

03-Apr-20

REGISTRY

Court File No. VLC-S-S-1710393  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF THE *CANADIAN CORPORATIONS ACT*,  
R.S.C. 1985, c. C-44, AS AMENDED

AND

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

**AFFIDAVIT**

I, SANDRA RILEY, Legal Assistant, of 1100 One Bentall Centre, 505 Burrard Street, in the City of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Legal Assistant with the law firm of Kornfeld LLP, the solicitors for McEown and Associates Ltd., the Monitor in the CCAA proceedings of ACIC (the "**Monitor**"), and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be upon information and belief and where so stated I verily believe them to be true.
2. I am authorized by the Monitor to make this Affidavit.

3. Attached to this my Affidavit and marked as **Exhibit "A"** to this my Affidavit is a true copy of the Notice of Revision or Disallowance delivered by the Monitor to Mr. Kelly, counsel for Parkland Funding Ltd.
4. Attached as **Exhibit "B"** to this my Affidavit is a true copy of the Claims Process Order.
5. Attached as **Exhibit "C"** to this my Affidavit is a true copy of the First Proof of Claim of Parkland Funding Ltd. dated December 29, 2019.
6. I am advised by the Monitor and do verily believe that this Proof of Claim was withdrawn by counsel for Parkland Funding Ltd. and replaced with the Proof of Claim dated January 10, 2020, which was disallowed by the Monitor as set out in **Exhibit "A"** hereto.
7. Attached as **Exhibit "D"** to this my Affidavit is a true copy of the 1st Affidavit of Hana Sparks sworn January 2, 2020.
8. Attached as **Exhibit "E"** to this my Affidavit is a true copy of the 2nd Affidavit of Hana Speaks sworn January 10, 2020.
9. Attached as **Exhibit "F"** to this my Affidavit is a true copy of the 3rd Affidavit of Hana Sparks sworn February 19, 2020.

SWORN BEFORE ME at the City of  
 Vancouver, in the Province of  
 British Columbia, this 3rd  
 day of April, 2020.

\_\_\_\_\_  
 A Commissioner for taking Affidavits  
 for British Columbia

**Douglas B. Hyndman**  
 Barrister & Solicitor  
 1100 - 505 Burrard Street  
 Vancouver, B.C. V7X 1M5  
 Telephone: (604) 331-8300

*Sandra Riley*  
 \_\_\_\_\_  
 SANDRA RILEY

This is Exhibit "A" referred to in the affidavit of Sandra Riley sworn before me at Vancouver in the Province of British Columbia this 3rd day of April, A.D. 2020

A Commissioner for taking Affidavits within British Columbia

Court No. S1710393  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED**

AND

**IN THE MATTER OF THE BUSINESS CORPORATIONS ACT,  
S.B.C. 2002, c. 57, AS AMENDED**

AND

**IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT,  
R.S.C. 1985, C. C-44, AS AMENDED**

**NOTICE OF REVISION OR DISALLOWANCE**

TO: Name of Creditor: Parkland Funding Ltd. ("Parkland")

Pursuant to the Claims Process Order, McEown and Associates Ltd. (the "Monitor"), in its capacity as court-ordered monitor of All Canadian Investment Corporation, gives you notice that your Proof of Claim dated January 10, 2020 has been reviewed and the Monitor, in consultation with All Canadian Investment Corporation ("ACIC"), has revised or disallowed your Proof of Claim for the following reasons:

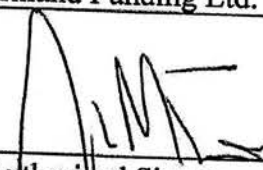
Your claim in the amount of \$200,000 (the "Claim") has been disallowed in full for the following reasons:

1. The Claim arises out of the alleged failure, refusal or neglect of ACIC Financial Development Corp. ("AFDI") to honour a formal demand for redemption of \$200,000 of preferred shares of AFDI in or about August of 2015.
2. In an effort to recover the Claim, on January 4, 2016, Parkland commenced an action against ACIC, AFDI, Donald F. Bergman and Wayne Blair (the "Defendants") in the Supreme Court of British Columbia, Kelowna Registry, under No. 109643 (the "Action").
3. The Defendants defended the Action in a Response to Civil Claim filed in the Action January 26, 2016.
4. Parkland filed a Proof of Claim dated December 29, 2019 (the "First Proof of Claim").

5. Parkland's First Proof of Claim was supported by an Affidavit of Hana Sparks sworn January 2, 2020 (the "First Sparks Affidavit").
6. According to Exhibits "A" and "B" to the First Sparks Affidavit, Parkland and the Defendants, through their legal counsel, agreed to a settlement of the Action in or about September of 2016 whereby AFDI agreed to make payments to Parkland totalling \$205,000 (the "Second Settlement").
7. The First Proof of Claim was then withdrawn and Parkland filed a second Proof of Claim dated January 10, 2020 (the "Second Proof of Claim").
8. In support of the Second Proof of Claim, Parkland attached a second Affidavit of Hana Sparks sworn January 10, 2020 (the "Second Sparks Affidavit").
9. According to the materials attached as exhibits to the Second Sparks Affidavit in support of Parkland's Second Proof of Claim, the Plaintiff and the Defendants, through their respective legal counsel, reached a settlement of the Action in or about February of 2016, and prior to the Second Settlement, which contemplated a payment of the sum of \$200,000 (the "First Settlement").
10. The Second Settlement superseded the First Settlement.
11. Neither the First Settlement nor the Second Settlement was consummated.
12. Neither the First Settlement nor the Second Settlement made Parkland a creditor of ACIC.
13. Parkland is neither a preferred shareholder nor a creditor of ACIC in respect of the Claim or any part thereof.
14. Any claim of Parkland is a claim against AFDI and not against ACIC.

Subject only to the appeal of this disallowance being successfully brought by you in full compliance with the provisions of the Claims Process Order, including the prescribed time for any appeal to be filed, your claim will be allowed as follows:

Name of Creditor	Amount Claims	Amount Allowed
Parkland Funding Ltd.	\$200,000	NIL

Per:   
 Authorized Signatory  
 McEown and Associates Ltd.

If you wish to object to this Notice of Disallowance, you must, within **21 days** of the date of delivery of this Notice of Revision or Disallowance, file and serve a Notice of Application and any supporting Affidavit(s), at the Vancouver Registry of Supreme Court of British Columbia and to the address below to be heard by the Court on a date to be agreed to by counsel for the Monitor:

KORNFELD LLP  
1100 One Bentall Centre  
505 Burrard Street, Box 11  
Vancouver, British Columbia V7X 1M5  
Attention: Douglas B. Hyndman  
Email: dhyndman@kornfeldllp.com

Subject to further dispute by you in accordance with the provisions of the Proof of Claim, your claim will be allowed at \$ NIL for the purposes of voting and distribution.

A copy of the Claims Process Order is available on the Monitor's website at <https://www.mceownassociates.com/all-canadian-investment-corporation>.

DATED at Vancouver, British Columbia, this 31<sup>st</sup> day of January, 2020.

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This is Exhibit " B " referred to in the affidavit of ... Sandra Riley ... sworn before me at ... Vancouver ... in the Province of British Columbia this 3rd day of April ... A.D. 20 20  
A Commissioner for taking Affidavits within British Columbia

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  
(CLAIMS PROCESS ORDER)**

BEFORE THE HONOURABLE ) THE 18<sup>th</sup> DAY OF NOVEMBER 2019  
MR. JUSTICE WALKER )  
) \_\_\_\_\_

ON THE APPLICATION of All Canadian Investment Corporation (the "Petitioner") dated November 14, 2019 coming on for hearing at Vancouver, British Columbia on this 18<sup>th</sup> 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:

**DEFINITIONS**

1. For the purposes of this Order, capitalized terms and expressions shall have the meanings set out in the Order of this Court pronounced in these proceedings on November 10, 2017 (as extended and varied from time to time, the "Initial Order"), and where not defined in the Initial Order, shall have the following meanings:

- (a) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Vancouver, British Columbia;
- (b) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- (c) **“CCAA”** means the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36;
- (d) **“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*;
- (e) **“Claims Bar Date”** means 4:00 p.m. (Vancouver Time) on January 10, 2020;
- (f) **“Claims Package”** means the document package which shall include a copy of the Instruction Letter, a Proof of Claim and such other materials as the Monitor considers necessary or appropriate;
- (g) **“Claims Procedure”** means the procedures outlined in this order in connection with the assertion of Claims against the Petitioner;
- (h) **“Court”** means the Supreme Court of British Columbia;
- (i) **“Creditor”** means any Person asserting a Claim or potentially having a Claim as determined by the Monitor but in accordance with the Equity Claims Direction Order, does not include Preferred Shareholders;
- (j) **“Dispute Package”** means, with respect to any Claim, a copy of the related Proof of Claim and Notice of Revision or Disallowance;
- (k) **“Equity Claims Direction Order”** means the Order pronounced in the Reasons for Judgment of Mr. Justice Walker pronounced September 4, 2019 in which it was determined that the claims of all of the Petitioner’s Preferred Shareholders fall within the ambit of ‘equity’ claims as defined in s. 2 of the CCAA;
- (l) **“Governmental Agency”** means any federal, provincial, state or local government, agency or instrumentality thereof or similar entity, howsoever designated or constituted exercising executive, legislative, judicial, regulatory or administrative functions in Canada, the United States, or elsewhere;

- (m) **“Instruction Letter”** means the letter regarding completion of a Proof of Claim to be provided to Creditors, which letter shall be substantially in the form attached hereto as **Schedule “B”**;
- (n) **“Monitor”** means Boale, Wood and Company Ltd., in its capacity as the court-appointed monitor of the Petitioner;
- (o) **“Monitor’s Website”** means <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>;
- (p) **“Notice of Revision or Disallowance”** means a notice to a Creditor revising or disallowing such Creditor's Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached hereto as **Schedule “D”**;
- (q) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, employee or other association, Governmental Agency, or similar entity, howsoever designated or constituted;
- (r) **“Preferred Shareholders”** shall mean all Persons legally entitled to be registered in the central securities register of the Petitioner as the owners of preferred shares in the capital of the Petitioner;
- (s) **“Proof of Claim”** means the form to be completed and filed by a Creditor setting forth its Claim, which shall be substantially in the form attached hereto as **Schedule “C”**;
- (t) **“Proven Claim”** means a Claim that has been allowed by the Monitor or has been deemed to have been allowed by the Monitor pursuant to the terms of this Order;
- (u) **“Schedules”** means, collectively, Schedules “A” to “D” as attached to this Order;
- (v) **“Statement of Account”** means a document detailing the amounts advanced to ACIC and any amounts received by a creditor from ACIC; and
- (w) **“Unknown Creditor”** means a Creditor whose Claim is unknown by the Monitor as of the date of pronouncement of this Order and who does not receive a Claims Package from the Monitor.



## **NOTICE OF CLAIMS**

2. The Monitor, in addition to its prescribed rights and obligations under the CCAA and the Initial Order, shall administer the claims procedures provided for herein and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.
3. The Monitor shall cause a Claims Package to be sent to each Creditor no later than November 28, 2019.
4. The Monitor shall cause a notice, substantially in the form of the Instruction Letter, to be placed in the Vancouver Sun newspaper no later than November 28, 2019.
5. The Monitor shall cause a copy of the Claims Package to be posted on the Monitor's Website, until the Claims Bar Date.
6. The Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

## **FILING PROOF OF CLAIMS**

7. Every Creditor asserting a Claim against the Petitioner shall set out its aggregate Claim in a Proof of Claim and deliver that Proof of Claim to the Monitor so that it is received by no later than the Claims Bar Date, or such later date as the Monitor may, in its sole discretion, agree to in writing.
8. Any Creditor who does not deliver a Proof of Claim in respect of a Claim as required under this Order, on or before the Claims Bar Date (or such later date as the Monitor may, in its sole discretion, agree to in writing), shall be forever barred from asserting such Claim against the Petitioner and such Claim shall be forever extinguished.

## **DETERMINATION OF CLAIMS**

9. The Monitor is hereby authorized and directed to use reasonable discretion as to the adequacy of compliance in the manner in which Proofs of Claim are completed and executed and where the Monitor is satisfied that a Claim has been adequately proven, it may in its discretion agree to waive strict compliance with the requirements of this Order as to the completion and execution of the Proof of Claim.
10. The Monitor shall review each Proof of Claim received by the Claims Bar Date, or by such other date as the Monitor has agreed to in writing, and shall accept, revise or disallow the Claim.

**CLAIM DISPUTES**

11. Upon completion of its review of each Proof of Claim and its determination of the validity and value of the Claims in accordance with paragraph 10 hereof, the Monitor shall prepare a Report to the Court (the "Claims Report") summarizing all Claims it has determined to accept as submitted ("Accepted Claims"), all claims it has determined to accept in an amount other than as submitted ("Revised Claims"), and all claims it has determined to reject ("Disallowed Claims"), and shall deliver a copy of the Claims Report to all parties via email to the electronic addresses, or such other address contained in the Proof of Claim.

12. The Monitor shall, within 3 business days of service of the Claims Report, publish upon the Monitor's Website a copy of the Claims Report and copies of all Accepted Claims and Revised Claims, together with all documents filed in connection with such Accepted Claims and Revised Claims.

13. In addition to delivering the Claims Report, if the Monitor determines to revise or disallow a Claim, the Monitor shall, within 3 business days of delivery of the Claims Report, deliver a Notice of Revision or Disallowance to the affected Creditor at the address as shown on the Proof of Claim.

14. Any Creditor who disputes the revision or disallowance of its Claim as set forth in a Notice of Revision or Disallowance shall, within 21 days after the date of delivery of the Claims Report, seek a determination by the Court of the validity and/or value of its Claim by filing with the Court, and serving upon the Monitor, a Notice of Application, together with all other documents upon which the Creditor intends to rely (the "Disputing Creditor Application").

15. Any Creditor who fails to file and serve a Disputing Creditor Application in connection with any Claim within the deadline set forth in paragraph 14 hereof shall be deemed to accept the revision and/or disallowance of such Claim, and any Claim that is not disputed within the deadline set forth in paragraph 14 hereof shall constitute a Proven Claim, and shall be final and binding upon the Creditor.

16. If the Petitioner disputes the allowance or revision of any Claim, it shall, within 21 days after the date of delivery of the Claims Report, seek a determination by the Court of the validity and/or value of such Claim by filing with the Court, and serving upon the Monitor and the affected Creditor, a Notice of Application, together with all other documents upon which the Petitioner intends to rely (the "Disputing Petitioner Application").

17. If the Petitioner fails to file and serve a Disputing Petitioner Application in connection with any Claim within the deadline set forth in paragraph 16 hereof, the Petitioner shall be deemed to accept the allowance or revision of such Claim, and any Claim that is not

disputed within the deadline set forth in paragraph 16 hereof shall be final and binding upon the Petitioner.

18. A Disputing Creditor Application or a Disputing Petitioner Application shall proceed before the Court as a true appeal and shall be heard upon such further terms as may be ordered by this Court, and for such purposes the Monitor is authorized and directed to seek directions from this Court in connection with any Disputing Petitioner Application and any Disputing Petitioner Application.

19. Subject to further Court Order, the Monitor may revise or disallow any Claim to the extent that the position being asserted conflicts with the Equity Claims Direction Order, and any Disputing Creditor Application submitted by a Preferred Shareholder shall be invalid to the extent that it conflicts with the Equity Claims Direction Order.

**GENERAL PROVISIONS REGARDING THE CLAIMS PROCESS**

20. Any Creditor who provides an email address, facsimile number or alternate address for delivery to the Monitor shall be deemed to consent to receiving materials at that email address, facsimile number or alternate address for delivery.

21. The Claims Process and the forms in the attached Schedules are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make minor changes to the forms as the Monitor may consider necessary or desirable.

22. Any notice or communication required to be delivered pursuant to the Claims Procedure shall be in writing and may be delivered by facsimile, electronic mail, personal delivery, courier or prepaid mail addressed to the Monitor as follows:

Boale, Wood & Company Ltd.  
1140 – 800 West Pender Street  
Vancouver, BC V6C 2V6  
Attention: John McEown  
Email: jmceown@boalewood.ca

23. Except as otherwise expressly provided herein, the Monitor be at liberty to serve , deliver or send any materials and orders in these proceedings, or any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to Creditors or other interested parties at their respective addresses as last shown on the records of the Petitioner and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by ordinary mail, on the third Business Day after mailing.

24. References in this Order to the singular shall include the plural, references to the plural shall include the singular and references to any gender shall include the other gender.

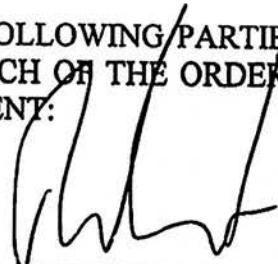
25. Any party affected by this Order may apply to this Court for an alteration or variation of this Order or direction as to the implementation of this Order upon two days' notice to the Monitor and the Petitioner and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

26. The Monitor may apply to this Court for advice and directions in relation to this Order or with respect to any matter relating to the Claims Process.

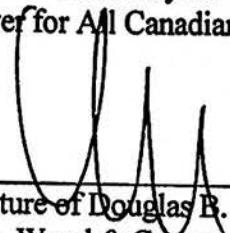
27. References in this Order to the singular shall include the plural and references to the plural shall include the singular and to any gender shall include the other gender.

28. Endorsement of this Order as to form by counsel appearing on this application, other than counsel for the Monitor and 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:

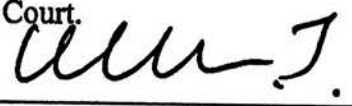


Signature of Jeremy D. West,  
Lawyer for All Canadian Investment Corporation



Signature of Douglas B. Hyndman,  
Boale, Wood & Company Ltd., in its capacity as court-appointed  
Monitor of All Canadian Investment Corporation

By the Court.



Registrar

**SCHEDULE "A"**

**LIST OF COUNSEL APPEARING**

<b>Name of Counsel:</b>	<b>Counsel for:</b>
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" -INSTRUCTION LETTER TO CREDITORS**

<https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>

No. S1710393  
Vancouver Registry

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**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**

On November 8, 2017, All Canadian Investment Corporation ("ACIC") filed a petition with the Supreme Court of British Columbia pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the "CCAA"). On November 10, 2017, Boale, Wood & Company Ltd. (the "Monitor") was appointed as the monitor in B.C.S.C. Vancouver Registry File No. S1710393 (the "CCAA Proceedings").

Pursuant to an Order of the Supreme Court of British Columbia made on November 18, 2019 in the CCAA Proceedings (the "Claims Process Order"), the Monitor has been authorized to conduct a Claims Process for the determination of Claims of Creditors against ACIC. Capitalized terms not defined within this letter shall have the meaning ascribed thereto in the Claims Process Order.

If you are a Creditor with a Claim against ACIC and you did not receive a Claims Package from the Monitor, then you must file a Proof of Claim. Please carefully review the following documents as they affect your legal rights:

1. The Claims Process Order; and
2. A Proof of Claim and instructions.

**If you would like to submit a Proof of Claim as a Creditor of ACIC, then you must deliver to the Monitor a properly completed Proof of Claim with supporting documentation, in the form attached, by ordinary mail, registered mail, courier, facsimile or personal delivery and be received by the Monitor by the "Claims Bar Date" of 4:00 p.m. (Local Vancouver Time) on or before January 10, 2020, at:**

**Boale, Wood & Company Ltd.  
 1140 – 800 West Pender Street  
 Vancouver, British Columbia V6C 2V6**

**Attn: John McEown  
 Tel: (604) 605-3335  
 Fax No. (604) 605-3359**

**IF ANY CREDITOR FAILS TO FILE A PROOF OF CLAIM WITH THE MONITOR BY THE CLAIMS BAR DATE, JANUARY 10 2020, THEN SUCH CREDITOR WILL BE BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ACIC AND SUCH CLAIMS SHALL BE FOREVER RELEASED AND EXTINGUISHED, AND SUCH CREDITOR WILL NOT BE ENTITLED TO RECEIVE ANY FURTHER NOTICE OR FURTHER PARTICIPATION IN THE CCAA PROCEEDINGS.**

The process for the revision or disallowance of a Claim and the process for appealing such revision or disallowance is set out in the Claims Process Order. If the Monitor revises or disallows your claim in whole or in part and if you fail to appeal such disallowance within 21 days of the date of delivery of any Notice of Revision or Disallowance, your claim will be deemed to be revised or disallowed as set out in the Notice of Revision or Disallowance and such Notice of Revision or Disallowance will be final and binding upon you for all purposes.

Additional documents and pertinent information regarding the CCAA Proceeding may be obtained from this website.

**SCHEDULE "C" – PROOF OF CLAIM**

Court No. S1710393  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

**PROOF OF CLAIM**

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

- 1) The properly completed Proof of Claim must be delivered by ordinary mail, registered mail, courier, facsimile or personal delivery to Boale, Wood & Company Ltd. (the "**Monitor**") at:

Boale, Wood & Company Ltd.  
#1140 – 800 West Pender Street  
Vancouver, BC V6C 2V6  
Fax No.: (604) 605-3359

Attention : John McEown

- 2) Full Legal Name of Creditor: \_\_\_\_\_ (the "**Creditor**").

- 3) Full Mailing Address of the Creditor:



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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4) Telephone Number: \_\_\_\_\_
- 5) Email: \_\_\_\_\_
- 6) Fax Number: \_\_\_\_\_
- 7) Claim Details:

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

My Claim amount is \$ \_\_\_\_\_

**THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:**

- 1) I am a Creditor of ACIC.
- 2) I have knowledge of all the circumstances concerning the Claim hereafter referred to.
- 3) That ACIC was, at the date of the Initial Order, namely November 10, 2017, and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the Statement of Account (or affidavit) attached and marked as Schedule "A", after deducting any counterclaims to which ACIC is entitled. Claims must be submitted in Canadian dollars only.
- 4) Attached as Schedules to this Proof of Claim are:
  - A. A Statement of Account detailing:
    - i. the amounts advanced by you to ACIC; and
    - ii. any amounts received by you or paid to any third party on behalf of or for the benefit of you from ACIC.
  - B. All documents supporting the amounts shown in the Statement of Account.

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

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Per: \_\_\_\_\_  
[Name of Creditor – please print]

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

\_\_\_\_\_  
Witness

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

**SCHEDULE "D" – NOTICE OF REVISION OR DISALLOWANCE**

Court No. S1710393  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*,  
R.S.C. 1985, C. C-44, AS AMENDED

**NOTICE OF REVISION OR DISALLOWANCE**

TO: Name of Creditor: \_\_\_\_\_

Pursuant to the Claims Process Order, Boale, Wood & Company Ltd. (the "Monitor"), in its capacity as court-ordered monitor of All Canadian Investment Corporation, gives you notice that your Proof of Claim dated \_\_\_\_\_, 2019 has been reviewed and the Monitor, in consultation with All Canadian Investment Corporation, has revised or disallowed your Proof of Claim for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject only to the appeal of this disallowance being successfully brought by you in full compliance with the provisions of the Claims Process Order, including the prescribed time for any appeal to be filed, your claim will be allowed as follows:

Name of Creditor	Amount Claims	Amount Allowed

Per: \_\_\_\_\_  
Authorized Signatory  
Boale, Wood & Company Ltd.

If you wish to object to this Notice of Disallowance, you must, within **21 days** of the date of delivery of this Notice of Revision or Disallowance, file and serve a Notice of Application and any supporting Affidavit(s), at the Vancouver Registry of Supreme Court of British Columbia and to the address below to be heard by the Court on a date to be agreed to by counsel for the Monitor:

KORNFELD LLP  
1100 One Bentall Centre  
505 Burrard Street, Box 11  
Vancouver, British Columbia V7X 1M5  
Attention: Douglas B. Hyndman  
Email: dhyndman@kornfeldllp.com

Subject to further dispute by you in accordance with the provisions of the Proof of Claim, your claim will be allowed at \$\_\_\_\_\_ for the purposes of voting and distribution.

A copy of the Claims Process Order is available on the Monitor's website at <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>.

DATED at Vancouver, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2019.

No. S1710393  
Vancouver Registry

IN THE SUPREME COURT OF  
BRITISH COLUMBIA

BETWEEN:

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

**CLAIMS PROCESS ORDER**

File No.: 228558-0000

Initials: JDW

**WATSON GOEPEL LLP**

Lawyers

Suite 1200 - 1075 West Georgia Street

VANCOUVER, B.C.

V6E 3C9

Tel: (604) 688 1301

Fax: (604) 688 8193

19

Court No. S1710393  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**  
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*,  
R.S.C. 1985, C. C-44, AS AMENDED

AND

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

**PROOF OF CLAIM**

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

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

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

Attention : John McEown

- 2) Full Legal Name of Creditor: Parkland Funding Ltd. (the "Creditor").

This is Exhibit " C " referred to in the  
affidavit of Sandra Riley  
sworn before me at Vancouver  
in the Province of British Columbia  
this 22 day of April A.D. 2020

.....  
A Commissioner for taking Affidavits  
within British Columbia

3) Full Mailing Address of the Creditor:

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

c/o Sean Kelly Law  
1353 Ellis Street  
Suite 101  
Kelowna BC V1Y 1Z9

4) Telephone Number: (250) 860-4201

5) Email: sean@seankellylaw.ca

6) Fax Number: (855) 387-0215

7) Claim Details:

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

My Claim amount is \$ 205,000.00 as at November 10, 2017

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

- 1) I am a Creditor of ACIC.
- 2) I have knowledge of all the circumstances concerning the Claim hereafter referred to.
- 3) That ACIC was, at the date of the Initial Order, namely November 10, 2017, and still is, indebted to the creditor in the sum of \$ 205,000.00 as specified in the Statement of Account (or affidavit) attached and marked as Schedule "A", after deducting any counterclaims to which ACIC is entitled. Claims must be submitted in Canadian dollars only.
- 4) Attached as Schedules to this Proof of Claim are:
  - A. A Statement of Account detailing:
    - i. the amounts owing to me for services rendered or advances made by me to ACIC;

- ii. interest accrued on amounts owed; and
- iii. any amounts received by me or paid to any third party on behalf of or for the benefit of me from ACIC

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

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

DATED at Kelowna, BC, this 29th day of December, 2019.

Per: Parkland Funding Ltd.  
[Name of Creditor - please print]

[Signature]  
Signature of Creditor *authorizing*  
*signature*

[Signature]  
Signature of Witness

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



This is Exhibit "D" referred to in the affidavit of Sandra Riley sworn before me at Vancouver in the Province of British Columbia this 3rd day of April A.D. 2020  
A Commissioner for taking Affidavits within British Columbia

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**

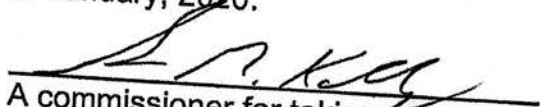
**AFFIDAVIT**

I, Hana Sparks Legal Administrative Assistant, of the city of Kelowna in the province of British Columbia, SWEAR THAT:

1. I have been authorized by Parkland Funding Ltd. "(Parkland)" an Alberta corporation to swear this affidavit on its behalf.
2. Parkland is a creditor of the All Canadian Investment Corporation ("ACIC") by virtue of a settlement reached to settle the claims of Parkland brought in in the British Columbia Supreme Court in the Kelowna Registry having court file number 109643.
3. That Supreme Court Action was filed on January 4, 2016 and it was settled in September of 2016. Attached hereto as Exhibit "A" is a true copy of the offer made on behalf of All Canadian Investment Corporation on September 6, 2016.
4. The offer of September 6, 2016 was countered by Parkland on September 13, 2016 who sought an additional \$5,000.00 payment on top of the \$200,000.00 offered by ACIC. ACIC accepted this counter and agreed to pay the additional \$5,000.00 on September 20, 2016. Attached hereto as Exhibit "B" is a true copy of the email from then counsel for Parkland.

5. ACIC failed to pay any of the settlement amount owing prior to this CCRA proceeding starting and the full amount of the \$205,000.00 is still outstanding and owing.

**SWORN BEFORE ME** at the City of Kelowna, in the Province of British Columbia on this 2nd day of January, 2020.



A commissioner for taking affidavits for British Columbia

**SEAN M. KELLY**  
 Barrister & Solicitor  
 101 - 1353 Ellis Street  
 Kelowna, B.C., V1Y 1Z9  
 250-860-4201

)  
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**HANA SPARKS**

Reply to: Jim Schmidt  
Direct Tel: 604.891.7716  
Email: JSchmidt@cwilson.com  
File No:

CLARK WILSON LLP  
Barristers & Solicitors  
Patent & Trade-Mark Agents  
900 - 885 West Georgia Street  
Vancouver, BC V6C 3H1 Canada  
T. 604.687.5700 F. 604.687.6314  
cwilson.com

September 6, 2016

VIA E-MAIL - sean@seankellylaw.ca

Sean Kelly Law  
#101 - 1353 Ellis Street  
Kelowna, BC V1Y 1Z9

Attention: Sean M. Kelly

Dear Sir:

Re: Parkland Funding Ltd. v. All Canadian Investment Corporation et al.  
Supreme Court of British Columbia, Kelowna Registry, Action No. 109643

WITHOUT PREJUDICE

Further to our correspondence concerning this matter, I have now received instructions from my clients to offer to settle this matter on the following basis:

1. The defendant, ACIC Financial Development Inc. ("AFDI"), will pay your client the amount of \$200,000, commencing in October 2016, consisting of \$25,000 quarterly payments for eight consecutive calendar quarters, with the final payment in July 2018;
2. Your client will forthwith discontinue the action against all the defendants; and,
3. Your client will forthwith execute a release that will be held in trust pending completion of the payment obligation in subparagraph (1), above. The release will release the defendants in respect of all claims or causes of action arising from or related to the facts alleged and relief claimed in the action.

As an alternative to subparagraph (1) above, but with the other terms unchanged, AFDI will pay installments of \$50,000 beginning in October 2016, and continuing over the next three consecutive calendar quarters, with the final payment in July 2017. Although this would provide payment of the \$200,000 more quickly, it would, as I understand it from my clients, likely mean a lesser dividend to your client.

The defendants reserve the right to bring this offer to the attention of the court for consideration in relation to costs after the court has pronounced judgment on all other issues in this proceeding. I look forward to hearing from you.

Yours truly,

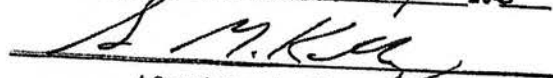
CLARK WILSON LLP

Per:

Jim Schmidt  
JYS/nep

CW10221820.1

This is Exhibit "A" referred to in the affidavit of Hann Spinks, sworn before me this 3rd day of January 2016.



A Commissioner for taking affidavits  
within British Columbia  
A Notary Public in and for the Province  
of British Columbia

From: Jim Schmidt JSchmidt@cwilson.com  
Subject: RE: Parkland Funding Ltd. v. ACIC (S.C.B.C., Kelowna Action No. 109643)  
Date: September 20, 2016 at 11:07 AM  
To: Sean Kelly sean@seankellylaw.ca  
Cc: Sean Kelly Legal Assistant assistant@seankellylaw.ca

Sean --

Thanks for your message.

My clients will settle on the terms previously proposed by me, in my letter of September 6, 2016, plus the payment of \$5,000. I expect to receive the \$5,000 payment shortly and when I do will make arrangements to forward the funds to you. I expect this process will take ten days to two weeks.

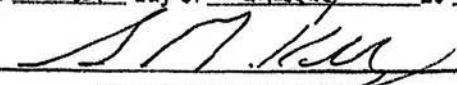
I will forward a draft release to you in the interim.

Please note the \$5,000 payment is being made only as a gesture of good faith and in order to expedite the resolution of this matter.

Regards,

Jim

Jim Schmidt | Clark Wilson LLP  
Partner  
900-885 West Georgia Street | Vancouver, BC | V6C 3H1  
Tel: 604.891.7716 | Fax: 604.687.6314 | Email: JSchmidt@cwilson.com  
[www.cwilson.com](http://www.cwilson.com) | [Contact Information](#) | [Profile](#)

This is Exhibit "B" referred to in the affidavit of Hane Sparks, sworn before me this 2nd day of January 2020  
  
A Commissioner for taking affidavits within British Columbia  
A Notary Public in and for the Province of British Columbia

This e-mail may be confidential. Unauthorised use is prohibited. Unintended recipients are asked to return and delete this message. E-mail is inherently vulnerable to interception and we will use alternate means upon request.

From: Sean Kelly [mailto:sean@seankellylaw.ca]  
Sent: Tuesday, September 13, 2016 10:20 PM  
To: Jim Schmidt  
Cc: Sean Kelly Legal Assistant; Nadia Parks  
Subject: Re: Parkland Funding Ltd. v. ACIC (S.C.B.C., Kelowna Action No. 109643)

Hi Jim,

My client is willing to accept your clients' offer of the \$25,000.00 quarterly payments beginning in October as set out in your letter of September 6th, subject to your clients agreeing to make an additional \$5,000.00 payment within 10 days. You will recall that after the previous settlement agreement collapsed and my client had to incur significant additional costs for me to travel to Alberta to gather the necessary information to respond to your clients' demand for particulars and to prepare the List of Documents, my client advised that the cost of the settlement would go up.

This additional payment could be considered a contribution towards Costs of the action or a

This is Exhibit " E " referred to in the affidavit of ... Sandra Riley ... sworn before me at ... Vancouver ... in the Province of British Columbia this 3rd day of April ... A.D. 20 20 ...  
A Commissioner for taking Affidavits within British Columbia

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

**AFFIDAVIT**

I, Hana Sparks Legal Administrative Assistant, of the city of Kelowna in the province of British Columbia, SWEAR THAT:

1. I have been authorized by Parkland Funding Ltd. ("Parkland") an Alberta corporation to swear this affidavit on its behalf and this is my second affidavit in this proceeding.
2. Parkland is a creditor of the All Canadian Investment Corporation ("ACIC") by virtue of a settlement reached between the two companies to settle the claims of Parkland brought in in the British Columbia Supreme Court in the Kelowna Registry having court file number 109643.
3. That Supreme Court Action was filed on January 4, 2016 and named All Canadian Investment Corporation as one of the defendants.
4. Mr. Jim Schmidt wrote to counsel for Parkland Funding Ltd. on January 11, 2016 advising that he was retained by the defendants in that proceeding.. Attached hereto as Exhibit "A" is a true copy of that letter.

- 5. On February 12, 2016 Mr. Schmidt emailed counsel for Parkland Funding Ltd. with an offer that his clients, which included ACIC, would pay Parkland \$200,000.00 in exchange for without costs dismissal of the claims against all defendants. Attached hereto as Exhibit "B" is a true copy of the email from counsel for ACIC and the other Defendants.
- 6. This offer was accepted by Parkland a few hours later on the same day. Attached hereto as Exhibit "C" is a true copy of that email accepting the offer.
- 7. ACIC and the other Defendants failed to pay the settlement amount owing prior to this CCRA proceeding starting and the full amount of the \$200,000.00 is still outstanding and owing.

SWORN BEFORE ME at the City )  
 of Kelowna, in the Province of )  
 British Columbia on this 10th day )  
 of January, 2020. )  
 \_\_\_\_\_ )  
 A commissioner for taking )  
 affidavits for British Columbia )

*Hana Sparks*  
 \_\_\_\_\_  
 HANA SPARKS

# CLARK WILSON LLP

Reply to: Jim Schmidt  
Direct Tel: 604.891.7716  
Email: JSchmidt@cwilson.com  
File No:

CLARK WILSON LLP  
Barristers & Solicitors  
Patent & Trade-Mark Agents  
900 – 885 West Georgia Street  
Vancouver, BC V6C 3H1 Canada  
T. 604.687.5700 F. 604.687.6314  
cwilson.com

January 11, 2016

VIA E-MAIL – sean@seankellylaw.ca

Sean Kelly Law  
#101 - 1353 Ellis Street  
Kelowna, BC  
V1Y 1Z9

Attention: Sean M. Kelly

Dear Sirs:

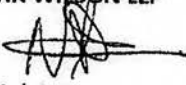
**Re: Parkland Funding Ltd. v. All Canadian Investment Corporation et al.  
Supreme Court of British Columbia, Kelowna Registry, Action No. 109643**

We have been retained by the defendants and are in the process of taking instructions in order to prepare, file and serve a Response to Civil Claim.

In the interim, we ask that no further steps be taken against our client without adequate, prior written notice to our office.

Yours truly,

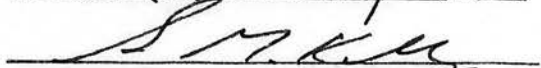
CLARK WILSON LLP

Per: 

LAA For:  
Jim Schmidt

JYS/nea

This is Exhibit "A" referred to in the affidavit of Hans Sparks, sworn before me this 10th day of January 2020



A Commissioner for taking affidavits  
within British Columbia  
A Notary Public in and for the Province  
of British Columbia

30

From: Jim Schmidt JSchmidt@cwilson.com  
Subject: Parkland v All Canadian et al: WITHOUT PREJUDICE  
Date: February 12, 2016 at 7:25 AM  
To: sean@seankellylaw.ca



Hi Sean –

My clients are in a position to fund payment to your client of the sum of \$200,000. That can be done immediately upon you providing me with a signed consent dismissal order in the usual form, providing for a without costs dismissal against all defendants on the same basis as if pronounced after a trial on the merits.

Please confirm this resolution is acceptable. If you wish me to prepare the CDO, let me know.

Regards,

Jim

**Jim Schmidt** | Clark Wilson LLP  
Partner  
900-885 West Georgia Street | Vancouver, BC | V6C 3H1  
Tel: 604.891.7716 | Fax: 604.687.6314 | Email: JSchmidt@cwilson.com  
[www.cwilson.com](http://www.cwilson.com) | [Contact Information](#) | [Profile](#)

This e-mail may be confidential. Unauthorised use is prohibited. Unintended recipients are asked to return and delete this message. E-mail is inherently vulnerable to interception and we will use alternate means upon request.

This is Exhibit "B" referred to in the affidavit  
of Hana Sparks, sworn before me  
this 10th day of January 2020

A Commissioner for taking affidavits  
within British Columbia  
A Notary Public in and for the Province  
of British Columbia





From: Sean Kelly sean@seankellylaw.ca  
Subject: Re: Parkland v All Canadian et al: WITHOUT PREJUDICE  
Date: February 12, 2016 at 3:02 PM  
To: Jim Schmidt JSchmidt@cwilson.com  
Cc: Sean Kelly Legal Assistant assistant@SeanKellyLaw.ca  
Bcc: ekulak.kulak1@gmail.com

Thank you, Jim.

That resolution is acceptable. Please send the funds to my attention payable to Parkland Funding Ltd. and I will undertake not to release same to my client until we have filed the CDO. You might as well prepare the CDO and send it along with the settlement funds.

Regards,

Sean M. Kelly  
Lawyer

# SEAN KELLY LAW

LITIGATION & DISPUTE RESOLUTION

#101-1353 Ellis Street  
Kelowna, BC V1Y 1Z9  
Tel: (250) 860-4201 Fax: 1-855-387-0215  
Email: [sean@seankellylaw.ca](mailto:sean@seankellylaw.ca)  
Web: [www.seankellylaw.ca](http://www.seankellylaw.ca)

WARNING - CONFIDENTIALITY NOTICE This email message and any attachments thereto are intended solely for the use of the individual or entity to whom it is addressed and contains information that is confidential and which may be privileged and exempt from disclosure. If you are not the intended recipient or the person responsible for delivering the message to the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this email in error, please notify the sender immediately by return email and delete the message. Thank you.

On Feb 12, 2016, at 7:24 AM, Jim Schmidt <[JSchmidt@cwilson.com](mailto:JSchmidt@cwilson.com)> wrote:

Hi Sean –

My clients are in a position to fund payment to your client of the sum of \$200,000. That can be done immediately upon you providing me with a signed consent dismissal order in the usual form, providing for a without costs dismissal against all defendants on the same basis as if pronounced after a trial on the merits.

Please confirm this resolution is acceptable. If you wish me to prepare the CDO, let me know.

Regards,

Jim

Jim Schmidt | Clark Wilson LLP  
Partner  
900-885 West Georgia Street | Vancouver, BC | V6C 3H1

This is Exhibit "C" referred to in the affidavit of Hans Sparks, sworn before me this 10th day of January 2020

A Commissioner for taking affidavits  
within British Columbia  
A Notary Public in and for the Province  
of British Columbia

This is Exhibit " F " referred to in the affidavit of ... Sandra Riley ... sworn before me at ... Vancouver ... in the Province of British Columbia this ... day of April ... A.D. 20 20  
A Commissioner for taking Affidavits within British Columbia

This is the 3<sup>rd</sup> affidavit of Hana Sparks in this case and was made on February 19, 2020

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

**AFFIDAVIT**

I, Hana Sparks Legal Administrative Assistant, of the city of Kelowna in the province of British Columbia, SWEAR THAT:

1. I have been authorized by Parkland Funding Ltd. "(Parkland)" an Alberta corporation to swear this affidavit on its behalf.
2. Parkland Funding Ltd. is a company owned and controlled by Wayne and Eunice Kulak, a retired couple who live in Spruce Grove Alberta.
3. Between 2007 and 2012, based on oral representations by Wayne Blair and written representations by Donald Bergman, All Canadian Investment Corporation and ACIC Financial Development Inc., Parkland Funding Ltd. paid moneys totaling \$1,400,000.00 as investments in various projects undertaken by Bergman and or All Canadian Investment Corporation and or ACIC Financial Development Inc.

4. I have been informed by Wayne and Eunice Kulak and verily believe that in deciding to pay those moneys Parkland Funding Ltd. relied on oral representations made by Wayne Blair that it could redeem its investment and get its money back anytime on three months notice. Wayne Blair made these representations at both a sales presentation attended by Wayne Kulak and at in person meetings with both Wayne and Eunice Kulak.
5. Parkland Funding Ltd. made a redemption request to Wayne Blair in or about December of 2012 seeking the redemption of \$600,000.00. The redemption request was partially completed and Parkland Funding Ltd. received \$400,000.00 of the amount requested over a period of several months but despite numerous requests the remaining \$200,000.00 of the redemption request was not returned. Wayne Blair made numerous promises to pay the remaining \$200,000.00 and he also made various representations about what was happening to delay the payment and at this point it was not clear to Parkland Funding which of the four, between Donald Bergman, Wayne Blair, All Canadian Investment Corporation and ACIC Financial Development Inc. actually had the \$200,000.00.
6. Because it was not clear to Parkland Funding what had happened to the remaining \$200,000.00 portion of the redemption request Parkland Funding commenced an action on January 4, 2016 against All Canadian Investment Corporation, ACIC Financial Development Inc., Donald Bergman and Wayne Blair out of the Kelowna Registry of the Supreme Court having file number 109643. All four defended that action using the same counsel by filing a Response on January 26, 2016.
7. Shortly after filing the Response to Parkland Funding Ltd.'s law suit was filed settlement discussions took place and February 12, 2016 the parties agreed to settle the matter by all of the Defendants, including All Canadian Investment Corporation, agreeing to pay Parkland Funding Ltd. the sum of \$200,000.00.
8. Pursuant to the terms of the settlement reached on February 12, 2016 All Canadian Investment Corporation jointly and severally became indebted to Parkland Funding in the amount of \$200,000.00 and at the time the initial Stay was ordered in this proceeding the full amount was still due owing to Parkland Funding Ltd.
9. At the time of the February 12, 2016 settlement, and to this day, the defendants have never produced a list of documents so it is unclear to Parkland Funding Ltd. which entity is currently holding its now \$1,000,000.00 investment.
10. Subsequent to the February 12, 2016 settlement, in September of 2016 one of the four defendants, ACIC Financial Development Inc., agreed to pay Parkland \$205,000.00 to settle the law suit.

- 11. The second settlement agreement reached in September of 2016 was a new contract between ACIC Financial Development Inc. and Parkland Funding. All Canadian Investment Corporation, the subject matter of this proceeding, was not a party to this second settlement agreement.
- 12. Parkland Funding Ltd. has not been paid any funds pursuant to either the settlement agreement to which All Canadian Investment Corporation was a party or the second settlement agreement.

SWORN BEFORE ME at the City )  
 of Kelowna, in the Province of )  
 British Columbia on this 19<sup>th</sup> day )  
 of February, 2020. )  
 \_\_\_\_\_ )  
 A commissioner for taking )  
 affidavits for British Columbia )

*Hana Sparks*  
 \_\_\_\_\_  
**HANA SPARKS**

**SEAN M. KELLY**  
 Barrister & Solicitor  
 101 - 1353 Ellis Street  
 Kelowna, B.C., V1Y 1Z9  
 250-860-4201

**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 CANADIAN 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

---

**A F F I D A V I T**

---

**KORNFELD LLP**

*Barristers & Solicitors*

1100 One Bentall Centre  
505 Burrard Street, Box 11

Vancouver, British Columbia, Canada V7X 1M5

*Telephone: (604) 331-8300*

*Fax: (604) 683-0570*

D.B. Hyndman

File: MCE003/ALL171

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