



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
(SANCTION ORDER)**

BEFORE THE HONOURABLE) THE 5TH DAY OF
JUSTICE WALKER) FEBRUARY, 2021
)

ON THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia on the 13th day of January 2021 and the 5th day of February 2021 and on hearing Jeremy D. West, counsel for the Petitioner, All Canadian Investment Corporation, and those other counsel listed on **Schedule "A"** hereto AND UPON READING the material filed herein for the purposes of this application;

THIS COURT ORDERS that:

1. The time for service of the Notice of Application is hereby abridged such that the Notice of Application is properly returnable today and service upon any interested party other than those parties on the Service List maintained by the Petitioner and the Monitor in this proceeding is hereby dispensed with.

PLAN IMPLEMENTATION

12. Notwithstanding the terms of the Initial Order or the terms of any other Order, the Petitioner is hereby authorized and directed to take all actions necessary or appropriate, in each case consistent with the terms of the Plan, to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, and all other agreements or documents, to be created or which are to come into effect in connection with the Plan and all matters contemplated under the Plan involving any corporate action of the Petitioner, or on behalf of the Petitioner. All such actions are hereby approved and will occur and be effective in accordance with the Plan and this Sanction Order in all respects for all purposes without any requirement of further action by the Directors and Officers and any other Person affected by the Plan. Further, to the extent not previously given, all necessary approvals to take such actions are hereby deemed to have been obtained from the Creditors, the Directors and Officers, and any other Persons, as applicable.
13. The Monitor is hereby authorized and directed to take all steps and actions and to do all things required to facilitate the implementation of the Plan in accordance with its terms and, where necessary or appropriate to do so, to enter into, execute, deliver, implement and consummate all of the steps, transactions, certificates and agreements contemplated by the Plan.

COMPROMISE OF CLAIMS AND EFFECT OF PLAN

14. After the Plan Implementation Date:
 - a. any and all Claims shall be forever discharged, extinguished, released and compromised and the ability of any Creditor to proceed against the Petitioner, in respect of, or relating to, any Claim shall be forever discharged, extinguished, released and restrained, and all proceedings with respect to, in connection with or relating to such Claims are hereby stayed, subject only to the rights of the Creditors to receive distributions in respect of their Claims, as determined in accordance with the Plan and this Sanction Order;
 - b. the Plan and all associated steps, compromises, transactions, arrangements, assignments, discharges, waivers, releases and injunctions effected by the Plan (including but not limited to those in Article 4.4 of the Plan) and the restructuring effected thereby, are hereby approved, binding and effective as set out in the Plan upon the Petitioner, the Released Parties, all Creditors, and all other Persons affected by the Plan; and
 - c. any and all Persons shall be and are hereby stayed from commencing, taking, applying for, issuing or continuing any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or

proceeded with or that may be commenced, taken or proceeded with against any of the Released Parties in respect of any Claims and any matter which is released pursuant to this Sanction Order and the Plan.

15. The determination of Claims and Proven Claims in accordance with the Claims Process Order, the Meeting Order and the Plan, as applicable, shall be final and binding on the Petitioner, the Creditors and all other Persons affected by the Claims Process Order, the Meeting Order and the Plan.
16. Without limiting the provisions of the Claims Process Order, the Meeting Order or the Plan, a Creditor that did not file a Proof of Claim by the Claims Bar Date or otherwise in accordance with the provisions of the Claims Process Order, the Meeting Order and the Plan, whether or not such Creditor received notice of the Claims Process established by the Claims Process Order, shall be and is hereby forever barred from making any Claim against the Petitioner, such Creditor shall not be entitled to any distribution or compensation in relation to the Plan and such Creditor's Claim shall be and is hereby forever barred and extinguished. Nothing in the Plan extends or shall be interpreted as extending or amending the Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Process Order, the Meeting Order, the Plan or this Sanction Order.
17. Each Creditor is hereby deemed to have consented and agreed to all of the provisions of the Plan in its entirety and each Creditor is hereby deemed to have executed and delivered to the Petitioner all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

DISTRIBUTIONS UNDER THE PLAN

18. This Court declares that the Distributable Cash will be paid to an account held by the Monitor and distributed in accordance with section 4 of the Plan.
19. All distributions paid to Creditors under the Plan are for the account of the Petitioner and the fulfillment of the Petitioner's obligations under the Plan.

NON-TERMINATED CONTRACTS AND FURTHER PROCEEDINGS

20. Subject to the performance of the Petitioner of their obligations under the Plan, all obligations, contracts, agreements, leases or other arrangements to which the Petitioner is a party as at the Plan Implementation Date, shall be and remain in full force and effect, unamended, as at the Plan Implementation Date, unless disclaimed or resiliated by the Petitioner prior to the Plan Implementation Date, and no party to any such obligation or agreement shall, on or following the Plan Implementation Date, and no party to any such obligation or agreement shall, on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder or enforce or exercise (or purport to enforce or exercise) any right or

remedy under or in respect of any such obligation or agreement by reason:

- a. of any event which occurred prior to, and not continuing after, the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;
 - b. that the Petitioner has sought or obtained relief or has taken steps as part of the Plan or under the CCAA;
 - c. of any default or event of default arising as a result of the financial condition or insolvency of the Petitioner;
 - d. of the effect upon the Petitioner of the completion of any of the transactions contemplated under Plan; and
 - e. any compromises, settlements, restructurings and releases effected pursuant to the Plan.
21. As of the Plan Implementation Date, the commencement or prosecution, whether directly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action released, discharged or terminated pursuant to the Plan, is permanently enjoined and the Petitioner is absolutely released and discharged from all indebtedness, liabilities, and any other obligations arising in respect of the Claims.
 22. All CCAA Claims shall continue to be in full force and effect as against the Petitioner until obligations secured thereby are either: (i) paid out in full; or (ii) otherwise secured, satisfied or arranged on terms acceptable to the Petitioner and the beneficiaries of the CCAA Claims; and in either such event the applicable CCAA Claim shall immediately thereupon be discharged without the need for any further order of the Court or action on the part of any Person.

THE MONITOR

23. After the Plan Implementation Date, the Monitor shall be discharged and released from its duties in relation to the Petitioner, other than those obligations, duties and responsibilities necessary or required to give effect to the terms of the Plan, the Claims Process Order and this Sanction Order.
24. The actions and conduct of the Monitor in the CCAA Proceedings in relation to the Petitioner are hereby approved and the protections afforded to the Monitor pursuant to the Initial Order are hereby extended and, in addition to these rights and protections and those rights and protections afforded to the Monitor under the CCAA and the Plan, the Monitor shall incur no liability or obligation whatsoever as a result of its appointment, or the carrying out of its duties or obligations in the CCAA Proceedings in relation to the Petitioner, including the discharge of its

duties or obligations under the Plan and the implementation thereof, save and except any claim or liability arising out of fraud, willful misconduct or gross negligence on the part of the Monitor.

25. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor in the CCAA Proceedings in relation to the Petitioner except with prior leave pursuant to an order of the Court made in the CCAA Proceedings on prior written notice to the Monitor, and such further order may provide security for costs, including if the Court so determines, the full costs and disbursements of the Monitor in connection with any proposed action or proceeding.
26. Following the Plan Implementation Date, and upon the Monitor: (a) having funds in trust in an amount sufficient to satisfy distributions payable to the Creditors pursuant to the Plan; and (b) being advised by the Petitioner that the Transactions have completed, is authorized and directed to file with the Court in the CCAA Proceedings the Monitor's Implementation Certificate in substantially in the form attached hereto as **Schedule "C"**.
27. Upon the Monitor filing the Monitor's Implementation Certificate in the CCAA, the Monitor is hereby authorized and directed to assign the Petitioner into bankruptcy and to execute all documents on behalf of the Petitioner in relation to such assignment, with McEown and Associates Ltd. being appointed trustee of the bankruptcy estate.
28. Upon completion by the Monitor of its duties pursuant to the CCAA, the Plan and all applicable Orders, the Monitor is authorized and directed to apply for an order of final discharge and taxation from the Court.

DISCHARGE OF THE PETITIONER FROM CCAA PROCEEDINGS

29. After the Plan Implementation Date, the Petitioner shall be discharged and released from the CCAA Proceedings, provided that the Monitor's powers and functions with respect to the resolution and administration of any unresolved Claims, making distributions under the Plan and completing its obligations relating to the Plan shall continue.

AID AND RECOGNITION OF THIS SANCTION ORDER

30. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunals, regulatory or administrative bodies to act in aid of and to be complementary to the Court in carrying out the terms of this Sanction 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 the Court, as may be necessary or desirable to give effect to this Sanction Order.

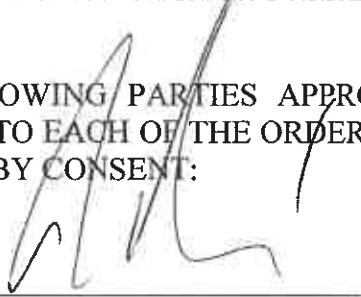
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31. Without limiting any other term of this Sanction Order, all Persons named in the Plan are hereby authorized and directed to perform their functions and fulfil their obligations as provided for in the Plan in order to facilitate the implementation of the Plan.
32. The Petitioners, the Monitor, and any other interested parties are hereby granted leave to apply to the Court for any directions or determination required to resolve any matter or dispute relating to the Plan, this Sanction Order or the subject matter thereof and the rights and benefits thereunder, provided that no provision of this Sanction Order shall be construed to modify or impair any right, title, interest, privilege or remedy expressly provided for or reserved under the Plan.

APPROVAL

33. Endorsement of this Sanction Order by counsel appearing on this application other than 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
Counsel for the Petitioner

By the Court.



Registrar

Schedule "A" – List of Counsel Appearing

Jeremy D. West	Counsel for All Canadian Investment Corporation
Douglas H. Hyndman	Counsel for the Monitor
Peter Reardon	Counsel for James Hancock and 1083163 Alberta Ltd.

Schedule "B" – Plan of Arrangement

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

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

PLAN OF ARRANGEMENT

Conditionally approved by order of Mr. Justice Walker pronounced November 18, 2019 and
subsequently amended by the orders of Mr. Justice Walker pronounced May 21, 2020,
November 3, 2020 and February 5, 2021.

1. INTERPRETATION

1.1 Headings

The headings appearing in this Plan have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Plan. All references to any Persons will be read with such changes in number and gender as the context or reference requires.

1.2 Section References and Terms

The terms "this Plan", "hereof", "herein", "hereby", "hereto", and similar terms refer to this Plan, including the Schedules hereto and any amendments hereto, and not to any particular clause, clause, or other part of this Plan. References to particular clauses are to clauses of this Plan unless another document is specified.

1.3 Statutory References

Unless otherwise specified, each reference herein to a statute is deemed to be a reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

1.4 Dates and Time

- 1.4.1 All dates and times expressed in this Plan refer to local time in Vancouver, British Columbia, unless otherwise stated.
- 1.4.2 If this Plan requires any Person to take any action on a day that is not a Business Day, that Person shall be required to complete that action on the following Business Day. Any action taken after 5:00 p.m. on a Business Day or on any day that is not a Business Day will be deemed to have occurred on the following Business Day.

1.5 Definitions

In this Plan, unless otherwise stated, the following words and phrases shall have the respective meanings set out below, and grammatical variations of such words and phrases shall have corresponding meanings:

- 1.5.1 "**Administration Charge**" means the charge created in the Initial Order in favour of the Monitor, the Monitor's legal counsel and the Petitioner's legal counsel as amended by subsequent Order.
- 1.5.2 "**Applicable Law**" means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law

(zoning or otherwise) or Order (in all cases having the force of law) that applies in whole or in part to such Person, property, transaction or event.

- 1.5.3 "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
- 1.5.4 "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
- 1.5.5 "**CCAA Claims**" means, collectively, all Claims secured by the Administration Charge, the Directors' Charge and the Representative Counsel Charge.
- 1.5.6 "**CCAA Proceedings**" means the proceedings commenced by the Petitioner under the CCAA in the Supreme Court of British Columbia, Action No. S1710393, Vancouver Registry.
- 1.5.7 "**Chair**" means the representative of the Monitor who shall preside as the chair of the Creditors' Meeting and shall decide all matters relating to the conduct of the Creditors' Meeting as provided in the Meeting Order.
- 1.5.8 "**Claim**" means the right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind (including all contingent liabilities), whether secured or unsecured, at the date of the Initial Order, namely November 10, 2017, that would be a claim provable in bankruptcy within the meaning of the BIA.
- 1.5.9 "**Claims Bar Date**" means the date prescribed in the Claims Process Order.
- 1.5.10 "**Claims Process Order**" means the Order of the Court in the CCAA Proceedings made November 18, 2019 establishing, among other things, procedures for proving Claims.
- 1.5.11 "**Contract**" means any contract, agreement, lease, indenture, deed of trust, license, option, purchase order, employment or consulting contract, or other commitment or obligation in the nature of a contract, whether oral or written, express or implied.
- 1.5.12 "**Court**" means the Supreme Court of British Columbia.
- 1.5.13 "**Creditor**" means any Person asserting a Claim or potentially having a secured or unsecured Claim as determined by the Monitor but in accordance with the Equity Claims Direction Order, does not include Preferred Shareholders.
- 1.5.14 "**Creditors Distribution Certificates**" means the certificates issued by the Monitor from time to time and filed with the Court as provided for Section 4.2.
- 1.5.15 "**Creditors' Meeting**" means the meeting of the Creditors to be called and held pursuant to the Meeting Order for the purpose of considering, and if thought fit, voting to approve this Plan and any adjournment thereof.

- 1.5.16 "**Creditors' Meeting Date**" means the date fixed for holding the Creditors' Meeting under the Meeting Order, or any date to which such Meeting is adjourned or postponed pursuant thereto.
- 1.5.17 "**Crown**" means Her Majesty the Queen in Right of the Province of British Columbia and Her Majesty the Queen in Right of Canada.
- 1.5.18 "**Directors' Charge**" means the Charge created by the Initial Order in favour of the officers and directors of the Petitioners.
- 1.5.19 "**Distributable Cash**" means any and all funds recovered by the Petitioner from the Petitioner's Assets, under the direction of the Monitor, in accordance with the terms of the Plan.
- 1.5.20 "**Distribution Amount**" means:
- (a) in the case of any Proven Claim, 100% of the value of such Proven Claim; and
 - (b) in the case of any Preferred Shareholders Claim, a pro rata share of the balance of the Distributable Cash after payment of the Proven Claims.
- 1.5.21 "**Distribution Dates**" means the dates selected by the Monitor, in its sole discretion, on which it determines it is appropriate to distribute the Distributable Cash.
- 1.5.22 "**Equity Claims Direction Order**" means the Order pronounced in these proceedings by Mr. Justice Walker on September 4, 2019.
- 1.5.23 "**Filing Date**" means November 8, 2017.
- 1.5.24 "**Final Distribution Certificate**" means the certificate filed by the Monitor in accordance with Section 4.3.
- 1.5.25 "**Final Distribution Date**" means the Business Day on which the Monitor files the Final Distribution Certificate with the Court pursuant to Section 4.3.
- 1.5.26 "**Final Order**" means an Order of the Court in the CCAA Proceedings approving this Plan as provided for in Section 5.1(b).
- 1.5.27 "**Interim Creditor Distributions**" means the payments, from time to time, of Distributable Cash by the Monitor to Creditors having Proven Claims as provided for in Section 4.2.
- 1.5.28 "**Initial Order**" means the Order of the Court in the CCAA Proceedings dated November 10, 2017 ordering, among other things, a stay of proceedings against the Petitioner, as amended from time to time.

- 1.5.29 "**Meeting Order**" means the Order of the Court authorizing the Petitioner to present this Plan to the Creditors at the Creditors' Meeting, as amended and modified by any subsequent Order of the Court and, among other things, providing for the conduct of the Creditors' Meeting.
- 1.5.30 "**Meeting Materials**" means the notice of meeting, form of proxy and related materials sent to the Creditors as provided for in the Meeting Order.
- 1.5.31 "**Monitor**" means McEown and Associates Ltd. in its capacity as Monitor of the Petitioner, and not in its personal capacity, pursuant to the Initial Order as amended, and without any personal or corporate liability.
- 1.5.32 "**Non-Redeeming Shareholders Counsel**" means counsel appointed on behalf of those persons owning preferred shares in the capital of the Petitioner other than the Redeeming Shareholders.
- 1.5.33 "**Order**" means any order, directive, judgment, decree, award or writ of any Tribunal.
- 1.5.34 "**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, governmental authority or any other entity.
- 1.5.35 "**Petitioner**" means All Canadian Investment Corporation.
- 1.5.36 "**Petitioner's Assets**" means any and all loans, mortgages, guarantees, real property, charges, claims, choses in action, money, negotiable instruments, shares, beneficial interests, hypothecations together with any and all other items of value which the Petitioner holds a legal and/or beneficial interest in.
- 1.5.37 "**Plan**" or "**Plan of Arrangement**" means this plan, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof.
- 1.5.38 "**Plan Implementation Date**" means the date on which the Final Distribution Certificate is filed with the Court by the Monitor.
- 1.5.39 "**Post Filing Claim**" means any amount due to any Person for any goods or services supplied to the Petitioner subsequent to the Filing Date and/or for any sales or excise taxes, source deductions or assessments and premiums due from the Petitioner and arising subsequent to the Filing Date, but does not include any Claim arising as a result of the repudiation, restructuring or termination of any contract by the Petitioner.
- 1.5.40 "**Preferred Shareholders**" means those persons owning preferred shares in the capital of the Petitioner.

- 1.5.41 **"Preferred Shareholders Interim Distribution"** means the payments, from time to time, of Distributable Cash by the Monitor to Preferred Shareholders as provided for in Section 4.3.
- 1.5.42 **"Proof of Claim"** means a proof of claim, in the form prescribed by the Claims Process Order, completed by a Creditor and delivered to the Monitor in accordance with the terms of such Order.
- 1.5.43 **"Proven Claim"** means the aggregate amount of any and all Claims held by a Creditor as determined in accordance with the provisions of the Claims Process Order.
- 1.5.44 **"Realization"** means the process of realizing the Petitioner's Assets under the terms of the plan and as specifically provided for in Section 4.1.
- 1.5.45 **"Redeeming Shareholder Counsel"** means counsel appointed on behalf of those persons owning preferred shares in the capital of the Petitioner who took all necessary steps to submit a valid redemption request to the Petitioner at a time when reasonable grounds did not exist to believe that the Petitioner was insolvent, or honouring a redemption request would make the Petitioner insolvent, and such other preferred shareholders as the court may determine have analogous claims against the Petitioner.
- 1.5.46 **"Related Person"** shall have the meaning as provided in the BIA.
- 1.5.47 **"Released Parties"** has the meaning ascribed thereto in Section 4.4.
- 1.5.48 **"Representative Counsel Charge"** means the charge in favour of the Redeeming Shareholder Counsel and the Non-Redeeming Shareholder Counsel created by the Order pronounced March 26, 2019, amended by Order pronounced April 5, 2019 and as amended by subsequent Order.
- 1.5.49 **"Required Majority"** means the affirmative vote of:
- (a) a simple majority in number of those Creditors who actually vote upon this Plan (in person or by proxy) at the Creditors' Meeting; and
 - (b) a two-thirds majority in value of the Proven Claims of Creditors who actually vote upon this Plan (in person or by proxy) at the Creditors' Meeting;
- in accordance with the Meeting Order.
- 1.5.50 **"Service List"** means the service list maintained by Monitor in accordance with the Initial Order and posted and maintained on its website at:

www.mceownassociates.com/all-canadian-investment-corporation

1.5.51 "**Stay Termination Date**" means the second Business Day following the Plan Implementation Date.

1.5.52 "**Transactions**" means, collectively all steps, proceedings and agreements required to effect this Plan.

1.5.53 "**Tribunal**" means any court (including a court of equity) of competent jurisdiction, arbitrator panel and any other Governmental Authority.

2. PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose of the Plan

The purpose of this Plan is to achieve an efficient and coordinated windup and liquidation of the Petitioner's Assets so as to realize the greatest possible recovery to stakeholders and in particular, to effect and implement the:

- (a) the most cost-efficient and practical realization of the Petitioner's Assets; and
- (b) the distribution of the Petitioner's Assets in accordance with the following priorities:
 - i. amounts due and owing under the Administrative Charge;
 - ii. amounts due and owing under the Directors Charge;
 - iii. amounts due and owing to Creditors;
 - iv. amounts due and owing under the Representative Counsel Charge; and
 - v. distribution of the balance to Preferred Shareholders.

Pursuant to this Plan, it is intended (assuming the Petitioner's assets are sufficient to do so) that the Creditors will receive full payment of all Proven Claims and the Preferred Shareholders will receive a pro rata share of balance of the Distributable Cash thereby deriving a greater benefit or recovery than if this Plan were not implemented.

2.2 Persons Affected by this Plan

From and after the Plan Implementation Date, this Plan will be binding upon and enure to the benefit of the Petitioner and be binding on all Persons in accordance with its terms.

2.3 Effect of Plan Generally

The treatment of all Claims under this Plan shall be final and binding on the Petitioner, the Creditors and the Preferred Shareholders (and their respective heirs, executors, administrators,

legal personal representatives, successors and assigns), irrespective of the jurisdictions in which they reside or the Claims arise, and this Plan shall constitute a full, final and absolute settlement of all rights of the Creditors and the Preferred Shareholders in consideration for the Distribution Amounts to be paid to in accordance with the terms of this Plan.

3. FILING OF PROOFS OF CLAIM AND CREDITORS' MEETING

3.1 Determination of Claims

The determination of the validity and quantum of any Claim shall be made in accordance with the procedures set forth in the Claims Process Order.

3.2 Failure to File Proofs of Claim Prior to Claims Bar Date

If a Creditor has not filed a Proof of Claim with the Monitor prior to the Claims Bar Date or such later date as agreed to by the Monitor as allowed for under the Claims Process Order, such Creditor shall be forever barred from participating in this Plan, shall have no right to vote in respect of this Plan and shall not be entitled to receive any amounts payable under this Plan, and the Petitioner shall be forever released from any and all Claims of, or liabilities or obligations to, such Creditor.

3.3 Class of Creditors

The only class of individuals for the purpose of considering and voting on this Plan will be a class comprised of all Creditors. The Preferred Shareholders will not be entitled to vote on this Plan.

3.4 Creditors' Meeting

The Petitioner will call the Creditors' Meeting and convene and hold the same on the Creditors' Meeting Date, in accordance with the terms of this Plan and the Meeting Order.

3.5 Creditors' Approval

The Petitioner will seek approval of this Plan at the Creditors' Meeting by the Required Majority. Except for any resolution to be voted on at the Creditors' Meeting to approve, amend or vary this Plan, which will be decided by the Required Majority by ballot, every question submitted to a vote at the Creditors' Meeting will be decided by a majority in value of the Proven Claims cast on a poll. The result of any vote will be binding on all Creditors, whether or not any such Creditor is present and voting (in person or by proxy) at the Creditors' Meeting.

3.6 Procedures at Creditors' Meeting

The following procedures shall apply at the Creditors' Meeting. To the extent such procedures are inconsistent with the Meeting Order, the procedures provided in the Meeting Order shall govern:

- (a) subject to any Order of the Court, the Chair shall decide all matters relating to the conduct of the Creditors' Meeting;
- (b) the quorum required at the Creditors' Meeting shall be one Creditor present in person or by proxy;
- (c) the Chair may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Meeting and any person to act as secretary at the Meeting Creditors' Meeting;
- (d) the only Persons entitled to notice of or to attend, speak and vote at the Creditors' Meeting will be Creditors having Proven Claims, the directors, officers or other authorized representatives of the Petitioner, the Monitor and its representatives, the legal advisors and proxyholders of any of the foregoing and any Person admitted on the invitation of the Chair;
- (e) if the requisite quorum is not present at the Creditors' Meeting, or if the Creditors' Meeting is postponed by a vote of the Creditors present in person or by proxy, then the Creditors' Meeting shall be adjourned by the Chair to a date thereafter and to such time and place as may be determined by the Chair;
- (f) any proxy which a Creditor wishes to use at the Creditors' Meeting must be received by the Monitor or the Chair prior to the commencement of the Creditors' Meeting; and
- (g) the Chair shall direct a vote at the Creditors' Meeting with respect to a resolution to approve this Plan and the transactions contemplated herein, and such amendments hereto as the Petitioner considers appropriate (the "Resolution").

3.7 Voting by Creditors

For the purposes of voting at the Creditors' Meeting, each Creditor having a Proven Claim shall be entitled to:

- (a) one vote for purposes of determining the simple majority in number required under clause (a) of the definition of "Required Majority" in Section 1.5.49; and
- (b) one vote for each \$1.00 of its Proven Claim for purposes of determining the two-thirds majority in value required under clause (b) of the definition of "Required Majority" in Section 1.5.49.

3.8 Proxies

Each person who is entitled to vote at the Creditors' Meeting will be entitled to vote in person or by proxy, using the proxy form distributed by the Monitor pursuant to the Meeting Order.

Voting Disputes

Any issue which arises in respect of the right of a Creditor to vote at the Creditors' Meeting shall be resolved by the Chair, provided that any dispute relating to a decision of the Chair in this regard may be appealed to the Court at or before the hearing of the application for the Final Order.

3.9 Adjournment of Creditors' Meeting

The Chair may, in its sole discretion, upon notice to those Persons attending the Creditors' Meeting, adjourn the Creditors' Meeting upon such terms as are considered appropriate by the Chair for the purpose of considering any amendments, variations, modifications or supplements to this Plan.

4. TERMS OF ARRANGEMENT AND DISTRIBUTION OF PETITIONER'S ASSETS

4.1 Realization of the Petitioner's Assets.

The Petitioner, with the direction of the Monitor who shall have sole decision-making authority on behalf of the Petitioner, shall take all reasonable economic steps to realize and convert the Petitioner's Assets to Distributable Cash including, without limitation, initiating or continuing legal proceedings, executing on security, negotiating with the Petitioner's debtors, entering into agreements to sell real property and any other steps required to realize the Petitioner's Assets.

In order to affect the Realization the Petitioner and the Monitor are authorized to retain, or continue to retain, legal counsel and such other professionals as they deem necessary (at their sole discretion) to effect the highest possible realization of the Petitioner's Assets. Any and all costs incurred by the Petitioner or the Monitor in the Realization shall be paid from the Distributable Cash in priority to the distributions to the Creditors and the Preferred Shareholders provided herein and shall be secured by way of the Administration Charge.

4.2 Creditor Distributions

The obligations of the Petitioner to the Creditors shall be paid, settled and compromised pursuant to this Plan as follows:

- (a) the Monitor shall make interim distributions to the Creditors, on a pro rata basis, as and when the Monitor determines, at its sole discretion, there is sufficient Distributable Cash for the purposes of making such distributions;
- (b) after making an interim distribution to the Creditors provided herein the Monitor shall file and serve on the Service List a creditors interim distribution certificate including the date and amount of distributions made in accordance with this Section;
- (c) the Monitor shall make a final distribution to the Creditors, at such time as the Monitor (at its sole discretion) is of the view that there is sufficient Distributable Cash to fully and completely pay all of the Proven Claims together with interest to Creditors on the Proven Claims from the date of the Initial Order to the date of

payment of the Proven Claims and to be calculated at a rate of 5% per annum as provided for in s. 143 of the *Bankruptcy and Insolvency Act*; and

- (d) after making the final distributions to the Creditors provided herein the Monitor shall file and serve on the Service List a final creditors interim distribution certificate including the date and amount of distributions made in accordance with this Section.

4.3 Equity Claimants/Preferred Shareholders

On the Plan Effective Date, the Plan will be binding on all Preferred Shareholders. The obligations of the Petitioner to the Preferred Shareholders shall be paid, settled and compromised pursuant to this Plan as follows:

- (a) after payment of all of the Proven Claims in accordance with Section 4.2 herein, the Monitor shall pay such monies as remain due and owing under the Representative Counsel Charge;
- (b) after payment of the Representative Counsel Charge the Monitor shall make interim distributions to the Preferred Shareholders, on a pro rata basis, as and when the Monitor determines, at its sole discretion, there is sufficient Distributable Cash for the purposes of making such distributions;
- (c) after making an interim distribution to the Preferred Shareholders as provided herein the Monitor shall file and serve on the Service List, a Preferred Shareholders interim distribution certificate including the date and amount of distributions made in accordance with this Section;
- (d) on determining that all reasonable economic steps have been taken by the Petitioner to realize and convert the Petitioner's Assets to Distributable Cash the Monitor shall make a final pro rata distribution to the Preferred Shareholders of the balance of the Distributable Cash after payment of (or setting aside sufficient funds to pay) any priority debts and expenses provided for in the Plan including any sums due and owing, or which will become due and owing, under the Administration Charge; and
- (e) after making the final distribution to the Preferred Shareholders provided herein the Monitor shall file and serve on the Service List a Final Distribution Certificate confirming:
 - i. that in its opinion all reasonable economic steps have been taken to realize and convert the Petitioner's Assets to Distributable Cash have been made;
 - ii. the date and amount of all distributions made to the Creditors and the Preferred Shareholders, respectively; and

- iii. that the Plan has been completed on the terms provided herein.

4.4 Releases

As of the Plan Implementation Date, the following Persons (collectively, the "**Released Parties**"):

- (a) the Petitioner's legal counsel in the CCAA Proceedings;
- (b) the Monitor and its legal counsel in the CCAA Proceedings; and
- (c) any Person claimed to be liable derivatively through any and all of the foregoing Persons;

shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert including, any claims in respect of potential statutory liabilities and any alleged fiduciary or other duty, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date in any way relating to, arising out of or in connection with Claims, the business and affairs of the Petitioner, this Plan and the CCAA Proceedings to the full extent permitted by law, and all claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the Petitioner's obligations under the Plan or any related document) provided that nothing herein:

- i. shall affect a Person from their obligations provided in the Plan;
- ii. shall affect the rights of any Person to recover indemnity from any insurance coverage under which that Person is an insured; or
- iii. shall release or discharge present or former directors of the Petitioner with respect to matters set out in section 5.1(2) of the CCAA;
- iv. shall release or discharge the Monitor from any claims in fraud, dishonesty or gross negligence;

and provided further, however, that notwithstanding the foregoing releases under the Plan, any Claim asserted against the Petitioner shall remain subject to any right of set-off that otherwise would be available to the Petitioner in the absence of such releases.

The releases provided herein do not extend to, cover, or apply to any director, officer or principle of the Petitioner.

4.5 Intentionally Deleted

4.6 Waiver of Defaults

From and after the Plan Implementation Date, the Creditors, Preferred Shareholders and other Persons shall be deemed to have waived any and all defaults of the Petitioner now existing or previously committed or caused by the Petitioner, or non-compliance with any covenant, warranty, representation, term, provision, condition, obligation, express or implied, in any contract, credit document, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereof, existing between such Person and the Petitioner, including a default under a covenant relating to any other related company of the Petitioner and any and all notices of default and demands for payment under any instrument, including any guarantee, shall be deemed to have been rescinded.

5. IMPLEMENTATION OF PLAN

5.1 Conditions Precedent to Effectiveness of Plan

The implementation and effectiveness of this Plan is expressly subject to the fulfillment of the following conditions:

- (a) the approval of this Plan by the Required Majority as set out herein; and
- (b) the granting of the Final Order as contemplated in this Plan and the Meeting Order or on such other terms as are satisfactory to the Petitioner.

5.2 Application for Final Order

If this Plan is approved at the Creditors' Meeting by the Required Majority as set out herein, and subject to any requirement to first determine the Claims in accordance with the terms of the Claims Process Order, if any, the Petitioners will forthwith thereafter apply to Court for the Final Order.

5.3 Terms of Final Order

In addition to sanctioning the Plan, the Final Order shall, among other things:

- (a) declare that the Distributable Cash will be paid to an account held by the Monitor and distributed in accordance with Section 4;
- (b) declare that the arrangements effected by this Plan are approved, binding and effective upon the Petitioner, all Creditors, the Preferred Shareholders, and any other Persons affected by this Plan, and release and discharge the Petitioner from any and all obligations, liabilities and indebtedness, as and to the extent provided for in this Plan;

- (c) release and discharge the Petitioner from any and all Claims subject to and in accordance with this Plan and stay any and all steps or proceedings, including administrative orders, declarations or assessment commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Petitioner from any liability with respect to all Claims, all to the extent provided for in this Plan;
- (d) confirm and give effect to the releases, waivers, permanent injunctions and other provisions contemplated by this Plan; and
- (e) declare that the stay of proceedings under the Initial Order will continue until the Stay Termination Date;

5.4 Proposed Timetable

The Petitioners shall use all reasonable commercial efforts to fulfill each of the conditions precedent set out herein and to implement this Plan in accordance with the following timetable. The following timetable is, however, subject to change:

	Events	Anticipated Dates	Defined Dates
1.	Hearing of Application for Claims Process and Meeting Order	November 18, 2019	-
2.	Mailing of instruction letter to Creditors and publication (re: claims process)	November 28, 2019	-
4.	Deadline for Creditors to deliver Proofs of Claim	January 10, 2020	Claims Bar Date
5.	Delivery of Creditors' meeting material	November 27, 2020	
5.	Creditors' Meeting	December 21, 2020	Creditors' Meeting Date
6.	Hearing of Application for Final Order	January 21, 201 and February 5, 2021	
10.	Termination of Stay of Proceedings in CCAA Proceedings	TDB	Stay Termination Date

6. Miscellaneous

6.1 Withholding and Reporting Requirements

In connection with this Plan and all distributions hereunder, the Monitor shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any applicable law of federal, state, provincial, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Monitor shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of this Plan:

- (a) each Creditor having a Proven Claim that is to receive a distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental authority, including income, withholding and other tax obligations, on account of such distribution:
- (b) no distribution shall be made to or on behalf of such Creditor pursuant to this Plan unless and until such holder has made arrangements satisfactory to the Monitor for the payment and satisfaction of such tax obligations.

7. MODIFICATION AND WITHDRAWAL

7.1 Modification of Plan

The Petitioner reserves the right to file any modification of, or amendment or supplement to, this Plan by way of a supplementary plan or plans of reorganization, compromise or arrangement (or any one or more thereof) filed with the Court at any time, or from time to time, prior to the Creditors' Meeting Date or at or before the Creditors' Meeting, in which case any such supplementary plan or plans of reorganization, compromise or arrangement (or any one or more thereof) shall, for all purposes, be and be deemed to be a part of and incorporated into this Plan.

The Petitioner shall give notice to the Creditors of the details of any such modification, amendment or supplement at the Creditors' Meeting prior to the vote being taken to approve this Plan. The Petitioner may give notice of a proposed modification, amendment or supplement to this Plan at or before the Creditors' Meeting by notice in writing which shall be sufficient if given to those Creditors present at such Meeting in person or by proxy and any and all voting letters or proxies shall continue to be valid in respect of any modification, amendment or supplement to the Plan.

After the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Final Order), the Petitioner may at any time and from time to time vary, amend, modify or supplement this Plan without the need for obtaining an order of the Court or providing notice to the Creditors if the Monitor determines that such variation, amendment, modification or supplement would not

be materially prejudicial to the interests of the Creditors under this Plan or is necessary in order to give effect to the substance of this Plan. In the event a material variation, amendment, modification or supplement is required by the Petitioner, such shall be permitted by Court order.

7.2 Revocation, Withdrawal or Non-Consummation

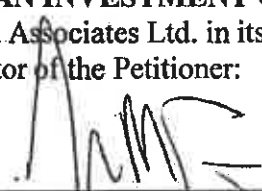
The Petitioner reserves the right to revoke or withdraw this Plan at any time prior to the Plan Implementation Date and to file subsequent plans of reorganization or arrangement. If the Petitioner revokes or withdraw this Plan:

- (a) this Plan shall be null and void in all respects;
- (b) any Claim, any settlement or compromise embodied in this Plan (including the fixing or limiting of any Claim to an amount certain), assumption or termination, repudiation of executory contracts or leases effected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and
- (c) nothing contained in this Plan, and no act taken in preparation for consummation of this Plan, shall:
 - i. constitute or be deemed to constitute a waiver or release of any Claims by or against the Petitioner or any other Person;
 - ii. prejudice in any manner the rights of the Petitioner or any Person in any further proceedings involving the Petitioner; or
 - iii. constitute an admission of any sort by the Petitioner or any other Person.

DATED at the City of Vancouver, the Province of British Columbia this 26th day of November, 2020.

ALL CANADIAN INVESTMENT CORPORATION
by McEown and Associates Ltd. in its capacity as court
appointed Monitor of the Petitioner:

Per:


Name: John McEown
Title: President of McEown and Associates
Ltd.

Schedule "C" – Monitor's Implementation Certificate

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

MONITOR'S IMPLEMENTATION CERTIFICATE

By Order made November 25, 2019, this Court appointed McEown and Associates Ltd. as monitor (the "Monitor") of the Petitioner pursuant to the *Companies' Creditors Arrangement Act* (the "Petitioner");

By Order made _____ (the "Sanction Order"), this Court sanctioned and approved the Petitioners' plan of arrangement dated November 26, 2020 (the "Plan") and authorized and directed the Monitor to file this certificate with the Court once the conditions at paragraph 26 of the Sanction Order were satisfied.

The Monitor hereby confirms that: (a) it has funds in trust in an amount sufficient to satisfy distributions payable to the Creditors pursuant to the Plan; and (b) has been advised by the Petitioner that the Transactions (as defined in the Plan) have completed

DATED at the City of Vancouver, in the Province of British Columbia, this ____ day of _____, _____.

McEown and Associates Ltd.
In its capacity as Monitor of the Petitioner
And not in its personal capacity.

Per: _____

No. S1710393
Vancouver Registry

IN THE SUPREME COURT OF
BRITISH COLUMBIA

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

**ORDER MADE AFTER APPLICATION
(SANCTION ORDER)**

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

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