

File Number: 134863

December 13, 2019

**VIA OVERNIGHT COURIER**

McEown & Associates Ltd.  
1140 - 800 West Pender Street  
Vancouver, BC V6C 2V6

Attention: John McEown

Dear Sirs/Mesdames:

**Re: In the Matter of a Plan of Compromise and Arrangement of All Canadian  
Investment Corporation**

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Further to your correspondence of November 28, 2019, please find attached the completed Proof of Claim of Harper Grey LLP together with attached schedule. You will note that the amount outstanding on the invoice differs from the actual amount outstanding as partial payment was received and the balance owing as at November 10, 2017 is \$4,184.89.

We trust you will find the above to be satisfactory however should you have any questions or comments regarding the same, please do not hesitate to contact the undersigned at your earliest convenience.

Yours truly,

**HARPER GREY LLP**

Per:  H. Roderick Anderson  
Law Corporation

HRA/mw

Encl.

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: Harper Grey LLP (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):

Harper Grey LLP  
3200 - 650 West Georgia Street  
Vancouver, BC V6B4P7  
Attention: H. Frederick Anderson

- 4) Telephone Number: 604 895 2849
- 5) Email: randerson@harpergrey.com
- 6) Fax Number: 604 669 9385
- 7) Claim Details:

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

My Claim amount is \$ 4,184.89 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 \$ 4,184.89, 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

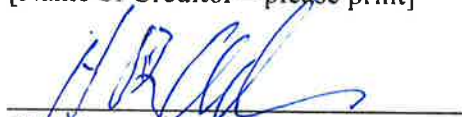
iii. any amounts received by me or paid to any third party on behalf of or for the benefit of me from ACIC

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 Vancouver, BC, this 13<sup>th</sup> day of December, 2019.

Per: Harper Grey LLP  
[Name of Creditor – please print]

  
\_\_\_\_\_  
Signature of Creditor

  
\_\_\_\_\_  
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.**

SCHEDULE "A"

**Harper Grey LLP**

BARRISTERS & SOLICITORS  
3200 Vancouver Centre • 650 West Georgia Street  
Vancouver BC Canada V6B 4P7  
Tel. 604 687 0411 • Fax 604 669 9385

ALL CANADIAN INVESTMENT CORPORATION  
SUITE 2 - 781 MARINE PARK DRIVE NE  
SALMON ARM, BC V1E 2W7  
  
ATTENTION: DONALD F. BERGMAN

GST R119319168  
Client : 18996  
Matter : 134863  
Date : 10/31/2017  
Invoice : 448400

**RE: BRITISH COLUMBIA SECURITIES COMMISSION**

TO PROFESSIONAL SERVICES RENDERED in connection with the above matter:

TOTAL FEES	\$	4,814.00
TOTAL DISBURSEMENTS		33.90
TOTAL GST		242.40
TOTAL PST		336.98
<b>CURRENT INVOICE DUE:</b>	<b>\$</b>	<b>5,427.28</b>
PREVIOUS BALANCE DUE		986.61
<b>TOTAL AMOUNT DUE:</b>	<b>\$</b>	<b><u>6,413.89</u></b>

Accounts are due when rendered and are payable in Canadian Funds.

Payments may be made online at selected financial institutions using your matter number 134863 as your account number. Alternatively, send your cheque quoting this matter number 134863 or use this remittance advice.

Date : October 31, 2017  
Client : 18996  
Matter : 134863  
Current Invoice : \$5,427.28  
Matter Balance : \$6,413.89

GST R119319168

ALL CANADIAN INVESTMENT CORPORATION  
SUITE 2 - 781 MARINE PARK DRIVE NE  
SALMON ARM, BC V1E 2W7

Client : 18996  
Matter : 134863  
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ATTENTION: DONALD F. BERGMAN

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**RE: BRITISH COLUMBIA SECURITIES COMMISSION**

TO PROFESSIONAL SERVICES RENDERED in connection with the above matter:

**PROFESSIONAL FEES**

<u>Date</u>	<u>Description</u>
09/29/17	Telephone call from J. Gellis; email client;
09/30/17	Memo M. Watts;
10/02/17	Review of email from client; email client; telephone call from client;
10/03/17	Review of email from client; telephone call to C. Ramsay; review of 32-517; undertaking and notes of J. Gellis; email client; telephone call to client; telephone call from D. Bergman; review of correspondence from D. Bergman;
10/03/17	Telephone call to J. Gellis;
10/11/17	Email client;
10/12/17	Telephone call from P. Rankin; telephone call to P. Rankin;
10/13/17	Telephone call to P. Rankin; telephone call to P. Rankin;
10/17/17	Review of correspondence from J. Gellis; email client;
10/18/17	Telephone call from client;
10/19/17	Review of material from J. Gellis; telephone call to J. Gellis; telephone call to J. Speakman;
10/20/17	Review of correspondence from J. Gellis; email J. Gellis; preparation for and conference with J. Speakman; email J. Speakman; conference call with J. Speakman; review of Income Tax Act; telephone call from V. Dhir; telephone call to V. Dhir;
10/21/17	Review of s. 130.1 of the Income Tax Act; memo M. Watts;
10/23/17	Telephone call to V. Dhir; review of correspondence from J. Gellis; email J. Gellis;
10/24/17	Email D. Bergman; telephone call to client;
10/24/17	Telephone call from client; telephone call to client; telephone call from J. Gellis;
10/26/17	Telephone call from J. Gellis; telephone call to client; telephone call to J. Gellis;

Invoice Date: 10/31/17

Invoice No. 448400

File No. 134863

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**Date      Description**

**Total Fees** **\$ 4,814.00**

**DISBURSEMENTS**

**Taxable Disbursements**

Photocopies	25.00
Postage	0.82
Long Distance	8.08

**Total Taxable Disbursements :** **\$ 33.90**

**BILL SUMMARY**

Total Fees :	\$ 4,814.00
Total Disbursements :	\$ 33.90
<b>Total :</b>	<b>\$ 4,847.90</b>

Total PST :	\$ 336.98
<b>Total Before GST/HST :</b>	<b>\$ 5,184.88</b>

Total GST :	\$ 242.40
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**CURRENT INVOICE DUE :** **\$ 5,427.28**

**TOTAL AMOUNT DUE :** **\$ 6,413.89**


**Outstanding Prior Balance :**

<u>Invoice No.</u>	<u>Date</u>	<u>Invoice Amount</u>	<u>Payments</u>	<u>Write-Offs</u>	<u>Interest</u>	<u>Total Owing</u>
447455	09/29/17	976.84	0.00	0.00	0.00	\$ 976.84
448151	10/30/17	0.00	0.00	0.00	9.77	\$ 9.77

This is our account herein.

Harper Grey LLP

Per:

  
\_\_\_\_\_  
H. Roderick Anderson  
Personal Law Corporation

E&OE

### Definition of *related persons*

(2) For the purposes of this Act, persons are related to each other and are *related persons* if they are

(a) individuals connected by blood relationship, marriage, common-law partnership or adoption;

(b) an entity and

(i) a person who controls the entity, if it is controlled by one person,

(ii) a person who is a member of a related group that controls the entity, or

(iii) any person connected in the manner set out in paragraph (a) to a person described in subparagraph (i) or (ii); or

(c) two entities

(i) both controlled by the same person or group of persons,

(ii) each of which is controlled by one person and the person who controls one of the entities is related to the person who controls the other entity,

(iii) one of which is controlled by one person and that person is related to any member of a related group that controls the other entity,

(iv) one of which is controlled by one person and that person is related to each member of an unrelated group that controls the other entity,

(v) one of which is controlled by a related group a member of which is related to each member of an unrelated group that controls the other entity, or

(vi) one of which is controlled by an unrelated group each member of which is related to at least one member of an unrelated group that controls the other entity.

### Relationships

(3) For the purposes of this section,

(a) if two entities are related to the same entity within the meaning of subsection (2), they are deemed to be related to each other;

(b) if a related group is in a position to control an entity, it is deemed to be a related group that controls the entity whether or not it is part of a larger group by whom the entity is in fact controlled;

(c) a person who has a right under a contract, in equity or otherwise, either immediately or in the future and either absolutely or contingently, to, or to acquire, ownership interests, however designated, in an entity, or to control the voting rights in an entity, is, except when the contract provides that the right is not exercisable until the death of an individual designated in the contract, deemed to have the same position in relation to the control of the entity as if the person owned the ownership interests;

(d) if a person has ownership interests in two or more entities, the person is, as holder of any ownership interest in one of the entities, deemed to be related to himself or herself as holder of any ownership interest in each of the other entities;

(e) persons are connected by blood relationship if one is the child or other descendant of the other or one is the brother or sister of the other;

(f) persons are connected by marriage if one is married to the other or to a person who is connected by blood relationship or adoption to the other;

(f.1) persons are connected by common-law partnership if one is in a common-law partnership with the other or with a person who is connected by blood relationship or adoption to the other; and

(g) persons are connected by adoption if one has been adopted, either legally or in fact, as the child of the other or as the child of a person who is connected by blood relationship, otherwise than as a brother or sister, to the other.

### Question of fact

(4) It is a question of fact whether persons not related to one another were at a particular time dealing with each other at arm's length.

### Presumptions

(5) Persons who are related to each other are deemed not to deal with each other at arm's length while so related. For the purpose of paragraph 95(1)(b) or 96(1)(b), the persons are, in the absence of evidence to the contrary, deemed not to deal with each other at arm's length.