



This is the 4th Affidavit of Joanna Wolska in this case and was made on November 5, 2019

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**

AFFIDAVIT

I, Joanna Wolska, Paralegal, of #200 – 879 Marine Drive, North Vancouver, British Columbia, AFFIRM THAT:

1. I am a paralegal with the law firm of Lakes, Whyte LLP, counsel for Hans Andresen and for the Redeeming Shareholders of the Petitioner as more particularly described in the British Columbia Supreme Court Order pronounced on April 5, 2019 in these proceedings (the "Redeemed Shareholders"), and as such I have personal knowledge of the matters and facts deposed to in this Affidavit save and except where same are stated to be based upon information and belief, and where so stated, I verily believe them to be true.
2. Attached and marked as Exhibit "A" to this affidavit is a true copy of a Court Services Online print-out for the search "All Canadian Investment Corporation" dated November 5, 2019.

3. Attached and collectively marked as **Exhibit “B”** to this affidavit are true copies of the Court Services Online “Parties” tab for file numbers:
 - a. VLC-S-S-111914;
 - b. KEL-S-S-109643;
 - c. KEL-S-S-110521;
 - d. VER-S-S-53662;
 - e. VLC-S-H-170363; and
 - f. VLC-S-S-178439.
4. Attached and marked as **Exhibit “C”** to this affidavit is a true copy of the amended notice of civil claim in *All Canadian Investment Corporation v. Altrezza Properties Ltd. et. al.*, SCBC Vancouver Registry File No. S-184595.
5. Attached and marked as **Exhibit “D”** to this affidavit is a true copy of the amended petition in *All Canadian Investment Corporation v. Censorio Group (Agnes & Elliot) Holdings Ltd.*, SCBC Vancouver Registry File No. H-180143.
6. Attached and marked as **Exhibit “E”** to this affidavit is a true copy of the 1st affidavit of D. Bergman in *All Canadian Investment Corporation v. BDO Canada LLP*, SCBC Vancouver Registry File No. VLC-S-S-183355, sworn August 8, 2018.

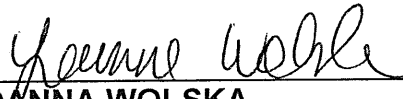
7. Attached and marked as **Exhibit "F"** to this affidavit is a true copy of a letter dated October 29, 2019 from Clark T. Hartnett to Douglas B. Hyndman and Jeremy D. West.

AFFIRMED BEFORE ME
at North Vancouver, British Columbia
this 5 day of November, 2019.



A Commissioner for taking Affidavits
for British Columbia.

CLARK T. HARTNETT
Barrister & Solicitor
#200 - 879 Marine Drive
North Vancouver, BC
V7P 1R7



JOANNA WOLSKA

You are logged on as Clark Hartnett - pi25832

This is Exhibit "A" referred to in the
4th affidavit of Joanna Wojska
sworn before me at North Vancouver
this 5 day of November 2019

Refine Search
New Commissioner for taking Affidavits
for British Columbia

Search Civil By Party Name - Organization Results

Search Criteria:

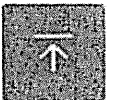
Organization Name: all canadian investment corporation

Your file number: 190089

Results: 1 - 16 of 16

Last Name, First Name Style of Cause	Classification of File	Court Location	File Number	Date File Opened	Date Last Updated	View
ALL CANADIAN INVESTMENT CORPORATION ALL CANADIAN INVESTMENT CORPORATION v SKINNER, Laurie	Supreme Supreme Civil (General)	Vancouver Law Courts	111914	25Mar2011	05Dec2012	View
ALL CANADIAN INVESTMENT CORPORATION PARKLAND FUNDING LTD v ALL CANADIAN INVESTMENT CORPORATION	Supreme Supreme Civil (General)	Kelowna Law Courts	109643	04Jan2016	20Sep2017	View
ALL CANADIAN INVESTMENT CORPORATION GARRSON, Joe Aka Joseph v ALL CANADIAN INVESTMENT CORPORATION	Supreme Supreme Civil (General)	Kelowna Law Courts	110521	16Mar2016	21Nov2016	View
ALL CANADIAN INVESTMENT CORPORATION BOTTRILL, Katherine v BERGMAN, Donald	Supreme Supreme Civil (General)	Vernon Law Courts	53662	09Aug2016	13Mar2017	View
ALL CANADIAN INVESTMENT CORPORATION FISGARD CAPITAL CORPORATION v ALL CANADIAN INVESTMENT CORPORATION	Supreme Foreclosure	Vancouver Law Courts	170363	04Aug2017	05Dec2017	View
ALL CANADIAN INVESTMENT CORPORATION DE LAUPRECT, Geertje v BERGMAN, Donald	Supreme Supreme Civil (General)	Vancouver Law Courts	178439	11Sep2017	24Jan2018	View
ALL CANADIAN INVESTMENT CORPORATION ALL CANADIAN INVESTMENT CORPORATION v BDO CANADA LLP	Supreme Supreme Civil (General)	Vancouver Law Courts	1710393	08Nov2017	04Nov2019	View
ALL CANADIAN INVESTMENT CORPORATION ALL CANADIAN INVESTMENT CORPORATION v BDO CANADA LLP	Supreme Supreme Civil (General)	Vancouver Law Courts	183355	01Mar2018	07Mar2019	View
ALL CANADIAN INVESTMENT CORPORATION ALL CANADIAN INVESTMENT CORPORATION v CENSORIO GROUP (AGNES & ELLIOT) HOLDINGS LTD.	Supreme Foreclosure	Vancouver Law Courts	180143	05Apr2018	01Oct2019	View
ALL CANADIAN INVESTMENT CORPORATION ALL CANADIAN INVESTMENT	Supreme Supreme Civil (General)	Vancouver Law Courts	184595	12Apr2018	12Apr2018	View

<i>CORPORATION v ALTEZZA PROPERTIES LTD.</i> ALL CANADIAN INVESTMENT CORPORATION <i>ALL CANADIAN INVESTMENT CORPORATION v CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD.</i>	Supreme Supreme Civil (General)	Vancouver Law Courts	1910311	16Sep2019	16Sep2019	View
ALL CANADIAN INVESTMENT CORPORATION <i>ALL CANADIAN INVESTMENT CORPORATION v MERIDIAN RESOURCE ACCOMMODATIONS INC.</i>	Supreme Supreme Civil (General)	Vancouver Law Courts	1910871	30Sep2019	30Sep2019	View
ALL CANADIAN INVESTMENT CORPORATION <i>ALL CANADIAN INVESTMENT CORPORATION v BLAIR, Wayne</i>	Supreme Supreme Civil (General)	Vancouver Law Courts	1910895	27Sep2019	27Sep2019	View
ALL CANADIAN INVESTMENT CORPORATION <i>ALL CANADIAN INVESTMENT CORPORATION v LENSEN, Michael</i>	Supreme Supreme Civil (General)	Vancouver Law Courts	1910894	27Sep2019	04Nov2019	View
ALL CANADIAN INVESTMENT CORPORATION <i>ALL CANADIAN INVESTMENT CORPORATION v FREDERICK, Robert</i>	Supreme Supreme Civil (General)	Vancouver Law Courts	1910893	27Sep2019	27Sep2019	View
ALL CANADIAN INVESTMENT CORPORATION <i>ALL CANADIAN INVESTMENT CORPORATION v WENINGER, Ronald</i>	Supreme Supreme Civil (General)	Vancouver Law Courts	1910892	27Sep2019	01Nov2019	View





You are logged on as Clark Hartnett - pi25832

File Number VLC-S-S-111914

File Options:

[File Summary Report - \\$6.00](#)

[Request Documents](#)

[New Search](#)

[Back to Search Results](#)

[190089 \[UPDATE \]](#)

Case Basics

Parties

Documents

Hearings and Results

Transfers

Last Name, First Name
Middle Name

ALL CANADIAN INVESTMENT CORPORATION

SKINNER, Laurie

Role of Party
On File

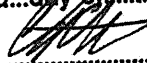
Plaintiff

Defendant

Counsel Name
Counsel Phone

John C. Fiddick
(604) 643-3159

This is Exhibit ^B referred to in the
4m affidavit of Jaanna Wolska
sworn before me at North Vancouver
this 5 day of November 2019


A Commissioner for taking Affidavits
for British Columbia





BC

Active Session

Products

Account Setup

Contact Us

Sign Off | News | User Guides | Price List | Hours of Operation | Links | Site Map | Conditions of Use | BC OnLine HELP

You are logged on as Clark Hartnett - pi25832

File Number KEL-S-S-109643

File Options:

[File Summary Report - \\$6.00](#)

[Request Documents](#)

[New Search](#)

[Back to Search Results](#)

[190089 \[UPDATE \]](#)

Case Basics

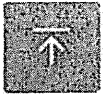
Parties

Documents

Hearings and Results

Transfers

Last Name, First Name Middle Name	Role of Party On File	Counsel Name Counsel Phone
ACIC FINANCIAL DEVELOPMENT INC	Defendant	SCHMIDT, J
ALL CANADIAN INVESTMENT CORPORATION	Defendant	SCHMIDT, J
BERGMAN, Donald	Defendant	SCHMIDT, J
BLAIR, Wayne	Defendant	SCHMIDT, J
PARKLAND FUNDING LTD	Plaintiff	KELLY, S



Home | Copyright | Disclaimer | Privacy | Accessibility



BRITISH COLUMBIA

BC

Active Session Products Account Setup Contact Us

Sign Off News User Guides Price List Hours of Operation Links Site Map Conditions of Use BC OnLine HELP

You are logged on as Clark Hartnett - pi25832

File Number KEL-S-S-110521

File Options:

[File Summary Report - \\$6.00](#)

[Request Documents](#)

[New Search](#)

[Back to Search Results](#)

[190089 \[UPDATE \]](#)

Case Basics

Parties

Documents

Hearings and Results

Transfers

Last Name, First Name
Middle Name

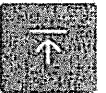
Role of Party
On File

Counsel Name
Counsel Phone

[ACIC FINANCIAL DEVELOPMENT INC.](#)
[ALL CANADIAN INVESTMENT CORPORATION](#)
GARRSON, Joe Aka Joseph

Defendant
Defendant
Plaintiff

DIXON, A
FLANNIGAN, C



Home | Copyright | Disclaimer | Privacy | Accessibility



BC

Active Session Products Account Setup Contact Us

Sign Off News User Guides Price List Hours of Operation Links Site Map Conditions of Use BC OnLine HELP

000006

You are logged on as Clark Hartnett - pi25832

File Number VER-S-S-53662

File Options:

[File Summary Report - \\$6.00](#)

[Request Documents](#)

[New Search](#)

[Back to Search Results](#)

[190089 \[UPDATE \]](#)

Case Basics

Parties

Documents

Hearings and Results

Transfers

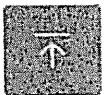
Last Name, First Name
Middle Name

Role of Party
On File

Counsel Name
Counsel Phone

[ALL CANADIAN INVESTMENT CORPORATION](#)
[BERGMAN, Donald](#)
[BOTTRILL, Katherine](#)

Defendant
Defendant
Plaintiff



Home | Copyright | Disclaimer | Privacy | Accessibility



[Active Session](#)

[Products](#)

[Account Setup](#)

[Contact Us](#)

[Sign Off](#) | [News](#) | [User Guides](#) | [Price List](#) | [Hours of Operation](#) | [Links](#) | [Site Map](#) | [Conditions of Use](#) | [BC OnLine HELP](#)

You are logged on as Clark Hartnett - pi25832

File Number VLC-S-H-170363

File Options:

[File Summary Report - \\$6.00](#)

[Request Documents](#)

[New Search](#)

[Back to Search Results](#)

[190089 \[UPDATE \]](#)

Case Basics

Parties

Documents

Hearings and Results

Transfers

**Last Name, First Name
Middle Name**

[ALL CANADIAN INVESTMENT CORPORATION](#)
[FISGARD CAPITAL CORPORATION](#)
[VAN MAREN FINANCIAL LTD](#)

**Role of Party
On File**

Respondent
Petitioner
Respondent

**Counsel Name
Counsel Phone**

ANDRISOI, A.
FRYDENLUND,A



[Home](#) | [Copyright](#) | [Disclaimer](#) | [Privacy](#) | [Accessibility](#)



You are logged on as Clark Hartnett - pi25832

File Number VLC-S-S-178439

File Options:

[File Summary Report - \\$6.00](#)

[Request Documents](#)

[New Search](#)

[Back to Search Results](#)

[190089 \[UPDATE \]](#)

Case Basics

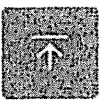
Parties

Documents

Hearings and Results

Transfers

Last Name, First Name Middle Name	Role of Party On File	Counsel Name Counsel Phone
<u>ALL CANADIAN INVESTMENT CORPORATION</u>	Defendant	MORLEY, B.
<u>BERGMAN, Donald</u>	Defendant	MORLEY, B.
<u>DE LAUPRECT, Geertje</u>	Plaintiff	FUNT, M.B.



AMENDED PURSUANT TO RULE 6-1 OF THE RULES OF COURT, THIS 13th DAY OF APRIL, 2018
(Original issued on April 12, 2018)

No. S-184595
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER BETWEEN:

APR 13 2018

ALL CANADIAN INVESTMENT CORPORATION



PLAINTIFF

AND:

ALTEZZA PROPERTIES LTD., ALTEZZA DEVELOPMENT LIMITED., CHISA HOLDINGS LTD., CHISA PROPERTIES LTD., CENSORIO GROUP (HASTINGS & BETA) HOLDINGS LTD., CENSORIO GROUP (HASTINGS & BETA) PROPERTIES LTD., CENSORIO GROUP (HASTINGS & SPERLING) HOLDINGS LTD., CENSORIO GROUP (AGNES & ELLIOT) LTD., CENSORIO DEVELOPMENT CORPORATION, and PETER CENSORIO

DEFENDANTS

AMENDED NOTICE OF CIVIL CLAIM

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

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

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

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

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

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.

Time for Response to Civil Claim

A Response to Civil Claim Must be filed and served on the Plaintiff

This is Exhibit "C" referred to in the
affidavit of Jaanna Wolska
sworn before me at North Vancouver
this 5 day of November 2018.

A Commissioner for taking Affidavits
for British Columbia

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed Notice of Civil Claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed Notice of Civil Claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed Notice of Civil Claim was served on you, or
- (d) if the time for Response to Civil Claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The Plaintiff, All Canadian Investment Corporation is a company duly incorporated pursuant to the laws of British Columbia with an address for service in these proceedings of 1200-1075 West Georgia Street, Vancouver, British Columbia (“ACIC”).
2. ACIC is a mortgage investment corporation which has been in the business since 1998. Its business is to provide loans to borrowers which are secured by, amongst other things, registered, unregistered and equitable mortgages on real properties.
3. The Defendant Altezza Properties Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia (“Altezza Properties”).
4. The Defendant Altezza Development Limited is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia (“Altezza Developments”).
5. The Defendant Chisa Holdings Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia (“Chisa Holdings”).

6. The Defendant Chisa Properties Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia ("**Chisa Properties**").
7. The Defendant Censorio Group (Hastings & Beta) Properties Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia ("**Beta Properties**").
8. The Defendant Censorio Group (Hastings & Beta) Holdings Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia ("**Beta Holdings**").
9. The Defendant Censorio Group (Hastings & Sperling) Holdings Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia ("**Sperling**").
10. The Defendant Censorio Group (Agnes & Elliot) Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia ("**Agnes & Elliot**").
11. The Defendant Censorio Development Corp. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia ("**Censorio Development**").
12. The Defendant Peter Censorio is a director of, and the directing mind of, each of the corporate defendants ("**Censorio**").

The Altezza Lands

13. Altezza Properties is the registered owner of certain lands and premises

located at 4702 Hastings Street, Burnaby, B.C., legally known and described as:

PID: 028-874-391
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;

PID: 028-874-382
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

(collectively, the “Altezza Lands”).

14. In April 2010, Altezza Developments was the registered owner of the lands and premises located at 4702 Hastings Street, Burnaby, B.C. Prior to those lands and premises being subdivided into the Altezza Lands, they were known and legally described as:

PID: 002-856-701
Lot 77 District Lot 122 Group 1 NWD Plan 58639

(the “Former Altezza Lands”)

15. In or around April 14, 2010, by written agreement signed by ACIC, Censorio and Altezza Developments (as amended from time to time, the “Altezza Loan”), the parties agreed that, *inter alia*:
- a. ACIC would lend \$2,300,000.00 (as varied from time to time) to Altezza Developments;
 - b. the Altezza Loan was secured by way of a mortgage charge on the Former Altezza Lands;
 - c. Censorio would guarantee the Altezza Loan;
 - d. interest on the Altezza Loan would accrue at a rate of 12% per annum

calculated and paid quarterly.

- 16. Before November 27, 2013, the Former Altezza Lands were subdivided and/or stratified resulting in the creation of the Altezza Lands.
- 17. On or around November 27, 2013, legal title to the Altezza Lands was transferred from Altezza Developments to Altezza Properties.
- 18. As at the transfer of the Altezza Lands to Altezza Properties, the Altezza Lands were subject to an equitable mortgage in favour of ACIC and Altezza Properties' interest in the Altezza Lands is subject to that mortgage.
- 19. ACIC advanced the funds required under the Altezza Loan and has a mortgage on the Altezza Lands.
- 20. Pursuant to a written acknowledgement dated October 5, 2012, Agnes & Elliot was added as a covenantor to the Altezza Loan.
- 21. The Altezza loan is in default.

The Beta Lands

- 22. Beta Properties is the registered owner of certain lands and premises legally known and described as:

PID: 029-636-876
 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

PID: 029-636-884
 Strata Lot 10 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

PID: 029-636-892
 Strata Lot 11 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

(collectively, the "**Beta Lands**").

23. As of March 2012, Beta Holdings was the registered owner of certain lands and premises legally described as:

PID: 002-810-042
Lot 29 Block 6 District Lot 122 Group 1
New Westminster District Plan 1308

PID: 003-263-193
Lot 30 Block 6 District Lot 122 Group 1
New Westminster District Plan 1308

PID: 003-263-223
Lot 31 Block 6 District Lot 122 Group 1
New Westminster District Plan 1308

(collectively, the "**2012 Beta Lands**").

24. On or around March 8, 2012, by written agreement between ACIC, Censorio and Beta Holdings the parties agreed that, *inter alia* (the "**Initial Beta Loan**"):

- a. ACIC would lend \$800,000.00 to Beta Holdings;
- b. the Initial Beta Loan was secured by way of a mortgage charge on the 2012 Beta Lands;
- c. Censorio would guarantee the Initial Beta Loan;
- d. interest on the Beta Loan is calculated at 12% per annum calculated and paid quarterly.

25. ACIC advanced the funds required under the Initial Beta Loan and registered a mortgage on title to the 2012 Beta Lands.

26. In or about July 25, 2013, the 2012 Beta Lands were consolidated into a single parcel legally described as:

PID: 029-125-626
Lot A District Lot 122 Group 1 NWD Plan BCP52071

(the "2013 Beta Lands")

- 27. On or about March 3, 2015, based on Beta Holdings' intention to subdivide the 2013 Beta Lands, ACIC, Censorio and Beta Holdings agreed to amend the Initial Beta Loan (the "Amended Beta Loan"). The terms of such amendment included, *inter alia*:
 - a. that ACIC would increase the maximum principal advance to \$3,000,000;
 - b. Beta Holdings and Censorio provided an acknowledgment that as at March 3, 2015 the outstanding balance was \$2,010,037.82;
 - c. that Beta Holdings provided a mortgage, and agreed that it would provide a Form B mortgage in registrable form, against the 2013 Beta Lands and any future subdivision or alteration of those lands, to secure the amount outstanding under the Amended Beta Loan.

- 28. In accordance with the Amended Beta Loan a Form B Mortgage (in registrable form) was executed by Beta Holdings and delivered to counsel for ACIC (the "Beta Form B").

- 29. ACIC advanced the funds required under Amended Beta Loan and has a mortgage on the Beta Lands.

- 30. In or around August 2015, the 2013 Beta Lands were subdivided to create, among other properties, the Beta Lands.

- 31. On or about August 26, 2015, and without the knowledge or consent of ACIC, the Beta Lands were transferred by Beta Holdings to Beta Properties.

32. As at the transfer of the Beta Lands to Beta Properties, the Beta Lands were subject to an equitable mortgage in favour of ACIC and Beta Properties' interest in the Beta Lands is subject to that mortgage.
33. The Amended Beta Loan is in default.

The Chisa Lands

34. Chisa Properties is the registered owner of certain lands and premises located at 1310 Nanimo Street, Vancouver, B.C., legally known and described as:

PID: 025-161-342
Parcel A North West 1/4 Section 33
Town of Hastings Suburban Lands
New Westminster District Plan LMP51548

(the "Chisa Lands")

35. On or around June 29, 2012, by way of debt restructure and by written agreement between ACIC, Censorio, Chisa Holdings, Chisa Properties, and others, the parties agreed, *inter alia* (the "Chisa Restructuring Agreement") that:
- a. Chisa Holdings would assume certain debts payable to ACIC (as varied, amended and assigned from time to time, the "Chisa Loan");
 - b. Censorio and Chisa Properties would guarantee the Chisa Loan; and
 - c. Chisa Properties' guarantee was secured by way of a mortgage on the Chisa Lands.
36. On or around November 6, 2014, by written agreement between ACIC, Censorio, Chisa Properties, Chisa Holdings and Altezza Properties, the parties agreed to amend the Chisa Restructuring Agreement, *inter alia*, as follows (the "Amended Chisa Agreement"):
- a. the Chisa Loan was secured by way of a mortgage on the Chisa Lands;

- b. the Chisa Loan was secured by way of a mortgage on the Altezza Lands;
 - c. Censorio, Chisa Properties and Altezza would guarantee the Chisa Loan; and
 - d. interest would accrue on the Chisa Loan at a rate of 6% per annum calculated and paid quarterly.
37. On or around February 10, 2016, by written agreement between ACIC, Censorio, Chisa Properties and Chisa Holdings, the parties agreed that ACIC would discharge its registrable mortgage against title to the Chisa Lands, but would retain an unregistered mortgage over the Chisa Lands as security for Chisa Loan.
38. ACIC advanced the funds required under Chisa Loan and has a mortgage on the Chisa Lands.
39. The Chisa Loan and the Amended Chisa Agreement are in default.

The Sperling Lands

- 40. Sperling is the registered owner of certain lands and premises legally known and described as:

PID: 003-279-821
 Lot 9 Block 5 District Lot 206 Group 1
 New Westminster District Plan 1323

PID: 003-279-839
 Lot 10 Block 5 District Lot 206 Group 1
 New Westminster District Plan 1323

(collectively, the "Sperling Lands")

- 41. On or about April 12, 2012, by written agreement signed by ACIC, Censorio and Sperling the parties agreed that, *inter alia* (the "Initial Sperling Loan"):

- a. ACIC would lend \$735,000.00 (as varied and assigned from time to time) to Sperling;
 - b. the Initial Sperling Loan was secured by way of a mortgage on the Sperling Lands;
 - c. Censorio would guarantee the Initial Sperling Loan;
 - d. interest would accrue on the Initial Sperling Loan at a rate of 12% per annum calculated and paid quarterly.
42. ACIC advanced the funds required under the Initial Sperling Loan and registered a mortgage on title to the Sperling Lands.
43. On or about November 6, 2014, by written agreement, ACIC, Censorio and Sperling agreed to amend the Initial Sperling Loan (the "**Amended Sperling Loan**"). The terms of such amendments included, *inter alia*:
- a. an extension of the term to April 30, 2016;
 - b. an acknowledgment that ACIC had discharged its mortgage registered on title to the Sperling Lands, but retained an unregistered mortgage over the Sperling Lands; and
 - c. Sperling would execute and deliver security to replace the discharged mortgage.
44. ACIC advanced the funds required under Initial Sperling Loan and the Amended Sperling Loan and has a mortgage on the Sperling Lands.
45. The Amended Sperling Loan is in default.

The Censorio Development Loan

46. Censorio Development is a corporation affiliated with, *inter alia*, Sperling and Agnes & Elliot, and is under common management of Censorio.

47. On or about October 9, 2014, by written agreement between Censorio Development, Sperling, Agnes & Elliot, Censorio and other parties, the parties agreed, *inter alia* (the "Censorio Development Loan"):
- a. ACIC would lend \$4,012,604.48 to Censorio Development;
 - b. the Censorio Development Loan was secured by way of a mortgage on the Sperling Lands;
 - c. Sperling, Agnes & Elliot, Censorio, and other parties would guarantee the Censorio Development Loan;
 - d. the parties would grant ACIC additional security documentation in a form satisfactory to ACIC;
 - e. interest would accrue on the Censorio Development Loan at a rate of 12% per annum calculated and paid quarterly.
48. ACIC advanced the funds required under the Censorio Development Loan and is entitled to a mortgage on the Sperling Lands.
49. The Censorio Development Loan is in default.

Acknowledgements

50. Altezza, Beta Holdings, Chisa Holdings, Chisa Properties, Sperling, Agnes & Elliott, Censorio Development and Censorio, and each of them, have acknowledged, and continue to acknowledge, their respective obligations in signed written instruments for each of the:
- a. the Altezza Loan;
 - b. the Amended Beta Loan;
 - c. the Chisa Loan;
 - d. the Amended Sperling Loan; and
 - e. the Censorio Development Loan.

Part 2: RELIEF SOUGHT

51. ACIC seeks the following relief:
- a. a declaration that ACIC is entitled to and has mortgages on the Altezza Lands to secure the Altezza Loan and the Chisa Loan and that ACIC's mortgages rank in priority to the interests of the Defendants;
 - b. a declaration that ACIC is entitled to and has a mortgage on the Beta Lands to secure the Amended Beta Loan and that ACIC's mortgage ranks in priority to the interests of the Defendants;
 - c. a declaration that ACIC is entitled to and has a mortgage on the Chisa Lands to secure the Chisa Loan and that ACIC's mortgage ranks in priority to the interests of the Defendants;
 - d. a declaration that ACIC is entitled to and has mortgages on the Sperling Lands to secure the Amended Sperling Loan and the Censorio Development Loan and that ACIC's mortgages rank in priority to the interests of the Defendants;
52. an order fixing the amount to be paid by the Defendants to ACIC to pay out the:
- a. Altezza Loan;
 - b. Amended Beta Loan;
 - c. Chisa Loan;
 - d. Amended Sperling Loan; and
 - e. the Censorio Development Loan.
53. a certificate of pending litigation to be registered in the Land Title Office against the title to the:
- a. Altezza Lands;
 - b. Beta Lands;
 - c. Chisa Lands; and

- d. Sperling Lands;
54. costs; and
55. such further and other relief as to this Honourable Court may deem just.

Part 3: LEGAL BASIS

56. ACIC pleads and relies on the *Law and Equity Act*, RSBC 1996 c. 253, the *Land Title Act*, RSBC 1996 c. 250, the *Property Law Act*, RSBC 1996 c. 377 and the *Supreme Court Civil Rules*, BC Reg 168/2009.
57. The Altezza Lands, Beta Lands, Chisa Lands and Sperling Lands are security for the amounts due and owing on the Altezza Loan, Amended Beta Loan, Chisa Loan, Amended Sperling Loan, and Censorio Development Loan.
58. Valuable consideration for the Altezza Loan, Amended Beta Loan, Chisa Loan, Amended Sperling Loan and Censorio Development Loan was provided by ACIC.
59. The Defendants and ACIC share a common intention that the Altezza Lands, Beta Lands, Chisa Lands and Sperling Lands be security for debts due and owing pursuant to the Altezza Loan, Amended Beta Loan, Chisa Loan, Amended Sperling Loan and Censorio Development Loan or future advances thereby creating an equitable mortgage over the Altezza Lands, Beta Lands, Chisa Lands and Sperling Lands.
60. The Defendants have executed written instruments agreeing to grant the above security in the Altezza Lands, Beta Lands, Chisa Lands and Sperling Lands.

Plaintiff's address for service:

Watson Goepel LLP
Lawyers
1200 - 1075 West Georgia Street
Vancouver, B.C.
V6E 3C9

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

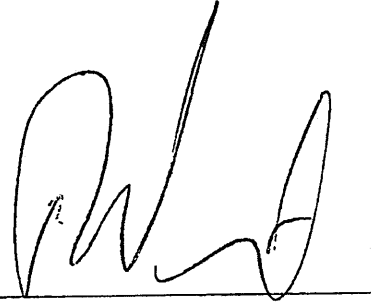
E-mail address for service (if any): n/a

Place of trial: Vancouver, British Columbia

The address of the registry is:

800 Smithe Street, Vancouver, British Columbia

Date: ~~April 12, 2018~~ April 13, 2018



Signature of Jeremy D. West
Counsel for the Plaintiff

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

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

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Claim for loans secured by equitable mortgages.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause
- A dispute concerning:

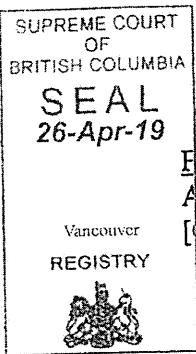
- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
-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

Part 3: THIS CLAIM INVOLVES:

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

Part 4:

Law and Equity Act, RSBC 1996 c. 253, the Land Title Act, RSBC 1996 c. 250, the Property Law Act, RSBC 1996 c. 377



Further amended on April 25, 2019 with leave from the Court
AMENDED PETITION FILED JULY 24, 2018 WITH LEAVE FROM THE COURT
[Original filed on April 5, 2018]

No. H-180143
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALL CANADIAN INVESTMENT CORPORATION and ~~DIDS-BC HOLDINGS LTD.~~
PETITIONERS

AND:

CENSORIO GROUP (AGNES & ELLIOT) HOLDINGS LTD., CHISA PROPERTIES LTD., PETER CENSORIO, CENSORIO GROUP (PARKING) HOLDINGS LTD., LEAH FUNK, CARL FUNK, 1110438 B.C. LTD., FISGARD CAPITAL CORPORATION AND THE OWNERS, STRATA PLAN EPS4196

RESPONDENTS

FURTHER AMENDED PETITION TO THE COURT

ON NOTICE TO: The Respondents
And to: Their Solicitors

This proceeding is brought for relief set out in Part 1 below by the person named as Petitioners in the style of proceedings above

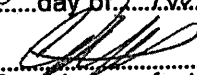
If you intend to respond to this petition, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the Petitioners
 - (i) 2 copies of the filed response to petition, and
 - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

Time for response to petition

00581119

This is Exhibit "D" referred to in the
4th affidavit of Joanna Walska
sworn before me at North Vancouver
this 5 day of November 2019

A Commissioner for taking Affidavits
for British Columbia

A response to petition must be filed and served on the Petitioners,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed petition was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed petition was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed petition was served on you, or
- (d) if the time for response has been set by order of the court, within that time.

(1)	The address of the registry is: 800 Smithe Street, Vancouver, B.C.
(2)	The ADDRESS FOR SERVICE of the Petitioner(s) is: Attention: Jeremy D. West Watson Goepel LLP Lawyers 1200 - 1075 West Georgia Street Vancouver, B.C. V6E 3C9 Telephone number: (604) 688-1301 Fax number address for service (if any) of the Petitioners: (604) 688-8193 E-mail address for service (if any) of the Petitioners: n/a
(3)	The name and office address of the Petitioner's lawyer is: Same as above.

CLAIM OF THE PETITIONER

Part 1: ORDERS SOUGHT

1. A declaration that:
 - a. a mortgage dated May 22, 2013 which was registered in the New Westminster Land Title Office on May 30, 2013 under number CA3154208 and modification numbers CA4229497 and CA4318776 (the "Mortgage") is a first mortgage charging the following lands and premises;
 - 030-121-787
STRATA LOT 36 BLOCK 19
NEW WESTMINSTER DISTRICT STRATA PLAN EPS4196
 - and
 - 030-122-686
STRATA LOT 126 BLOCK 19
NEW WESTMINSTER DISTRICT STRATA PLAN EPS4196
 - and

030-122-651
STRATA LOT 123 BLOCK 19
NEW WESTMINSTER DISTRICT STRATA PLAN EPS4196
and
030-122-406
STRATA LOT 98 BLOCK 19
NEW WESTMINSTER DISTRICT STRATA PLAN EPS4196

(collectively, the "Lands") ranking in priority to the interests in the Lands of the Respondents and their heirs, executors, administrators, successors, and assigns and all persons claiming by, through, or under them;

- b. the Mortgage is in default;
2. A summary accounting of the amount of money due and owing to the Petitioners pursuant to the Mortgage, and a declaration of the amount of money required to redeem the Lands ("the Amount Required to Redeem");
3. An order that the redemption period be set at one day, or, alternatively, an immediate order absolute;
4. An order that, on the Respondents or any of them paying into court or to the solicitors for the Petitioners prior to the pronouncement of an order absolute or an order approving a sale of the Lands the Amount Required to Redeem, then the Petitioners shall reconvey the Lands free and clear of encumbrances in favour of it or by any person claiming by, through, or under it, and shall deliver up all documents in the Petitioner's custody relating to the Lands to the Respondent or Respondents who made payment;
5. An order that, if the Lands are not redeemed, the Petitioners shall be at liberty to apply for an order absolute, and on pronouncement of an order absolute, then the Respondents and their heirs, executors, administrators, successors, and assigns of the Respondents and all persons claiming by, through, or under them shall be foreclosed of all right, title, interest, estate, and equity of redemption in and to the Lands, and shall immediately deliver to the Petitioners vacant possession of the Lands;

6. An order that the Petitioners be at liberty to apply for a further summary accounting of any amounts of money that may become due to the Petitioners pursuant to the Mortgage;
7. An order that the Lands be listed for sale, and that the Petitioners have exclusive conduct of sale;
8. Judgment in favour of the Petitioners against the Respondents Censorio Group (Agnes & Elliot) Holdings Ltd., Chisa Properties Ltd. and Peter Censorio in the Amount Required to Redeem;
9. An order for a Certificate of Pending Litigation over the Lands;
10. An order for possession of the Lands;
11. An order that the Petitioners be granted its costs of and in connection with this proceeding; and
12. An order for any further relief that to this Honourable Court may seem just.

Part 2: FACTUAL BASIS

Parties

13. The Petitioner, All Canadian Investment Corporation is a company duly incorporated pursuant to the laws of British Columbia with an address for service in these proceedings of 1200-1075 West Georgia St., Vancouver, British Columbia ("ACIC").
- ~~14. The Petitioner, DIDS BC Holdings Ltd. is a company duly incorporated pursuant to the laws of British Columbia with an address for service in these proceedings of 1200-1075 West Georgia St., Vancouver, British Columbia ("DIDS").~~
14. The Respondent, Censorio Group (Agnes & Elliot) Holdings Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and

records office of 800-885 West Georgia Street, Vancouver, British Columbia ("CGH").

15. The Respondent, Chisa Properties Ltd. is a company duly incorporated pursuant to the laws of British Columbia with a registered and records office of 800-885 West Georgia Street, Vancouver, British Columbia ("Chisa").
16. The Respondent Peter Censorio is the President of CGH with an address of 4723 Hastings Street, Burnaby, British Columbia ("Censorio").

Loan Agreement

17. By agreement effective May 22, 2013, and amended effective March 2015 (the "Loan Agreement"), CGH granted a mortgage over the Lands to ACIC to secure a loan (the "Loan").
18. Pursuant to the Loan Agreement Chisa and Censorio agreed to act as covenantors to pay the indebtedness secured by the Mortgage.
19. CGH is the registered owner of the Lands.

Mortgage

20. The Mortgage was registered in the New Westminster land title office on May 30, 2013 under number CA3154208 modification numbers CA4229497 and CA4318776.
21. The payments required to be made pursuant to the Mortgage are in default.
22. The following Respondents named in this petition are joined in this proceeding by reason of being the owner of a registered or unregistered interest in the Lands ranking subsequent in priority to the Mortgage:
 - a. Censorio Group (Parking) Holdings Ltd.;
 - b. Leah Funk;

- c. Carl Funk;
- d. 110438 B.C. Ltd.;
- e. Fisgard Capital Corporation; and
- f. The Owners, Strata Plan EPS4196.

23. Pursuant to the Mortgage, the principal, interest, and all other costs, charges, and expenses secured and payable thereby become due and payable on default of any payment required to be made thereby, and are now due and payable and have not been paid.

24. Demand has been made for the payment of the money due and owing under the Loan Agreement and secured by the Mortgage, but this money has not been paid.

25. As at March 13, 2018 the total amount outstanding and secured by the Mortgage was \$6,436,876.16 calculated as follows:

Principal	\$6,107,266.23
Interest	\$329,609.93
TOTAL	\$6,436,876.16

26. Interest on the outstanding principal continues to accrue at the rate of \$2,007.87 per day.

27. The Lands consist of four high rise strata apartments in Vancouver, British Columbia (the "Apartments"). There are no tenants living in the Apartments.

Redemption Period

28. There is insufficient equity in the Lands to repay the amounts outstanding.

Assignment of Mortgage

29. On or about April 26, 2018 ACIC assigned the Mortgage to DIDS-BC Holdings Ltd. ("DIDS") as security for an interim financing facility agreement (the "Assignment"). On April 30, 2018 the Assignment was registered in the Kamloops Land Title Office.

Reassignment of Mortgage

30. In or around December 2018, the financing under the interim financing facility agreement was repaid to DIDS and, as a result, DIDS agreed, *inter alia*, to release its security over the Lands.

31. On or about March 29, 2019, DIDS assigned the Mortgage back to ACIC.

Part 3: LEGAL BASIS

32. The Petitioners will rely on, *inter alia*:

- a. Rules 2-1, 13-5, 16-1 and 21-7 of the *Supreme Court Civil Rules*.
- b. *Law and Equity Act*, RSBC 1996, c. 253.

33. A mortgagor may be entitled to a redemption period shorter than 6 months if there is evidence of insufficient equity, abandonment or wasting.


British Columbia (Attorney General) v. Malik, 2009 BCCA 202

Part 4: MATERIALS TO BE RELIED ON

34. Affidavit #1 of Donald Bergman, made on the 3rd day of April, 2018.

The Petitioners estimates that the hearing of the petition will take 10 minutes.

Date: April 25, 2019

for 
Signature of Jeremy D. West
Lawyer for the Petitioners

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this Petition
 with the following variations and additional terms:

Date: _____

Signature of Judge Master



This is the 1st affidavit of D. Bergman in this case 8 and was made on August, 2018 NO. VLC-S-S-183355 VANCOUVER REGISTRY

Tom D

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, DONALD BERGMAN, Businessman, care of ACIC (All Canadian Investment Corporation), Suite 2 - 781 Marine Park Drive, in the City of Salmon Arm, Province of British Columbia, SWEAR (OR AFFIRM) THAT:

- I am the sole Director and President of the Plaintiff, All Canadian Investment Corporation ("ACIC"), and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where they are stated to be based upon information and belief, and as to those matters I verily believe them to be true.

This is Exhibit "E" referred to in the affidavit of *Joanna Walska* sworn before me at *North Vancouver* this *5* day of *November* 20*19*

[Signature]
A Commissioner for taking Affidavits for British Columbia

2. On November 7, 2017, I swore an Affidavit in support of a Petition for ACIC to obtain creditor protection pursuant to the ***Companies' Creditors Arrangement Act***.
3. As part of those proceedings, a Petition was filed seeking creditor protection. One of the factors contributing to the need of the company to seek creditor protection was the actions of resignation of the Defendants as auditors for the company.
4. Paragraph 20 of the Petition reads as follows:

Further, the Petitioner's ability to raise additional capital was also hindered by the sudden resignation of its auditors, BDO Canada LLP ("BDO"). On or about March 29, 2016, which was six (6) months after the Petitioner's year end, BDO resigned without advance warning and without completing the Petitioner's audited financial statement for 2015 or filing the Petitioner's tax return. Due to the timing of BDO's resignation, the Petitioner was unable to retain another auditor in a timely manner. The Petitioner's endeavours to raise additional further capital had to cease as the Petitioner was unable to provide audited financial statements to complete an offering memorandum.
5. ACIC's impecuniosity is due to the conduct and actions of the Defendant.
6. ACIC is a mortgage investment corporation ("MIC") which has been in business since 1998. Its business is to provide loans to owners and developers of single and multi-family residential, commercial, office and industrial real estate properties which are secured by registered, unregistered and equitable mortgages on the properties.
7. The Petitioner's primary objective as a MIC is to provide its preferred shareholders with dividend payments. The Petitioner has two classes of shares: common shares and preferred shares.
8. The Petitioner issued a total of 37,277 preferred shares and 15,647 warrants to investors for an aggregate capital of approximately

\$37,277,000. The beneficiaries of ACIC are its preferred shareholders. The preferred shareholders are the shareholders who would benefit in the event ACIC receives damages in the within claim.

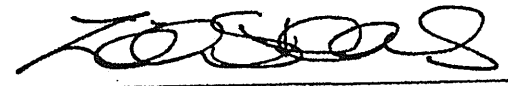
9. Due to its insolvency, ACIC is unable to provide security for costs.
10. As part of its role as Monitor, the Monitor created a creditor list. Now produced and shown to me and marked as **Exhibit "A"** to this my Affidavit is a copy of the Creditor List which appears on the website of Boale Wood, Monitor for ACIC.
11. BDO is not listed as an unsecured or secured creditor.
12. Certain assumptions and statements appear in the Affidavits filed in support of the Defendant's application. I did not misrepresent the status of ACIC's mortgages.
13. At no time did I advise any representative of BDO that the Altezza Loan and the Hastings 4719 Loan were registered. ACIC held some mortgages as equitable mortgages. This is the case with the Altezza Loan and the Hastings 4719 Loan. The fact that a mortgage is not registered does not mean that it is not a mortgage. An equitable mortgage is a mortgage.
14. Contrary to the assertion contained in paragraph 37 of the Affidavit of Angela Spencer, ACIC did not discharge its mortgage security. It only discharged its registration. The mortgage still remains. This was explained to BDO by me on numerous occasions.
15. The statements attributed to me in paragraph 38 of the Spencer Affidavit are totally without foundation. I made no such statements to Ms. Spencer.

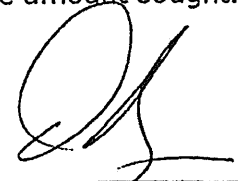
16. In response to paragraph 40 of the Spencer Affidavit, the two Censario Loans were secured by mortgages on residential properties held as equitable mortgages.
17. Contrary to the assertions contained in paragraph 29 of the Spencer Affidavit, I deny making any such statements. A Restructuring Agreement had been entered into by ACIC and was in the file and available to BDO throughout. Now produced and shown to me and marked as **Exhibit "B"** to this my Affidavit is a copy of the Restructuring Agreement.
18. I did not forgive the loan as Ms. Spencer contends. I advised Ms. Spencer the debt was restructured. At all times, I understood that this restructuring was a related party transaction and would need to be disclosed. I made no such statement about the position of the Securities Commission, as alleged by Ms. Spencer.
19. The statements attributed to me in paragraphs 22 to 26 of the Spencer Affidavit regarding a meeting of March 21, 2016, are totally untrue. The restructuring had occurred on May 8, 2014.
20. The Defendant's letter of resignation makes no mention of the alleged grounds of resignation asserted in the Affidavit of Mr. Johnson or Ms. Spencer.
21. Counsel for the Plaintiff is retained on a contingency fee basis. There is no obligation on the part of the Plaintiff to pay ongoing legal fees, contrary to the suggestion of the Defendant.
22. Thus, there is no diversion of funds as contended by the Defendant.
23. Prior to the commencement of the litigation on March 1, 2018, I spoke with Mr. John McEown, the Monitor's representative. I advised him of the proposed lawsuit and the fact that the matter would be proceeding by way of a contingency fee agreement.

- 24. At no time was I advised by Mr. McEown that the Monitor objected to the Initiation of this lawsuit.
- 25. The lawsuit is In the Interest of the preferred shareholders.
- 26. I believe If security for costs is awarded, the Plaintiff's claim will be stifled as It has no funds to provide security in the amount sought.

SWORN BEFORE ME
 at ~~Vancouver~~ ^{Salmon Arm}, British Columbia
 on 8 August, 2018.

lew





 DONALD BERGMAN

~~A commissioner for taking
 affidavits for British Columbia
 Alastair Wade~~

Lo

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

This is Exhibit "A" referred to in the
Affidavit of Donald Brennan
sworn (or affirmed) before me on

August 8, 2018



A commissioner for taking Affidavits for
British Columbia

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

All Canadian Investment Corporation

- Creditor List -

Creditor Type	Name	Address	Claim \$
Secured	Fisgard Capital Corporation	3378 Douglas Street Victoria BC V8Z 3L3	1,285,702.00
	Van Maren Financial Ltd	Suite 202, 45793 Luckakuck Way Chilliwack BC V2R 5S3	500,000.00
Total			1,785,702.00
Unsecured	1083163 Alberta Ltd.	301 Stewardson Way New Westminster BC V3M 2A5	516,666.65
	ACIC CJ Properties Ltd.	Suite 2, 781 Marine Park Dr. NE Salmon Arm BC V1E 2W7	24,000.00
	ACIC Financial Development Inc.	Suite 2, 781 Marine Park Dr. NE Salmon Arm BC V1E 2W7	115,238.56
	Bailey, Roy	#28 - 22740 116 Ave Maple Ridge BC V2X 2X7	154,000.00
	Buchanan, Donald	P.O Box 72 Hudson's Hope BC V0C 1V0	154,000.00
	Clark Wilson LLP	#900 - 885 West Georgia Street Vancouver BC V6C 3H1	12,248.58
	Econ-o-Lith Printing Ltd.	916 102 Ave Dawson Creek BC V1G 2B7	154,000.00
	Gill, Ajit & Simro	550 Fermoy place Victoria BC V8Z 6N2	154,000.00
	Grover, Elliott & Co. Ltd	10th Floor, 609 W Hastings St Vancouver BC V6B 4W4	1,904.44
	Harper Grey LLP	3200 Vancouver Centre, 650 West Georgia Street Vancouver BC V6B 4P7	6,413.89
	James Hancock	1701 - 1499 West Pender St. Vancouver BC V6G 0A7	1,015,123.29
	Lockhart, Robert	1305 W 48th Ave Vancouver BC V6M 2N8	205,333.32
	Ministry of Finance - British Columbia	Station Provincial Government PO Box 9445 Victoria BC V8W 9V5	11,705.92
	Murray, Christopher	4062 Torry Rd Eagle Bay BC V0E 1T0	154,000.00

000039

Updated: November 23, 2017

All Canadian Investment Corporation

- Creditor List -

Creditor Type	Name	Address	Claim \$
	Olson, Mervyn & Margaret	14225 Porlier Pass Rd Galiana BC V0N 1P0	154,000.00
	Palatee Enterprises Ltd.	P.O. Box 84 Lillooet BC V0K 1V0	154,000.00
	Renfrew, Joan & Cliff	201 - 13585 16 Ave Surrey BC V4A 1P6	154,000.00
	Richardson, Douglas A.	2078 Lillooet Court Kelowna BC V1V 1Y2	154,000.00
	Wallbank, Beatrice & Cmolik, Brad	5824 Columbia Ave Peachland BC V0H 1X4	154,000.00
	Yu, Wenge	15-140 Nickel Rd Kelowna BC V1X 4E6	154,000.00
		Total	3,602,634.65
Contingent	Geertje Gort de Lauprecht	c/o Vincent Pigeon, Barrister & Solicitor 410 - 688 West Hasting Street Vancouver BC V6B 1P1	200,000.00
	Joe Garrson	c/o FH&P Lawyers LLP 400 - 275 Lawrence Avenue Kelowna BC V1Y 6L2	225,000.00
	Parkland Fund Ltd.	c/o Sean Kelly Law # 101 - 1353 Ellis Street Kelowna BC V1Y 1Z9	1,000,000.00
		Total	1,425,000.00

4
000040

This is Exhibit "B" referred to in the
Affidavit of Donald Bergman
sworn (or affirmed) before me on
August 8, 2018
[Signature]

MEMORANDUM OF AGREEMENT Commissioner for taking Affidavits for
British Columbia

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

This Memorandum of Agreement is made as of the 8th day of May, 2014, between William Leslie Allen ("Allen"), Donald F. Bergman ("Bergman"), W.L.A. Holdings Ltd. ("Holdings"), Daniel Point Projects Ltd. ("Daniel Point"), W.L.A. Financial Corporation ("Financial"), 0911368 B.C. Ltd. ("911"), All Canadian Investment Corporation ("ACIC"), ACIC Financial Developments Inc. ("ACICFD"), 1001695 B.C. Ltd. ("Newco"), Meridian Resource Accommodations Inc. ("Meridian") and Don Bergman Inc. ("Bergman Inc.") witnesses that:

WHEREAS:

- A. Holdings, Daniel Point and Allen are the legal and beneficial owners of certain properties located in Pender Harbour, British Columbia and legally described as follows:
 - PID: 026-169-428, Lot 136 District Lot 3923, Group 1, New Westminster District Plan BCP15556;
 - PID: 026-169-436, Lot 137 District Lot 3923, Group 1, New Westminster District Plan BCP15556;
 - PID: 027-093-387, Lot 184 District Lot 3923, Group 1, New Westminster District Plan BCP30066;
 - PID: 026-192-993, Lot 4 and an undivided 3/12th share in Lot 7, District Lot 3923, Group 1, New Westminster District Plan BCP15562;
 - PID: 026-193-001, Lot 5 and an undivided 3/12th share in Lot 7, District Lot 3923, Group 1, New Westminster District Plan BCP15562; and
 - PID: 026-193-019, Lot 6 and an undivided 3/12th share in Lot 7, District Lot 3923, Group 1, New Westminster District Plan BCP15562(collectively, the "Daniel Point Properties")
- B. ACIC has advanced certain funds to Daniel Point and Holdings from time to time pursuant to a loan facility (the "ACIC Daniel Point Loan") secured by mortgage security granted over the Daniel Point Properties, and the outstanding balance of principal and interest under such loan facility was approximately \$5,868,661 as of April 30, 2014;
- C. ACIC has advanced certain funds to 911 from time to time pursuant to a credit facility evidenced by a letter agreement between 911 and ACIC dated June 1, 2011, as amended from time to time (the "911 Loan"), and the outstanding balance of principal and interest under such credit facility was approximately \$3,189,444 as of April 30, 2014;
- D. 911 has advanced certain funds to Meridian from time to time (the "Meridian Loan"), and the outstanding balance of principal and interest under such loan was approximately \$3,189,444 as of April 30, 2014;
- E. Financial is the legal and beneficial owner of 900 Common shares in the capital of Meridian;
- F. Bergman is the President and a director of ACIC and is the principal shareholder and sole director of Newco and Bergman Inc.;

DBA

- G. Allen is the sole shareholder of Financial, and as of the date hereof, Allen is the legal and beneficial owner of 200 Common shares in the capital of Financial;
- H. ACIC intends to obtain financing from a third party lender for the benefit of ACIC (the "Daniel Point Refinancing"), which financing will be secured by mortgage security over the Daniel Point Properties;
- I. Newco wishes to purchase an aggregate 20% interest in the shares of Financial for an aggregate subscription price of \$5,189,444 (the "Subscription"), and such purchase is to take place in two tranches; and
- J. The parties wish to set out their respective obligations in respect of the Daniel Point Refinancing and the Subscription.

THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties to this Memorandum of Agreement covenant and agree with each other as follows:

1. The parties covenant and agree that all of the recitals to this Agreement are true.
2. ACIC shall arrange for the Daniel Point Refinancing and the proceeds of the Daniel Point Refinancing shall be paid to ACIC. Holdings, Daniel Point and Allen agree to co-operate with ACIC and with the third party lender advancing the Daniel Point Refinancing (the "Lender") in arranging the Daniel Point Refinancing as quickly as practicable, provided that:
 - (a) Holdings, Daniel Point and Allen shall not be required to provide any covenants, guarantees, indemnities or other financial assurances in respect of the Daniel Point Refinancing, except to the extent of their interest in the Daniel Point Property; and
 - (b) the ACIC Daniel Point Loan shall be subordinated in all respects to the Daniel Point Refinancing.
3. ACIC, ACICFD, Bergman, Bergman Inc. and Newco shall jointly and severally indemnify and hold harmless each of Holdings, Daniel Point and Allen and their respective directors, officers, employees, agents, advisers, executors and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing and defending against any claim, law suit, administrative proceeding or investigation whether commenced or threatened) arising from or in connection with the breach by ACIC of its obligations pursuant to paragraph 8 below, the past, present or future environmental condition of the Daniel Point Properties, the Daniel Point Refinancing, or any security granted, personal or other covenants or agreements given or delivered in connection with the Daniel Point Refinancing.
4. As security for the due payment and performance of the obligations of Bergman Inc. pursuant to paragraph 3 above, Bergman Inc. will assign, pledge and hypothecate to Allen and grant to Allen a security interest in all of the issued and outstanding shares in the capital of Newco, in such form as is acceptable to Allen, and such assignment, pledge

and hypothecation shall terminate upon satisfaction by Bergman Inc. of all of his obligations under the indemnity granted pursuant to paragraph 3 above.

5. On or before October 1, 2015, ACIC, or its nominee, shall take title to the Daniel Point Properties and Holdings, Daniel Point and Allen shall transfer title to the Daniel Point Properties to ACIC, or its nominee, in consideration for a full and final release from ACIC in favour of Holdings, Daniel Point and Allen in respect of their respective obligations under the ACIC Daniel Point Loan.
6. ACIC, or its nominee, will pay the expense of registering the transfers of the Daniel Point Properties with the appropriate Land Title Office and will pay any property transfer tax due in respect of the transfer of the Daniel Point Properties to ACIC, or its nominee.
7. ACIC, or its nominee, will pay any GST payable with respect to the transfer of the Daniel Point Properties to ACIC, or its nominee, and to the extent permissible will account directly to Canada Revenue Agency with respect thereto, and will confirm its GST registration number to Holdings, Daniel Point and Allen on the completion of such transfer by providing a signed certificate in the customary form.
8. From and after the date hereof, ACIC shall pay all costs and expenses relating to the Daniel Point Properties or the operation and maintenance thereof, including, without limitation, all payments required to be made on account of the Daniel Point Refinancing, property taxes, utility charges and insurance premiums.
9. ACIC hereby waives any and all interest payable by Daniel Point and Holdings pursuant to the ACIC Daniel Point Loan and by 911 pursuant to the 911 Loan from and after April 30, 2014.
10. Meridian hereby acknowledges that it is indebted to 911 in the amount of \$3,189,444 as of April 30, 2014 under the Meridian Loan.
11. As of and from the date hereof, Financial assumes and agrees to pay, discharge and perform all obligations, debts, and liabilities of Meridian under the Meridian Loan and to save Meridian harmless from any claims in that regard, and 911 releases Meridian from his obligations under the Meridian Loan.
12. In conjunction with the execution of this Agreement, Financial and Newco shall enter into a Subscription Agreement pursuant to which Newco shall subscribe to 50 Common shares in the capital of Financial, which Subscription Agreement will provide, *inter alia*, that:
 - (a) 22 Common shares in Financial will be issued to Newco on May 31, 2014 (or such other date as is mutually agreed upon) in consideration for the assumption by Newco of the obligations of Financial pursuant to the Meridian Loan (the "First Tranche"); and
 - (b) Financial will grant a warrant to Newco pursuant to which Newco will have the option to purchase a further 28 Common shares in Financial for an aggregate purchase price of \$2,000,000 and such warrant shall be exercisable on or before July 15, 2014 (the "Second Tranche").

- 13. Upon the issuance of the First Tranche, Newco, Bergman, Allen and Financial shall enter into a Shareholder's Agreement with respect to the shares of Financial held by Newco and Allen, upon such terms as are agreed upon by the parties thereto.
- 14. Each party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.
- 15. Time shall be of the essence of this Agreement.
- 16. This Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada. The parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia with respect to any matter relating to or arising out of this Agreement.
- 17. No party may assign all or part of its interest in or to this Agreement without the consent of the other parties in writing.
- 18. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument.
- 19. This Agreement or any counterpart may be executed by the parties and transmitted by fax or electronic mail and if so executed and transmitted this Agreement or counterpart will be for all purposes as effective as if the parties had executed and delivered an original Agreement or counterpart.

[Remainder of this page intentionally left blank]

BA

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first written above.

W L A
WILLIAM LESLIE ALLEN

D F B
DONALD F. BERGMAN

W.L.A. HOLDINGS LTD., by its authorized signatory:

W L A
Name: William Leslie Allen

DANIEL POINT PROJECTS LTD., by its authorized signatory:

W L A
Name: William Leslie Allen

W.L.A. FINANCIAL CORPORATION, by its authorized signatory:

W L A
Name: William Leslie Allen

MERIDIAN RESOURCE ACCOMMODATIONS INC., by its authorized signatory:

W L A
Name: William Leslie Allen

0911368 B.C. LTD., by its authorized signatory:

W L A
Name: William Leslie Allen

ALL CANADIAN INVESTMENT CORPORATION, by its authorized signatory:

D F B
Name: Donald F. Bergman

ACIC FINANCIAL DEVELOPMENTS INC., by its authorized signatory:

D F B
Name: Donald F. Bergman

1001695 B.C. LTD., by its authorized signatory:

D F B
Name: Donald F. Bergman

DON BERGMAN INC., by its authorized signatory:

D F B
Name: Donald F. Bergman

Lakes, Whyte LLP

Barristers and Solicitors

000045

Refer to:
Email Address:
File No.:

Clark T. Hartnett
chartnett@lakeswhyte.com
190089

October 29, 2019

VIA EMAIL

Kornfeld LLP
1100 One Bentall Centre
505 Burrard Street, Box 11
Vancouver, B.C. V7X 1M5
Attention: Douglas B. Hyndman

Watson Goepel LLP
Suite 1200
1075 West Georgia Street
Vancouver, B.C. V6E 3C9
Attention: Jeremy D. West

Dear Mr. Hyndman and Mr. West:

Re: **All Canadian Investment Corporation ("ACIC") Companies' Creditors Arrangement Act** petition, SCBC Vancouver Registry No. S1710393

We write in regard to various claims that have not been advanced by ACIC against third parties.

Censorio Claims

We note that actions have been commenced by ACIC in relation to each of the loans to the Censorio Group of Companies in the following actions:

- *ACIC et. al. v. Censorio Group (Agnes & Elliot) Holdings Ltd. et. al.*, SCBC Vancouver Registry File H180143 ("**H180143**").
- *ACIC v. Altezza Properties Ltd. et. al.*, SCBC Vancouver Registry File S184595 ("**S184595**"); and
- *ACIC v. Censorio Group (Hastings & Carleton) Holdings Ltd. et. al.*, SCBC Vancouver Registry File S1910311 ("**S1910311**").

(collectively, the "**Censorio Claims**")

Our review of these files indicates the following:

- Only H180143 seeks judgment against the defendants; and
- The Order Nisi granted July 24, 2018 in H180143 took judgment against Censorio Group (Agnes & Elliot) Holdings Ltd. and Chisa Properties Ltd., but not against Peter Censorio personally.

1

200 - 879 Marine Drive, North Vancouver, British Columbia V7P 1R7
Telephone 604.984.3646 Facsimile 604.984.8573 Toll Free 1.800.488.7788

This is Exhibit "F" referred to in the
4th affidavit of Joanna Walska
sworn before me at North Vancouver
this 5 day of November 2019.


A Commissioner for taking Affidavits
for British Columbia

It is the position of the preferred shareholders that it would be for the benefit of the estate of ACIC to pursue judgments in each of the Censorio Claims, and to pursue judgment against Peter Censorio personally in each of the Censorio Claims.

Loan to 0911368 BC Ltd.

Donald Bergman referred to a loan from ACIC to 0911368 BC Ltd. ("**911**") in various affidavits as the "**911 Loan**". Mr. Bergman refers to the 911 Loan being forgiven as part of a restructuring agreement (the "**Restructuring Agreement**") in the following affidavits:

- The 6th Affidavit of D. Bergman made on June 7, 2018 in *re All Canadian Investment Corporation*, SCBC Vancouver Registry No. S1710393 (the "**Petition**"), at paras. 102-107;
- The 9th Affidavit of D. Bergman made on November 5, 2018 in the Petition, at paras. 48-50; and
- The 1st Affidavit of D. Bergman made on August 8, 2018 in *All Canadian Investment Corporation v. BDO Canada*, SCBC Vancouver Registry No. S-183355 (the "**BDO Action**"), at para. 17.

The above excerpts from Mr. Bergman's affidavits contradict Mr. Bergman's April 26, 2018 statutory declaration to DIDS-BC Holdings Ltd., which was attached and marked as Exhibit C to the 6th Affidavit of D. Bergman made on June 7, 2018 in the Petition, where Mr. Bergman states in a "true and accurate summary of the Borrower's Loan Portfolio Assets" that the 911 Loan had \$3,389,414.00 outstanding as of March 31, 2018, with only the interest frozen in a debt restructure.

The Restructuring Agreement is enclosed as Exhibit B to the 1st Affidavit of D. Bergman made on August 8, 2018 in the BDO Action.

Without going into the details of this multifaceted agreement involving Mr. Bergman, William Leslie Allen, and 9 companies owned or controlled by Mr. Bergman or Mr. Allen, it appears that nothing in this agreement indicates that the any portion of the 911 Loan was forgiven, aside from paragraph 9, where ACIC waives any and all interest payable by 911 pursuant to the 911 Loan from and after April 30, 2014.

Pursuant to the Restructuring Agreement, 1001695 BC Ltd. ("**Newco**") obtained the option to purchase an aggregate 20% interest in the shares of W.L.A. Financial Corp. ("**Financial**") in exchange for the assumption of \$3,189,444 in debt owed by Meridian Resource Accommodations Inc. ("**Meridian**") to 911, and payment of \$2,000,000.

Financial owns 90% of Meridian. Mr. Bergman alleges in various affidavits that Newco held the Financial shares in trust for ACIC. The Monitor's 11th Report notes that at the request of the Monitor, Mr. Bergman executed a formal written trust agreement was executed by Newco declaring that the Financial shares were held in trust for ACIC (the "Trust Declaration").

From our review of the Restructuring Agreement and the Monitor's description of the Trust Declaration, it appears that ACIC should be entitled to enforce the 911 Loan against 911, and remain the beneficial owner of the shares in Financial that are held in trust for its benefit.

It is the position of the preferred shareholders that it would be for the benefit of the estate of ACIC to commence a claim to seek recovery of the 911 Loan.

Loans to Karl Buchmann and Stonewater Motel Ltd.

We note that no action has been commenced against Karl Buchmann or Stonewater Motel Ltd. From our review of Mr. Bergman's affidavits, it appears that these loans were expected to be paid in full. In particular:

- In paragraph 46 of the 9th Affidavit of D. Bergman made on November 5, 2018 in the Petition, Mr. Bergman states that ACIC expects that a refinancing of the Stonewater Motel will allow Stonewater to fully repay the Stonewater Loan; and
- In paragraph 52 of the 9th Affidavit of D. Bergman made on November 5, 2018 in the Petition, Mr. Bergman states that Mr. Buchmann is negotiating the sale of a portion of his interest in the Salmon Arm property, the proceeds of which are expected to be sufficient to repay in full the Buchmann Loan.

Please confirm that the Stonewater Loan and the Buchmann Loan have, in fact, been repaid in full. If they have not, then it is the position of the preferred shareholders that it would be for the benefit of the estate of ACIC to commence a claim to seek recovery of the Stonewater Loan and the Buchmann Loan.

AFDI Loan

We note that no action has been commenced against ACIC Financial Developments Inc. ("AFDI") in relation to the AFDI Loan. We have been advised that this loan is being treated as different to the other loans, and that the Monitor has been working to secure payment.

Given that Mr. Bergman remains the sole director and officer of ACIC Financial Developments Inc., we have some concern about ACIC avoiding taking all available steps to recover the AFDI Loan.

We further note that the AFDI Loan arose from a debt restructuring agreement that has not been shared. We have significant concerns that the AFDI Loan may have arisen as the result of inappropriate self-dealing.

Claims of breach of fiduciary duty by Bergman, negligence by Bergman and breach of the management contract by AFDI

It is clear that Mr. Bergman and AFDI did not follow the investment guidelines that were established by ACIC, and which would have protected ACIC from any shortfalls during what was a rising real estate market. In particular, it is a requirement of the mortgage investment guidelines that "all mortgage loans will be secured in favour of the Company or its agent, either as sole mortgagee or co-mortgagee, and each Mortgage will be registered in the appropriate land title office as a charge against the real property subject to the Mortgage."

Other breaches of these parties include:

- self-dealing by Mr. Bergman in regard to the debt restructuring agreements underlying the 911 Loan and AFDI Loan; and
- allowing loans to fall into significant arrears without commencing actions for recovery.

It is the position of the preferred shareholders that it would be for the benefit of the estate of ACIC to commence a claim against Mr. Bergman and AFDI for breach of fiduciary duty, negligence, and breach of contract.

Potential upcoming limitation dates

We understand that there are acknowledgments for a number of the mortgage claims which impacts the relevant limitation dates. If any of the above claims are subject to such written acknowledgments, please advise.

For other claims, in particular the claims for breach of fiduciary duty and negligence against Mr. Bergman, and the claim for breach of the management agreement by AFDI, our conservative estimate of applicable limitation dates is November 7, 2019. Consequently, we ask that the Monitor and ACIC advise us as soon as possible as to whether they intend to advance the above-noted actions. We have been instructed by certain preferred shareholders to apply to the Court for leave to commence the above-noted actions on behalf of ACIC if the Monitor and ACIC are unwilling to advance these claims.

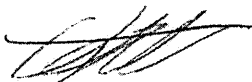
000049

We look forward to discussing this further.

Yours truly,

LAKES WHYTE LLP

Per:



CLARK T. HARTNETT

CTH/jw