

**Court file 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

AND

IN THE MATTER OF ALL CANADIAN INVESTMENT CORPORATION

(the "Petitioner")

MONITOR'S TWENTY-SEVENTH REPORT TO COURT

JANUARY 11, 2021

McEown and Associates Ltd.

Monitor appointed in the
Companies' Creditors Arrangement Act proceedings of
All Canadian Investment Corporation

**Suite 110 – 744 West Hastings Street
Vancouver, B.C. V6C 1A5**

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Meeting Order
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A. INTRODUCTION

1. This report (the “**Twenty-Seventh Report**”) is filed by McEown and Associate Ltd. (“**McEown**”) in its capacity as monitor (the “**Monitor**”) appointed in a proceeding commenced on November 8, 2017 by All Canadian Investment Corporation (the “**Petitioner**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.-36, as amended (the “**CCAA Proceedings**”).
2. The purpose of the Twenty-Seventh Report is to provide the Court with the Monitor’s report on the Plan Voting Meeting.

B. DISCLAIMER AND TERMS OF REFERENCE

3. Except as specified, in preparing this report the Monitor has obtained and relied upon unaudited, draft and/or internal information which Management advises has been compiled from the Petitioner's books and records. Where available, the Monitor has reviewed external records and documentation including post-filing banking records, corporate searches and financial statements.

4. Except as otherwise described in this report:
 - a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook; and

 - b) the Monitor has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.

5. This Report have been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.

C. REPORT ON THE PLAN VOTING MEETING

Notice to Creditors

6. Pursuant to the Meeting Order pronounced by the Court dated November 18, 2019, as amended by Order made May 19, 2020 allowing the meeting to proceed by audio or video conferencing at the discretion of the Monitor, (the “**Meeting Order**”) attached as **Appendix A** to this report, the Monitor has done the following:
 - a) The Monitor determined that in light of the COVID 19 pandemic, the meeting would proceed by video conferencing utilizing the Zoom Meeting;
 - b) On November 27, 2020, the Monitor sent out the Meeting Materials package which included the Monitor’s service letter to creditors, a copy of the Meeting Order, the Monitor’s Report on the Plan, the Notice of Meeting, the Creditor Proxy and the Plan. A copy of the Meeting Materials package is attached as **Appendix B** to this report;
 - c) On November 27, 2020 the Monitor caused the Meeting Materials package to be posted on the Monitor’s website; and
 - d) On December 2, 2020 the Monitor caused to be published in the Vancouver Sun the Notice of Meeting of Creditors. A copy of the newspaper notice is attached as **Appendix C** to this report.
7. On December 14, 2020, the Monitor contacted all known creditors that had not yet filed their Creditor Proxy to encourage them to file their Creditor Proxy Vote prior to the Meeting of Creditors.
8. By December 18, 2020 at 5:00PM, the Monitor had received creditor proxy votes from sixteen (16) creditors voting for the Plan.

The Meeting to Vote on the Plan of Arrangement

9. The meeting of creditors to consider and vote on a resolution to approve the Plan was held on December 21, 2020 at 10:00AM (Vancouver time) via Zoom Meeting. The meeting was conducted in accordance with the procedure prescribed in the Meeting Order. The Minutes of the Plan Voting Meeting are attached as **Appendix D** to this report.
10. The result of the voting on the Plan at the meeting was as follows:

	Number	Percentage	\$ Amount
For	16	100%	\$ 3,180,617.90
Against	0	0%	0.00
Total	16	100%	\$ 3,180,617.90

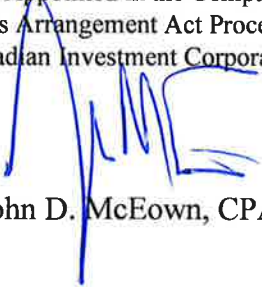
11. The Plan was approved by the required majority of affirmative votes in accordance with the provisions of the Plan.
12. The final step to the implementation and effectiveness of this Plan is the granting of the Final Order to sanction the Plan. The Petitioner has made an application to Court for a Final Order which will be heard on January 13, 2021.

D. CONCLUSIONS AND RECOMMENDATIONS

13. The Petitioner arranged for and held the meeting of the Creditor's on December 21, 2020 to approve the Plan in accordance with the Meeting Order.
14. The Plan was approved unanimously by the creditors with Proven Claims that voted at the meeting in person or by proxy.
15. The Petitioner has made an application to Court for a Final Order sanctioning of the Plan which will be heard by Mr. Justice Walker this Wednesday, January 13, 2021 at 9:00 AM.
16. The Plan provides for a Stay of Proceedings until the second business day following the Plan Implementation Date being the date on which the final Distribution Certificate is filed with the Court by the Monitor. Accordingly, if the Final Order is made on January 13, 2021 there is no need for any further extension of the CCAA proceedings.
17. If the Final Order is not made on January 13, 2021, the Monitor supports a further short extension of the stay of proceedings as necessary until the Final Order application can be determined. The Monitor is of the view that the Petitioner is continuing to act in good faith and that the stakeholders will not be prejudiced by the extension being sought by the Petitioner.

DATED at the City of Vancouver, British Columbia, this 11th day of January, 2021.

McEown and Associates Ltd.
Monitor Appointed in the Companies'
Creditors Arrangement Act Proceedings of
All Canadian Investment Corporation


Per: John D. McEown, CPA, CA, CIRP, LIT

APPENDIX A

**Order of the Honourable Mr. Justice Walker
dated November 18, 2019
re: Meeting Order**



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
(MEETING ORDER)

BEFORE THE HONOURABLE) THE 18th DAY OF
MR. JUSTICE WALKER)
) NOVEMBER 2019

ON THE APPLICATION of All Canadian Investment Corporation (the "Petitioner") dated November 14, 2019 coming on for hearing at Vancouver, British Columbia on this 18th day November 2019, and on hearing Jeremy D. West, counsel for the Petitioner and those other counsel listed on Schedule "A" hereto AND UPON READING the material filed 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.

DEFINITIONS AND INTERPRETATION

2. All capitalized terms not otherwise defined in this Meeting Order shall have the meanings ascribed to them in the plan of the Petitioners attached hereto as **Schedule "B"** (the "**Plan**"), the Claims Process Order, and the following terms in this Meeting Order shall have the following meanings:
- (a) "**Creditor Proxy**" means the form of proxy for a Creditor, which shall be substantially in the form attached hereto as **Schedule "D"**;
 - (b) "**Chair**" means John McEown of the Monitor or such other representative of the Monitor as it may designate who shall preside as the chair of the Meeting and, subject to this Meeting Order or any further order of this Court, shall decide all matters relating to the conduct of the Meeting;
 - (c) "**Claims Process Order**" means the order pronounced in these proceedings on November 18, 2020 attached hereto as **Schedule "C"**;
 - (d) "**Meeting Date**" means the date to be determined by the Monitor, or the Court, after completion of the Claims Process subject to any adjournment, postponement, other rescheduling or further Order of this Court;
 - (e) "**Meeting Materials**" has the meaning ascribed to it in paragraph 14 hereof;
 - (f) "**Newspaper Notice**" means a notice of this Meeting Order, the Meeting and the Meeting Date, to be published in accordance with paragraph 13 hereof, which shall be substantially in the form attached hereto as **Schedule "E"**;
 - (g) "**Notice of Meeting to Creditors**" means a notice of this Meeting Order, the Meeting and the Meeting Date, which shall be substantially in the form attached hereto as **Schedule "F"**;
 - (h) "**Proxy**" means the Creditor Proxy;
 - (i) "**Resolution**" means the definition set out at section 3.6(g) of the Plan;
 - (j) "**Sanction Order Application**" has the meaning ascribed to it in paragraph 34 hereof;
 - (k) "**Sanction Order**" has the meaning ascribed to it in paragraph 34 hereof;
 - (l) "**Voting Creditors**" means Creditors with Proven Claims; and
 - (m) "**Voting Deadline**" means 5:00 p.m. (Vancouver Time) on the Meeting Date.
3. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that

occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

4. Dollar amounts referenced in this Meeting Order are expressed in Canadian dollars unless otherwise noted.
5. All references to the singular herein include the plural and the plural include the singular.

PLAN

6. The Plan is hereby accepted for filing and the Petitioner is hereby authorized to present the Plan to the Creditors at the Meeting, in order to seek approval of the Resolution by the Creditors accordance with the terms of this Meeting Order and the Plan.
7. Each of the Schedules to this Meeting Order is hereby approved in substantially the forms attached hereto.
8. Before and during the Meeting, and without the need for any further order of this Court, and with the prior consent of the Monitor, the Petitioner may amend the Plan by written instrument. The Monitor will advise all Creditors present at the Meeting of the details of any such amendment prior to the vote being taken to approve the Resolution.
9. After the Meeting, the Petitioner may at any time and from time to time amend the Plan:
 - (a) without an Order if, in the opinion of the Monitor, such amendment would not be materially prejudicial to the interests of the Creditors or the Preferred Shareholders under the Plan or is necessary to give effect to the full intent of the Plan or the Sanction Order; or
 - (b) pursuant to an Order made on notice to all Persons potentially affected by such variation, amendment, modification or supplement.
10. The Monitor shall, as soon as practicable, post on the Website any modification, amendment, variation or supplement to the Plan, and forthwith provide notice of such posting to the Service List.

CLASSIFICATION

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

NOTICE OF MEETING AND DELIVERY OF MATERIALS TO CREDITORS

12. The Petitioner is hereby authorized to convene, hold and conduct the Meeting at 10:00 a.m. (Vancouver time) on the Meeting Date at a location to be determined by the Monitor, for the purpose of considering and, if deemed advisable, passing the Resolution unless the Chair, as provided herein, decides to adjourn, postpone or otherwise

reschedule the Meeting.

13. The Newspaper Notice shall be published by the Monitor in the Vancouver Sun newspaper no less than 14 days prior to the Meeting.
14. By no later than 21 days prior to the Meeting Date, the Monitor shall publish the following documents (collectively, the "Meeting Materials") on the Website:
 - (a) a copy of this Meeting Order;
 - (b) the Monitor's Report on the Plan;
 - (c) the Notice of Meeting;
 - (d) the Creditor Proxy; and
 - (e) the Plan.
15. The Petitioner, with the consent of the Monitor, is hereby authorized to vary, amend, modify or supplement any of the Meeting Materials, and the Monitor shall distribute or make available any such amended form by posting it on the Website.
16. By no later than 21 days prior to the Meeting Date, the Monitor shall send to each Creditor, at the address provided for in the Proof of Claim filed pursuant to the Claims Process Order, copies of:
 - (a) this Meeting Order;
 - (b) the Monitor's Report on the Plan;
 - (c) the Notice of Meeting;
 - (d) the Creditor Proxy; and
 - (e) the Plan
17. The publication, transmission and delivery provided herein, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or represented by proxy at the Meeting, or who may wish to appear in these proceedings, and no other form of notice or service needs to be made on such Persons, and no other document or material needs to be served on such Persons in respect of these proceedings, the Plan and the Meeting.
18. The accidental failure to transmit or deliver the Meeting Materials by the Monitor in accordance with this Meeting Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the passing of the Resolution or any other proceedings taken at the Meeting.

CONDUCT AT THE MEETING

19. The amount of which may be voted (or is deemed to have been voted) by a Creditor shall be the amount of the Proven Claim, or as otherwise determined by the final determination of any Disputing Creditor Application or Disputing Petitioner Application, as at the Voting Deadline.
20. The Chair shall decide all matters relating to the conduct of the Meeting.
21. 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.
22. 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 and officers 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.
23. 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 order to be voted at the Meeting and must be:
 - (a) delivered to the Monitor by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or by delivery to the Monitor's office located at:

Boale, Wood & Company Ltd.
1140 – 800 West Pender Street
Vancouver, BC V6C 2V6
Attention: John McEown
 - (b) deposited with the Chair before the beginning of the Meeting (or any such adjournment, postponement or other rescheduling thereof).
24. The quorum required at the Meeting shall be one Creditor present in person or by Proxy and entitled to vote at the Meeting.
25. 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. The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled Meeting and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Monitor's website.
26. The Chair is hereby authorized to adjourn, postpone or otherwise reschedule the Meeting, on one or more occasions, to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Meeting for the purpose of any adjournment, postponement or other rescheduling thereof). The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled Meeting and may, if he or

she deems it appropriate, restrict such notice to a notice posted on the Monitor's website.

VOTING PROCEDURE

27. At the Meeting, the Creditors shall vote on the Resolution, and the approval of the Resolution will be decided by the Required Majority on a ballot vote, and any other matter submitted for a vote at the Meeting shall be decided by a simple majority of votes cast on a vote by a show of hands.
28. The only Persons entitled to vote at the Meeting shall be the Creditors and their Proxy holders.
29. The Monitor shall keep records and tabulations of all votes cast at the Meeting.
30. For the purposes of counting and tabulating the votes, 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 of the definition of "Required Majority" in Section 1.5.49 the Plan; 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 of the Plan.
31. Proven Claims shall not include fractional numbers and shall be rounded down to the nearest whole dollar amount without compensation.

NOTICE TO CREDITORS

32. Any document sent by the Monitor or the Petitioner to any Person pursuant to this Meeting Order may be sent to such Person at their respective address or contact information as set out in the applicable Proof of Claim filed in accordance with the Claims Process Order. Any such service and delivery shall be deemed to have been received:
 - (a) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally;
 - (b) if sent by courier, on the next Business Day following dispatch; and
 - (c) if delivered by email or fax, by 5:00 p.m., on the same Business Day as sending, and if delivered after 5:00p.m. or other than on a Business Day, on the following Business Day.

SANCTION ORDER APPLICATION

33. As soon as practicable following the Meeting, the Monitor shall report to this Court on:
- (a) the voting results with respect to the approval of the Resolution; and
 - (b) any other matter the Monitor considers relevant with respect to the Meeting or the Petitioner's application for the Sanction Order.
34. If the Plan is approved by the Required Majority at the Meeting, the Petitioner shall as soon as practicable bring an application (the "**Sanction Order Application**") for an order approving and sanctioning the Plan (the "**Sanction Order**").
35. A copy of the Sanction Order Application seeking the Sanction Order shall be published on the Monitor's website and served on the Service List as soon as practicable.
36. Publication of the Notice of Meeting to Creditors and this Meeting Order and delivery of the Meeting Materials as provided herein shall constitute good and sufficient service of notice of the Sanction Order Application upon all Persons who may be entitled to receive such service and no other form of service needs to be made and no other materials need to be served on such Persons in respect of the Sanction Order Application other than service on Service List.
37. Any party who wishes to oppose the Sanction Order Application shall serve on counsel for the Petitioner, counsel for the Monitor, and all parties on the Service List, by no later than 4:00 p.m. (Vancouver time) 5 Business Days prior to the Hearing of the Sanction Order Application: (a) an application response in the form prescribed by the British Columbia Supreme Court Civil Rules setting out the basis for such opposition; and (b) a copy of any materials to be relied upon to oppose the Sanction Order Application.
38. If the Sanction Order Application is adjourned, postponed or otherwise rescheduled, only those Persons listed on the Service List or that have filed and served an application response provided herein are required to be served with notice of the adjourned, postponed or otherwise rescheduled date.

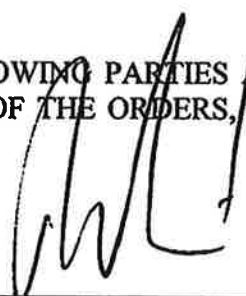
GENERAL PROVISIONS

39. This Court requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Meeting 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 Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Meeting Order.
40. The Petitioner and the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this

Meeting Order and may waive strict compliance with the requirements of this Meeting Order as to the completion, execution and delivery, including with respect to the timing of such delivery, of any documents.

- 41. Subject to further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Meeting Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
- 42. The Petitioner and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Meeting Order, including with respect to the Meeting and Schedules to this Meeting Order, or for such further order(s) as either of them may consider necessary or desirable to amend, supplement or replace this Meeting Order, including any Schedules hereto.
- 43. Endorsement of this Meeting 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
Lawyer for All Canadian Investment
Corporation

By the Court



Registrar



SCHEDULE "A" TO MEETING ORDER**LIST OF COUNSEL**

Name of Counsel:	Counsel for:
Jeremy West	All Canadian Investment Corporation
Douglas B. Hyndman	Boale, Wood & Company Ltd., in its capacity as court-appointed Monitor of All Canadian Investment Corporation
John Whyte	Counsel for Hans-Uwe Andresen
Peter Reardon	Counsel for James Hancock and 1083163 Alberta Ltd.

**SCHEDULE "B" TO MEETING ORDER
PLAN**

**SCHEDULE "C" TO MEETING ORDER
CLAIMS PROCESS ORDER**

SCHEDULE "D" TO MEETING ORDER

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

CREDITOR PROXY

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Meeting Order made in these proceedings November 18, 2019.

In accordance with the Meeting Order, the Petitioner has been authorized to convene a Meeting of the Creditors to consider and vote on whether to accept the plan dated [to be determined] made under the *Companies' Creditors Arrangement Act* (the "CCAA") (as may be amended from time to time; the "Plan").

Before completing this proxy, please read carefully the "Instructions for Completion of Proxy" included herewith.

In accordance with the terms of the Meeting Order and the Plan, this proxy may only be filed by Creditors having a Proven Claim.

If any person is to attend the Meeting (or any adjournment thereof) on behalf of a Creditor and vote on the Plan, or if the Creditor wishes to appoint a representative designated by the Monitor to act as the Creditor's proxy, this proxy form must be completed and signed by the Creditor and either: (i) received by the Monitor, Boale, Wood & Company Ltd., by no later

than 5:00 p.m. (Vancouver time) on [to be determined]; or (ii) deposited with the Chair of the Meeting prior to the start of the Meeting.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints _____ or, if nobody is specified, nominates John McEown of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, or such person as he may designate as nominee of the Creditor, with power of substitution, to attend on behalf of and act for the undersigned Creditor at the Meeting to be held in order to consider and, if thought advisable, vote in respect of the resolution to approve the Plan and at any and all adjournments of the Meeting, and to vote the full amount of the Creditor's total Proven Claims as follows:

A. (mark only one):

VOTE FOR approval of the Plan; or

VOTE AGAINST approval of the Plan; and

B. If neither of the options noted above is selected, to vote at the nominee's discretion and otherwise act for and on behalf of the Creditor in respect of any amendments or variations to the Plan or in respect of any other matters that may come before the Meeting, or any adjournment thereof.

Dated at _____ this _____ day of _____, 2019.

Signature: _____ **Name:** _____

(if creditor is an individual)

(print name of Creditor as it appears on the Proof of Claim form)

Signature: _____ **Name:** _____

(if creditor is a corporation this section must be completed by a duly authorized officer or attorney of the corporation)

Title: _____

(print name and title of signatory)

Witness Signature: _____ **Name:** _____

(only applicable if Creditor is an individual)

Phone number: _____

(print name of witness and include day time phone number)

Phone number of Creditor: _____

Email address of Creditor: _____

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read conjunction with the Plan and the Meeting Order, copies of which are included in the Meeting Materials delivered to you and are available on the Monitor's website at: <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/> .
2. Each Creditor who has a right to vote at the Meeting has the right to appoint a person (who does not need to be a Creditor) to attend, act, and vote for and on their behalf at the Meeting, or any adjournments thereof, and such right may be exercised by inserting in the space provided the name of the person to be appointed
3. If no name has been inserted in the space provided, John McEown of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, or such other representative of the Monitor as he may designate, shall be deemed to be appointed as proxy holder for the Creditor, with the power of substitution.
4. If an officer of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, is appointed or is deemed to be appointed as proxy holder, and the Creditor fails to indicate a vote for or against the approval of the Plan on this proxy, this proxy will be voted **FOR** approval of the Plan.
5. If the proxy is not dated in the space provided therefor, it shall be deemed to bear the date on which it is received by the Monitor.
6. This proxy must be signed by the Creditor or by his or her attorney duly authorized in writing or, where the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
7. Valid proxies bearing or deemed to be bearing a later date shall revoke this proxy. In the event that more than one valid proxy for the same Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purposes of the vote.
8. This proxy must be received by the Monitor by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or delivery by no later than 5:00 pm (Vancouver Time) on **to be determined**, at the following address:

Boale, Wood & Company Ltd.
 Court-appointed Monitor of All Canadian Investment Corporation
 1140 – 800 West Pender Street,
 Vancouver, BC V6C 2V6
 Attention: John McEown
9. This proxy may also be deposited with the Chair of the Meeting prior to commencement of the Meeting and no proxy will be accepted by the Chair of the Meeting after commencement of the Meeting.

SCHEDULE "E" TO MEETING ORDER

NEWSPAPER NOTICE

**NOTICE OF MEETING OF CREDITORS OF
ALL CANADIAN INVESTMENT CORPORATION
PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT***

This notice is being published pursuant to an Order of the Supreme Court of British Columbia made November 18, 2019 (the "**Meeting Order**") which established the procedure for the Petitioner, All Canadian Investment Corporation ("**ACIC**"), to call, hold and conduct a meeting (the "**Meeting**") of creditors of ACIC to consider and pass a resolution, if thought advisable, approving the Plan of Arrangement of ACIC dated as of **to be determined** (as the same may be amended, restated or supplemented from time to time, the "**Plan**") and to transact such other business as may be properly brought before the Meeting. The Meeting will be held at the following time and location:

DATE: **to be determined**

TIME: 10:00 a.m. (Vancouver time)

LOCATION: **to be determined**

ONLY THOSE CREDITORS WITH PROVEN CLAIMS AS AT THE VOTING RECORD DEADLINE OF 5:00 P.M. (VANCOUVER TIME) ON **TO BE DETERMINED SHALL BE ENTITLED TO ATTEND AND VOTE ON THE RESOLUTION TO APPROVE THE PLAN AT THE MEETING.**

Creditors may obtain copies of the Plan, information about the Plan and the Meeting, as well as any amendments that may be made to the Plan, on the Monitor's website at <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/> or by contacting the Monitor by telephone at 604-605-3335, fax at 604-605-3359, or email at jmceown@boalewood.ca or mting@boalewood.ca.

If the Plan is approved by the required majority of the Creditors in accordance with the *Companies' Creditors Arrangement Act* and the Meeting Order, the Petitioner intends to bring an application to the Court on **to be determined** for an order approving and sanctioning the Plan.

SCHEDULE "F" TO MEETING ORDER

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

NOTICE OF MEETING TO CREDITORS

NOTICE IS HEREBY GIVEN that the Petitioner, All Canadian Investment Corporation, has filed with the Supreme Court of British Columbia (the "**Court**") a plan of arrangement dated **[to be determined]** (as may be amended from time to time, the "**Plan**") pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

The Plan contemplates the realization of all of the Petitioner's assets and the distribution of proceeds in accordance with the priority scheme provided for in the Plan. There is one class of Creditors under the Plan, being the Creditors Class.

NOTICE IS ALSO HEREBY GIVEN that a meeting of the Creditors (the "**Meeting**") will be held at **[to be determined]** on **[to be determined]** beginning at 10:00 a.m. (Vancouver time) for the purpose of considering and, if thought advisable by the

Creditors, voting in favour of a resolution (the “**Resolution**”) to approve the Plan and to transact such other business as may properly come before the Meeting or any adjournment thereof. The Meeting is being held pursuant to an Order of the Court made on November 18, 2019 (the “**Meeting Order**”).

For the Creditor Class, the quorum for the Meeting is the presence, in person or by proxy, of one Creditor entitled to vote at the Meeting.

Creditors may vote in person or by proxy at the Meeting. For the Resolution to be approved at the Meeting, at least 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, must vote in favour of the Resolution. The Plan must also be sanctioned by a final Order of the Court under the CCAA.

The Monitor's Report to the Court reporting on the results of the vote on the Plan at the Meeting will be posted on the Monitor's website (<https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>) on or before [to be determined].

NOTICE IS ALSO HEREBY GIVEN that the application for an Order to approve and sanction the Plan will be brought by the Petitioner on [to be determined], or such later date as may be determined (the “**Sanction Order Application**”). At the same time, the Petitioner will also seek certain other relief specified in the Plan. Subject to the satisfaction of the conditions necessary to implement the Plan, all claims will be dealt with in accordance with the terms of the Plan.

Any Creditor who is entitled and wishes to vote at the Meeting but is unable to attend the Meeting is required to date, sign, and return the enclosed proxy by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or delivery at the following address:

Boale, Wood & Company Ltd.
 Court-appointed Monitor of All Canadian Investment Corporation
 1140 – 800 West Pender Street,
 Vancouver, BC V6C 2V6
 Attention: John McEown

In order to be valid and voted at the Meeting, a proxy must be either (i) received by the Monitor by **5:00 p.m. (Vancouver time) on [to be determined]**; or (ii) deposited with the chair of the Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of the Meeting.

The Monitor's address for the purpose of filing forms of proxy and for obtaining any additional information or materials related to the Meeting is as provided above.

SCHEDULE "F" TO MEETING ORDER

Boale, Wood & Company Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
1140 – 800 West Pender Street,
Vancouver, BC V6C 2V6
Attention: John McEown
Email: jmceown@boalewood.ca
mting@boalewood.ca

IT IS IMPORTANT THAT CREDITORS NOTE THE FOLLOWING: Only those Creditors that are on the Service List will be provided with further notice of the Sanction Order Application, the materials filed in support of the Sanction Order Application (including the Monitor's Report to Court reporting on the results of vote of the Meeting) and any adjournment of the Sanction Order Application. **These materials, and any notice of adjournment of the Meeting and the Sanction Order Application will be posted on the Monitor's website at: <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>, which is updated regularly.** All Creditors seeking updated information on the Plan, the Meeting, the Sanction Order Application, and these proceedings are directed to the Monitor's website.

This notice is given by the Petitioner pursuant to the Meeting Order and is dated this **16th** **day** **of** **June** **2018**.

APPENDIX B

Meeting Materials Package

November 27, 2020

To All Creditors

Dear Creditors:

**Re: In the Matter of the *Companies' Creditors Arrangement Act* Proceedings of
All Canadian Investment Corporation ("ACIC" or the "Company")**

Pursuant to the Order of November 18, 2019, pronounced by Mr. Justice Walker in the CCAA proceedings, which deals with convening a Meeting of Creditors, we enclose for service upon you the following materials:

1. Order Made After Application dated November 18, 2019 (the "Meeting Order");
2. Monitor's Report on the Plan;
3. Notice of Meeting;
4. Creditor Proxy; and
5. The Plan

Due to the COVID-19 pandemic, the Meeting of Creditors ("Meeting") will be held via Zoom Meeting and we advise the creditors of the location and date of the meeting as follows:

Date and Time: **Monday, December 21, 2020 at 10:00 a.m.**
Place: Via Zoom Meeting
<https://watsongoepeel.zoom.us/j/87866910214?pwd=UkwcTQvVmZVQlplFTG40ZUcyanQzQT09>
Meeting ID: 878 6691 0214
Passcode: 594649

Creditors may vote in person or by proxy at the Meeting. The enclosed Notice of Meeting provides information regarding voting in person or by proxy.

In order to be valid and voted at the Meeting, a proxy must be either (i) received by the Monitor by **5:00 p.m. (Vancouver time) on December 18, 2020**; or (ii) deposited with the chair of the Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of the Meeting.

We encourage all creditors to vote and submit their proxy prior to the Meeting.

Should you have any questions with respect to this information, please contact Marianne Ting at (604) 558-8011 or mt@mceownassociates.ca.

Yours very truly,

McEown and Associates Ltd.
In its capacity as Court-appointed Monitor of
All Canadian Investment Corporation

Per: John McEown, CPA, CA, CIRP, LIT



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
(MEETING ORDER)

BEFORE THE HONOURABLE) THE 18th DAY OF
MR. JUSTICE WALKER)
) NOVEMBER 2019

ON THE APPLICATION of All Canadian Investment Corporation (the "Petitioner") dated November 14, 2019 coming on for hearing at Vancouver, British Columbia on this 18th day November 2019, and on hearing Jeremy D. West, counsel for the Petitioner and those other counsel listed on Schedule "A" hereto AND UPON READING the material filed 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.

DEFINITIONS AND INTERPRETATION

2. All capitalized terms not otherwise defined in this Meeting Order shall have the meanings ascribed to them in the plan of the Petitioners attached hereto as **Schedule "B"** (the "**Plan**"), the Claims Process Order, and the following terms in this Meeting Order shall have the following meanings:
- (a) "**Creditor Proxy**" means the form of proxy for a Creditor, which shall be substantially in the form attached hereto as **Schedule "D"**;
 - (b) "**Chair**" means John McEown of the Monitor or such other representative of the Monitor as it may designate who shall preside as the chair of the Meeting and, subject to this Meeting Order or any further order of this Court, shall decide all matters relating to the conduct of the Meeting;
 - (c) "**Claims Process Order**" means the order pronounced in these proceedings on November 18, 2020 attached hereto as **Schedule "C"**;
 - (d) "**Meeting Date**" means the date to be determined by the Monitor, or the Court, after completion of the Claims Process subject to any adjournment, postponement, other rescheduling or further Order of this Court;
 - (e) "**Meeting Materials**" has the meaning ascribed to it in paragraph 14 hereof;
 - (f) "**Newspaper Notice**" means a notice of this Meeting Order, the Meeting and the Meeting Date, to be published in accordance with paragraph 13 hereof, which shall be substantially in the form attached hereto as **Schedule "E"**;
 - (g) "**Notice of Meeting to Creditors**" means a notice of this Meeting Order, the Meeting and the Meeting Date, which shall be substantially in the form attached hereto as **Schedule "F"**;
 - (h) "**Proxy**" means the Creditor Proxy;
 - (i) "**Resolution**" means the definition set out at section 3.6(g) of the Plan;
 - (j) "**Sanction Order Application**" has the meaning ascribed to it in paragraph 34 hereof;
 - (k) "**Sanction Order**" has the meaning ascribed to it in paragraph 34 hereof;
 - (l) "**Voting Creditors**" means Creditors with Proven Claims; and
 - (m) "**Voting Deadline**" means 5:00 p.m. (Vancouver Time) on the Meeting Date.
3. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that

occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

4. Dollar amounts referenced in this Meeting Order are expressed in Canadian dollars unless otherwise noted.
5. All references to the singular herein include the plural and the plural include the singular.

PLAN

6. The Plan is hereby accepted for filing and the Petitioner is hereby authorized to present the Plan to the Creditors at the Meeting, in order to seek approval of the Resolution by the Creditors accordance with the terms of this Meeting Order and the Plan.
7. Each of the Schedules to this Meeting Order is hereby approved in substantially the forms attached hereto.
8. Before and during the Meeting, and without the need for any further order of this Court, and with the prior consent of the Monitor, the Petitioner may amend the Plan by written instrument. The Monitor will advise all Creditors present at the Meeting of the details of any such amendment prior to the vote being taken to approve the Resolution.
9. After the Meeting, the Petitioner may at any time and from time to time amend the Plan:
 - (a) without an Order if, in the opinion of the Monitor, such amendment would not be materially prejudicial to the interests of the Creditors or the Preferred Shareholders under the Plan or is necessary to give effect to the full intent of the Plan or the Sanction Order; or
 - (b) pursuant to an Order made on notice to all Persons potentially affected by such variation, amendment, modification or supplement.
10. The Monitor shall, as soon as practicable, post on the Website any modification, amendment, variation or supplement to the Plan, and forthwith provide notice of such posting to the Service List.

CLASSIFICATION

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

NOTICE OF MEETING AND DELIVERY OF MATERIALS TO CREDITORS

12. The Petitioner is hereby authorized to convene, hold and conduct the Meeting at 10:00 a.m. (Vancouver time) on the Meeting Date at a location to be determined by the Monitor, for the purpose of considering and, if deemed advisable, passing the Resolution unless the Chair, as provided herein, decides to adjourn, postpone or otherwise

reschedule the Meeting.

13. The Newspaper Notice shall be published by the Monitor in the Vancouver Sun newspaper no less than 14 days prior to the Meeting.
14. By no later than 21 days prior to the Meeting Date, the Monitor shall publish the following documents (collectively, the "Meeting Materials") on the Website:
 - (a) a copy of this Meeting Order;
 - (b) the Monitor's Report on the Plan;
 - (c) the Notice of Meeting;
 - (d) the Creditor Proxy; and
 - (e) the Plan.
15. The Petitioner, with the consent of the Monitor, is hereby authorized to vary, amend, modify or supplement any of the Meeting Materials, and the Monitor shall distribute or make available any such amended form by posting it on the Website.
16. By no later than 21 days prior to the Meeting Date, the Monitor shall send to each Creditor, at the address provided for in the Proof of Claim filed pursuant to the Claims Process Order, copies of:
 - (a) this Meeting Order;
 - (b) the Monitor's Report on the Plan;
 - (c) the Notice of Meeting;
 - (d) the Creditor Proxy; and
 - (e) the Plan
17. The publication, transmission and delivery provided herein, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or represented by proxy at the Meeting, or who may wish to appear in these proceedings, and no other form of notice or service needs to be made on such Persons, and no other document or material needs to be served on such Persons in respect of these proceedings, the Plan and the Meeting.
18. The accidental failure to transmit or deliver the Meeting Materials by the Monitor in accordance with this Meeting Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the passing of the Resolution or any other proceedings taken at the Meeting.

CONDUCT AT THE MEETING

19. The amount of which may be voted (or is deemed to have been voted) by a Creditor shall be the amount of the Proven Claim, or as otherwise determined by the final determination of any Disputing Creditor Application or Disputing Petitioner Application, as at the Voting Deadline.
20. The Chair shall decide all matters relating to the conduct of the Meeting.
21. 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.
22. 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 and officers 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.
23. 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 order to be voted at the Meeting and must be:
- (a) delivered to the Monitor by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or by delivery to the Monitor's office located at:
- Boale, Wood & Company Ltd.
1140 – 800 West Pender Street
Vancouver, BC V6C 2V6
Attention: John McEown
- (b) deposited with the Chair before the beginning of the Meeting (or any such adjournment, postponement or other rescheduling thereof).
24. The quorum required at the Meeting shall be one Creditor present in person or by Proxy and entitled to vote at the Meeting.
25. 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. The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled Meeting and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Monitor's website.
26. The Chair is hereby authorized to adjourn, postpone or otherwise reschedule the Meeting, on one or more occasions, to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Meeting for the purpose of any adjournment, postponement or other rescheduling thereof). The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled Meeting and may, if he or

she deems it appropriate, restrict such notice to a notice posted on the Monitor's website.

VOTING PROCEDURE

27. At the Meeting, the Creditors shall vote on the Resolution, and the approval of the Resolution will be decided by the Required Majority on a ballot vote, and any other matter submitted for a vote at the Meeting shall be decided by a simple majority of votes cast on a vote by a show of hands.
28. The only Persons entitled to vote at the Meeting shall be the Creditors and their Proxy holders.
29. The Monitor shall keep records and tabulations of all votes cast at the Meeting.
30. For the purposes of counting and tabulating the votes, 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 of the definition of "Required Majority" in Section 1.5.49 the Plan; 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 of the Plan.
31. Proven Claims shall not include fractional numbers and shall be rounded down to the nearest whole dollar amount without compensation.

NOTICE TO CREDITORS

32. Any document sent by the Monitor or the Petitioner to any Person pursuant to this Meeting Order may be sent to such Person at their respective address or contact information as set out in the applicable Proof of Claim filed in accordance with the Claims Process Order. Any such service and delivery shall be deemed to have been received:
 - (a) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally;
 - (b) if sent by courier, on the next Business Day following dispatch; and
 - (c) if delivered by email or fax, by 5:00 p.m., on the same Business Day as sending, and if delivered after 5:00p.m. or other than on a Business Day, on the following Business Day.

SANCTION ORDER APPLICATION

33. As soon as practicable following the Meeting, the Monitor shall report to this Court on:
- (a) the voting results with respect to the approval of the Resolution; and
 - (b) any other matter the Monitor considers relevant with respect to the Meeting or the Petitioner's application for the Sanction Order.
34. If the Plan is approved by the Required Majority at the Meeting, the Petitioner shall as soon as practicable bring an application (the "**Sanction Order Application**") for an order approving and sanctioning the Plan (the "**Sanction Order**").
35. A copy of the Sanction Order Application seeking the Sanction Order shall be published on the Monitor's website and served on the Service List as soon as practicable.
36. Publication of the Notice of Meeting to Creditors and this Meeting Order and delivery of the Meeting Materials as provided herein shall constitute good and sufficient service of notice of the Sanction Order Application upon all Persons who may be entitled to receive such service and no other form of service needs to be made and no other materials need to be served on such Persons in respect of the Sanction Order Application other than service on Service List.
37. Any party who wishes to oppose the Sanction Order Application shall serve on counsel for the Petitioner, counsel for the Monitor, and all parties on the Service List, by no later than 4:00 p.m. (Vancouver time) 5 Business Days prior to the Hearing of the Sanction Order Application: (a) an application response in the form prescribed by the British Columbia Supreme Court Civil Rules setting out the basis for such opposition; and (b) a copy of any materials to be relied upon to oppose the Sanction Order Application.
38. If the Sanction Order Application is adjourned, postponed or otherwise rescheduled, only those Persons listed on the Service List or that have filed and served an application response provided herein are required to be served with notice of the adjourned, postponed or otherwise rescheduled date.

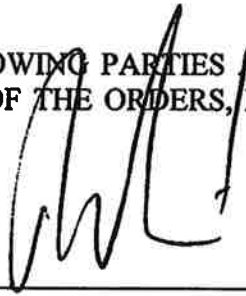
GENERAL PROVISIONS

39. This Court requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Meeting 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 Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Meeting Order.
40. The Petitioner and the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this

Meeting Order and may waive strict compliance with the requirements of this Meeting Order as to the completion, execution and delivery, including with respect to the timing of such delivery, of any documents.

- 41. Subject to further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Meeting Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
- 42. The Petitioner and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Meeting Order, including with respect to the Meeting and Schedules to this Meeting Order, or for such further order(s) as either of them may consider necessary or desirable to amend, supplement or replace this Meeting Order, including any Schedules hereto.
- 43. Endorsement of this Meeting 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
Lawyer for All Canadian Investment
Corporation

By the Court



Registrar



SCHEDULE "A" TO MEETING ORDER**LIST OF COUNSEL**

Name of Counsel:	Counsel for:
Jeremy West	All Canadian Investment Corporation
Douglas B. Hyndman	Boale, Wood & Company Ltd., in its capacity as court-appointed Monitor of All Canadian Investment Corporation
John Whyte	Counsel for Hans-Uwe Andresen
Peter Reardon	Counsel for James Hancock and 1083163 Alberta Ltd.

**SCHEDULE "B" TO MEETING ORDER
PLAN**

**SCHEDULE "C" TO MEETING ORDER
CLAIMS PROCESS ORDER**

SCHEDULE "D" TO MEETING ORDER

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

CREDITOR PROXY

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Meeting Order made in these proceedings November 18, 2019.

In accordance with the Meeting Order, the Petitioner has been authorized to convene a Meeting of the Creditors to consider and vote on whether to accept the plan dated **to be determined** made under the *Companies' Creditors Arrangement Act* (the "CCA") (as may be amended from time to time; the "Plan").

Before completing this proxy, please read carefully the "Instructions for Completion of Proxy" included herewith.

In accordance with the terms of the Meeting Order and the Plan, this proxy may only be filed by Creditors having a Proven Claim.

If any person is to attend the Meeting (or any adjournment thereof) on behalf of a Creditor and vote on the Plan, or if the Creditor wishes to appoint a representative designated by the Monitor to act as the Creditor's proxy, this proxy form must be completed and signed by the Creditor and either: (i) received by the Monitor, Boale, Wood & Company Ltd., by no later

than 5:00 p.m. (Vancouver time) on **to be determined**; or (ii) deposited with the Chair of the Meeting prior to the start of the Meeting.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints _____ or, if nobody is specified, nominates John McEown of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, or such person as he may designate as nominee of the Creditor, with power of substitution, to attend on behalf of and act for the undersigned Creditor at the Meeting to be held in order to consider and, if thought advisable, vote in respect of the resolution to approve the Plan and at any and all adjournments of the Meeting, and to vote the full amount of the Creditor's total Proven Claims as follows:

A. (mark only one):

VOTE FOR approval of the Plan; or

VOTE AGAINST approval of the Plan; and

B. If neither of the options noted above is selected, to vote at the nominee's discretion and otherwise act for and on behalf of the Creditor in respect of any amendments or variations to the Plan or in respect of any other matters that may come before the Meeting, or any adjournment thereof.

Dated at _____ this _____ day of _____, 2019.

Signature: _____ **Name:** _____

(if creditor is an individual) (print name of Creditor as it appears on the Proof of Claim form)

Signature: _____ **Name:** _____

(if creditor is a corporation this section must be completed by a duly authorized officer or attorney of the corporation) **Title:** _____ (print name and title of signatory)

Witness Signature: _____ **Name:** _____

(only applicable if Creditor is an individual) **Phone number:** _____

(print name of witness and include day time phone number)

Phone number of Creditor: _____

Email address of Creditor: _____

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read conjunction with the Plan and the Meeting Order, copies of which are included in the Meeting Materials delivered to you and are available on the Monitor's website at: <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>.
2. Each Creditor who has a right to vote at the Meeting has the right to appoint a person (who does not need to be a Creditor) to attend, act, and vote for and on their behalf at the Meeting, or any adjournments thereof, and such right may be exercised by inserting in the space provided the name of the person to be appointed
3. If no name has been inserted in the space provided, John McEown of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, or such other representative of the Monitor as he may designate, shall be deemed to be appointed as proxy holder for the Creditor, with the power of substitution.
4. If an officer of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, is appointed or is deemed to be appointed as proxy holder, and the Creditor fails to indicate a vote for or against the approval of the Plan on this proxy, this proxy will be voted **FOR** approval of the Plan.
5. If the proxy is not dated in the space provided therefor, it shall be deemed to bear the date on which it is received by the Monitor.
6. This proxy must be signed by the Creditor or by his or her attorney duly authorized in writing or, where the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
7. Valid proxies bearing or deemed to be bearing a later date shall revoke this proxy. In the event that more than one valid proxy for the same Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purposes of the vote.
8. This proxy must be received by the Monitor by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or delivery by no later than 5:00 pm (Vancouver Time) on **to be determined**, at the following address:

Boale, Wood & Company Ltd.
 Court-appointed Monitor of All Canadian Investment Corporation
 1140 – 800 West Pender Street,
 Vancouver, BC V6C 2V6
 Attention: John McEown
9. This proxy may also be deposited with the Chair of the Meeting prior to commencement of the Meeting and no proxy will be accepted by the Chair of the Meeting after commencement of the Meeting.

SCHEDULE "E" TO MEETING ORDER

NEWSPAPER NOTICE

**NOTICE OF MEETING OF CREDITORS OF
ALL CANADIAN INVESTMENT CORPORATION
PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT***

This notice is being published pursuant to an Order of the Supreme Court of British Columbia made November 18, 2019 (the "**Meeting Order**") which established the procedure for the Petitioner, All Canadian Investment Corporation ("**ACIC**"), to call, hold and conduct a meeting (the "**Meeting**") of creditors of ACIC to consider and pass a resolution, if thought advisable, approving the Plan of Arrangement of ACIC dated as of **[to be determined]** (as the same may be amended, restated or supplemented from time to time, the "**Plan**") and to transact such other business as may be properly brought before the Meeting. The Meeting will be held at the following time and location:

DATE: **[to be determined]**

TIME: 10:00 a.m. (Vancouver time)

LOCATION: **[to be determined]**

ONLY THOSE CREDITORS WITH PROVEN CLAIMS AS AT THE VOTING RECORD DEADLINE OF 5:00 P.M. (VANCOUVER TIME) ON **[TO BE DETERMINED] SHALL BE ENTITLED TO ATTEND AND VOTE ON THE RESOLUTION TO APPROVE THE PLAN AT THE MEETING.**

Creditors may obtain copies of the Plan, information about the Plan and the Meeting, as well as any amendments that may be made to the Plan, on the Monitor's website at <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/> or by contacting the Monitor by telephone at 604-605-3335, fax at 604-605-3359, or email at jmceown@boalewood.ca or mting@boalewood.ca.

If the Plan is approved by the required majority of the Creditors in accordance with the *Companies' Creditors Arrangement Act* and the Meeting Order, the Petitioner intends to bring an application to the Court on **[to be determined]** for an order approving and sanctioning the Plan.

SCHEDULE "F" TO MEETING ORDER

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

NOTICE OF MEETING TO CREDITORS

NOTICE IS HEREBY GIVEN that the Petitioner, All Canadian Investment Corporation, has filed with the Supreme Court of British Columbia (the "**Court**") a plan of arrangement dated [to be determined] (as may be amended from time to time, the "**Plan**") pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

The Plan contemplates the realization of all of the Petitioner's assets and the distribution of proceeds in accordance with the priority scheme provided for in the Plan. There is one class of Creditors under the Plan, being the Creditors Class.

NOTICE IS ALSO HEREBY GIVEN that a meeting of the Creditors (the "**Meeting**") will be held at [to be determined] on [to be determined] beginning at 10:00 a.m. (Vancouver time) for the purpose of considering and, if thought advisable by the

Creditors, voting in favour of a resolution (the “**Resolution**”) to approve the Plan and to transact such other business as may properly come before the Meeting or any adjournment thereof. The Meeting is being held pursuant to an Order of the Court made on November 18, 2019 (the “**Meeting Order**”).

For the Creditor Class, the quorum for the Meeting is the presence, in person or by proxy, of one Creditor entitled to vote at the Meeting.

Creditors may vote in person or by proxy at the Meeting. For the Resolution to be approved at the Meeting, at least 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, must vote in favour of the Resolution. The Plan must also be sanctioned by a final Order of the Court under the CCAA.

The Monitor's Report to the Court reporting on the results of the vote on the Plan at the Meeting will be posted on the Monitor's website (<https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>) on or before **[to be determined].**

NOTICE IS ALSO HEREBY GIVEN that the application for an Order to approve and sanction the Plan will be brought by the Petitioner on **[to be determined]**, or such later date as may be determined (the “**Sanction Order Application**”). At the same time, the Petitioner will also seek certain other relief specified in the Plan. Subject to the satisfaction of the conditions necessary to implement the Plan, all claims will be dealt with in accordance with the terms of the Plan.

Any Creditor who is entitled and wishes to vote at the Meeting but is unable to attend the Meeting is required to date, sign, and return the enclosed proxy by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or delivery at the following address:

Boale, Wood & Company Ltd.
 Court-appointed Monitor of All Canadian Investment Corporation
 1140 – 800 West Pender Street,
 Vancouver, BC V6C 2V6
 Attention: John McEown

In order to be valid and voted at the Meeting, a proxy must be either (i) received by the Monitor by **5:00 p.m. (Vancouver time) on [to be determined]**; or (ii) deposited with the chair of the Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of the Meeting.

The Monitor's address for the purpose of filing forms of proxy and for obtaining any additional information or materials related to the Meeting is as provided above.

SCHEDULE "F" TO MEETING ORDER

Boale, Wood & Company Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
1140 – 800 West Pender Street,
Vancouver, BC V6C 2V6
Attention: John McEown
Email: jmceown@boalewood.ca
mting@boalewood.ca

IT IS IMPORTANT THAT CREDITORS NOTE THE FOLLOWING: Only those Creditors that are on the Service List will be provided with further notice of the Sanction Order Application, the materials filed in support of the Sanction Order Application (including the Monitor's Report to Court reporting on the results of vote of the Meeting) and any adjournment of the Sanction Order Application. **These materials, and any notice of adjournment of the Meeting and the Sanction Order Application will be posted on the Monitor's website at: <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>, which is updated regularly.** All Creditors seeking updated information on the Plan, the Meeting, the Sanction Order Application, and these proceedings are directed to the Monitor's website.

This notice is given by the Petitioner pursuant to the Meeting Order and is dated this **10th** **day** of **November**, 2017.

**Court file 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

AND

IN THE MATTER OF ALL CANADIAN INVESTMENT CORPORATION

(the "Petitioner")

MONITOR'S TWENTY-SIXTH REPORT TO COURT

MONITOR'S REPORT ON THE PLAN

NOVEMBER 27, 2020

McEown and Associates Ltd.

Monitor appointed in the
Companies' Creditors Arrangement Act proceedings of
All Canadian Investment Corporation

**Suite 110 – 744 West Hastings Street
Vancouver, B.C. V6C 1A5**

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A. INTRODUCTION

1. This report (the “**Twenty-Sixth Report**”) is filed by McEown and Associate Ltd. (“**McEown**”) in its capacity as monitor (the “**Monitor**”) appointed in a proceeding commenced on November 8, 2017 by All Canadian Investment Corporation (the “**Petitioner**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.-36, as amended (the “**CCAA Proceedings**”).
2. The purpose of the Twenty-Sixth Report is to provide the Court with the Monitor’s report on the Plan of Arrangement.

B. DISCLAIMER AND TERMS OF REFERENCE

3. Except as specified, in preparing this report the Monitor has obtained and relied upon unaudited, draft and/or internal information which Management advises has been compiled from the Petitioner's books and records. Where available, the Monitor has reviewed external records and documentation including post-filing banking records, corporate searches and financial statements.
4. Except as otherwise described in this report:
 - a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook; and
 - b) the Monitor has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.
5. This Report have been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.

C. REPORT ON PLAN OF ARRANGEMENT

Plan of Arrangement

6. On November 14, 2019 the Petitioner filed a Notice of Application presenting its draft Plan of Arrangement (the “**Plan**”) to the Court for review and consideration. On November 18, 2019 the Plan received preliminary approval from Mr. Justice Walker subject to the review and amendment, with the approval of the Monitor, of paragraphs 4.4 and 4.5 of the Plan.

7. Paragraphs 4.4 and 4.5 of the Plan specifically dealt with:
 - a. the granting of releases, effective as of the Plan Implementation Date (as defined in the Plan) in favour of:
 - i. the Petitioner and its legal counsel in these proceedings;
 - ii. the Monitor and its legal counsel in these proceedings;
 - iii. any person claimed to be liable derivatively through any and all of the foregoing persons; and
 - b. an injunction, effective as of the Plan Implementation Date, prohibiting the commencement or continuation of legal proceedings and other related enforcement steps, 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, that would be a claim provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*.

8. On May 19, 2020, by Order of the court, paragraphs 4.4 and 4.5 of the Plan were amended to address the issues raised by the Court. In particular:
 - a. the releases found at paragraph 4.4 of the Plan in favour of the Petitioner, and any person claimed to be liable derivatively through the Petitioner, were removed; and

- b. the permanent injunction provisions found at paragraph 4.5 of the Plan were deleted.

9. On October 26, 2020, the Petitioner filed a Notice of Application seeking directions with respect to a proposed amendment to the Plan which would provide for interest to accrue on the Proven Claims of Creditors from the date of the Initial Order (November 10, 2017) to the date of payment, to be calculated at the rate of 5% per annum, consistent with s. 143 of the *Bankruptcy and Insolvency Act*. On November 3, 2020 the court authorized and directed the Petitioner to make that amendment to the Plan.

10. Attached as Appendix "A" to this Report is a copy of the Plan which will be presented to Creditors by the Petitioner.

11. The Plan, as presented, provides for a coordinated wind up and liquidation of the Petitioner's assets so as to realize the greatest possible recovery to stakeholders and the subsequent distribution of those assets in accordance with the following priorities:
 - a. amounts due and owing under the Administrative Charge;
 - b. amounts due and owing under the Director's Charge (it is not presently contemplated that any payments will be required);
 - c. amounts due and owing to Creditors;
 - d. amounts due and owing under the Representative Council Charge; and
 - e. distribution of the balance to Preferred Shareholders.

12. Based on the Monitor's present realization estimates as detailed in the Monitor's 25th Report to Court, it is anticipated that if the Plan is approved by Creditors the Proven Claims, together with interest calculated in accordance with the Order made November 3, 2020, will be paid in full.

The Claims Process

13. On November 18, 2019 the court made an order approving a claims process for creditors to file their claims against the Petitioner (the “**Claims Process**”). The Monitor reported on the Claims Process in its Monitor’s Nineteenth Report to Court dated January 28, 2020 and the Report Supplemental to the Monitor’s Nineteenth Report to court dated February 18, 2020 (together referred to hereinafter as the “**Monitor’s Claims Report**”).
14. On May 19, 2020 the claims by creditors which had been submitted and approved by the Monitor in accordance with the terms of the Claims Process were confirmed by the supervising judge as “**Proven Claims**” for the purposes of the Plan. The court subsequently dismissed an appeal of the Monitor’s disallowance of a claim filed by Parkland Funding Limited (under the Claims Process) as a result of which the claims listed at Appendix “B” of this Report have been confirmed as “**Proven Claims**” for the purposes of the Plan.

The Meeting to Vote on the Plan of Arrangement

15. On November 18, 2019 the court pronounced a Meeting Order, which sets out the procedure for the meeting of creditors to vote on the Plan (the “**Meeting Order**”). Attached as Appendix “C” to this Report is an entered copy of the Meeting Order. On May 19, 2020 a minor amendment was made to the Meeting Order to allow it to proceed, at the Monitor’s discretion, by way of audio or video conference.

16. The Petitioner, with the Monitor's approval, will be scheduling the meeting to vote on the plan for 10:00 a.m. (Vancouver time) Monday, December 21, 2020 (the "**Meeting**"). As a result of the COVID-19 pandemic, and in order to address any potential issues which may arise as a result of future Public Health Orders, the Monitor has determined that the Meeting will proceed by video conference as permitted by the May 19, 2020 amendment made to the Meeting Order.

17. Voting at the meeting will be restricted to Creditors who have "**Proven Claims**", a list of whom can be found at Appendix "B". The amount which may be voted (or deemed to have been voted) by a Creditor shall be the amount of their Proven Claim.

18. In accordance with the terms of the Meeting Order the Monitor is required, in advance of the Meeting, to:
 - a. publish on the website (<https://www.mceownassociates.com/all-canadian-investment-corporation>), and deliver to Creditors, the following documents:
 - i. Meeting Order;
 - ii. Monitor's Report on the Plan;
 - iii. Notice of Meeting;
 - iv. Creditor Proxy; and
 - v. Plan;
 - b. publish a newspaper notice in The Vancouver Sun.

19. A Creditor is entitled to nominate a proxy to attend the Meeting on their behalf. The process for appointing a proxy is set out in the Creditor Proxy which will be delivered to all Creditors and is attached at Appendix "D". A Creditor is also able to nominate the Monitor as its proxy. If a Creditor wishes to appoint a proxy for the purposes of the Meeting the executed Creditor Proxy must be received by the Monitor by 5:00 p.m., Friday, December 18, 2020.

20. In order for the Plan to be approved a Required Majority of affirmative votes is necessary, which means:
 - a. a simple majority in number of those Creditors who actually vote upon the Plan (in person or by proxy) at the Meeting; and
 - b. a two-thirds majority in value of Proven Claims of Creditors who actually vote upon the Plan (in person or by proxy) at the Meeting.
21. Creditors who do not vote upon the Plan (in person or by proxy) at the Meeting will not be considered for the purposes of determining a simple majority in number or a two-thirds majority in value.
22. Each Creditor will receive one vote for each \$1.00 of its Proven Claim for the purposes of determining the two-thirds majority in value required for the approval of the Plan.

Monitor's recommendation with respect to the Plan

23. The Plan contemplates a continuation of the orderly liquidation of the Petitioner's assets that, in the Monitor's view, will maximize the realization on the Petitioner's assets and, therefore, maximize the recovery to the creditors and preferred shareholders.
24. The alternative to the Plan would be a bankruptcy that, in the Monitor's opinion, would increase the professional fees and reduce the realization on the Petitioner's assets and, therefore, reduce the recovery to the stakeholders.

25. The Monitor recommends that the Proven Creditors vote in favour of the Plan as an orderly liquidation of the Petitioner's assets as contemplated by the Plan will result in the highest recovery to the Proven Creditors. As mentioned earlier in this report, the Monitor's present realization estimates as detailed in its 25th Report to Court, is expected to result in the Proven Claims being paid in full together with interest calculated in accordance with the Order made November 3, 2020.

Result if Plan is not Approved by Creditors

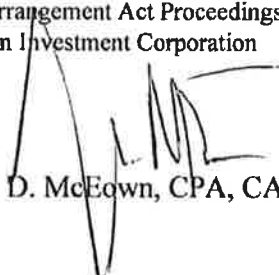
26. If at the meeting of creditors the Plan is not approved, the Monitor's will be seeking direction from the Court to bankrupt the Petitioner.

D. CONCLUSIONS AND RECOMMENDATIONS

27. The Petitioner has completed the Claims Process, applied to and obtained approval of the Plan and will be proceeding with a meeting of the Proven Creditor's on December 21, 2020 to approve the Plan.
28. The Monitor is of the view that the Plan will maximize the recovery to the creditors and preferred shareholders and, therefore, recommends that the Proven Creditors approve the Plan.
29. If the Creditors do not approve the Plan, a bankruptcy of the Petitioner will likely result that will reduce the recovery to the creditors and preferred shareholders.

DATED at the City of Vancouver, British Columbia, this 27th day of November, 2020.

McEown and Associates Ltd.
Monitor Appointed in the Companies'
Creditors Arrangement Act Proceedings of
All Canadian Investment Corporation

Per:  John D. McEown, CPA, CA, CIRP, LIT

APPENDIX A

The 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

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

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 and
November 3, 2020.

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:
<https://www.mccownassociates.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.

3.9 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.

3.10 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.

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	-
3.	Deadline for Creditors to deliver Proofs of Claim	January 10, 2020	Claims Bar Date
4.	Delivery of Creditors' meeting material	November 27, 2020	
5.	Creditors' Meeting	December 21, 2020	Creditors' Meeting Date
6.	Hearing of Application for Final Order	As soon as practicable after the Meeting Date	
7.	Termination of Stay of Proceedings in CCAA Proceedings	TBD	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

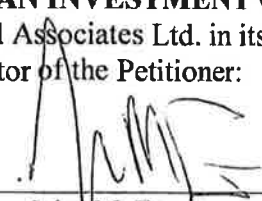
The Petitioner reserves the right to revoke or withdraw this Plan at any time prior to the Plan Implementation Date and to file subsequent plans of reorganization or arrangement. If the Petitioner revokes or withdraw this Plan:

- (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.

APPENDIX B

List of Proven Claims

Schedule "B" Proven Claims

Creditor Name	Amount
Douglas Allan Richardson	154,333.33
James Murray Hancock	1,016,297.09
Clifford George Renfrew	77,166.67
Ajit Singh Gill & Simro Gill	154,333.33
Palatee Enterprises Limited (c/o Fred Bell)	154,333.33
Christopher G. Murray	154,333.33
Econ-o-Lith Printing Ltd. George Bradley Cmolik & Norah Beatrice Wallbank	154,333.33
Harper Grey LLP	4,184.89
Robert William Lockhart	205,777.76
Mervyn & Margaret Olson	154,333.33
1083163 Alberta Ltd.	517,777.72
Joan Margaret Renfrew	77,166.67
Roy Bailey	154,333.33
Wenge Yu	154,333.33
Donald H. Buchanan	154,333.33
Grover, Elliott & Co. Ltd.	1,904.44
Koffman Kalef LLP	476.00
Koffman Kalef LLP	1,036.41
Clark Wilson LLP	14,592.71

ACIC CJ Properties Ltd.	24,000.00	
ACIC CJ Properties Ltd.	72,495.94	
ACIC Financial Development Inc. ("AFDI")	205,000.00	With Conditions
BDO Canada LLP	4,971.50	With Conditions
BDO Canada LLP	<u>30,296.70</u>	With Conditions
Total	\$3,796,477.80	

APPENDIX C

**Order of the Honourable Mr. Justice Walker
dated November 18, 2019
re: Meeting Order**



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
(MEETING ORDER)

BEFORE THE HONOURABLE) THE 18th DAY OF
MR. JUSTICE WALKER)
)
) NOVEMBER 2019

ON THE APPLICATION of All Canadian Investment Corporation (the "Petitioner") dated November 14, 2019 coming on for hearing at Vancouver, British Columbia on this 18th day November 2019, and on hearing Jeremy D. West, counsel for the Petitioner and those other counsel listed on Schedule "A" hereto AND UPON READING the material filed 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.

DEFINITIONS AND INTERPRETATION

2. All capitalized terms not otherwise defined in this Meeting Order shall have the meanings ascribed to them in the plan of the Petitioners attached hereto as **Schedule "B"** (the **"Plan"**), the Claims Process Order, and the following terms in this Meeting Order shall have the following meanings:
- (a) **"Creditor Proxy"** means the form of proxy for a Creditor, which shall be substantially in the form attached hereto as **Schedule "D"**;
 - (b) **"Chair"** means John McEown of the Monitor or such other representative of the Monitor as it may designate who shall preside as the chair of the Meeting and, subject to this Meeting Order or any further order of this Court, shall decide all matters relating to the conduct of the Meeting;
 - (c) **"Claims Process Order"** means the order pronounced in these proceedings on November 18, 2020 attached hereto as **Schedule "C"**;
 - (d) **"Meeting Date"** means the date to be determined by the Monitor, or the Court, after completion of the Claims Process subject to any adjournment, postponement, other rescheduling or further Order of this Court;
 - (e) **"Meeting Materials"** has the meaning ascribed to it in paragraph 14 hereof;
 - (f) **"Newspaper Notice"** means a notice of this Meeting Order, the Meeting and the Meeting Date, to be published in accordance with paragraph 13 hereof, which shall be substantially in the form attached hereto as **Schedule "E"**;
 - (g) **"Notice of Meeting to Creditors"** means a notice of this Meeting Order, the Meeting and the Meeting Date, which shall be substantially in the form attached hereto as **Schedule "F"**;
 - (h) **"Proxy"** means the Creditor Proxy;
 - (i) **"Resolution"** means the definition set out at section 3.6(g) of the Plan;
 - (j) **"Sanction Order Application"** has the meaning ascribed to it in paragraph 34 hereof;
 - (k) **"Sanction Order"** has the meaning ascribed to it in paragraph 34 hereof;
 - (l) **"Voting Creditors"** means Creditors with Proven Claims; and
 - (m) **"Voting Deadline"** means 5:00 p.m. (Vancouver Time) on the Meeting Date.
3. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that

occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

4. Dollar amounts referenced in this Meeting Order are expressed in Canadian dollars unless otherwise noted.
5. All references to the singular herein include the plural and the plural include the singular.

PLAN

6. The Plan is hereby accepted for filing and the Petitioner is hereby authorized to present the Plan to the Creditors at the Meeting, in order to seek approval of the Resolution by the Creditors accordance with the terms of this Meeting Order and the Plan.
7. Each of the Schedules to this Meeting Order is hereby approved in substantially the forms attached hereto.
8. Before and during the Meeting, and without the need for any further order of this Court, and with the prior consent of the Monitor, the Petitioner may amend the Plan by written instrument. The Monitor will advise all Creditors present at the Meeting of the details of any such amendment prior to the vote being taken to approve the Resolution.
9. After the Meeting, the Petitioner may at any time and from time to time amend the Plan:
 - (a) without an Order if, in the opinion of the Monitor, such amendment would not be materially prejudicial to the interests of the Creditors or the Preferred Shareholders under the Plan or is necessary to give effect to the full intent of the Plan or the Sanction Order; or
 - (b) pursuant to an Order made on notice to all Persons potentially affected by such variation, amendment, modification or supplement.
10. The Monitor shall, as soon as practicable, post on the Website any modification, amendment, variation or supplement to the Plan, and forthwith provide notice of such posting to the Service List.

CLASSIFICATION

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

NOTICE OF MEETING AND DELIVERY OF MATERIALS TO CREDITORS

12. The Petitioner is hereby authorized to convene, hold and conduct the Meeting at 10:00 a.m. (Vancouver time) on the Meeting Date at a location to be determined by the Monitor, for the purpose of considering and, if deemed advisable, passing the Resolution unless the Chair, as provided herein, decides to adjourn, postpone or otherwise

reschedule the Meeting.

13. The Newspaper Notice shall be published by the Monitor in the Vancouver Sun newspaper no less than 14 days prior to the Meeting.
14. By no later than 21 days prior to the Meeting Date, the Monitor shall publish the following documents (collectively, the "Meeting Materials") on the Website:
 - (a) a copy of this Meeting Order;
 - (b) the Monitor's Report on the Plan;
 - (c) the Notice of Meeting;
 - (d) the Creditor Proxy; and
 - (e) the Plan.
15. The Petitioner, with the consent of the Monitor, is hereby authorized to vary, amend, modify or supplement any of the Meeting Materials, and the Monitor shall distribute or make available any such amended form by posting it on the Website.
16. By no later than 21 days prior to the Meeting Date, the Monitor shall send to each Creditor, at the address provided for in the Proof of Claim filed pursuant to the Claims Process Order, copies of:
 - (a) this Meeting Order;
 - (b) the Monitor's Report on the Plan;
 - (c) the Notice of Meeting;
 - (d) the Creditor Proxy; and
 - (e) the Plan
17. The publication, transmission and delivery provided herein, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or represented by proxy at the Meeting, or who may wish to appear in these proceedings, and no other form of notice or service needs to be made on such Persons, and no other document or material needs to be served on such Persons in respect of these proceedings, the Plan and the Meeting.
18. The accidental failure to transmit or deliver the Meeting Materials by the Monitor in accordance with this Meeting Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the passing of the Resolution or any other proceedings taken at the Meeting.

CONDUCT AT THE MEETING

19. The amount of which may be voted (or is deemed to have been voted) by a Creditor shall be the amount of the Proven Claim, or as otherwise determined by the final determination of any Disputing Creditor Application or Disputing Petitioner Application, as at the Voting Deadline.
20. The Chair shall decide all matters relating to the conduct of the Meeting.
21. 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.
22. 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 and officers 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.
23. 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 order to be voted at the Meeting and must be:
- (a) delivered to the Monitor by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or by delivery to the Monitor's office located at:
- Boale, Wood & Company Ltd.
1140 – 800 West Pender Street
Vancouver, BC V6C 2V6
Attention: John McEown
- (b) deposited with the Chair before the beginning of the Meeting (or any such adjournment, postponement or other rescheduling thereof).
24. The quorum required at the Meeting shall be one Creditor present in person or by Proxy and entitled to vote at the Meeting.
25. 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. The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled Meeting and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Monitor's website.
26. The Chair is hereby authorized to adjourn, postpone or otherwise reschedule the Meeting, on one or more occasions, to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Meeting for the purpose of any adjournment, postponement or other rescheduling thereof). The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled Meeting and may, if he or

she deems it appropriate, restrict such notice to a notice posted on the Monitor's website.

VOTING PROCEDURE

27. At the Meeting, the Creditors shall vote on the Resolution, and the approval of the Resolution will be decided by the Required Majority on a ballot vote, and any other matter submitted for a vote at the Meeting shall be decided by a simple majority of votes cast on a vote by a show of hands.
28. The only Persons entitled to vote at the Meeting shall be the Creditors and their Proxy holders.
29. The Monitor shall keep records and tabulations of all votes cast at the Meeting.
30. For the purposes of counting and tabulating the votes, 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 of the definition of "Required Majority" in Section 1.5.49 the Plan; 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 of the Plan.
31. Proven Claims shall not include fractional numbers and shall be rounded down to the nearest whole dollar amount without compensation.

NOTICE TO CREDITORS

32. Any document sent by the Monitor or the Petitioner to any Person pursuant to this Meeting Order may be sent to such Person at their respective address or contact information as set out in the applicable Proof of Claim filed in accordance with the Claims Process Order. Any such service and delivery shall be deemed to have been received:
 - (a) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally;
 - (b) if sent by courier, on the next Business Day following dispatch; and
 - (c) if delivered by email or fax, by 5:00 p.m., on the same Business Day as sending, and if delivered after 5:00p.m. or other than on a Business Day, on the following Business Day.

SANCTION ORDER APPLICATION

33. As soon as practicable following the Meeting, the Monitor shall report to this Court on:
- (a) the voting results with respect to the approval of the Resolution; and
 - (b) any other matter the Monitor considers relevant with respect to the Meeting or the Petitioner's application for the Sanction Order.
34. If the Plan is approved by the Required Majority at the Meeting, the Petitioner shall as soon as practicable bring an application (the "Sanction Order Application") for an order approving and sanctioning the Plan (the "Sanction Order").
35. A copy of the Sanction Order Application seeking the Sanction Order shall be published on the Monitor's website and served on the Service List as soon as practicable.
36. Publication of the Notice of Meeting to Creditors and this Meeting Order and delivery of the Meeting Materials as provided herein shall constitute good and sufficient service of notice of the Sanction Order Application upon all Persons who may be entitled to receive such service and no other form of service needs to be made and no other materials need to be served on such Persons in respect of the Sanction Order Application other than service on Service List.
37. Any party who wishes to oppose the Sanction Order Application shall serve on counsel for the Petitioner, counsel for the Monitor, and all parties on the Service List, by no later than 4:00 p.m. (Vancouver time) 5 Business Days prior to the Hearing of the Sanction Order Application: (a) an application response in the form prescribed by the British Columbia Supreme Court Civil Rules setting out the basis for such opposition; and (b) a copy of any materials to be relied upon to oppose the Sanction Order Application.
38. If the Sanction Order Application is adjourned, postponed or otherwise rescheduled, only those Persons listed on the Service List or that have filed and served an application response provided herein are required to be served with notice of the adjourned, postponed or otherwise rescheduled date.

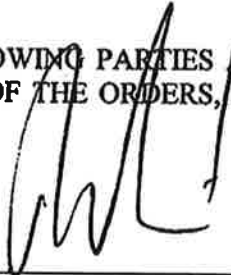
GENERAL PROVISIONS

39. This Court requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Meeting 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 Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Meeting Order.
40. The Petitioner and the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this

Meeting Order and may waive strict compliance with the requirements of this Meeting Order as to the completion, execution and delivery, including with respect to the timing of such delivery, of any documents.

- 41. Subject to further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Meeting Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
- 42. The Petitioner and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Meeting Order, including with respect to the Meeting and Schedules to this Meeting Order, or for such further order(s) as either of them may consider necessary or desirable to amend, supplement or replace this Meeting Order, including any Schedules hereto.
- 43. Endorsement of this Meeting 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
Lawyer for All Canadian Investment
Corporation

By the Court



Registrar



SCHEDULE "A" TO MEETING ORDER**LIST OF COUNSEL**

Name of Counsel:	Counsel for:
Jeremy West	All Canadian Investment Corporation
Douglas B. Hyndman	Boale, Wood & Company Ltd., in its capacity as court-appointed Monitor of All Canadian Investment Corporation
John Whyte	Counsel for Hans-Uwe Andresen
Peter Reardon	Counsel for James Hancock and 1083163 Alberta Ltd.

**SCHEDULE "B" TO MEETING ORDER
PLAN**

**SCHEDULE "C" TO MEETING ORDER
CLAIMS PROCESS ORDER**

SCHEDULE "D" TO MEETING ORDER

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

CREDITOR PROXY

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Meeting Order made in these proceedings November 18, 2019.

In accordance with the Meeting Order, the Petitioner has been authorized to convene a Meeting of the Creditors to consider and vote on whether to accept the plan dated **to be determined** made under the *Companies' Creditors Arrangement Act* (the "CCAA") (as may be amended from time to time; the "Plan").

Before completing this proxy, please read carefully the "Instructions for Completion of Proxy" included herewith.

In accordance with the terms of the Meeting Order and the Plan, this proxy may only be filed by Creditors having a Proven Claim.

If any person is to attend the Meeting (or any adjournment thereof) on behalf of a Creditor and vote on the Plan, or if the Creditor wishes to appoint a representative designated by the Monitor to act as the Creditor's proxy, this proxy form must be completed and signed by the Creditor and either: (i) received by the Monitor, Boale, Wood & Company Ltd., by no later

than 5:00 p.m. (Vancouver time) on **to be determined**; or (ii) deposited with the Chair of the Meeting prior to the start of the Meeting.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints _____ or, if nobody is specified, nominates John McEown of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, or such person as he may designate as nominee of the Creditor, with power of substitution, to attend on behalf of and act for the undersigned Creditor at the Meeting to be held in order to consider and, if thought advisable, vote in respect of the resolution to approve the Plan and at any and all adjournments of the Meeting, and to vote the full amount of the Creditor's total Proven Claims as follows:

A. (mark only one):

VOTE FOR approval of the Plan; or

VOTE AGAINST approval of the Plan; and

B. If neither of the options noted above is selected, to vote at the nominee's discretion and otherwise act for and on behalf of the Creditor in respect of any amendments or variations to the Plan or in respect of any other matters that may come before the Meeting, or any adjournment thereof.

Dated at _____ this _____ day of _____, 2019.

Signature: _____ **Name:** _____

(if creditor is an individual)

(print name of Creditor as it appears on the Proof of Claim form)

Signature: _____ **Name:** _____

(if creditor is a corporation this section must be completed by a duly authorized officer or attorney of the corporation)

Title: _____

(print name and title of signatory)

Witness Signature: _____ **Name:** _____

(only applicable if Creditor is an individual)

Phone number: _____

(print name of witness and include day time phone number)

Phone number of Creditor: _____

Email address of Creditor: _____

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read conjunction with the Plan and the Meeting Order, copies of which are included in the Meeting Materials delivered to you and are available on the Monitor's website at: <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>.
2. Each Creditor who has a right to vote at the Meeting has the right to appoint a person (who does not need to be a Creditor) to attend, act, and vote for and on their behalf at the Meeting, or any adjournments thereof, and such right may be exercised by inserting in the space provided the name of the person to be appointed
3. If no name has been inserted in the space provided, John McEown of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, or such other representative of the Monitor as he may designate, shall be deemed to be appointed as proxy holder for the Creditor, with the power of substitution.
4. If an officer of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, is appointed or is deemed to be appointed as proxy holder, and the Creditor fails to indicate a vote for or against the approval of the Plan on this proxy, this proxy will be voted **FOR** approval of the Plan.
5. If the proxy is not dated in the space provided therefor, it shall be deemed to bear the date on which it is received by the Monitor.
6. This proxy must be signed by the Creditor or by his or her attorney duly authorized in writing or, where the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
7. Valid proxies bearing or deemed to be bearing a later date shall revoke this proxy. In the event that more than one valid proxy for the same Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purposes of the vote.
8. This proxy must be received by the Monitor by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or delivery by no later than 5:00 pm (Vancouver Time) on **17** **11** **2017**, at the following address:

Boale, Wood & Company Ltd.
 Court-appointed Monitor of All Canadian Investment Corporation
 1140 – 800 West Pender Street,
 Vancouver, BC V6C 2V6
 Attention: John McEown
9. This proxy may also be deposited with the Chair of the Meeting prior to commencement of the Meeting and no proxy will be accepted by the Chair of the Meeting after commencement of the Meeting.

SCHEDULE "E" TO MEETING ORDER

NEWSPAPER NOTICE

**NOTICE OF MEETING OF CREDITORS OF
ALL CANADIAN INVESTMENT CORPORATION
PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT**

This notice is being published pursuant to an Order of the Supreme Court of British Columbia made November 18, 2019 (the "Meeting Order") which established the procedure for the Petitioner, All Canadian Investment Corporation ("ACIC"), to call, hold and conduct a meeting (the "Meeting") of creditors of ACIC to consider and pass a resolution, if thought advisable, approving the Plan of Arrangement of ACIC dated as of **to be determined** (as the same may be amended, restated or supplemented from time to time, the "Plan") and to transact such other business as may be properly brought before the Meeting. The Meeting will be held at the following time and location:

DATE: **to be determined**

TIME: 10:00 a.m. (Vancouver time)

LOCATION: **to be determined**

ONLY THOSE CREDITORS WITH PROVEN CLAIMS AS AT THE VOTING RECORD DEADLINE OF 5:00 P.M. (VANCOUVER TIME) ON **TO BE DETERMINED SHALL BE ENTITLED TO ATTEND AND VOTE ON THE RESOLUTION TO APPROVE THE PLAN AT THE MEETING.**

Creditors may obtain copies of the Plan, information about the Plan and the Meeting, as well as any amendments that may be made to the Plan, on the Monitor's website at <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/> or by contacting the Monitor by telephone at 604-605-3335, fax at 604-605-3359, or email at jmceown@boalewood.ca or mting@boalewood.ca.

If the Plan is approved by the required majority of the Creditors in accordance with the *Companies' Creditors Arrangement Act* and the Meeting Order, the Petitioner intends to bring an application to the Court on **to be determined** for an order approving and sanctioning the Plan.

SCHEDULE "F" TO MEETING ORDER

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

NOTICE OF MEETING TO CREDITORS

NOTICE IS HEREBY GIVEN that the Petitioner, All Canadian Investment Corporation, has filed with the Supreme Court of British Columbia (the "**Court**") a plan of arrangement dated [to be determined] (as may be amended from time to time, the "Plan") pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

The Plan contemplates the realization of all of the Petitioner's assets and the distribution of proceeds in accordance with the priority scheme provided for in the Plan. There is one class of Creditors under the Plan, being the Creditors Class.

NOTICE IS ALSO HEREBY GIVEN that a meeting of the Creditors (the "**Meeting**") will be held at [to be determined] on [to be determined] beginning at 10:00 a.m. (Vancouver time) for the purpose of considering and, if thought advisable by the

Creditors, voting in favour of a resolution (the “**Resolution**”) to approve the Plan and to transact such other business as may properly come before the Meeting or any adjournment thereof. The Meeting is being held pursuant to an Order of the Court made on November 18, 2019 (the “**Meeting Order**”).

For the Creditor Class, the quorum for the Meeting is the presence, in person or by proxy, of one Creditor entitled to vote at the Meeting.

Creditors may vote in person or by proxy at the Meeting. For the Resolution to be approved at the Meeting, at least 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, must vote in favour of the Resolution. The Plan must also be sanctioned by a final Order of the Court under the CCAA.

The Monitor's Report to the Court reporting on the results of the vote on the Plan at the Meeting will be posted on the Monitor's website (<https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>) on or before [to be determined].

NOTICE IS ALSO HEREBY GIVEN that the application for an Order to approve and sanction the Plan will be brought by the Petitioner on [to be determined], or such later date as may be determined (the “**Sanction Order Application**”). At the same time, the Petitioner will also seek certain other relief specified in the Plan. Subject to the satisfaction of the conditions necessary to implement the Plan, all claims will be dealt with in accordance with the terms of the Plan.

Any Creditor who is entitled and wishes to vote at the Meeting but is unable to attend the Meeting is required to date, sign, and return the enclosed proxy by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or delivery at the following address:

Boale, Wood & Company Ltd.
 Court-appointed Monitor of All Canadian Investment Corporation
 1140 – 800 West Pender Street,
 Vancouver, BC V6C 2V6
 Attention: John McEown

In order to be valid and voted at the Meeting, a proxy must be either (i) received by the Monitor by **5:00 p.m. (Vancouver time) on [to be determined]**; or (ii) deposited with the chair of the Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of the Meeting.

The Monitor's address for the purpose of filing forms of proxy and for obtaining any additional information or materials related to the Meeting is as provided above.

SCHEDULE "F" TO MEETING ORDER

Boale, Wood & Company Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
1140 – 800 West Pender Street,
Vancouver, BC V6C 2V6
Attention: John McEown
Email: jmceown@boalewood.ca
mting@boalewood.ca

IT IS IMPORTANT THAT CREDITORS NOTE THE FOLLOWING: Only those Creditors that are on the Service List will be provided with further notice of the Sanction Order Application, the materials filed in support of the Sanction Order Application (including the Monitor's Report to Court reporting on the results of vote of the Meeting) and any adjournment of the Sanction Order Application. **These materials, and any notice of adjournment of the Meeting and the Sanction Order Application will be posted on the Monitor's website at: <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>, which is updated regularly.** All Creditors seeking updated information on the Plan, the Meeting, the Sanction Order Application, and these proceedings are directed to the Monitor's website.

This notice is given by the Petitioner pursuant to the Meeting Order and is dated this [REDACTED] [REDACTED].

APPENDIX D

Creditor Proxy

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

CREDITOR PROXY

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Meeting Order made in these proceedings November 18, 2019 as amended May 19, 2020.

In accordance with the Meeting Order, the Petitioner has been authorized to convene a Meeting of the Creditors to consider and vote on whether to accept the plan dated November 18, 2020 and modified May 19, 2020 and November 3, 2020 made under the *Companies' Creditors Arrangement Act* (the "CCAA") (as may be amended from time to time; the "Plan").

Before completing this proxy, please read carefully the "Instructions for Completion of Proxy" included herewith.

In accordance with the terms of the Meeting Order and the Plan, this proxy may only be filed by Creditors having a Proven Claim.

If any person is to attend the Meeting (or any adjournment thereof) on behalf of a Creditor and vote on the Plan, or if the Creditor wishes to appoint a representative designated by the Monitor to act as the Creditor's proxy, this proxy form must be completed and signed by the Creditor and either: (i) received by the Monitor, McEown + Associates Ltd., by no later than 5:00 p.m. (Vancouver time) on December 18, 2020; or (ii) deposited with the Chair of the Meeting prior to the start of the Meeting.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints _____ or, if nobody is specified, nominates John McEown of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, or such person as he may designate as nominee of the Creditor, with power of substitution, to attend on behalf of and act for the undersigned Creditor at the Meeting to be held in order to consider and, if thought advisable, vote in respect of the resolution to approve the Plan and at any and all adjournments of the Meeting, and to vote the full amount of the Creditor's total Proven Claims as follows:

A. (mark only one):

VOTE FOR approval of the Plan; or

VOTE AGAINST approval of the Plan; and

B. If neither of the options noted above is selected, to vote at the nominee's discretion and otherwise act for and on behalf of the Creditor in respect of any amendments or variations to the Plan or in respect of any other matters that may come before the Meeting, or any adjournment thereof.

Dated at _____ this _____ day of _____, 2020.

Signature:

(if creditor is an individual)

Name: _____

(print name of Creditor as it appears on the Proof of Claim form)

Signature:

(if creditor is a corporation this section must be completed by a duly authorized officer or attorney of the corporation)

Name: _____

Title: _____

(print name and title of signatory)

Witness Signature:

(only applicable if Creditor is an individual)

Name: _____

Phone number: _____

(print name of witness and include day time phone number)

Phone number of Creditor: _____

Email address of Creditor: _____

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read conjunction with the Plan and the Meeting Order, copies of which are included in the Meeting Materials delivered to you and are available on the Monitor's website at: <https://www.mceownassociates.com/all-canadian-investment-corporation> .
2. Each Creditor who has a right to vote at the Meeting has the right to appoint a person (who does not need to be a Creditor) to attend, act, and vote for and on their behalf at the Meeting, or any adjournments thereof, and such right may be exercised by inserting in the space provided the name of the person to be appointed
3. If no name has been inserted in the space provided, John McEown of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, or such other representative of the Monitor as he may designate, shall be deemed to be appointed as proxy holder for the Creditor, with the power of substitution.
4. If an officer of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, is appointed or is deemed to be appointed as proxy holder, and the Creditor fails to indicate a vote for or against the approval of the Plan on this proxy, this proxy will be voted **FOR** approval of the Plan.
5. If the proxy is not dated in the space provided therefor, it shall be deemed to bear the date on which it is received by the Monitor.
6. This proxy must be signed by the Creditor or by his or her attorney duly authorized in writing or, where the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
7. Valid proxies bearing or deemed to be bearing a later date shall revoke this proxy. In the event that more than one valid proxy for the same Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purposes of the vote.
8. This proxy must be received by the Monitor by email: jm@mceownassociates.ca, Fax: (604) 558-8021 or delivery by no later than 5:00 pm (Vancouver Time) on December 18, 2020, at the following address:

McEown + Associates Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
110 – 744 West Hastings Street,
Vancouver, BC V6C 1A5
Attention: John McEown
9. This proxy may also be deposited with the Chair of the Meeting prior to commencement of the Meeting and no proxy will be accepted by the Chair of the Meeting after commencement of the Meeting.

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

NOTICE OF MEETING TO CREDITORS

NOTICE IS HEREBY GIVEN that the Petitioner, All Canadian Investment Corporation, has filed with the Supreme Court of British Columbia (the “**Court**”) a plan of arrangement dated November 18, 2019 and modified May 19, 2020 and November 3, 2020 (as may be further amended from time to time, the “**Plan**”) pursuant to the *Companies' Creditors Arrangement Act* (the “**CCAA**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

The Plan contemplates the realization of all of the Petitioner’s assets and the distribution of proceeds in accordance with the priority scheme provided for in the Plan. There is one class of Creditors under the Plan, being the Creditors Class.

NOTICE IS ALSO HEREBY GIVEN that a meeting of the Creditors (the “**Meeting**”) will be held via Zoom Meeting by accessing the following link <https://watsongoepel.zoom.us/j/87866910214?pwd=UUkwcTQvVmZVQ1pFTG40ZUcyanQzQT09> on December 21, 2020 beginning at 10:00 a.m. (Vancouver time) for the purpose of considering and, if thought advisable by the Creditors voting in favour of a resolution (the “**Resolution**”) to approve the Plan and to transact such other business as may properly come before the Meeting or any adjournment thereof. The Meeting is being held pursuant to an Order of the Court made on November 18, 2019 as amended on May 19, 2020 (the

“Meeting Order”).

For the Creditor Class, the quorum for the Meeting is the presence, in person or by proxy, of one Creditor entitled to vote at the Meeting.

Creditors may vote in person or by proxy at the Meeting. For the Resolution to be approved at the Meeting, at least 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, must vote in favour of the Resolution. The Plan must also be sanctioned by a final Order of the Court under the CCAA.

The Monitor's Report to the Court reporting on the results of the vote on the Plan at the Meeting will be posted on the Monitor's website (<https://www.mceownassociates.com/all-canadian-investment-corporation>) on or before November 27, 2020.

NOTICE IS ALSO HEREBY GIVEN that the application for an Order to approve and sanction the Plan will be brought by the Petitioner as soon as practicable after the Meeting (the **“Sanction Order Application”**). At the same time, the Petitioner will also seek certain other relief specified in the Plan. Subject to the satisfaction of the conditions necessary to implement the Plan, all claims will be dealt with in accordance with the terms of the Plan.

Any Creditor who is entitled and wishes to vote at the Meeting but is unable to attend the Meeting is required to date, sign, and return the enclosed proxy by email: jm@mceownassociates.ca, Fax: (604) 558-8021 or delivery at the following address:

McEown + Associates Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
110 – 744 West Hasting Street,
Vancouver, BC V6C 1A5
Attention: John McEown

In order to be valid and voted at the Meeting, a proxy must be either (i) received by the Monitor by **5:00 p.m. (Vancouver time) on December 18, 2020;** or (ii) deposited with the chair of the Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of the Meeting.

The Monitor's address for the purpose of filing forms of proxy and for obtaining any additional information or materials related to the Meeting is as provided above.

McEown + Associates Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
110 – 744 West Hasting Street,
Vancouver, BC V6C 1A5
Attention: John McEown

Email: jm@mceownassociates.ca
mt@mceownassociates.ca

IT IS IMPORTANT THAT CREDITORS NOTE THE FOLLOWING: Only those Creditors that are on the Service List will be provided with further notice of the Sanction Order Application, the materials filed in support of the Sanction Order Application (including the Monitor's Report to Court reporting on the results of vote of the Meeting) and any adjournment of the Sanction Order Application. **These materials, and any notice of adjournment of the Meeting and the Sanction Order Application will be posted on the Monitor's website at: <https://www.mceownassociates.com/all-canadian-investment-corporation> , which is updated regularly.** All Creditors seeking updated information on the Plan, the Meeting, the Sanction Order Application, and these proceedings are directed to the Monitor's website.

This notice is given by the Petitioner pursuant to the Meeting Order and is dated this 27th day of November 2020.

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

CREDITOR PROXY

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Meeting Order made in these proceedings November 18, 2019 as amended May 19, 2020.

In accordance with the Meeting Order, the Petitioner has been authorized to convene a Meeting of the Creditors to consider and vote on whether to accept the plan dated November 18, 2020 and modified May 19, 2020 and November 3, 2020 made under the *Companies' Creditors Arrangement Act* (the "CCAA") (as may be amended from time to time; the "Plan").

Before completing this proxy, please read carefully the "Instructions for Completion of Proxy" included herewith.

In accordance with the terms of the Meeting Order and the Plan, this proxy may only be filed by Creditors having a Proven Claim.

If any person is to attend the Meeting (or any adjournment thereof) on behalf of a Creditor and vote on the Plan, or if the Creditor wishes to appoint a representative designated by the Monitor to act as the Creditor's proxy, this proxy form must be completed and signed by the Creditor and either: (i) received by the Monitor, McEown + Associates Ltd., by no later than 5:00 p.m. (Vancouver time) on December 18, 2020; or (ii) deposited with the Chair of the Meeting prior to the start of the Meeting.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints _____ or, if nobody is specified, nominates John McEown of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, or such person as he may designate as nominee of the Creditor, with power of substitution, to attend on behalf of and act for the undersigned Creditor at the Meeting to be held in order to consider and, if thought advisable, vote in respect of the resolution to approve the Plan and at any and all adjournments of the Meeting, and to vote the full amount of the Creditor's total Proven Claims as follows:

A. (mark only one):

VOTE FOR approval of the Plan; or

VOTE AGAINST approval of the Plan; and

B. If neither of the options noted above is selected, to vote at the nominee's discretion and otherwise act for and on behalf of the Creditor in respect of any amendments or variations to the Plan or in respect of any other matters that may come before the Meeting, or any adjournment thereof.

Dated at _____ this _____ day of _____, 2020.

Signature:

(if creditor is an individual)

Name: _____

(print name of Creditor as it appears on the Proof of Claim form)

Signature:

(if creditor is a corporation this section must be completed by a duly authorized officer or attorney of the corporation)

Name: _____

Title: _____

(print name and title of signatory)

Witness Signature:

(only applicable if Creditor is an individual)

Name: _____

Phone number: _____

(print name of witness and include day time phone number)

Phone number of Creditor: _____

Email address of Creditor: _____

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read conjunction with the Plan and the Meeting Order, copies of which are included in the Meeting Materials delivered to you and are available on the Monitor's website at: <https://www.mceownassociates.com/all-canadian-investment-corporation> .
2. Each Creditor who has a right to vote at the Meeting has the right to appoint a person (who does not need to be a Creditor) to attend, act, and vote for and on their behalf at the Meeting. or any adjournments thereof, and such right may be exercised by inserting in the space provided the name of the person to be appointed
3. If no name has been inserted in the space provided, John McEown of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, or such other representative of the Monitor as he may designate, shall be deemed to be appointed as proxy holder for the Creditor, with the power of substitution.
4. If an officer of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, is appointed or is deemed to be appointed as proxy holder, and the Creditor fails to indicate a vote for or against the approval of the Plan on this proxy, this proxy will be voted **FOR** approval of the Plan.
5. If the proxy is not dated in the space provided therefor, it shall be deemed to bear the date on which it is received by the Monitor.
6. This proxy must be signed by the Creditor or by his or her attorney duly authorized in writing or, where the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
7. Valid proxies bearing or deemed to be bearing a later date shall revoke this proxy. In the event that more than one valid proxy for the same Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purposes of the vote.
8. This proxy must be received by the Monitor by email: jm@mceownassociates.ca, Fax: (604) 558-8021 or delivery by no later than 5:00 pm (Vancouver Time) on December 18, 2020, at the following address:

McEown + Associates Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
110 – 744 West Hastings Street,
Vancouver, BC V6C 1A5
Attention: John McEown

9. This proxy may also be deposited with the Chair of the Meeting prior to commencement of the Meeting and no proxy will be accepted by the Chair of the Meeting after commencement of the Meeting.

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

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 and
November 3, 2020.

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:
<https://www.mccownassociates.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.

3.9 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.

3.10 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.

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	-
3.	Deadline for Creditors to deliver Proofs of Claim	January 10, 2020	Claims Bar Date
4.	Delivery of Creditors' meeting material	November 27, 2020	
5.	Creditors' Meeting	December 21, 2020	Creditors' Meeting Date
6.	Hearing of Application for Final Order	As soon as practicable after the Meeting Date	
7.	Termination of Stay of Proceedings in CCAA Proceedings	TBD	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

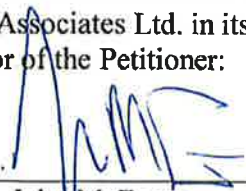
The Petitioner reserves the right to revoke or withdraw this Plan at any time prior to the Plan Implementation Date and to file subsequent plans of reorganization or arrangement. If the Petitioner revokes or withdraw this Plan:

- (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.

APPENDIX C

**Published Notice
Vancouver Sun dated December 2, 2020**

APPENDIX D

**Minutes of the Plan Voting Meeting
Held on December 21, 2020**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT
PROCEEDINGS OF
ALL CANADIAN INVESTMENT CORPORATION**

MINUTES OF THE FIRST MEETING OF CREDITORS

MINUTES OF THE FIRST MEETING OF CREDITORS OF ALL CANADIAN INVESTMENT CORPORATION HELD ON THE 21ST DAY OF DECEMBER, 2020 AT TEN O'CLOCK IN THE FORENOON VIA TELECONFERENCE

CALL TO ORDER

John McEown acted as Chairman and called the meeting to order pursuant to the of Mr. Justice Walker made November 18, 2019 (the "Meeting Order"). The chairman declared the meeting properly called, and a quorum being present, duly constituted.

The Chairman explained the purpose of the meeting is to vote on the approval of the Plan of Arrangement by creditors as set out in the Meeting Order. The Chairman confirmed that notice was provided to all creditors in accordance with the Meeting Order and has received a number of proxies in favour of J. McEown for the vote prior to the meeting as set out in attached Proxy List marked "B". If the plan is approved by the prescribed majority, the next step will be to apply for a sanction order in front of Mr. Justice Walker.

The Chairman tabled the following documents:

- Meeting Order
- Monitor's Report on the Plan
- Notice of Meeting to Creditors
- Plan of Arrangement
- Proof of Publication

DISCUSSION OF THE PLAN

The Chairman discussed the plan of arrangement (the "Plan") and explained that the Plan is intended to pay all creditors in full plus interest at the rate of 5% interest from the date of the Initial Order (in accordance with the BIA and Walker J Order). The meeting also

In the Matter of the *Companies' Creditors Arrangement Act*
Proceedings of All Canadian Investment Corporation

Page 2

discussed that creditors will receive a final T5 slip representing the overall interest received less any amount previously reported.

The Chairman further discussed that the payment in full will not occur until further assets are realized. There was a discussion regarding the status of the Sperling property. The Chairman addressed the creditors' questions regarding the Plan.

VOTING ON THE PLAN

The Chairman advised the meeting that sixteen (16) creditors submitted proxy votes in favour of the Plan, with nobody against. A small number of creditors have not voted.

The Chairman called the motion to vote on the Plan and is summarized below:

	Number	Percentage	\$ Amount
For	16	100%	\$ 3,180,617.90
Against	0	0%	0.00
Total	16	100%	\$ 3,180,617.90

There being sufficient votes to secure the Required Majority as set out in the Plan, the Chairman announced the Plan is approved by unanimous vote.

GENERAL DISCUSSION AND APPLICATION FOR SANCTION ORDER

There was a general discussion regarding the next steps following the approval of the Plan and the following matters:

- The Company will now apply for a sanction order.
- The application will be brought forthwith; counsel will request an appearance before Mr. Justice Walker likely around mid/late January.
- Monitor presently hold funds sufficient to make an initial distribution after the sanction order is obtained (estimated at 30%).
- Discussion regarding initial distribution

ADJOURNMENT

The Chairman asked if there were any further questions.

There being no other business, it was resolved that the meeting be adjourned.

In the Matter of the *Companies' Creditors Arrangement Act*
Proceedings of All Canadian Investment Corporation

Page 3

Dated at Vancouver, British Columbia, this 4th day of January, 2021.

McEown and Associates Ltd.

Monitor Appointed in the Companies'
Creditors Arrangement Act Proceedings of
All Canadian Investment Corporation



Per: John McEown, CPA, CA, CIRP, LIT

Attachments:

- Attendance List
- Proxy List
- Monitor's Report on the Plan

ATTENDANCE LIST

Estate No.
Court No. S1710393
Vancouver Registry

**In the Matter of the Companies' Creditors Arrangement Act Proceedings of
All Canadian Investment Corporation**

Company (Director of Officer): *John McEown (Secretary as self for Company)* *George (Gary Ye-makes)*

Monitor: *[Signature]*

McEown and Associates Ltd.

ATTENDANCE LIST "A"

Name	Signature	Representing	Claim Amount	Voting Y/N	Proxy Y/N
John McEown		1083163 Alberta Ltd.	517,777.72	Y	Y
John McEown		Ajit Singh Gill & Simro Gill	154,333.33	Y	Y
John McEown		Palatee Enterprises Limited	154,333.33	Y	Y
John McEown		Econ-o-Lith Printing Ltd.	154,333.33	Y	Y
John McEown		James Hancock	1,016,297.09	Y	Y
John McEown		BDO Canada LLP	35,268.20	Y	Y
John McEown		Christopher G. Murray	154,333.33	Y	Y
John McEown		Douglas Allan Richardson	154,333.33	Y	Y
John McEown		George B Cmolik & Norah B Wallbank	154,333.33	Y	Y
John McEown		Mervyn & Margaret Olson	154,333.33	Y	Y
John McEown		Robert William Lockhart	205,777.76	Y	Y
John McEown		Clark Wilson LLP	14,592.71	Y	Y
John McEown		Roy Bailey	154,333.33	Y	Y
John McEown		Grover Elliott & Co. Ltd.	1,904.44	Y	Y
John McEown		Joan Renfrew	77,166.67	Y	Y
John McEown		Clifford Renfrew	77,166.67	Y	Y



**Court file 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

AND

IN THE MATTER OF ALL CANADIAN INVESTMENT CORPORATION

(the "Petitioner")

MONITOR'S TWENTY-SIXTH REPORT TO COURT

MONITOR'S REPORT ON THE PLAN

NOVEMBER 27, 2020

McEown and Associates Ltd.

Monitor appointed in the
Companies' Creditors Arrangement Act proceedings of
All Canadian Investment Corporation

**Suite 110 – 744 West Hastings Street
Vancouver, B.C. V6C 1A5**

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- A. The Plan of Arrangement**
- B. List of Proven Claims**
- C. Order of the Honourable Mr. Justice Walker dated November 18, 2019 re:
Meeting Order**
- D. Creditor Proxy**

A. INTRODUCTION

1. This report (the “**Twenty-Sixth Report**”) is filed by McEown and Associate Ltd. (“**McEown**”) in its capacity as monitor (the “**Monitor**”) appointed in a proceeding commenced on November 8, 2017 by All Canadian Investment Corporation (the “**Petitioner**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.-36, as amended (the “**CCAA Proceedings**”).
2. The purpose of the Twenty-Sixth Report is to provide the Court with the Monitor’s report on the Plan of Arrangement.

B. DISCLAIMER AND TERMS OF REFERENCE

3. Except as specified, in preparing this report the Monitor has obtained and relied upon unaudited, draft and/or internal information which Management advises has been compiled from the Petitioner's books and records. Where available, the Monitor has reviewed external records and documentation including post-filing banking records, corporate searches and financial statements.

4. Except as otherwise described in this report:
 - a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook; and

 - b) the Monitor has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.

5. This Report have been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.

C. REPORT ON PLAN OF ARRANGEMENT

Plan of Arrangement

6. On November 14, 2019 the Pctitioner filed a Notice of Application presenting its draft Plan of Arrangement (the “**Plan**”) to the Court for review and consideration. On November 18, 2019 the Plan received preliminary approval from Mr. Justice Walker subject to the review and amendment, with the approval of the Monitor, of paragraphs 4.4 and 4.5 of the Plan.

7. Paragraphs 4.4 and 4.5 of the Plan specifically dealt with:
 - a. the granting of releases, effective as of the Plan Implementation Date (as defined in the Plan) in favour of:
 - i. the Petitioner and its legal counsel in these proceedings;
 - ii. the Monitor and its legal counsel in these proceedings;
 - iii. any person claimed to be liable derivatively through any and all of the foregoing persons; and
 - b. an injunction, effective as of the Plan Implementation Date, prohibiting the commencement or continuation of legal proceedings and other related enforcement steps, 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, that would be a claim provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*.

8. On May 19, 2020, by Order of the court, paragraphs 4.4 and 4.5 of the Plan were amended to address the issues raised by the Court. In particular:
 - a. the releases found at paragraph 4.4 of the Plan in favour of the Petitioner, and any person claimed to be liable derivatively through the Petitioner, were removed; and

- b. the permanent injunction provisions found at paragraph 4.5 of the Plan were deleted.

- 9. On October 26, 2020, the Petitioner filed a Notice of Application seeking directions with respect to a proposed amendment to the Plan which would provide for interest to accrue on the Proven Claims of Creditors from the date of the Initial Order (November 10, 2017) to the date of payment, to be calculated at the rate of 5% per annum, consistent with s. 143 of the *Bankruptcy and Insolvency Act*. On November 3, 2020 the court authorized and directed the Petitioner to make that amendment to the Plan.

- 10. Attached as Appendix “A” to this Report is a copy of the Plan which will be presented to Creditors by the Petitioner.

- 11. The Plan, as presented, provides for a coordinated wind up and liquidation of the Petitioner’s assets so as to realize the greatest possible recovery to stakeholders and the subsequent distribution of those assets in accordance with the following priorities:
 - a. amounts due and owing under the Administrative Charge;
 - b. amounts due and owing under the Director’s Charge (it is not presently contemplated that any payments will be required);
 - c. amounts due and owing to Creditors;
 - d. amounts due and owing under the Representative Council Charge; and
 - e. distribution of the balance to Preferred Shareholders.

- 12. Based on the Monitor’s present realization estimates as detailed in the Monitor’s 25th Report to Court, it is anticipated that if the Plan is approved by Creditors the Proven Claims, together with interest calculated in accordance with the Order made November 3, 2020, will be paid in full.

The Claims Process

13. On November 18, 2019 the court made an order approving a claims process for creditors to file their claims against the Petitioner (the “**Claims Process**”). The Monitor reported on the Claims Process in its Monitor’s Nineteenth Report to Court dated January 28, 2020 and the Report Supplemental to the Monitor’s Nineteenth Report to court dated February 18, 2020 (together referred to hereinafter as the “**Monitor’s Claims Report**”).
14. On May 19, 2020 the claims by creditors which had been submitted and approved by the Monitor in accordance with the terms of the Claims Process were confirmed by the supervising judge as “**Proven Claims**” for the purposes of the Plan. The court subsequently dismissed an appeal of the Monitor’s disallowance of a claim filed by Parkland Funding Limited (under the Claims Process) as a result of which the claims listed at Appendix “B” of this Report have been confirmed as “**Proven Claims**” for the purposes of the Plan.

The Meeting to Vote on the Plan of Arrangement

15. On November 18, 2019 the court pronounced a Meeting Order, which sets out the procedure for the meeting of creditors to vote on the Plan (the “**Meeting Order**”). Attached as Appendix “C” to this Report is an entered copy of the Meeting Order. On May 19, 2020 a minor amendment was made to the Meeting Order to allow it to proceed, at the Monitor’s discretion, by way of audio or video conference.

16. The Petitioner, with the Monitor's approval, will be scheduling the meeting to vote on the plan for 10:00 a.m. (Vancouver time) Monday, December 21, 2020 (the "**Meeting**"). As a result of the COVID-19 pandemic, and in order to address any potential issues which may arise as a result of future Public Health Orders, the Monitor has determined that the Meeting will proceed by video conference as permitted by the May 19, 2020 amendment made to the Meeting Order.
17. Voting at the meeting will be restricted to Creditors who have "**Proven Claims**", a list of whom can be found at Appendix "B". The amount which may be voted (or deemed to have been voted) by a Creditor shall be the amount of their Proven Claim.
18. In accordance with the terms of the Meeting Order the Monitor is required, in advance of the Meeting, to:
 - a. publish on the website (<https://www.mceownassociates.com/all-canadian-investment-corporation>), and deliver to Creditors, the following documents:
 - i. Meeting Order;
 - ii. Monitor's Report on the Plan;
 - iii. Notice of Meeting;
 - iv. Creditor Proxy; and
 - v. Plan;
 - b. publish a newspaper notice in The Vancouver Sun.
19. A Creditor is entitled to nominate a proxy to attend the Meeting on their behalf. The process for appointing a proxy is set out in the Creditor Proxy which will be delivered to all Creditors and is attached at Appendix "D". A Creditor is also able to nominate the Monitor as its proxy. If a Creditor wishes to appoint a proxy for the purposes of the Meeting the executed Creditor Proxy must be received by the Monitor by 5:00 p.m., Friday, December 18, 2020.

20. In order for the Plan to be approved a Required Majority of affirmative votes is necessary, which means:
 - a. a simple majority in number of those Creditors who actually vote upon the Plan (in person or by proxy) at the Meeting; and
 - b. a two-thirds majority in value of Proven Claims of Creditors who actually vote upon the Plan (in person or by proxy) at the Meeting.
21. Creditors who do not vote upon the Plan (in person or by proxy) at the Meeting will not be considered for the purposes of determining a simple majority in number or a two-thirds majority in value.
22. Each Creditor will receive one vote for each \$1.00 of its Proven Claim for the purposes of determining the two-thirds majority in value required for the approval of the Plan.

Monitor's recommendation with respect to the Plan

23. The Plan contemplates a continuation of the orderly liquidation of the Petitioner's assets that, in the Monitor's view, will maximize the realization on the Petitioner's assets and, therefore, maximize the recovery to the creditors and preferred shareholders.
24. The alternative to the Plan would be a bankruptcy that, in the Monitor's opinion, would increase the professional fees and reduce the realization on the Petitioner's assets and, therefore, reduce the recovery to the stakeholders.

25. The Monitor recommends that the Proven Creditors vote in favour of the Plan as an orderly liquidation of the Petitioner's assets as contemplated by the Plan will result in the highest recovery to the Proven Creditors. As mentioned earlier in this report, the Monitor's present realization estimates as detailed in its 25th Report to Court, is expected to result in the Proven Claims being paid in full together with interest calculated in accordance with the Order made November 3, 2020.

Result if Plan is not Approved by Creditors

26. If at the meeting of creditors the Plan is not approved, the Monitor's will be seeking direction from the Court to bankrupt the Petitioner.

D. CONCLUSIONS AND RECOMMENDATIONS

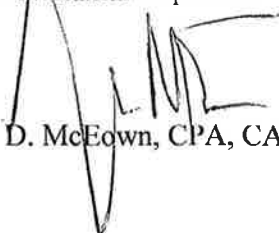
- 27. The Petitioner has completed the Claims Process, applied to and obtained approval of the Plan and will be proceeding with a meeting of the Proven Creditor's on December 21, 2020 to approve the Plan.

- 28. The Monitor is of the view that the Plan will maximize the recovery to the creditors and preferred shareholders and, therefore, recommends that the Proven Creditors approve the Plan.

- 29. If the Creditors do not approve the Plan, a bankruptcy of the Petitioner will likely result that will reduce the recovery to the creditors and preferred shareholders.

DATED at the City of Vancouver, British Columbia, this 27th day of November, 2020.

McEown and Associates Ltd.
Monitor Appointed in the Companies'
Creditors Arrangement Act Proceedings of
All Canadian Investment Corporation



Per: John D. McEown, CPA, CA, CIRP, LIT

APPENDIX A

The 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

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

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 and
November 3, 2020.

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:
<https://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.

3.9 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.

3.10 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.

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	-
3.	Deadline for Creditors to deliver Proofs of Claim	January 10, 2020	Claims Bar Date
4.	Delivery of Creditors' meeting material	November 27, 2020	
5.	Creditors' Meeting	December 21, 2020	Creditors' Meeting Date
6.	Hearing of Application for Final Order	As soon as practicable after the Meeting Date	
7.	Termination of Stay of Proceedings in CCAA Proceedings	TBD	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

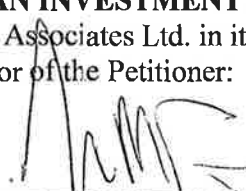
The Petitioner reserves the right to revoke or withdraw this Plan at any time prior to the Plan Implementation Date and to file subsequent plans of reorganization or arrangement. If the Petitioner revokes or withdraw this Plan:

- (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.

APPENDIX B

List of Proven Claims

Schedule "B" Proven Claims

Creditor Name	Amount
Douglas Allan Richardson	154,333.33
James Murray Hancock	1,016,297.09
Clifford George Renfrew	77,166.67
Ajit Singh Gill & Simro Gill	154,333.33
Palatee Enterprises Limited (c/o Fred Bell)	154,333.33
Christopher G. Murray	154,333.33
Econ-o-Lith Printing Ltd. George Bradley Cmolik & Norah Beatrice Wallbank	154,333.33 154,333.33
Harper Grey LLP	4,184.89
Robert William Lockhart	205,777.76
Mervyn & Margaret Olson	154,333.33
1083163 Alberta Ltd.	517,777.72
Joan Margaret Renfrew	77,166.67
Roy Bailey	154,333.33
Wenge Yu	154,333.33
Donald H. Buchanan	154,333.33
Grover, Elliott & Co. Ltd.	1,904.44
Koffman Kalef LLP	476.00
Koffman Kalef LLP	1,036.41
Clark Wilson LLP	14,592.71

ACIC CJ Properties Ltd.	24,000.00	
ACIC CJ Properties Ltd.	72,495.94	
ACIC Financial Development Inc. ("AFDI")	205,000.00	With Conditions
BDO Canada LLP	4,971.50	With Conditions
BDO Canada LLP	<u>30,296.70</u>	With Conditions
Total	\$3,796,477.80	

APPENDIX C

**Order of the Honourable Mr. Justice Walker
dated November 18, 2019
re: Meeting Order**



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
(MEETING ORDER)

BEFORE THE HONOURABLE) THE 18th DAY OF
MR. JUSTICE WALKER)
) NOVEMBER 2019

ON THE APPLICATION of All Canadian Investment Corporation (the "Petitioner") dated November 14, 2019 coming on for hearing at Vancouver, British Columbia on this 18th day November 2019, and on hearing Jeremy D. West, counsel for the Petitioner and those other counsel listed on Schedule "A" hereto AND UPON READING the material filed 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.

DEFINITIONS AND INTERPRETATION

2. All capitalized terms not otherwise defined in this Meeting Order shall have the meanings ascribed to them in the plan of the Petitioners attached hereto as **Schedule "B"** (the "**Plan**"), the Claims Process Order, and the following terms in this Meeting Order shall have the following meanings:
- (a) "**Creditor Proxy**" means the form of proxy for a Creditor, which shall be substantially in the form attached hereto as **Schedule "D"**;
 - (b) "**Chair**" means John McEown of the Monitor or such other representative of the Monitor as it may designate who shall preside as the chair of the Meeting and, subject to this Meeting Order or any further order of this Court, shall decide all matters relating to the conduct of the Meeting;
 - (c) "**Claims Process Order**" means the order pronounced in these proceedings on November 18, 2020 attached hereto as **Schedule "C"**;
 - (d) "**Meeting Date**" means the date to be determined by the Monitor, or the Court, after completion of the Claims Process subject to any adjournment, postponement, other rescheduling or further Order of this Court;
 - (e) "**Meeting Materials**" has the meaning ascribed to it in paragraph 14 hereof;
 - (f) "**Newspaper Notice**" means a notice of this Meeting Order, the Meeting and the Meeting Date, to be published in accordance with paragraph 13 hereof, which shall be substantially in the form attached hereto as **Schedule "E"**;
 - (g) "**Notice of Meeting to Creditors**" means a notice of this Meeting Order, the Meeting and the Meeting Date, which shall be substantially in the form attached hereto as **Schedule "F"**;
 - (h) "**Proxy**" means the Creditor Proxy;
 - (i) "**Resolution**" means the definition set out at section 3.6(g) of the Plan;
 - (j) "**Sanction Order Application**" has the meaning ascribed to it in paragraph 34 hereof;
 - (k) "**Sanction Order**" has the meaning ascribed to it in paragraph 34 hereof;
 - (l) "**Voting Creditors**" means Creditors with Proven Claims; and
 - (m) "**Voting Deadline**" means 5:00 p.m. (Vancouver Time) on the Meeting Date.
3. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that

occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

4. Dollar amounts referenced in this Meeting Order are expressed in Canadian dollars unless otherwise noted.
5. All references to the singular herein include the plural and the plural include the singular.

PLAN

6. The Plan is hereby accepted for filing and the Petitioner is hereby authorized to present the Plan to the Creditors at the Meeting, in order to seek approval of the Resolution by the Creditors accordance with the terms of this Meeting Order and the Plan.
7. Each of the Schedules to this Meeting Order is hereby approved in substantially the forms attached hereto.
8. Before and during the Meeting, and without the need for any further order of this Court, and with the prior consent of the Monitor, the Petitioner may amend the Plan by written instrument. The Monitor will advise all Creditors present at the Meeting of the details of any such amendment prior to the vote being taken to approve the Resolution.
9. After the Meeting, the Petitioner may at any time and from time to time amend the Plan:
 - (a) without an Order if, in the opinion of the Monitor, such amendment would not be materially prejudicial to the interests of the Creditors or the Preferred Shareholders under the Plan or is necessary to give effect to the full intent of the Plan or the Sanction Order; or
 - (b) pursuant to an Order made on notice to all Persons potentially affected by such variation, amendment, modification or supplement.
10. The Monitor shall, as soon as practicable, post on the Website any modification, amendment, variation or supplement to the Plan, and forthwith provide notice of such posting to the Service List.

CLASSIFICATION

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

NOTICE OF MEETING AND DELIVERY OF MATERIALS TO CREDITORS

12. The Petitioner is hereby authorized to convene, hold and conduct the Meeting at 10:00 a.m. (Vancouver time) on the Meeting Date at a location to be determined by the Monitor, for the purpose of considering and, if deemed advisable, passing the Resolution unless the Chair, as provided herein, decides to adjourn, postpone or otherwise

reschedule the Meeting.

13. The Newspaper Notice shall be published by the Monitor in the Vancouver Sun newspaper no less than 14 days prior to the Meeting.
14. By no later than 21 days prior to the Meeting Date, the Monitor shall publish the following documents (collectively, the "Meeting Materials") on the Website:
 - (a) a copy of this Meeting Order;
 - (b) the Monitor's Report on the Plan;
 - (c) the Notice of Meeting;
 - (d) the Creditor Proxy; and
 - (e) the Plan.
15. The Petitioner, with the consent of the Monitor, is hereby authorized to vary, amend, modify or supplement any of the Meeting Materials, and the Monitor shall distribute or make available any such amended form by posting it on the Website.
16. By no later than 21 days prior to the Meeting Date, the Monitor shall send to each Creditor, at the address provided for in the Proof of Claim filed pursuant to the Claims Process Order, copies of:
 - (a) this Meeting Order;
 - (b) the Monitor's Report on the Plan;
 - (c) the Notice of Meeting;
 - (d) the Creditor Proxy; and
 - (e) the Plan
17. The publication, transmission and delivery provided herein, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or represented by proxy at the Meeting, or who may wish to appear in these proceedings, and no other form of notice or service needs to be made on such Persons, and no other document or material needs to be served on such Persons in respect of these proceedings, the Plan and the Meeting.
18. The accidental failure to transmit or deliver the Meeting Materials by the Monitor in accordance with this Meeting Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the passing of the Resolution or any other proceedings taken at the Meeting.

CONDUCT AT THE MEETING

19. The amount of which may be voted (or is deemed to have been voted) by a Creditor shall be the amount of the Proven Claim, or as otherwise determined by the final determination of any Disputing Creditor Application or Disputing Petitioner Application, as at the Voting Deadline.
20. The Chair shall decide all matters relating to the conduct of the Meeting.
21. 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.
22. 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 and officers 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.
23. 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 order to be voted at the Meeting and must be:
 - (a) delivered to the Monitor by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or by delivery to the Monitor's office located at:

Boale, Wood & Company Ltd.
1140 – 800 West Pender Street
Vancouver, BC V6C 2V6
Attention: John McEown
 - (b) deposited with the Chair before the beginning of the Meeting (or any such adjournment, postponement or other rescheduling thereof).
24. The quorum required at the Meeting shall be one Creditor present in person or by Proxy and entitled to vote at the Meeting.
25. 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. The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled Meeting and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Monitor's website.
26. The Chair is hereby authorized to adjourn, postpone or otherwise reschedule the Meeting, on one or more occasions, to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Meeting for the purpose of any adjournment, postponement or other rescheduling thereof). The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled Meeting and may, if he or

she deems it appropriate, restrict such notice to a notice posted on the Monitor's website.

VOTING PROCEDURE

27. At the Meeting, the Creditors shall vote on the Resolution, and the approval of the Resolution will be decided by the Required Majority on a ballot vote, and any other matter submitted for a vote at the Meeting shall be decided by a simple majority of votes cast on a vote by a show of hands.
28. The only Persons entitled to vote at the Meeting shall be the Creditors and their Proxy holders.
29. The Monitor shall keep records and tabulations of all votes cast at the Meeting.
30. For the purposes of counting and tabulating the votes, 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 of the definition of "Required Majority" in Section 1.5.49 the Plan; 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 of the Plan.
31. Proven Claims shall not include fractional numbers and shall be rounded down to the nearest whole dollar amount without compensation.

NOTICE TO CREDITORS

32. Any document sent by the Monitor or the Petitioner to any Person pursuant to this Meeting Order may be sent to such Person at their respective address or contact information as set out in the applicable Proof of Claim filed in accordance with the Claims Process Order. Any such service and delivery shall be deemed to have been received:
 - (a) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally;
 - (b) if sent by courier, on the next Business Day following dispatch; and
 - (c) if delivered by email or fax, by 5:00 p.m., on the same Business Day as sending, and if delivered after 5:00p.m. or other than on a Business Day, on the following Business Day.

SANCTION ORDER APPLICATION

33. As soon as practicable following the Meeting, the Monitor shall report to this Court on:
- (a) the voting results with respect to the approval of the Resolution; and
 - (b) any other matter the Monitor considers relevant with respect to the Meeting or the Petitioner's application for the Sanction Order.
34. If the Plan is approved by the Required Majority at the Meeting, the Petitioner shall as soon as practicable bring an application (the "**Sanction Order Application**") for an order approving and sanctioning the Plan (the "**Sanction Order**").
35. A copy of the Sanction Order Application seeking the Sanction Order shall be published on the Monitor's website and served on the Service List as soon as practicable.
36. Publication of the Notice of Meeting to Creditors and this Meeting Order and delivery of the Meeting Materials as provided herein shall constitute good and sufficient service of notice of the Sanction Order Application upon all Persons who may be entitled to receive such service and no other form of service needs to be made and no other materials need to be served on such Persons in respect of the Sanction Order Application other than service on Service List.
37. Any party who wishes to oppose the Sanction Order Application shall serve on counsel for the Petitioner, counsel for the Monitor, and all parties on the Service List, by no later than 4:00 p.m. (Vancouver time) 5 Business Days prior to the Hearing of the Sanction Order Application: (a) an application response in the form prescribed by the British Columbia Supreme Court Civil Rules setting out the basis for such opposition; and (b) a copy of any materials to be relied upon to oppose the Sanction Order Application.
38. If the Sanction Order Application is adjourned, postponed or otherwise rescheduled, only those Persons listed on the Service List or that have filed and served an application response provided herein are required to be served with notice of the adjourned, postponed or otherwise rescheduled date.

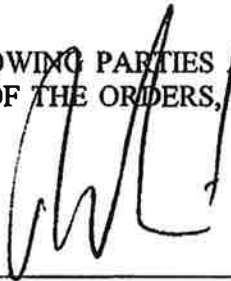
GENERAL PROVISIONS

39. This Court requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Meeting 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 Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Meeting Order.
40. The Petitioner and the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this

Meeting Order and may waive strict compliance with the requirements of this Meeting Order as to the completion, execution and delivery, including with respect to the timing of such delivery, of any documents.

- 41. Subject to further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Meeting Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
- 42. The Petitioner and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Meeting Order, including with respect to the Meeting and Schedules to this Meeting Order, or for such further order(s) as either of them may consider necessary or desirable to amend, supplement or replace this Meeting Order, including any Schedules hereto.
- 43. Endorsement of this Meeting 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
Lawyer for All Canadian Investment
Corporation

By the Court



Registrar



SCHEDULE "A" TO MEETING ORDER**LIST OF COUNSEL**

Name of Counsel:	Counsel for:
Jeremy West	All Canadian Investment Corporation
Douglas B. Hyndman	Boale, Wood & Company Ltd., in its capacity as court-appointed Monitor of All Canadian Investment Corporation
John Whyte	Counsel for Hans-Uwe Andresen
Peter Reardon	Counsel for James Hancock and 1083163 Alberta Ltd.

**SCHEDULE "B" TO MEETING ORDER
PLAN**

**SCHEDULE "C" TO MEETING ORDER
CLAIMS PROCESS ORDER**

SCHEDULE "D" TO MEETING ORDER

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

CREDITOR PROXY

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Meeting Order made in these proceedings November 18, 2019.

In accordance with the Meeting Order, the Petitioner has been authorized to convene a Meeting of the Creditors to consider and vote on whether to accept the plan dated ~~to be determined~~ made under the *Companies' Creditors Arrangement Act* (the "CCAA") (as may be amended from time to time; the "Plan").

Before completing this proxy, please read carefully the "Instructions for Completion of Proxy" included herewith.

In accordance with the terms of the Meeting Order and the Plan, this proxy may only be filed by Creditors having a Proven Claim.

If any person is to attend the Meeting (or any adjournment thereof) on behalf of a Creditor and vote on the Plan, or if the Creditor wishes to appoint a representative designated by the Monitor to act as the Creditor's proxy, this proxy form must be completed and signed by the Creditor and either: (i) received by the Monitor, Boale, Wood & Company Ltd., by no later

than 5:00 p.m. (Vancouver time) on **[to be determined]**; or (ii) deposited with the Chair of the Meeting prior to the start of the Meeting.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints _____ or, if nobody is specified, nominates John McEown of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, or such person as he may designate as nominee of the Creditor, with power of substitution, to attend on behalf of and act for the undersigned Creditor at the Meeting to be held in order to consider and, if thought advisable, vote in respect of the resolution to approve the Plan and at any and all adjournments of the Meeting, and to vote the full amount of the Creditor's total Proven Claims as follows:

A. (mark only one):

VOTE FOR approval of the Plan; or

VOTE AGAINST approval of the Plan; and

B. If neither of the options noted above is selected, to vote at the nominee's discretion and otherwise act for and on behalf of the Creditor in respect of any amendments or variations to the Plan or in respect of any other matters that may come before the Meeting, or any adjournment thereof.

Dated at _____ this _____ day of _____, 2019.

Signature: _____ **Name:** _____

(if creditor is an individual)

(print name of Creditor as it appears on the Proof of Claim form)

Signature: _____ **Name:** _____

(if creditor is a corporation this section must be completed by a duly authorized officer or attorney of the corporation)

Title: _____

(print name and title of signatory)

Witness Signature: _____ **Name:** _____

(only applicable if Creditor is an individual)

Phone number: _____

(print name of witness and include day time phone number)

Phone number of Creditor: _____

Email address of Creditor: _____

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read conjunction with the Plan and the Meeting Order, copies of which are included in the Meeting Materials delivered to you and are available on the Monitor's website at: <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>.
2. Each Creditor who has a right to vote at the Meeting has the right to appoint a person (who does not need to be a Creditor) to attend, act, and vote for and on their behalf at the Meeting, or any adjournments thereof, and such right may be exercised by inserting in the space provided the name of the person to be appointed
3. If no name has been inserted in the space provided, John McEown of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, or such other representative of the Monitor as he may designate, shall be deemed to be appointed as proxy holder for the Creditor, with the power of substitution.
4. If an officer of Boale, Wood & Company Ltd. in its capacity as Monitor of the Petitioner, is appointed or is deemed to be appointed as proxy holder, and the Creditor fails to indicate a vote for or against the approval of the Plan on this proxy, this proxy will be voted **FOR** approval of the Plan.
5. If the proxy is not dated in the space provided therefor, it shall be deemed to bear the date on which it is received by the Monitor.
6. This proxy must be signed by the Creditor or by his or her attorney duly authorized in writing or, where the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
7. Valid proxies bearing or deemed to be bearing a later date shall revoke this proxy. In the event that more than one valid proxy for the same Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purposes of the vote.
8. This proxy must be received by the Monitor by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or delivery by no later than 5:00 pm (Vancouver Time) on **the date determined**, at the following address:

Boale, Wood & Company Ltd.
 Court-appointed Monitor of All Canadian Investment Corporation
 1140 – 800 West Pender Street,
 Vancouver, BC V6C 2V6
 Attention: John McEown
9. This proxy may also be deposited with the Chair of the Meeting prior to commencement of the Meeting and no proxy will be accepted by the Chair of the Meeting after commencement of the Meeting.

SCHEDULE "E" TO MEETING ORDER

NEWSPAPER NOTICE

**NOTICE OF MEETING OF CREDITORS OF
ALL CANADIAN INVESTMENT CORPORATION
PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT**

This notice is being published pursuant to an Order of the Supreme Court of British Columbia made November 18, 2019 (the "**Meeting Order**") which established the procedure for the Petitioner, All Canadian Investment Corporation ("**ACIC**"), to call, hold and conduct a meeting (the "**Meeting**") of creditors of ACIC to consider and pass a resolution, if thought advisable, approving the Plan of Arrangement of ACIC dated as of **[to be determined]** (as the same may be amended, restated or supplemented from time to time, the "**Plan**") and to transact such other business as may be properly brought before the Meeting. The Meeting will be held at the following time and location:

DATE: **[to be determined]**

TIME: 10:00 a.m. (Vancouver time)

LOCATION: **[to be determined]**

ONLY THOSE CREDITORS WITH PROVEN CLAIMS AS AT THE VOTING RECORD DEADLINE OF 5:00 P.M. (VANCOUVER TIME) ON **[to be determined] SHALL BE ENTITLED TO ATTEND AND VOTE ON THE RESOLUTION TO APPROVE THE PLAN AT THE MEETING.**

Creditors may obtain copies of the Plan, information about the Plan and the Meeting, as well as any amendments that may be made to the Plan, on the Monitor's website at <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/> or by contacting the Monitor by telephone at 604-605-3335, fax at 604-605-3359, or email at jmceown@boalewood.ca or mting@boalewood.ca.

If the Plan is approved by the required majority of the Creditors in accordance with the *Companies' Creditors Arrangement Act* and the Meeting Order, the Petitioner intends to bring an application to the Court on **[to be determined]** for an order approving and sanctioning the Plan.

SCHEDULE "F" TO MEETING ORDER

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

NOTICE OF MEETING TO CREDITORS

NOTICE IS HEREBY GIVEN that the Petitioner, All Canadian Investment Corporation, has filed with the Supreme Court of British Columbia (the "**Court**") a plan of arrangement dated [to be determined] (as may be amended from time to time, the "**Plan**") pursuant to the Companies' Creditors Arrangement Act (the "**CCAA**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

The Plan contemplates the realization of all of the Petitioner's assets and the distribution of proceeds in accordance with the priority scheme provided for in the Plan. There is one class of Creditors under the Plan, being the Creditors Class.

NOTICE IS ALSO HEREBY GIVEN that a meeting of the Creditors (the "**Meeting**") will be held at [to be determined] on [to be determined] beginning at 10:00 a.m. (Vancouver time) for the purpose of considering and, if thought advisable by the

Creditors, voting in favour of a resolution (the “**Resolution**”) to approve the Plan and to transact such other business as may properly come before the Meeting or any adjournment thereof. The Meeting is being held pursuant to an Order of the Court made on November 18, 2019 (the “**Meeting Order**”).

For the Creditor Class, the quorum for the Meeting is the presence, in person or by proxy, of one Creditor entitled to vote at the Meeting.

Creditors may vote in person or by proxy at the Meeting. For the Resolution to be approved at the Meeting, at least 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, must vote in favour of the Resolution. The Plan must also be sanctioned by a final Order of the Court under the CCAA.

The Monitor's Report to the Court reporting on the results of the vote on the Plan at the Meeting will be posted on the Monitor's website (<https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>) on or before [redacted].

NOTICE IS ALSO HEREBY GIVEN that the application for an Order to approve and sanction the Plan will be brought by the Petitioner on [redacted], or such later date as may be determined (the “**Sanction Order Application**”). At the same time, the Petitioner will also seek certain other relief specified in the Plan. Subject to the satisfaction of the conditions necessary to implement the Plan, all claims will be dealt with in accordance with the terms of the Plan.

Any Creditor who is entitled and wishes to vote at the Meeting but is unable to attend the Meeting is required to date, sign, and return the enclosed proxy by email: jmceown@boalewood.ca, Fax: (604) 605-3359 or delivery at the following address:

Boale, Wood & Company Ltd.
 Court-appointed Monitor of All Canadian Investment Corporation
 1140 – 800 West Pender Street,
 Vancouver, BC V6C 2V6
 Attention: John McEown

In order to be valid and voted at the Meeting, a proxy must be either (i) received by the Monitor by **5:00 p.m. (Vancouver time) on [redacted]**; or (ii) deposited with the chair of the Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of the Meeting.

The Monitor's address for the purpose of filing forms of proxy and for obtaining any additional information or materials related to the Meeting is as provided above.

SCHEDULE "F" TO MEETING ORDER

Boale, Wood & Company Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
1140 – 800 West Pender Street,
Vancouver, BC V6C 2V6
Attention: John McEown
Email: jmceown@boalewood.ca
mting@boalewood.ca

IT IS IMPORTANT THAT CREDITORS NOTE THE FOLLOWING: Only those Creditors that are on the Service List will be provided with further notice of the Sanction Order Application, the materials filed in support of the Sanction Order Application (including the Monitor's Report to Court reporting on the results of vote of the Meeting) and any adjournment of the Sanction Order Application. **These materials, and any notice of adjournment of the Meeting and the Sanction Order Application will be posted on the Monitor's website at: <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>, which is updated regularly.** All Creditors seeking updated information on the Plan, the Meeting, the Sanction Order Application, and these proceedings are directed to the Monitor's website.

This notice is given by the Petitioner pursuant to the Meeting Order and is dated this **10th** **day** of **November**, **2017**.

APPENDIX D

Creditor Proxy

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

CREDITOR PROXY

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Meeting Order made in these proceedings November 18, 2019 as amended May 19, 2020.

In accordance with the Meeting Order, the Petitioner has been authorized to convene a Meeting of the Creditors to consider and vote on whether to accept the plan dated November 18, 2020 and modified May 19, 2020 and November 3, 2020 made under the *Companies' Creditors Arrangement Act* (the "CCAA") (as may be amended from time to time; the "Plan").

Before completing this proxy, please read carefully the "Instructions for Completion of Proxy" included herewith.

In accordance with the terms of the Meeting Order and the Plan, this proxy may only be filed by Creditors having a Proven Claim.

If any person is to attend the Meeting (or any adjournment thereof) on behalf of a Creditor and vote on the Plan, or if the Creditor wishes to appoint a representative designated by the Monitor to act as the Creditor's proxy, this proxy form must be completed and signed by the Creditor and either: (i) received by the Monitor, McEown + Associates Ltd., by no later than 5:00 p.m. (Vancouver time) on December 18, 2020; or (ii) deposited with the Chair of the Meeting prior to the start of the Meeting.

THE UNDERSIGNED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints _____ or, if nobody is specified, nominates John McEown of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, or such person as he may designate as nominee of the Creditor, with power of substitution, to attend on behalf of and act for the undersigned Creditor at the Meeting to be held in order to consider and, if thought advisable, vote in respect of the resolution to approve the Plan and at any and all adjournments of the Meeting, and to vote the full amount of the Creditor's total Proven Claims as follows:

A. (mark only one):

VOTE FOR approval of the Plan; or

VOTE AGAINST approval of the Plan; and

B. If neither of the options noted above is selected, to vote at the nominee's discretion and otherwise act for and on behalf of the Creditor in respect of any amendments or variations to the Plan or in respect of any other matters that may come before the Meeting, or any adjournment thereof.

Dated at _____ this _____ day of _____, 2020.

Signature:

(if creditor is an individual)

Name: _____

(print name of Creditor as it appears on the Proof of Claim form)

Signature:

(if creditor is a corporation this section must be completed by a duly authorized officer or attorney of the corporation)

Name: _____

Title: _____

(print name and title of signatory)

Witness Signature:

(only applicable if Creditor is an individual)

Name: _____

Phone number: _____

(print name of witness and include day time phone number)

Phone number of Creditor: _____

Email address of Creditor: _____

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This proxy should be read conjunction with the Plan and the Meeting Order, copies of which are included in the Meeting Materials delivered to you and are available on the Monitor's website at: <https://www.mceownassociates.com/all-canadian-investment-corporation> .
2. Each Creditor who has a right to vote at the Meeting has the right to appoint a person (who does not need to be a Creditor) to attend, act, and vote for and on their behalf at the Meeting. or any adjournments thereof, and such right may be exercised by inserting in the space provided the name of the person to be appointed
3. If no name has been inserted in the space provided, John McEown of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, or such other representative of the Monitor as he may designate, shall be deemed to be appointed as proxy holder for the Creditor, with the power of substitution.
4. If an officer of McEown + Associates Ltd. in its capacity as Monitor of the Petitioner, is appointed or is deemed to be appointed as proxy holder, and the Creditor fails to indicate a vote for or against the approval of the Plan on this proxy, this proxy will be voted **FOR** approval of the Plan.
5. If the proxy is not dated in the space provided therefor, it shall be deemed to bear the date on which it is received by the Monitor.
6. This proxy must be signed by the Creditor or by his or her attorney duly authorized in writing or, where the Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
7. Valid proxies bearing or deemed to be bearing a later date shall revoke this proxy. In the event that more than one valid proxy for the same Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purposes of the vote.
8. This proxy must be received by the Monitor by email: jm@mceownassociates.ca, Fax: (604) 558-8021 or delivery by no later than 5:00 pm (Vancouver Time) on December 18, 2020, at the following address:

McEown + Associates Ltd.
Court-appointed Monitor of All Canadian Investment Corporation
110 – 744 West Hastings Street,
Vancouver, BC V6C 1A5
Attention: John McEown
9. This proxy may also be deposited with the Chair of the Meeting prior to commencement of the Meeting and no proxy will be accepted by the Chair of the Meeting after commencement of the Meeting.