor for All Canadian Investments Corporation, we agreed I would forward you this letter, cc. your client, and deal with you in the future directly for a response.

In addition, I will probably be requiring your client's position in respect of a securities for costs application that will follow shortly after the Response to Civil Claim is filed in this action against my client BDO.

I look forward to hearing from you.

Regards

David B. Wende, CPA (Hon.)\*  
Of Counsel to  
GUDMUNDSETH MICKELSON LLP  
[www.lawgm.com](http://www.lawgm.com)

2525 – 1075 Georgia Street  
Vancouver BC Canada V6E 3C9  
General – 604.685.6272  
Direct – 604.351.1626  
[dbw@lawgm.com](mailto:dbw@lawgm.com)

\*David B. Wende Professional Law Corporation

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2525 - 1075 W Georgia St.  
Vancouver BC Canada V6E 3C9  
604 685 6272  
www.lawgm.com

JANET L. GARTNER  
JLG@lawgm.com  
Direct Line: 604 628 5010

April 4, 2018

BY EMAIL: dhyndman@kornfeldllp.com

Attention: Douglas B. Hyndman

Kornfeld LLP  
1100 One Bentall Centre  
505 Burrard Street  
Vancouver, BC V7X 1M5

This is Exhibit "4" referred  
to in the Affidavit of  
ZDENKA HECI MOVIC  
sworn (or affirmed) before me on  
19 July 2018  
[Signature]  
A Commissioner for taking Affidavits  
for British Columbia

**Re: All Canadian Investment Corporation ("ACIC") v. BDO Canada LLP  
BCSC, VLC-S-S 183355, Vancouver Registry**

We write to provide the monitor in the CCAA proceedings, Boale Wood & Company, with the Response to Civil Claim and Counterclaim of BDO Canada LLP filed in the Vancouver Registry on March 29, 2018 with respect to the above-noted matter.

Mr. Wende of our office has written to you on March 19, 2018 and March 29, 2018 to inquire whether your client provided its consent for ACIC to commence this action. Could you kindly reply?

GUDMUNDSETH MICKELSON LLP

[Signature]  
Janet L. Gartner  
JLG/zjh

Enclosures

om: Janet L. Gartner  
sent: Wednesday, May 30, 2018 10:41 AM  
To: 'Alastair Wade'; John Shields  
Subject: RE: ACIC v. BDO Canada LLP

As we did not hear from you, we arranged to serve Mr. Bergman personally, which service has now been effected. We look forward to hearing whether Mr. Bergman will be retaining independent counsel.

In the interim, we are preparing an application for security for costs against ACIC, and we will deliver that material to you in due course.

Best,

JANET L. GARTNER\*  
GUDMUNDSETH MICKELSON LLP  
[www.lawgm.com](http://www.lawgm.com)

2525 – 1075 W Georgia Street  
Vancouver BC Canada V6E 3C9  
General – 604.685.6272  
Direct – 604.628.5010  
[jlq@lawgm.com](mailto:jlq@lawgm.com)

This is Exhibit "I" referred  
to in the Affidavit of  
ZDENKA HECEMOVIC  
sworn (or affirmed) before me on  
19 July 2018  
[dd/mm/yyyy]  
[Signature]  
A Commissioner for taking Affidavits  
for British Columbia

enotes law corporation

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From: Alastair Wade [mailto:AWade@shieldsharney.com]  
Sent: Monday, May 07, 2018 11:33 AM  
To: Zdenka J. Hecimovic <zjh@LAWGM.COM>; John Shields <jshields@shieldsharney.com>  
Cc: Janet L. Gartner <jlg@LAWGM.COM>  
Subject: RE: ACIC v. BDO Canada LLP

I have just returned to the office since departing on April 26, 2018.

I am advised that Mr. Bergman is away until May 22, 2018.

I will obtain my client's instructions at that time.

However, your client's Third Party Notice is a nullity and an abuse of process as any claim against Mr. Bergman, for any alleged wrongdoing, would be that of the company and not BDO Canada LLP.

Best regards,

Alastair Wade

Alastair Wade Law Corporation  
#490 – 1177 West Hastings Street  
Vancouver, BC V6E 2K3

Direct: 604-891-1316  
Office: 604-682-7770  
Fax: 604-682-1822  
E-mail: [awade@shieldsharney.com](mailto:awade@shieldsharney.com)

**Alastair Wade Law Corporation is an Independent Law Corporation doing business under “Shields Harney”. Not a partnership.**

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**From:** Zdenka J. Hecimovic <[zjh@LAWGM.COM](mailto:zjh@LAWGM.COM)>  
**Sent:** Tuesday, April 24, 2018 3:36 PM  
**To:** John Shields <[jshields@shieldsharney.com](mailto:jshields@shieldsharney.com)>; Alastair Wade <[AWade@shieldsharney.com](mailto:AWade@shieldsharney.com)>  
**Cc:** Janet L. Gartner <[jljg@LAWGM.COM](mailto:jljg@LAWGM.COM)>  
**Subject:** ACIC v. BDO Canada LLP

Gentlemen,

Please find attached correspondence from Ms. Gartner of today’s date enclosing the attached Third Party Notice.

Kind regards,

**ZDENKA HECIMOVIC**  
Assistant to Stein K. Gudmundseth, Q.C.,  
Lisa Martz and Janet Gartner  
604.484-3702

**GUDMUNDSETH MICKELSON LLP**  
[www.lawgm.com](http://www.lawgm.com)

2525 – 1075 W Georgia Street  
Vancouver BC Canada V6E 3C9  
General – 604.685.6272  
Direct – 604.484.3702  
[zjh@lawgm.com](mailto:zjh@lawgm.com)

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BC Company Summary

For 1001695 B.C. LTD.

This is Exhibit "J" referred to in the Affidavit of

Date and Time of Search: July 10, 2018 01:21 PM Pacific Time
Currency Date: June 07, 2018

ZDENKA HECHMOVIC
sworn (or affirmed) before me on
19 July 2018

ACTIVE

A Commissioner for taking Affidavits for British Columbia

Incorporation Number: BC1001695
Name of Company: 1001695 B.C. LTD.
Recognition Date and Time: Incorporated on May 08, 2014 12:24 PM Pacific Time
Last Annual Report Filed: May 08, 2018
In Liquidation: No
Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address: 800 - 885 WEST GEORGIA STREET VANCOUVER BC V6C 3H1 CANADA

Delivery Address: 800 - 885 WEST GEORGIA STREET VANCOUVER BC V6C 3H1 CANADA

RECORDS OFFICE INFORMATION

Mailing Address: 800 - 885 WEST GEORGIA STREET VANCOUVER BC V6C 3H1 CANADA

Delivery Address: 800 - 885 WEST GEORGIA STREET VANCOUVER BC V6C 3H1 CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name: BERGMAN, DONALD F.

Mailing Address: SUITE 2 - 781 MARINE PRK DRIVE SALMON ARM BC V1E 2W7 CANADA

Delivery Address: SUITE 2 - 781 MARINE PRK DRIVE SALMON ARM BC V1E 2W7 CANADA

OFFICER INFORMATION AS AT May 08, 2018



**Last Name, First Name, Middle Name:**

Bergman, Donald F.

46

**Office(s) Held:** (President)

**Mailing Address:**

SUITE 2 - 781 MARINE PARK DRIVE  
SALMON ARM BC V1E 2W7  
CANADA

**Delivery Address:**

SUITE 2 - 781 MARINE PARK DRIVE  
SALMON ARM BC V1E 2W7  
CANADA

---



BC Registry Services

Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca

Location: 2nd Floor - 940 Blanshard Street Victoria BC 1 877 526-1526

# Notice of Articles

BUSINESS CORPORATIONS ACT

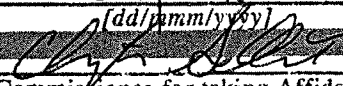
*This Notice of Articles was issued by the Registrar on: May 8, 2014 12:24 PM Pacific Time*

*Incorporation Number: BC1001695*

*Recognition Date and Time: Incorporated on May 8, 2014 12:24 PM Pacific Time*

## NOTICE OF ARTICLES

Name of Company:  
1001695 B.C. LTD.

This is Exhibit K referred to in the Affidavit of ZDENKA HECEMONIC sworn (or affirmed) before me on 19 July 2018 [dd/mm/yyyy]  A Commissioner for taking Affidavits for British Columbia

## REGISTERED OFFICE INFORMATION

Mailing Address:  
800 - 885 WEST GEORGIA STREET  
VANCOUVER BC V6C 3H1  
CANADA

Delivery Address:  
800 - 885 WEST GEORGIA STREET  
VANCOUVER BC V6C 3H1  
CANADA

## RECORDS OFFICE INFORMATION

Mailing Address:  
800 - 885 WEST GEORGIA STREET  
VANCOUVER BC V6C 3H1  
CANADA

Delivery Address:  
800 - 885 WEST GEORGIA STREET  
VANCOUVER BC V6C 3H1  
CANADA

**DIRECTOR INFORMATION**

**st Name, First Name, Middle Name:**  
BERGMAN, DONALD F.

**Mailing Address:**  
825 LAKESHORE DRIVE, SW  
SALMON ARM BC V1E 1E4  
CANADA

**Delivery Address:**  
825 LAKESHORE DRIVE, SW  
SALMON ARM BC V1E 1E4  
CANADA

**AUTHORIZED SHARE STRUCTURE**

1. No Maximum	Common Shares	Without Par Value
		Without Special Rights or Restrictions attached



British Columbia Securities Commission

COR#2018/069

**Investigation Order**

**All Canadian Investment Corporation and Donald Bergman  
(collectively, the Subjects)**

**Section 142 of the *Securities Act*, RSBC 1996, c. 418**

Considering it to be expedient for the administration of the Act, and in respect of matters relating to trading in securities in British Columbia, the British Columbia Securities Commission (Commission) orders, under section 142 of the Act, that staff of the Corporate Finance Division and the Enforcement Division of the Commission are appointed to make an investigation into:

1. All Canadian Investment Corporation's financial reporting and disclosure about its assets, security, and default risk, and
2. Donald Bergman's personal enrichment from All Canadian Investment Corporation's corporate assets and opportunities,

from approximately September 2013 onwards.

Dated May 23, 2018

Brenda M. Leong  
Chair

This is Exhibit "L" referred  
to in the Affidavit of  
ZDENKA HECHMOVIC  
sworn (or affirmed) before me on  
19 July 2018  
[dd/mm/yyyy]  
  
A Commissioner for taking Affidavits  
for British Columbia

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$1135000

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

**Title Issued Under**

STRATA PROPERTY ACT (Section 249)

**Land Title District**

NEW WESTMINSTER

Land Title Office

NEW WESTMINSTER

**Title Number**

CA4644606

From Title Number

CA4598561

This is Exhibit "A" referred to in the Affidavit of

ZDENKA HECEIMOVIC  
sworn (or affirmed) before me on

19 July 2018

(dd/mm/yyyy)

[Signature]  
A Commissioner for taking Affidavits for British Columbia

**Application Received**

2015-08-31

**Application Entered**

2015-09-02

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

CENSORIO GROUP (HASTINGS & BETA) PROPERTIES LTD., INC.NO.  
BC1041190  
4723 HASTINGS STREET  
BURNABY, BC  
V5C 2K8

**Taxation Authority**

Burnaby, City of

**Description of Land**

Parcel Identifier:

029-636-876

Legal Description:

STRATA LOT 9 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS2787  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2485785  
FILED 2012-04-13

HERETO IS ANNEXED EASEMENT CA2803107 OVER LOT 70 PLAN 51204

HERETO IS ANNEXED EASEMENT CA2981777 OVER LOTS 32 AND 33  
BLOCK 6 PLAN 1308

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$1135000

**arges, Liens and Interests**

Nature: EASEMENT  
 Registration Number: CA2803106  
 Registration Date and Time: 2012-10-03 11:01  
 Remarks: INTER ALIA  
 APPURTENANT TO LOT 70 PLAN 51204

Nature: EASEMENT  
 Registration Number: CA2981776  
 Registration Date and Time: 2013-02-04 14:20  
 Remarks: INTER ALIA  
 APPURTENANT TO LOTS 32 AND 33 BLOCK 6 PLAN 1308

Nature: COVENANT  
 Registration Number: BB3009945  
 Registration Date and Time: 2013-07-16 10:16  
 Registered Owner: CITY OF BURNABY  
 Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA3405202  
 Registration Date and Time: 2013-10-16 11:19  
 Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
 Remarks: INTER ALIA

Nature: MORTGAGE  
 Registration Number: CA3624239  
 Registration Date and Time: 2014-03-10 08:57  
 Registered Owner: WESTMINSTER SAVINGS CREDIT UNION  
 INCORPORATION NO. FI69  
 Remarks: INTER ALIA  
**Cancelled By: CA4734556**  
**Cancelled Date: 2015-10-09**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA3624240  
 Registration Date and Time: 2014-03-10 08:57  
 Registered Owner: WESTMINSTER SAVINGS CREDIT UNION  
 INCORPORATION NO. FI69  
 Remarks: INTER ALIA  
**Cancelled By: CA4734557**  
**Cancelled Date: 2015-10-09**

**TITLE SEARCH PRINT**

File Reference: 4932-13  
 Declared Value \$1135000

Nature: STATUTORY RIGHT OF WAY  
 Registration Number: CA4226988  
 Registration Date and Time: 2015-02-11 09:42  
 Registered Owner: SHAW CABLESYSTEMS LIMITED  
 INCORPORATION NO. A0075382  
 Remarks: INTER ALIA

Nature: MORTGAGE  
 Registration Number: CA4645536  
 Registration Date and Time: 2015-08-31 13:16  
 Registered Owner: BLUESHORE FINANCIAL CREDIT UNION  
 INCORPORATION NO. (F1-18)  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4645537  
 Registration Date and Time: 2015-08-31 13:16  
 Registered Owner: BLUESHORE FINANCIAL CREDIT UNION  
 INCORPORATION NO. (F1-18)  
 Remarks: INTER ALIA

Nature: CLAIM OF BUILDERS LIEN  
 Registration Number: CA4690310  
 Registration Date and Time: 2015-09-21 15:20  
 Registered Owner: NRG ELECTRIC LTD.  
 INCORPORATION NO. BC0875265  
 Remarks: INTER ALIA  
**Cancelled By: CA4697277**  
**Cancelled Date: 2015-09-24**

Nature: MORTGAGE  
 Registration Number: CA4779143  
 Registration Date and Time: 2015-10-30 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 Transfer Number: CA4779143 TRANSFERRED TO CA5718858  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC712503  
 Transfer Number: CA5718858  
 Remarks: INTER ALIA  
 MODIFIED BY CA5718925  
**Cancelled By: CA5854465**  
**Cancelled Date: 2017-03-06**

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$1135000

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4779144  
 Registration Date and Time: 2015-10-30 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914

Transfer Number: CA4779144 TRANSFERRED TO CA5718859  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC0712503

Transfer Number: CA5718859  
 Remarks: INTER ALIA  
 MODIFIED BY CA5718926

**Cancelled By: CA5854466**  
**Cancelled Date: 2017-03-06**

Nature: MODIFICATION  
 Registration Number: CA5718925  
 Registration Date and Time: 2016-12-15 15:04  
 Remarks: INTER ALIA  
 MODIFICATION OF CA4779143

**Cancelled By: CA5854465**  
**Cancelled Date: 2017-03-06**

Nature: MODIFICATION  
 Registration Number: CA5718926  
 Registration Date and Time: 2016-12-15 15:04  
 Remarks: INTER ALIA  
 MODIFICATION OF CA4779144

**Cancelled By: CA5854466**  
**Cancelled Date: 2017-03-06**

Nature: MORTGAGE  
 Registration Number: CA5842620  
 Registration Date and Time: 2017-02-28 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP BALANCED MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856913  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC0712503

Remarks: INTER ALIA



**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$1135000

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA5842621
Registration Date and Time:	2017-02-28 10:18
Registered Owner:	BANCORP GROWTH MORTGAGE FUND II LTD. INCORPORATION NO. BC0856914 BANCORP BALANCED MORTGAGE FUND II LTD. INCORPORATION NO. BC0856913 BANCORP FINANCIAL SERVICES INC. INCORPORATION NO. BC0712503

Remarks:	INTER ALIA
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Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CA6734886
Registration Date and Time:	2018-04-13 10:28
Registered Owner:	ALL CANADIAN INVESTMENT CORPORATION INCORPORATION NO. BC0570425

Remarks:	INTER ALIA
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<b>Duplicate Infeasible Title</b>	NONE OUTSTANDING
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<b>Transfers</b>	NONE
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<b>Pending Applications</b>	NONE
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<b>Corrections</b>	NONE
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**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$1266849

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

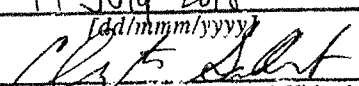
**Title Issued Under** STRATA PROPERTY ACT (Section 249)

**Land Title District** NEW WESTMINSTER  
Land Title Office NEW WESTMINSTER

**Title Number** CA3465488  
From Title Number CA2621538

**Application Received** 2013-11-20

**Application Entered** 2013-11-27

This is Exhibit "N" referred to in the Affidavit of ZDENKA HECEMOVIC sworn (or affirmed) before me on 19 July 2018 (dd/mm/yyyy)  A Commissioner for taking Affidavits for British Columbia

**Registered Owner in Fee Simple**  
Registered Owner/Mailing Address: ALTEZZA PROPERTIES LTD., INC.NO. BC0942072  
2410 CHARLES STREET  
VANCOUVER, BC  
V5K 2Z9

**Taxation Authority** Burnaby, City of

**Description of Land**  
Parcel Identifier: 028-874-382  
Legal Description:  
STRATA LOT 1 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS675  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations** NONE

**Charges, Liens and Interests**  
Nature: STATUTORY RIGHT OF WAY  
Registration Number: BB1757158  
Registration Date and Time: 2011-05-18 12:25  
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
Remarks: INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$1266849

Nature: COVENANT  
 Registration Number: BB1331047  
 Registration Date and Time: 2011-06-20 12:52  
 Registered Owner: CITY OF BURNABY  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: BB1331049  
 Registration Date and Time: 2011-06-20 12:52  
 Registered Owner: CITY OF BURNABY  
 Remarks: INTER ALIA

Nature: EASEMENT  
 Registration Number: BB1968549  
 Registration Date and Time: 2011-07-06 14:34  
 Remarks: INTER ALIA  
 APPURTENANT TO LOTS 5, 6, 7, 8 AND 9  
 PLAN 1308, EXCEPT THE NORTH 20 FEET

Nature: MORTGAGE  
 Registration Number: CA2809256  
 Registration Date and Time: 2012-10-05 17:02  
 Registered Owner: LANYARD INVESTMENTS INC.  
 INCORPORATION NO. A50007  
 AS TO AN UNDIVIDED 1/2 INTEREST  
 FISGARD CAPITAL CORPORATION  
 INCORPORATION NO. C603095  
 AS TO AN UNDIVIDED 1/2 INTEREST  
 Remarks: INTER ALIA  
**Cancelled By: CA3472992**  
**Cancelled Date: 2013-11-26**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA2809257  
 Registration Date and Time: 2012-10-05 17:02  
 Registered Owner: LANYARD INVESTMENTS INC.  
 INCORPORATION NO. A50007  
 AS TO AN UNDIVIDED 1/2 INTEREST  
 FISGARD CAPITAL CORPORATION  
 INCORPORATION NO. C603095  
 AS TO AN UNDIVIDED 1/2 INTEREST  
 Remarks: INTER ALIA  
**Cancelled By: CA3472993**  
**Cancelled Date: 2013-11-26**

**TITLE SEARCH PRINT**

File Reference: 4932-13  
Declared Value \$1266849

Nature: MORTGAGE  
Registration Number: CA2809288  
Registration Date and Time: 2012-10-05 17:58  
Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
INCORPORATION NO. 570425  
Remarks: INTER ALIA  
**Cancelled By: CA3539337**  
**Cancelled Date: 2014-01-09**

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA2809289  
Registration Date and Time: 2012-10-05 17:58  
Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
INCORPORATION NO. 570425  
Remarks: INTER ALIA  
**Cancelled By: CA3539338**  
**Cancelled Date: 2014-01-09**

Nature: PRIORITY AGREEMENT  
Registration Number: CA2809298  
Registration Date and Time: 2012-10-05 18:14  
Remarks: INTER ALIA  
GRANTING CA2809256 PRIORITY OVER CA2809289 AND  
CA2809288  
**Cancelled By: CA3472992**  
**Cancelled Date: 2013-11-26**

Nature: PRIORITY AGREEMENT  
Registration Number: CA2809299  
Registration Date and Time: 2012-10-05 18:14  
Remarks: INTER ALIA  
GRANTING CA2809257 PRIORITY OVER CA2809289 AND  
CA2809288  
**Cancelled By: CA3472993**  
**Cancelled Date: 2013-11-26**

Nature: MORTGAGE  
Registration Number: CA3465490  
Registration Date and Time: 2013-11-20 15:29  
Registered Owner: NORTH SHORE CREDIT UNION  
Remarks: INTER ALIA

**TITLE SEARCH PRINT**

2018-07-09, 10:08:26

File Reference: 4932-13

Requestor: Zdenka Hecimovic

Declared Value \$1266849

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA3465491  
 Registration Date and Time: 2013-11-20 15:29  
 Registered Owner: NORTH SHORE CREDIT UNION  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA3465694  
 Registration Date and Time: 2013-11-20 16:13  
 Remarks: INTER ALIA  
 GRANTING CA3465490 PRIORITY OVER CA2809289 AND  
 CA2809288  
**Cancelled By: CA3539338**  
**Cancelled Date: 2014-01-09**

Nature: PRIORITY AGREEMENT  
 Registration Number: CA3465695  
 Registration Date and Time: 2013-11-20 16:13  
 Remarks: INTER ALIA  
 GRANTING CA3465491 PRIORITY OVER CA2809289 AND  
 CA2809288  
**Cancelled By: CA3539338**  
**Cancelled Date: 2014-01-09**

Nature: MORTGAGE  
 Registration Number: CA3551936  
 Registration Date and Time: 2014-01-16 16:15  
 Registered Owner: ATRIUM MORTGAGE INVESTMENT CORPORATION  
 INCORPORATION NO. A0087781  
 Remarks: INTER ALIA  
**Cancelled By: CA4802381**  
**Cancelled Date: 2015-11-10**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA3551937  
 Registration Date and Time: 2014-01-16 16:15  
 Registered Owner: ATRIUM MORTGAGE INVESTMENT CORPORATION  
 INCORPORATION NO. A0087781  
 Remarks: INTER ALIA  
**Cancelled By: CA4802382**  
**Cancelled Date: 2015-11-10**

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$1266849

Nature: MORTGAGE  
 Registration Number: CA4087214  
 Registration Date and Time: 2014-11-19 09:54  
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
 INCORPORATION NO. BC0570425

Remarks:  
**Cancelled By: CA4825708**  
**Cancelled Date: 2015-11-23**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4087215  
 Registration Date and Time: 2014-11-19 09:54  
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
 INCORPORATION NO. BC0570425

Remarks:  
**Cancelled By: CA4825709**  
**Cancelled Date: 2015-11-23**

Nature: MORTGAGE  
 Registration Number: CA4105065  
 Registration Date and Time: 2014-11-27 13:14  
 Registered Owner: LMS MORTGAGE SERVICES (BC) LTD.  
 INCORPORATION NO. A0078523

Remarks:  
 INTER ALIA  
 OF CA4087214 AND CA4087215  
**Cancelled By: CA4823788**  
**Cancelled Date: 2015-11-20**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4105066  
 Registration Date and Time: 2014-11-27 13:14  
 Registered Owner: LMS MORTGAGE SERVICES (BC) LTD.  
 INCORPORATION NO. A0078523

Remarks:  
 INTER ALIA  
 OF CA4087214 AND CA4087215  
**Cancelled By: CA4823789**  
**Cancelled Date: 2015-11-20**

**TITLE SEARCH PRINT**

2018-07-09, 10:08:26

File Reference: 4932-13

Requestor: Zdenka Hecimovic

Declared Value \$1266849

Nature: MORTGAGE  
 Registration Number: CA4779143  
 Registration Date and Time: 2015-10-30 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914

Transfer Number: CA4779143 TRANSFERRED TO CA5718858  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC712503

Transfer Number: CA5718858  
 Remarks: INTER ALIA  
 MODIFIED BY CA5718925

**Cancelled By: CA5854465**  
**Cancelled Date: 2017-03-06**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4779144  
 Registration Date and Time: 2015-10-30 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914

Transfer Number: CA4779144 TRANSFERRED TO CA5718859  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC0712503

Transfer Number: CA5718859  
 Remarks: INTER ALIA  
 MODIFIED BY CA5718926

**Cancelled By: CA5854466**  
**Cancelled Date: 2017-03-06**

Nature: MODIFICATION  
 Registration Number: CA5718925  
 Registration Date and Time: 2016-12-15 15:04  
 Remarks: INTER ALIA  
 MODIFICATION OF CA4779143

**Cancelled By: CA5854465**  
**Cancelled Date: 2017-03-06**

Nature: MODIFICATION  
 Registration Number: CA5718926  
 Registration Date and Time: 2016-12-15 15:04  
 Remarks: INTER ALIA  
 MODIFICATION OF CA4779144

**Cancelled By: CA5854466**  
**Cancelled Date: 2017-03-06**

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$1266849

Nature: MORTGAGE  
 Registration Number: CA5842620  
 Registration Date and Time: 2017-02-28 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP BALANCED MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856913  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC0712503  
 Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA5842621  
 Registration Date and Time: 2017-02-28 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP BALANCED MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856913  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC0712503  
 Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CA6734886  
 Registration Date and Time: 2018-04-13 10:28  
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
 INCORPORATION NO. BC0570425  
 Remarks: INTER ALIA

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE



**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$733151

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

**Title Issued Under**

STRATA PROPERTY ACT (Section 249)

**Land Title District**

NEW WESTMINSTER

Land Title Office

NEW WESTMINSTER

**Title Number**

CA3465489

From Title Number

CA2621539

This is Exhibit "O" referred to in the Affidavit of

ZDENKA HECEIMOVIC  
sworn (or affirmed) before me on

19 July 2018

*[dd/mm/yyyy]*

*[Signature]*  
A Commissioner for taking Affidavits for British Columbia

**Application Received**

2013-11-20

**Application Entered**

2013-11-27

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

ALTEZZA PROPERTIES LTD., INC.NO. BC0942072

2410 CHARLES STREET

VANCOUVER, BC

V5K 2Z9

**Taxation Authority**

Burnaby, City of

**Description of Land**

Parcel Identifier:

028-874-391

Legal Description:

STRATA LOT 2 DISTRICT LOT 122 GROUP 1 NEW WESTMINSTER DISTRICT

STRATA PLAN EPS675

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT

ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**

NONE

**Charges, Liens and Interests**

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

BB1757158

Registration Date and Time:

2011-05-18 12:25

Registered Owner:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Remarks:

INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$733151

Nature: COVENANT  
 Registration Number: BB1331047  
 Registration Date and Time: 2011-06-20 12:52  
 Registered Owner: CITY OF BURNABY  
 Remarks: INTER ALIA

Nature: COVENANT  
 Registration Number: BB1331049  
 Registration Date and Time: 2011-06-20 12:52  
 Registered Owner: CITY OF BURNABY  
 Remarks: INTER ALIA

Nature: EASEMENT  
 Registration Number: BB1968549  
 Registration Date and Time: 2011-07-06 14:34  
 Remarks: INTER ALIA  
 APPURTENANT TO LOTS 5, 6, 7, 8 AND 9  
 PLAN 1308, EXCEPT THE NORTH 20 FEET

Nature: MORTGAGE  
 Registration Number: CA2809256  
 Registration Date and Time: 2012-10-05 17:02  
 Registered Owner: LANYARD INVESTMENTS INC.  
 INCORPORATION NO. A50007  
 AS TO AN UNDIVIDED 1/2 INTEREST  
 FISGARD CAPITAL CORPORATION  
 INCORPORATION NO. C603095  
 AS TO AN UNDIVIDED 1/2 INTEREST  
 Remarks: INTER ALIA  
**Cancelled By: CA3472992**  
**Cancelled Date: 2013-11-26**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA2809257  
 Registration Date and Time: 2012-10-05 17:02  
 Registered Owner: LANYARD INVESTMENTS INC.  
 INCORPORATION NO. A50007  
 AS TO AN UNDIVIDED 1/2 INTEREST  
 FISGARD CAPITAL CORPORATION  
 INCORPORATION NO. C603095  
 AS TO AN UNDIVIDED 1/2 INTEREST  
 Remarks: INTER ALIA  
**Cancelled By: CA3472993**  
**Cancelled Date: 2013-11-26**

**TITLE SEARCH PRINT**

2018-07-09, 10:08:28

File Reference: 4932-13

Requestor: Zdenka Hecimovic

Declared Value \$733151

Nature: MORTGAGE  
 Registration Number: CA2809288  
 Registration Date and Time: 2012-10-05 17:58  
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
 INCORPORATION NO. 570425  
 Remarks: INTER ALIA  
**Cancelled By: CA3539337**  
**Cancelled Date: 2014-01-09**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA2809289  
 Registration Date and Time: 2012-10-05 17:58  
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
 INCORPORATION NO. 570425  
 Remarks: INTER ALIA  
**Cancelled By: CA3539338**  
**Cancelled Date: 2014-01-09**

Nature: PRIORITY AGREEMENT  
 Registration Number: CA2809298  
 Registration Date and Time: 2012-10-05 18:14  
 Remarks: INTER ALIA  
 GRANTING CA2809256 PRIORITY OVER CA2809289 AND  
 CA2809288  
**Cancelled By: CA3472992**  
**Cancelled Date: 2013-11-26**

Nature: PRIORITY AGREEMENT  
 Registration Number: CA2809299  
 Registration Date and Time: 2012-10-05 18:14  
 Remarks: INTER ALIA  
 GRANTING CA2809257 PRIORITY OVER CA2809289 AND  
 CA2809288  
**Cancelled By: CA3472993**  
**Cancelled Date: 2013-11-26**

Nature: MORTGAGE  
 Registration Number: CA3465490  
 Registration Date and Time: 2013-11-20 15:29  
 Registered Owner: NORTH SHORE CREDIT UNION  
 Remarks: INTER ALIA

**TITLE SEARCH PRINT**

2018-07-09, 10:08:28

File Reference: 4932-13

Requestor: Zdenka Hecimovic

Declared Value \$733151

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA3465491  
 Registration Date and Time: 2013-11-20 15:29  
 Registered Owner: NORTH SHORE CREDIT UNION  
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
 Registration Number: CA3465694  
 Registration Date and Time: 2013-11-20 16:13  
 Remarks: INTER ALIA  
 GRANTING CA3465490 PRIORITY OVER CA2809289 AND  
 CA2809288  
**Cancelled By: CA3539338**  
**Cancelled Date: 2014-01-09**

Nature: PRIORITY AGREEMENT  
 Registration Number: CA3465695  
 Registration Date and Time: 2013-11-20 16:13  
 Remarks: INTER ALIA  
 GRANTING CA3465491 PRIORITY OVER CA2809289 AND  
 CA2809288  
**Cancelled By: CA3539338**  
**Cancelled Date: 2014-01-09**

Nature: MORTGAGE  
 Registration Number: CA3551936  
 Registration Date and Time: 2014-01-16 16:15  
 Registered Owner: ATRIUM MORTGAGE INVESTMENT CORPORATION  
 INCORPORATION NO. A0087781  
 Remarks: INTER ALIA  
**Cancelled By: CA4802381**  
**Cancelled Date: 2015-11-10**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA3551937  
 Registration Date and Time: 2014-01-16 16:15  
 Registered Owner: ATRIUM MORTGAGE INVESTMENT CORPORATION  
 INCORPORATION NO. A0087781  
 Remarks: INTER ALIA  
**Cancelled By: CA4802382**  
**Cancelled Date: 2015-11-10**

**TITLE SEARCH PRINT**

2018-07-09, 10:08:28

Requestor: Zdenka Hecimovic

File Reference: 4932-13

Declared Value \$733151

Nature: MORTGAGE  
 Registration Number: CA4087214  
 Registration Date and Time: 2014-11-19 09:54  
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
 INCORPORATION NO. BC0570425

Remarks: INTER ALIA  
**Cancelled By: CA4825708**  
**Cancelled Date: 2015-11-23**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4087215  
 Registration Date and Time: 2014-11-19 09:54  
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
 INCORPORATION NO. BC0570425

Remarks: INTER ALIA  
**Cancelled By: CA4825709**  
**Cancelled Date: 2015-11-23**

Nature: MORTGAGE  
 Registration Number: CA4105065  
 Registration Date and Time: 2014-11-27 13:14  
 Registered Owner: LMS MORTGAGE SERVICES (BC) LTD.  
 INCORPORATION NO. A0078523

Remarks: INTER ALIA  
 OF CA4087214 AND CA4087215  
**Cancelled By: CA4823788**  
**Cancelled Date: 2015-11-20**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4105066  
 Registration Date and Time: 2014-11-27 13:14  
 Registered Owner: LMS MORTGAGE SERVICES (BC) LTD.  
 INCORPORATION NO. A0078523

Remarks: INTER ALIA  
 OF CA4087214 AND CA4087215  
**Cancelled By: CA4823789**  
**Cancelled Date: 2015-11-20**

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$733151

Nature: MORTGAGE  
 Registration Number: CA4779143  
 Registration Date and Time: 2015-10-30 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 Transfer Number: CA4779143 TRANSFERRED TO CA5718858  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC712503  
 Transfer Number: CA5718858  
 Remarks: INTER ALIA  
 MODIFIED BY CA5718925  
**Cancelled By: CA5854465**  
**Cancelled Date: 2017-03-06**

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA4779144  
 Registration Date and Time: 2015-10-30 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 Transfer Number: CA4779144 TRANSFERRED TO CA5718859  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC0712503  
 Transfer Number: CA5718859  
 Remarks: INTER ALIA  
 MODIFIED BY CA5718926  
**Cancelled By: CA5854466**  
**Cancelled Date: 2017-03-06**

Nature: MODIFICATION  
 Registration Number: CA5718925  
 Registration Date and Time: 2016-12-15 15:04  
 Remarks: INTER ALIA  
 MODIFICATION OF CA4779143  
**Cancelled By: CA5854465**  
**Cancelled Date: 2017-03-06**

Nature: MODIFICATION  
 Registration Number: CA5718926  
 Registration Date and Time: 2016-12-15 15:04  
 Remarks: INTER ALIA  
 MODIFICATION OF CA4779144  
**Cancelled By: CA5854466**  
**Cancelled Date: 2017-03-06**

**TITLE SEARCH PRINT**

File Reference: 4932-13

Declared Value \$733151

Nature: MORTGAGE  
 Registration Number: CA5842620  
 Registration Date and Time: 2017-02-28 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP BALANCED MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856913  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC0712503

Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA5842621  
 Registration Date and Time: 2017-02-28 10:18  
 Registered Owner: BANCORP GROWTH MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856914  
 BANCORP BALANCED MORTGAGE FUND II LTD.  
 INCORPORATION NO. BC0856913  
 BANCORP FINANCIAL SERVICES INC.  
 INCORPORATION NO. BC0712503

Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION  
 Registration Number: CA6734886  
 Registration Date and Time: 2018-04-13 10:28  
 Registered Owner: ALL CANADIAN INVESTMENT CORPORATION  
 INCORPORATION NO. BC0570425

Remarks: INTER ALIA

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

**Corrections** NONE