

RECEIVED

DEC 19 2019

Court 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

PROOF OF CLAIM

Please read the "Instructions for Completing Proof of Claim" carefully prior to completing this Proof of Claim. Please print legibly.

- 1) The properly completed Proof of Claim must be delivered by ordinary mail, registered mail, courier, facsimile, electronic mail or personal delivery to McEown and Associates Ltd. (the "Monitor") at:

McEown and Associates Ltd.
#1140 – 800 West Pender Street
Vancouver, BC V6C 2V6
Fax No.: (604) 558-8021

Attention : John McEown

- 2) Full Legal Name of Creditor: JOAN MARGARET RENFREW (the "Creditor").

3) Full Mailing Address of the Creditor:

(All notices and correspondence regarding your Claim will be forwarded to this address or to the email address or facsimile address below if appropriate and applicable):

410-2511 King George Blvd.
SURREY, B.C. V4P 0C7

4) Telephone Number: 604-535-3353

5) Email: shawna@fluidperception.com

6) Fax Number: N/A

7) Claim Details:

I am a **Creditor** and received a Claims Package from the Monitor.

My Claim amount is \$ 77,166.67 as at November 10, 2017

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

- 1) I am a Creditor of ACIC.
- 2) I have knowledge of all the circumstances concerning the Claim hereafter referred to.
- 3) That ACIC was, at the date of the Initial Order, namely November 10, 2017, and still is, indebted to the creditor in the sum of \$ 77,166.67 as specified in the Statement of Account (or affidavit) attached and marked as Schedule "A", after deducting any counterclaims to which ACIC is entitled. Claims must be submitted in Canadian dollars only.
- 4) Attached as Schedules to this Proof of Claim are:
 - A. A Statement of Account detailing:
 - i. the amounts owing to me for services rendered or advances made by me to ACIC;

ii. interest accrued on amounts owed; and

iii. any amounts received by me or paid to any third party on behalf of or for the benefit of me from ACIC

B. All documents supporting the amounts shown in the Statement of Account, including documents in support of any entitlement to receive interest on the amount owed such as a contract, promissory note or invoice with specified terms of payment.

5) To the best of my knowledge, I am related OR I am not related to ACIC within the meaning of Section 4 of the *Bankruptcy and Insolvency Act* (enclosed) and have OR have not dealt with ACIC in a non-arm's length manner.

DATED at Surrey, BC, this 17th day of December, 2019

Per: JOAN MARGARET RENFREW
[Name of Creditor – please print]

JM Renfrew
Signature of Creditor

[Signature]
Signature of Witness

NOTE: All relevant documentation on which you rely in making your Claim must be attached to this Proof of Claim, as the validity of your Claim will be determined solely on this Proof of Claim and attachments thereto. If the claim is disallowed for any reason, and you file an appeal of that disallowance, the appeal will be heard as a true appeal and your ability to introduce fresh or new evidence in support of your claim will be limited accordingly.

From: **Elaine Carelse** ECarelse@acicinvestor.ca
Subject: **RE: In the Matter of All Canadian Investment Corporation**
Date: **December 6, 2019 at 8:45 PM**
To: New@BudgetCapital.com, [Marianne Ting mt@mceownassociates.ca](mailto:Marianne.Ting@mt@mceownassociates.ca), jm@mceownassociates.ca, dhyndman@kornfeldllp.com

Attention Debenture Holder:

Further to the Summary Statement sent Nov 30, 2019, please find attached your personal statement.

Regards
Elaine

From: Elaine Carelse
Sent: Saturday, November 30, 2019 6:55 AM
To: Elaine Carelse <ECarelse@acicinvestor.ca>; 'mt@mceownassociates.ca' <mt@mceownassociates.ca>; 'jm@mceownassociates.ca' <jm@mceownassociates.ca>; 'dhyndman@kornfeldllp.com' <dhyndman@kornfeldllp.com>
Cc: Don Bergman <DBergman@acicinvestor.ca>
Subject: In the Matter of All Canadian Investment Corporation
Importance: High

Attention ACIC Debenture holders and Noteholders

As you may be aware the Court has recently approved a claims process to confirm amounts owed to ACIC Creditors.

A claims package will be sent out to you by the Monitor this week.

The approved Claims Process Order requires creditors to complete Proofs of Claim based on the amount owed as at November 10, 2017, being the date the CCAA proceedings commenced.

For those of you who do not have this information readily available, we have prepared the attached schedule of amounts which, according to ACIC's records, are due to you including interest as at November 10, 2017. **This schedule is being provided to you for convenience only.** If you believe the amount you are owed is different from the amount shown on the attached schedule then you should use the amount you believe is owed as at November 10, 2017.

Please be advised that we still anticipate the recoveries from the winddown of ACIC are expected to result in full payment of your claim amount plus interest up to the date you are fully repaid.

If you have any questions or concerns please direct them to the Monitor.

Kind Regards

Elaine Carelse

All Canadian Investment Corp.
Debenture Transactions Report
Amount owed as of November 10, 2017

Debenture Holder: #001a

All Canadian Investment Corp.
Debenture Transactions Report

Amount owed as of November 10, 2017

Debenture Holder: #001a

Renfrew, Joan
410-2511 King George Boulevard
Surrey, BC
V4P 0C7

Cliff and Joan were the original purchasers but after their split we split the Debenture 50/50

Date	TrCd	Transaction Description	Amount	Balance	Joan's Share
09-Jun-2016	DEPDA	Deposit ACIC Debenture A	\$ 150,000.00	\$ 150,000.00	\$ 75,000.00
01-Aug-2017	Unpaid	Interest Due	\$ 1,000.00	\$ 151,000.00	\$ 75,500.00
01-Sep-2017	Unpaid	Interest Due	\$ 1,000.00	\$ 152,000.00	\$ 76,000.00
01-Oct-2017	Unpaid	Interest Due	\$ 1,000.00	\$ 153,000.00	\$ 76,500.00
01-Nov-2017	Unpaid	Interest Due	\$ 1,000.00	\$ 154,000.00	\$ 77,000.00
10-Nov-2017	Unpaid	Interest Due	\$ 333.33	\$ 154,333.33	\$ 77,166.67

Transaction Confirmation

Date: August 16, 2018

Client Name(s): Renfrew, Joan M.
Debenture A

Debenture previously registered to: Renfrew, Joan and Cliff
Debenture Value: \$150,000
Debenture Split equally

Joan Renfrew: Debenture value: \$75,000.00



J.M RENFREW OR
C.GEORGE RENFREW

024

DATE 2016-06-08
Y Y Y Y M M D D

PAY TO THE
ORDER OF

ACIC

\$150,000

One hundred & fifty thousand - xx/100 DOLLARS

Security Features
included.
Details on back.



Canada Trust
CENTRAL PLAZA SHOPPING CENTRE
15110 N. BLUFF RD. & JOHNSTON RD.
WHITE ROCK, B.C. V4B 3E5

MEMO

J.M Renfrew

MP

⑈024⑈ ⑆01990⑈004⑆

519230⑈2⑈

CLERK COPY



Renfrew, Joan & Cliff
13516 - 15A Avenue
Surrey, BC V4A 5P1

Dear Joan & Cliff:

Thank you for your investment in All Canadian Investment Corporation ("ACIC").

Enclosed is a Transaction Confirmation that details your investment into the ACIC Debenture. Please find enclosed a signed copy of the Subscription Agreement and Form of Debenture.

Processing of payments takes place on the 1st business day of each month.

Yours truly,

Elaine Carelse
Administration



CLIENT COPY

CORPORATE DEBENTURE

All Canadian Investment Corporation ("ACIC") Series A Corporate Debenture

Disclosure Document

As an accredited investor you are purchasing your Debenture unit from an existing client:

Debenture #001
Amount \$150,000

Signature J.M. Renfrew Signature C. G. Renfrew

Name Juan Renfrew Name Cliff Renfrew

Dated on this 8 day of June 2016 at the city of Surrey B.C.

ALL CANADIAN INVESTMENT CORPORATION

PRIVATE PLACEMENT PURCHASE AGREEMENT

The undersigned (the "Purchaser") hereby irrevocably subscribes for and agrees to purchase Debenture #001 an unsecured Series A debenture of the Company (the "Debenture") in the principal amount set out below. The Purchaser agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Purchase for Debenture".

Purchaser Information	
Joan & Cliff Renfrew "TIWROS"	
(Name of Purchaser)	
Account Reference (if applicable): #001	
x <i>[Signature]</i> x <i>[Signature]</i>	
(Signature of Purchaser - if the Purchaser is an Individual)	
x	
(Signature of Authorized Signatory - if the Purchaser is not an Individual)	
(Name and Title of Authorized Signatory - if the Purchaser is not an Individual)	
(SIN, SSN, or other Tax Identification Number of the Purchaser)	
(Purchaser's Address, including city and Postal Code)	
(Telephone Number)	(Email Address)
Register the Debenture as set forth below:	
Joan & Cliff Renfrew	
(Name to Appear on Debenture Certificate)	
#001	
(Account Reference, if applicable)	
13516 - 15A AVE SURREY BC V4A5P1	
(Address, including Postal Code)	

Debenture to be Purchased
Principal Amount of Debenture: \$ 150,000

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.
(Name of Disclosed Principal)
(Address of Disclosed Principal)
(Account Reference, if applicable)
(SIN, SSN, or other Tax Identification Number of Disclosed Principal)

Deliver the Debenture as set forth below:
Joan & Cliff Renfrew
(Attention - Name)
#001
(Account Reference, if applicable)
13516 - 15A AVE SURREY BC V4A5P1
(Street Address, including Postal Code) (No PO Box)
604 536 3531
(Telephone Number)

Number and kind of securities of the Company held, directly or indirectly, or over which control or direction is exercised by the Purchaser, if any:
--

ACCEPTANCE

The Company hereby accepts the sale as set forth above on the terms and conditions contained in this Private Placement Purchase Agreement (including the Terms and Conditions and Exhibits attached hereto) as of the 09 day of JUNE 2016, 2016.

ALL CANADIAN INVESTMENT CORPORATION

Per: *[Signature]*
Authorized Signatory

TERMS AND CONDITIONS OF PURCHASE FOR DEBENTURE

1. Purchase

1.1 On the basis of the representations and warranties and subject to the terms and conditions set forth herein, and in the form of Debenture certificate, the Purchaser hereby irrevocably subscribes for and agrees to purchase the Debenture of the Company in the principal amount as shown on page 2 of this Purchase Agreement (the "**Purchase Amount**") (such purchase and agreement to purchase being the "**Purchase**") pursuant to this purchase agreement (the "**Agreement**").

1.2 The principal amount of the Debenture will mature on May 31, 2017 ("**Maturity**"). The principal amount of the Debenture will accrue interest at 8.0% per annum (the "**Interest Rate**"), which interest is payable monthly.

1.3 The Company hereby arranges to sell the Debenture to the Purchaser on the basis of the representations and warranties and subject to the terms and conditions set forth in this Agreement. Subject to the terms of this Agreement, the Agreement will be effective upon its acceptance by the Company.

1.4 The Purchaser acknowledges that the Debenture has been issued as part of a previous offer by the Company of other Debentures.

1.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

2. Payment

2.1 The Purchase Amount must accompany this Purchase and shall be paid by certified cheque or bank draft drawn on a Canadian chartered bank delivered to the Company or legal counsel to the Company. If the Purchase Amount is delivered to legal counsel to the Company, the Purchaser authorizes and directs such legal counsel to pay such funds as further authorized and directed by the Company. For greater clarity, the Purchaser authorizes the Company to treat the Purchase Amount as a loan, bearing interest at 8.0% per annum, payable monthly.

2.2 The Purchaser acknowledges and agrees that this Agreement, the Purchase Amount and any other documents delivered in connection herewith will be held by or on behalf of the Company. In the event that this Agreement is not accepted by the Company within 60 days from the date the Company receives the Agreement and the Purchase Agreement, for whatever reason which the Company expressly reserves the right to do, the Purchase Amount (without interest thereon) and any other documents delivered in connection herewith will be returned to the Purchaser at the address of the Purchaser as set forth on page 2 of this Agreement.

3. Documents Required from Purchaser

3.1 For Closing, the Purchaser must complete, sign and return to the Company the following documents:

- (a) an executed copy of this Agreement;
- (b) Form 45-106F9;
- (c) the Purchase Amount; and
- (d) such other supporting documentation that the Company or its legal counsel may request to establish the Purchaser's qualification as a qualified investor.

3.2 The Purchaser shall complete, sign and return to the Company as soon as possible, on request by the Company, any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities and applicable law.

3.3 Both parties to this Agreement acknowledge and agree that Clark Wilson LLP has acted as counsel only to the Company and is not protecting the rights and interests of the Purchaser. The Purchaser acknowledges and agrees that the Company and Clark Wilson LLP have given the Purchaser the opportunity to seek, and are hereby recommending that the Purchaser obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Purchaser hereby represents and warrants to Company and Clark Wilson LLP that the Purchaser has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The Closing will occur on such date as may be determined by the Company in its sole discretion (the "**Closing Date**"). The Company may, at its discretion, elect to close the Offering in one or more closings, in which event the Company may agree with one or more purchasers (including the Purchaser to this Agreement) to complete delivery of the Debenture to such purchaser(s) against payment therefor at any time on or prior to the Closing Date.

4.2 The Closing (including the closing of this Purchase) is conditional upon and subject to:

- (a) the Company having obtained all necessary approvals and consents, including regulatory approvals for the Offering; and
- (b) the issue and sale of the Debenture being exempt from the requirement to file a prospectus and the requirement to deliver an offering memorandum under applicable securities legislation relating to the sale of the Debenture, or the Company having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or deliver an offering memorandum.

4.3 The Purchaser acknowledges that the certificate representing the Debenture will be available for delivery, provided that the Purchaser has satisfied the requirements of Section 3 hereof and the Company has accepted this Agreement.

5. Acknowledgements and Agreements of Purchaser

5.1 The Purchaser acknowledges and agrees that:

- (a) none of the Debentures or any other securities of the Company for which the Purchaser may agree in the future to exchange their Debenture (collectively, the "**Securities**") have been or will be registered under the United States *Securities Act of 1933*, as amended, (the "**1933 Act**"), or under any securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act ("**Regulation S**"), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable state, provincial and foreign securities laws and the Company's Articles;
- (b) the Company has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act or any other securities legislation;
- (c) the Purchaser has been furnished with all information, financial and otherwise, concerning the business, affairs and financial position of the Company necessary to make an informed decision to purchase the Securities and the Purchaser agrees that such information has not been furnished pursuant to any form of written material which is, or may be construed as, an offering memorandum as that term is defined in applicable securities legislation as from time to time amended, and regulations and rules prescribed thereto;

- (d) the Purchaser acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters such that it is capable of evaluating the merits and risks of the investment in the Securities;
- (e) the Purchaser understands and agrees that the Company and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements contained in this Agreement and the Questionnaire, as applicable, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Purchaser shall promptly notify the Company;
- (f) the Purchaser and the Purchaser's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the distribution of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;
- (g) the Purchaser has been advised to consult the Purchaser's own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions, and it is solely responsible (and the Company is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Purchaser is resident in connection with the distribution of the Securities hereunder, and
 - (ii) applicable resale restrictions;
- (h) the Purchaser understands and agrees that there may be material tax consequences to the Purchaser of an acquisition or disposition of the Securities and the Company gives no opinion and makes no representation with respect to the tax consequences to the Purchaser under federal, state, provincial, local or foreign tax law of the Purchaser's acquisition or disposition of the Securities;
- (i) no prospectus has been filed by the Company with any securities commissions or any other regulatory authorities in connection with the issuance of the Securities;
- (j) an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Securities;
- (k) the Purchaser is of the age of majority (if the Purchaser is an individual) and is under no legal impediment to transact and is not acting as nominee for any person or company, and will be the sole beneficial owner of the Securities;
- (l) this is the entire agreement between the parties respecting the purchase of the Securities hereunder and there are no other covenants or representations made by the Company or any directors, insiders, officers, promoters or shareholders of the Company to the Purchaser;
- (m) the Purchaser consents to the placement of a legend or legends on any certificate or other document evidencing the Securities setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement;
- (n) the Company has advised the Purchaser that the Company is relying on an exemption from the requirements to provide the Purchaser with a prospectus under provincial securities legislation and other applicable securities laws, and, as a consequence of acquiring the Securities pursuant to such exemption, certain protections, rights and remedies provided by applicable securities legislation (including the various provincial securities acts), including statutory rights of rescission or damages, will not be available to the Purchaser;

- (o) no securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Securities;
- (p) there is no government or other insurance covering any of the Securities;
- (q) there are restrictions on the Purchaser's ability to resell the Securities and it is the responsibility of the Purchaser to find out what those restrictions are and to comply with such restrictions before selling any of the Securities;
- (r) no person has made to the Purchaser any written or oral representations:
 - (i) as to the future price or value of the Securities;
 - (ii) that any person will resell or repurchase any of the Securities; or
 - (iii) that the Securities will be listed and traded on a stock exchange or that application has been made to list the securities for trading on a stock exchange;
- (s) the Purchaser understands and acknowledges that the Company is not currently a reporting issuer in any jurisdiction in Canada and as a result the hold period to which the Securities are subject will be indefinite in every jurisdiction in which the Securities are issued, until the Company becomes a reporting issuer in such jurisdiction. There is no assurance that the Company will ever become a reporting issuer in the future. The Purchaser further understands that these resale restrictions may be legended on the certificates representing the Securities and the Purchaser agrees to comply with such resale restrictions; and
- (t) this Agreement is not enforceable by the Purchaser unless it has been accepted by the Company, and the Purchaser acknowledges and agrees that the Company reserves the right to reject any Purchase for any reason whatsoever.

6. Representations, Warranties and Covenants of the Purchaser

6.1 The Purchaser hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the Closing) that:

- (a) the Purchaser is not a U.S. Person;
- (b) the Purchaser is resident of British Columbia;
- (c) the Purchaser is purchasing the Debenture as principal for its own account and not for the benefit of any other person;
- (d) The Purchaser is purchasing the Debentures as principal for its own account for investment purposes only, not for the benefit of another person and not with a view to the resale or distribution of all or any of the Debentures and (i) the Purchaser is an "Accredited Investor" as defined in Form 45-106F9 attached hereto, or (ii) the Debenture has an acquisition cost to the Purchaser of not less than \$150,000, payable in cash at the Closing of the Offering;
- (e) the Purchaser was not created and is not being used solely to purchase or hold securities in reliance on the registration and prospectus exemptions provided under Section 2.30 of NI 45-106, it pre-existed the Offering and has a bona fide purpose other than investment in the Debenture;
- (f) the Purchaser has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Purchaser is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all

necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Purchaser;

- (g) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Purchaser or of any agreement, written or oral, to which the Purchaser may be a party or by which the Purchaser is or may be bound;
- (h) the Purchaser has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Purchaser enforceable against the Purchaser;
- (i) the Purchaser has received and carefully read this Agreement;
- (j) the Purchaser is aware that an investment in the Company is speculative and involves certain risks, including the possible loss of the entire investment;
- (k) the Purchaser is not an underwriter of, or dealer in, any of the Securities, nor is the Purchaser participating, pursuant to a contractual agreement or otherwise, in the distribution of the Securities or any of them;
- (l) the Purchaser is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (m) the Purchaser has made an independent examination and investigation of an investment in the Securities and the Company and agrees that the Company will not be responsible in any way whatsoever for the Purchaser's decision to invest in the Securities and the Company;
- (n) the Purchaser acknowledges and agrees that the Company shall not consider the Purchaser's Purchase for acceptance unless the undersigned provides to the Company, along with an executed copy of this Agreement:
 - (i) fully completed and executed the Questionnaire in the form attached hereto as Exhibit A, and,
 - (ii) such other supporting documentation that the Company or its legal counsel may request to establish the Purchaser's qualification as a qualified investor.

6.2 In this Agreement, the term "U.S. Person" shall have the meaning ascribed thereto in Regulation S promulgated under the 1933 Act and for the purpose of the Agreement includes any person in the United States.

7. **Representations and Warranties will be Relied Upon by the Company**

7.1 The Purchaser acknowledges that the representations and warranties contained herein are made by it with the intention that such representations and warranties may be relied upon by the Company and its legal counsel in determining the Purchaser's eligibility to purchase the Debenture under applicable legislation, or (if applicable) the eligibility of others on whose behalf it is contracting hereunder to purchase the Securities under applicable legislation. The Purchaser further agrees that by accepting delivery of the certificate representing the Debenture on the Closing Date, it will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date with the same force and effect as if they had been made by the Purchaser on the Closing Date and that they will survive the purchase by the Purchaser of the Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Purchaser of such Securities.

8. Resale Restrictions

8.1 The Purchaser acknowledges that any resale of the Securities will be subject to resale restrictions contained in the Articles of the Company, if any, and securities legislation applicable to the Company, the Purchaser and any proposed transferee.

9. Acknowledgement and Waiver

9.1 The Purchaser hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Purchaser might be entitled in connection with the distribution of the Securities.

10. Collection of Personal Information

10.1 The Purchaser acknowledges and consents to the collection and retention by the Company of certain information, including personal information, regarding the Purchaser and the Purchaser's purchase, including the Purchaser's name, address, telephone number and email address, the number of Securities purchased, and any control persons of the Purchaser. The Purchaser acknowledges and agrees that this information will be retained on the share register of the Company which may be available for inspection by the public. The Purchaser further consents and agrees to the release of this information to the securities regulatory authorities as required by law and regulatory policies.

11. Costs

11.1 The Purchaser acknowledges and agrees that all costs and expenses incurred by the Purchaser (including any fees and disbursements of any special counsel retained by the Purchaser) relating to the purchase of the Debenture shall be borne by the Purchaser.

12. Governing Law

12.1 This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Purchaser, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

13. Currency

13.1 Any reference to currency in this Agreement is to the currency of Canada unless otherwise indicated.

14. Survival

14.1 This Agreement, including, without limitation, the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Debenture by the Purchaser pursuant hereto.

15. Assignment

15.1 This Agreement is not transferable or assignable.

16. Severability

16.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

17. Entire Agreement

17.1 Except as expressly provided in this Agreement and in the exhibits, agreements, instruments and other documents attached hereto or contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Debenture and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

18. Notices

18.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication, including facsimile, electronic mail or other means of electronic communication capable of producing a printed copy. Notices to the Purchaser and the Company shall be directed to the addresses of such as set forth on page 2 of this Agreement.

19. Counterparts and Electronic Means

19.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.

20. Exhibits

20.1 The exhibits attached hereto form part of this Agreement.

21. Indemnity

21.1 The Purchaser will indemnify and hold harmless the Company and, where applicable, its directors, officers, employees, agents, advisors 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 or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Purchaser contained in this Agreement, the Questionnaire, as applicable, or in any document furnished by the Purchaser to the Company in connection herewith being untrue in any material respect or any breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser to the Company in connection therewith.

Form 45-106F9
Form for Individual Accredited Investors

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: <i>Debenture</i>	Issuer: All Canadian Investment Corporation
Purchased from: All Canadian Investment Corporation	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ <u>150,000</u> . [Instruction: Insert the total dollar amount of the investment.]	ER JMK
Liquidity risk – You may not be able to sell your investment quickly – or at all.	ER JMK
Lack of information – You may receive little or no information about your investment.	ER JMK
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	ER JMK
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	ER JMK
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print): Joan & Cliff Renfrew

Signature: *J. Renfrew* *C. Renfrew*

Date: June 8/16.

SECTION 5 TO BE COMPLETED BY THE SALESPERSON**5. Salesperson information**

First and last name of salesperson (please print): ACIC

Telephone: 250-804-0600

Email: info@acicinvestor.ca

Name of firm (if registered): All Canadian Investment Corporation

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**6. For more information about this investment**

For investment in a non-investment fund

All Canadian Investment Corporation
#2 - 781 Marine Park Drive N.E., Salmon Arm, BC, V1E 2W7
Don Bergman
1 866 772 2242
dbergman@acicinvestor.ca

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Form instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.