



This is the 4<sup>th</sup> Affidavit of  
Kyle Record in this case and  
was made on the 14<sup>th</sup> day of November 2019

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**

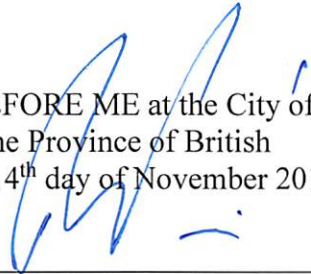
I, Kyle Record, of 1200 - 1075 West Georgia Street, Vancouver, Paralegal, AFFIRM  
THAT:

1. I am a paralegal with the law firm Watson Goepel LLP, counsel for the Petitioner in these proceedings, and as such have personal knowledge of the facts and matters deposed to in this Affidavit, save and except where they are said to be based on information and belief, in which case I believe them to be true.

2. Attached and marked as **Exhibit “A”** is a copy of the draft Plan of Arrangement prepared by counsel for the Petitioner and previously provided to the Monitor, and its counsel, for review and consideration.
3. Attached and marked as **Exhibit “B”** is a copy of the draft Claims Process Order prepared by counsel for the Petitioner and previously provided to the Monitor, and its counsel, for review and consideration.
4. Attached and marked as **Exhibit “C”** is a copy of the draft Meeting Order prepared by counsel for the Petitioner and previously provided to the Monitor, and its counsel, for review and consideration.
5. Attached and marked as **Exhibit “D”** is a copy of the Creditor List, updated as at September 30, 2019, identifying the known creditors of the Petitioner which I located on the Monitor’s website at <https://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/>.
6. On the instructions of Mr. West, I have carried out Registry searches in the supreme court of British Columbia regarding the parties identified as contingent creditors in the creditor list as a result of which I located:
  - a. Geertje Gort de Lauprecht: attached and marked as **Exhibit “E”** is a copy of an amended notice of civil claim filed on September 29, 2017 in the matter of *Lauprecht v All Canadian Investment Corporation and another*, Vancouver Supreme Court Action No. S178439;
  - b. Joe Garrison; attached and marked as **Exhibit “F”** is a copy of an amended notice of civil claim filed on October 26, 2016 in the matter of *Garrison v All Canadian Investment Corporation and another*, Kelowna Supreme Court Action No. S110521; and

- c. Parkland Funding Ltd.: attached and marked as **Exhibit "G"** is a copy of an amended notice of civil claim filed on September 20, 2017 in the matter of *Parkland Funding Ltd. v All Canadian Investment Corporation and others*, Kelowna Supreme Court Action No. S109643;

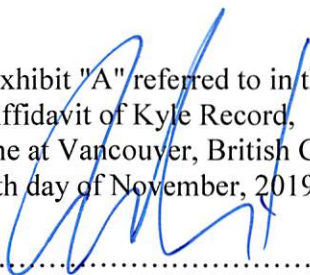
AFFIRMED BEFORE ME at the City of )  
 Vancouver, in the Province of British )  
 Columbia, this 14<sup>th</sup> day of November 2019. )  
 )  
 )  
 \_\_\_\_\_ )  
 A Commissioner for taking Affidavits within )  
 British Columbia )



  
 \_\_\_\_\_  
 Kyle Record

**JEREMY D. WEST**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
 1200 - 1075 W. Georgia Street  
 Vancouver, B.C. V6E 3C9  
 Tel: 604-688-1301 Fax: 604-688-8193

This is Exhibit "A" referred to in the  
4th Affidavit of Kyle Record,  
Sworn before me at Vancouver, British Columbia  
this 14th day of November, 2019



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

**JEREMY D. WEST**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
1200 - 1075 W. Georgia Street  
Vancouver, B.C. V6E 3C9  
Tel: 604-688-1301 Fax: 604-688-8193

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**

Filed: \_\_\_\_\_, 2019

**DRAFT**

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

- 1.5.41 **"Preferred Shareholders Interim Distribution"** means the payments, from time to time, of Distributable Cash by the Monitor to Preferred Shareholders as provided for in Section 4.3.
- 1.5.42 **"Proof of Claim"** means a proof of claim, in the form prescribed by the Claims Process Order, completed by a Creditor and delivered to the Monitor in accordance with the terms of such Order.
- 1.5.43 **"Proven Claim"** means the aggregate amount of any and all Claims held by a Creditor as determined in accordance with the provisions of the Claims Process Order.
- 1.5.44 **"Realization"** means the process of realizing the Petitioner's Assets under the terms of the plan and as specifically provided for in Section 4.1.
- 1.5.45 **"Redeeming Shareholder Counsel"** means counsel appointed on behalf of those persons owning preferred shares in the capital of the Petitioner who took all necessary steps to submit a valid redemption request to the Petitioner at a time when reasonable grounds did not exist to believe that the Petitioner was insolvent, or honouring a redemption request would make the Petitioner insolvent, and such other preferred shareholders as the court may determine have analogous claims against the Petitioner.
- 1.5.46 **"Related Person"** shall have the meaning as provided in the BIA.
- 1.5.47 **"Released Parties"** has the meaning ascribed thereto in Section 4.4.
- 1.5.48 **"Representative Counsel Charge"** means the charge in favour of the Redeeming Shareholder Counsel and the Non-Redeeming Shareholder Counsel created by the Order pronounced March 26, 2019, amended by Order pronounced April 5, 2019 and as amended by subsequent Order.
- 1.5.49 **"Required Majority"** means the affirmative vote of:
- (a) a simple majority in number of those Creditors who actually vote upon this Plan (in person or by proxy) at the Creditors' Meeting; and
  - (b) a two-thirds majority in value of the Proven Claims of Creditors who actually vote upon this Plan (in person or by proxy) at the Creditors' Meeting;
- in accordance with the Meeting Order.
- 1.5.50 **"Service List"** means the service list maintained by Monitor in accordance with the Initial Order and posted and maintained on its website at:  
[www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/](http://www.boalewood.ca/2017/11/08/all-canadian-investment-corporation-acic/).
- 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 and Process 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; 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 and its 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;

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 Permanent Injunction**

From and after the Plan Implementation Date, the Creditors, the Preferred Shareholders and other Persons shall be permanently and forever barred, estopped, stayed and enjoined with respect to the Claims from:

- (a) commencing, conducting or continuing in any manner, directly or indirectly, any actions, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Petitioner and its respective



representatives, predecessors, heirs, spouses, dependents, administrators, executors, subsidiaries, affiliates, related companies, franchisees, member companies, vendors, partners, distributors, brokers, retailers, shareholders, employees, attorneys, sureties, insurers, successors, indemnitees, servants, agents and assigns, as applicable;

- (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Petitioner and its respective representatives, predecessors, heirs, administrators, executors, subsidiaries, affiliates, related companies, franchisees, member companies, vendors, partners, distributors, brokers, retailers, , shareholders, employees, attorneys, sureties, insurers, successors, indemnitees, servants, agents and assigns, or the property of such persons;
- (c) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against the Petitioner;
- (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or Encumbrance of any kind; and
- (e) taking any actions to interfere with the implementation or consummation of this Plan.

#### **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:

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

## 6. Miscellaneous

### 6.1 Withholding and Reporting Requirements

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

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

## **7. MODIFICATION AND WITHDRAWAL**

### **7.1 Modification of Plan**

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

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

After the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Final Order), the Petitioner may at any time and from time to time vary, amend, modify or supplement this Plan without the need for obtaining an order of the Court or providing notice to the Creditors if the Monitor determines that such variation, amendment, modification or supplement would not be materially prejudicial to the interests of the Creditors under this Plan or is necessary in order to give effect to the substance of this Plan. In the event a material variation, amendment, modification or supplement is required by the Petitioner, such shall be permitted by Court order.

### **7.2 Revocation, Withdrawal or Non-Consummation**

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

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

- ii. prejudice in any manner the rights of the Petitioner or any Person in any further proceedings involving the Petitioner; or
- iii. constitute an admission of any sort by the Petitioner or any other Person.

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

**ALL CANADIAN INVESTMENT CORPORATION**  
by its duly authorized signatory:

Per:

\_\_\_\_\_  
Name:

Title:

This is Exhibit "B" referred to in the  
4th Affidavit of Kyle Record,  
Sworn before me at Vancouver, British Columbia  
this 14th day of November, 2019

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

**JEREMY D. WEST**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
1200 - 1075 W. Georgia Street  
Vancouver, B.C. V6E 3C9  
Tel: 604-688-1301 Fax: 604-688-8193

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

**CLAIMS PROCESS ORDER**

BEFORE THE HONOURABLE ) THE \_\_\_\_ DAY OF \_\_\_\_\_,  
MR. JUSTICE WALKER ) )  
)

ON THE APPLICATION of All Canadian Investment Corporation (the "**Petitioner**"), coming on for hearing at Vancouver, British Columbia on this 18<sup>th</sup> day November 2019, and on hearing Jeremy West, counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto;

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) “**CCA**” 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 *CCA*;
- (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 charges 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](mailto: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

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

**SCHEDULE “B” –INSTRUCTION LETTER TO CREDITORS**

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

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

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 5:00 p.m. (Local Vancouver Time) on or before December 31, 2019, 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, 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**

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 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*,  
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: \_\_\_\_\_

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:

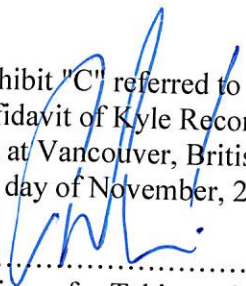
KORNFELD LLP  
1100 One Bentall Centre  
505 Burrard Street, Box 11  
Vancouver, British Columbia V7X 1M5  
Attention: Douglas B. Hyndman  
Email: dhyndman@kornfeldllp.com

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.

This is Exhibit "C" referred to in the  
4th Affidavit of Kyle Record,  
Sworn before me at Vancouver, British Columbia  
this 14th day of November, 2019



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

**JEREMY D. WEST**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
1200 - 1075 W. Georgia Street  
Vancouver, B.C. V6E 3C9  
Tel: 604-688-1301 Fax: 604-688-8193

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

**MEETING ORDER**

BEFORE THE HONOURABLE  
MR. JUSTICE WALKER

)  
)  
)

THE \_\_\_\_ DAY OF

\_\_\_\_\_, \_\_\_\_\_

ON THE APPLICATION of All Canadian Investment Corporation (the "**Petitioner**"), coming on for hearing at Vancouver, British Columbia on this 18<sup>th</sup> day November 2019, and on hearing Jeremy West, counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto;

**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 [to be determined], 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 [to be determined].
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 the office of [to be determined], 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 [to be determined], 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 [to be determined], 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](mailto: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) on [to be determined]: (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**

<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

**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](mailto: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 [to be determined] (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](mailto:jmceown@boalewood.ca) or [mting@boalewood.ca](mailto: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 "**CCA**"). 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](mailto: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**

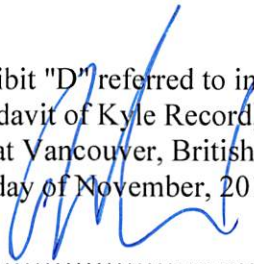
Boale, Wood & Company Ltd.  
Court-appointed Monitor of All Canadian Investment Corporation  
1140 – 800 West Pender Street,  
Vancouver, BC V6C 2V6  
Attention: John McEown  
Email: [jmceown@boalewood.ca](mailto:jmceown@boalewood.ca)  
[mting@boalewood.ca](mailto:mting@boalewood.ca)

**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 [to be determined].



This is Exhibit "D" referred to in the  
4th Affidavit of Kyle Record,  
Sworn before me at Vancouver, British Columbia  
this 14th day of November, 2019



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

**JEREMY D. WEST**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
1200 - 1075 W. Georgia Street  
Vancouver, B.C. V6E 3C9  
Tel: 604-688-1301 Fax: 604-688-8193

## All Canadian Investment Corporation

*- Creditor List -*

Creditor Type	Name	Address	Claim \$
Unsecured	1083163 Alberta Ltd.	301 Stewardson Way New Westminster BC V3M 2A5	593,333.24
	ACIC CJ Properties Ltd.	Suite 2, 781 Marine Park Dr. NE Salmon Arm BC V1E 2W7	24,000.00
	ACIC Financial Development Inc.	Suite 2, 781 Marine Park Dr. NE Salmon Arm BC V1E 2W7	115,238.56
	Bailey, Roy	#28 - 22740 116 Ave Maple Ridge BC V2X 2X7	177,000.00
	Buchanan, Donald	P.O Box 72 Hudson's Hope BC V0C 1V0	177,000.00
	Clark Wilson LLP	#900 - 885 West Georgia Street Vancouver BC V6C 3H1	6,782.95
	Econ-o-Lith Printing Ltd.	916 102 Ave Dawson Creek BC V1G 2B7	177,000.00
	Gill, Ajit & Simro	550 Fermoy place Victoria BC V8Z 6N2	177,000.00
	Grover, Elliott & Co. Ltd	10th Floor, 609 W Hastings St Vancouver BC V6B 4W4	1,904.44
	Harper Grey LLP	3200 Vancouver Centre, 650 West Georgia Street Vancouver BC V6B 4P7	4,776.75
	James Hancock	1701 - 1499 West Pender St. Vancouver BC V6G 0A7	1,120,986.32
	Koffman Kalef LLP	19th Floor, 885 West Georgia St. Vancouver, BC V6C 3H4	1,686.59
	Lockhart, Robert	1305 W 48th Ave Vancouver BC V6M 2N8	235,999.91
	Ministry of Finance - British Columbia	Station Provincial Government PO Box 9445 Victoria BC V8W 9V5	8,764.98
	Murray, Christopher	4062 Torry Rd Eagle Bay BC V0E 1T0	177,000.00
	Olson, Mervyn & Margaret	14225 Porlier Pass Rd Galiana BC V0N 1P0	177,000.00
	Palatee Enterprises Ltd.	P.O. Box 84 Lillooet BC V0K 1V0	177,000.00

**All Canadian Investment Corporation****- Creditor List -**

Creditor Type	Name	Address	Claim \$
	Renfrew, Cliff	Chartwell Renaissance Retirement 403-6676 203rd Street Langley BC V2Y 2Z1	88,500.00
	Renfrew, Joan	Pacific Retirement Residence 223-2525 King George Blvd. Surrey BC V4P 0C8	88,500.00
	Richardson, Douglas A.	2078 Lillooet Court Kelowna BC V1V 1Y2	177,000.00
	Wallbank, Beatrice & Cmolik, Brad	5824 Columbia Ave Peachland BC V0H 1X4	177,000.00
	Yu, Wenge	15-140 Nickel Rd Kelowna BC V1X 4E6	177,000.00
		Total	4,060,473.74
Contingent	Geertje Gort de Lauprecht	c/o Vincent Pigeon, Barrister & Solicitor 410 - 688 West Hasting Street Vancouver BC V6B 1P1	200,000.00
	Joe Garrson	c/o FH&P Lawyers LLP 400 - 275 Lawrence Avenue Kelowna BC V1Y 6L2	225,000.00
	Parkland Fund Ltd.	c/o Sean Kelly Law # 101 - 1353 Ellis Street Kelowna BC V1Y 1Z9	1,000,000.00
		Total	1,425,000.00

This is Exhibit "E" referred to in the  
4th Affidavit of Kyle Record,  
Sworn before me at Vancouver, British Columbia  
this 14th day of November, 2019

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

**JEREMY D. WEST**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
1200 - 1075 W. Georgia Street  
Vancouver, B.C. V6E 3C9  
Tel: 604-688-1301 Fax: 604-688-8193



Amended pursuant to SCC rule 6-1(1)(a)

No. VLC-S-S-178439

Vancouver Registry

**Supreme court of British Columbia**

**Seal**

**11-Sep-17**

**Vancouver Registry**

*In the Supreme Court of British Columbia*

Between

**Geertje Gort de Lauprecht,**

**by her attorney, Harro Lauprecht**

**Plaintiff**

And

**All Canadian Investment Corporation**

**and Donald F. Bergman**

**Defendants**

**AMENDED NOTICE OF CIVIL CLAIM**

*[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]*

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

(a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

(b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,

(c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

Claim of the Plaintiff:

**Part 1: STATEMENT OF FACTS:**

**The parties:**

1. The plaintiff Geertje Gort de Lauprecht, (the "Plaintiff") is a retired widow residing in Mexico City, Mexico. She has an address for service at 410- 688 West Hastings Street, Vancouver, BC, V6B 1T1.
2. Harro Lauprecht is the son of the Plaintiff, and is her true and lawful attorney as a result of an enduring power of attorney granted by the Plaintiff to Mr Lauprecht on May 8, 2017, which power of attorney may be exercised while the Plaintiff is capable and continues despite the fact the Plaintiff may become incapable.

3. The defendant, All Canadian Investment Corporation ("ACIC") is a British Columbia business with a registered office at 800-885 West Georgia Street, Vancouver, BC V6C 3H1
4. The defendant, Donald F. Bergman ("Bergman") is a businessman, the president and a director of ACIC, and has a mailing and delivery address at Suite 2-781 Marine Park Drive, Salmon Arm, BC V1E 2W7.
5. At all material times Bergman was a director and the president of ACIC.
6. ACIC and Bergman are collectively referred to as "the defendants".

**The subscription agreement and the subscription:**

7. On or about July 1, 2014, the plaintiff made investments with ACIC in the sum of \$200,000 CDN. The sales person representing ACIC with whom the plaintiff met was Gerry Parfeniuk.
8. The investment made by the plaintiff was by way of a subscription agreement and subscription to purchase 200 preferred shares in ACIC for the sum of \$1,000 per share, totalling \$200,000 which the plaintiff paid to or to the benefit of ACIC on or about July 1, 2014 (the "Investment"). The said subscription agreement in respect of the shares and the funds therefore was accepted by ACIC on July 14, 2014, by Bergman, in his capacity as president of ACIC.
9. The investment was made by the plaintiff following oral representations by Parfeniuk and written representations made by the defendant ACIC but with the participation, knowledge and contributions of the defendant Bergman. The said written representations were made in a document entitled "Offering Memorandum for Non-Qualifying Issuers", dated January 21, 2014, as well as in a written brochure of ACIC, copies of which were delivered by Parfeniuk to the Plaintiff on or about July 1, 2014 ("ACIC's documentation").
10. As part of the oral representations made by Parfeniuk, with the knowledge and consent of Bergman, he advised the plaintiff that she would receive quarterly dividend payments and could redeem her investment at any time on three month's notice.

11. The two documents also set out quarterly payments and redemption rights.
12. The plaintiff was informed by Parfeniuk, with the knowledge and consent of Bergman and ACIC, that she would receive a dividend of approximately \$3,300 quarterly.
13. The Offering Memorandum represents paying dividends to shareholders ranging from a low of 6.25% in 2012 to a high of 10% during the period from 1998 to 2001, with an average of 8.25% between 1998 and 2013.
14. The defendants have also breached the provision on page 35 of the offering memorandum that "... the company will provide all preferred shareholders with quarterly investment statements, the company's fiscal year ended September 30 and audited financial statements are available to all preferred shareholders upon request.." The defendants have failed to provide quarterly investment statements as promised, and have also failed to provide audited financial statements to the plaintiff upon her request, in particular for the year 2016.
15. On or about August 5, 2015, the plaintiff demanded immediate redemption of all of her shares in ACIC, reiterated such demand on August 21, and November 4, 2015, however, to date, ACIC and Bergman have refused or failed, without legal justification, to acknowledge the Plaintiff's demand therefore or to redeem the plaintiff's shares and reimburse her full investment, including any and all dividends due. It is calculated that, as of July 13, 2017, the sum due by ACIC to the plaintiff, inclusive of unpaid dividends, totalled \$232,024.66.
16. In the offering memorandum of January 21, 2014, at page 32, the defendants represented that Bergman "...has complete and sole responsibility and authority for all aspects of the company, including the offering and issuance of preferred shares, the administration of the company's funds, the determination and the approval of mortgage loans and other investments, the monitoring of the mortgage loans and other investments, and the use of the company's funds for investment, reinvestment, redemption of preferred shares, or other uses."
17. The plaintiff received the following dividends only:



- a. October 15, 2014 for \$3,375.34,
  - b. January 15, 2015 for \$3,500,
  - c. November 15, 2015 for \$2,000 and
  - d. April 1, 2016, also in the sum of \$2,000,
- totalling altogether \$10,875.34.

18. Since the dividend payment of April 1, 2016 the defendants have made no dividend or redemption payments to the Plaintiff.

19. The defendants have failed, refused, or neglected to respond to the plaintiff's demand of August 5, 2015 for the redemption of all of her shares.

**Negligence and fiduciary duty:**

20. The defendants owed a duty of care to the plaintiff by view of the following facts:

- a. Contrary to the representations in ACIC's documentation, the defendants failed to invest the Plaintiff's subscription in conservative, secured investments, or through its "conservative lending strategy" and sheltered by real property;
- b. The defendant s were aware that the Plaintiff expected that the investment would be invested in such funds;
- c. The defendants were aware that the Plaintiffs was relying on the representations of the defendants, which she reasonably considered to be investment advice of the defendants;
- d. The defendants were in a fiduciary relationship to the Plaintiff as investment advisors;
- e. The Plaintiff reasonably expected that the defendants would administer her investment in a prudent manner and in the Plaintiff's best interest;
- f. The Plaintiff reasonably expected that the defendants would invest her investment in conservative and secure investments, sheltered by real property and the defendant's conservative lending strategy;

- g. The defendants, contrary to their representations to the Plaintiff, invested her investment in insecure, high risk investments that failed;
  - h. The defendants were aware of the Plaintiff's risk tolerance and her status as a retired widow.
21. The defendants breached their duty of care owed to the Plaintiff in that the defendants failed to exercise the standard required of a reasonable and careful investment advisor, failed to invest the Plaintiff's investment in investments sheltered by real property and a conservative lending strategy in the circumstances in that the defendants advised the Plaintiff that her investment would be in the investment represented, but instead invested the investment in numerous and various improvident investments without the Plaintiff's knowledge and consent.
22. The negligence, breach of fiduciary duty or breach of contract of the defendants was a direct cause or contributed to the Plaintiff's loss and damages, particulars of which are set out in paragraphs 28 and 29 below.

**Bad faith:**

23. The defendants' ACIC's documentation was prepared and issued by the defendants for the purpose of inducing persons such as the Plaintiff to apply or subscribe for and to purchase shares in ACIC. The representations in ACIC's documentation were also made orally to the plaintiff on or about the first day of July, 2014 by the defendants by way of their representative, Gerry Parfeniuk, with the knowledge, consent and concurrence of the defendants.
24. The said representations were, and each of them was, false and untrue, particulars of which are set out at paragraphs 14, 20 and 21 above.
25. The defendants at the time when they made or caused to be made the said representations knew them to be false and untrue, or made them recklessly not caring whether they were true or false.
26. The defendants made or caused to be made the said representations in order to induce the Plaintiff and others in her position to buy and become holders of shares in ACIC.

27. By means of the said representations and acting on the faith thereof and in the belief that the same were true, the Plaintiff was induced to purchase and did on the first day of July , 2014, purchased 200 shares in the said company for which she paid the sum of \$200,000 CDN.
28. The said shares so purchased the Plaintiff were and have ever since been worthless, or worth much less than the price of which the Plaintiff was induced by the said representations to pay and did pay for the same, and the Plaintiff has lost the said sum of \$200,000 which she paid aforesaid and they interests and dividends thereon and use thereof, and was and is otherwise injured and she has thereby suffered loss and damage.
29. As a result thereof, the Plaintiff claims:
- a. Rescission of the subscription agreement;
  - b. Damages;
  - c. Return of the said \$200,000 CDN;
  - d. Interest on the sum found to be due to the Plaintiff, pursuant to the Court Order Interest Act, or in the alternative, at the rate of 8.25% from the first day of July 2014
  - e. Further or other relief, including costs at scale C

**Shareholders Oppression:**

30. Since prior to the first day of July 2014, and unbeknownst to the Plaintiff, the defendants with the knowing assistance of each other, have conducted or are conducting the affairs of ACIC in the manner oppressive to the Plaintiff as shareholder, or some act of ACIC has been done or is threatened that is prejudicial to the Plaintiff as a shareholder of ACIC, the particulars of which include, but are not limited to, the following conducts:
- a. Withholding or concealing business records from the Plaintiff;
  - b. Refusing to divulge to the Plaintiff any, or in the alternative, sufficient information about the assets, liabilities, and financial position of ACIC or of financial transactions involving ACIC;

- c. Conducting meetings and transacting business without due corporate process and in the absence of and without the knowledge or consent of the Plaintiff as a shareholder;
- d. Making substantial withdrawals of funds from ACIC in favour of the defendants without due corporate process or any colour of right and without the knowledge or consent of the Plaintiff as a shareholder, and thereby wrongfully converting corporate funds of ACIC to either of them, to their own use or uses, or interfering with the same;
- e. Paying increased management bonuses and salaries to Bergman or his associates and employees involved with ACIC, to the exclusion of the Plaintiff, notwithstanding the apparent decline in the financial position of ACIC, without due corporate process, and thereby wrongfully converting corporate funds of ACIC to his own use or uses, and interfering with same;
- f. Directing staff to disregard lawful and proper requests or demands made of ACIC by the Plaintiff;
- g. Using corporate funds to acquire corporate opportunities for the benefit of Bergman or his associates, which are or should be for the benefit of ACIC and its shareholders, including the Plaintiff;
- h. Bergman wrongfully converting corporate funds of ACIC from investments for the benefit of the Plaintiff, and thereby interfering with same for his own use and resulting in ACIC suffering damages;
- i. Bergman wrongfully converting corporate funds of ACIC by using such funds for his personal benefit, thereby interfering with same to his own use and resulting in ACIC suffering damages;
- j. Generally carrying on business in a manner which is both secretive and arbitrary, and without the knowledge or consent of the Plaintiff, and which is contrary to the best interests of ACIC. The conduct referred to in paragraph 30 (a) to (i) is oppressive to the Plaintiff
- k. In the alternative to paragraph (j) the conduct referred to in paragraphs 30 (a) to (i) is unfairly prejudicial to the Plaintiff

- l. The Plaintiff pleads and relies upon the relevant provisions of the *Business Corporations Act* as BC 2002, c 57.
- m. As a result of the conduct referred to in paragraphs 30 (a) to (i), the plaintiff has suffered damages .
- n. Prior to 2014, ACIC was profitable and had, over the years, accumulated substantive cash reserves and security. Since 2014 and as a result of the conduct described and referred to above, ACIC has had difficulty meeting its obligations as they come due. Consequently, the value of the Plaintiff's shares and the ability of ACIC to distribute income have both declined substantially.

## **Part 2: RELIEF SOUGHT**

1. Rescission of the subscription agreement;
2. Damages;
3. Return of the said \$200,000 CDN to the Plaintiff;
4. Interest on the sum found to be due to the Plaintiff, pursuant to the Court Order Interest Act, or in the alternative, at the rate of 8.25% from the first day of July 2014
5. Further or other relief, including costs at scale C;
6. Damages for breach of contract;
7. Further, or in the alternative, damages for intentional misrepresentation
8. An order that the financial statements of ACIC be audited for the periods from September 1, 2010 to August 31, 2017
9. An Order appointing an inspector of ACIC pursuant to section 248 of the Business Corporation Act (BC);
10. A declaration of the affairs of ACIC and the powers of the Directors and Officers are being and have been conducted in a manner oppressive to the Plaintiff, or in the alternative, a declaration that the affairs of ACIC and the

powers of the directors and or officers are being and have been conducted in a manner unfairly prejudicial to the Plaintiff;

11. An order that Donald F. Bergman be removed as the president and the director of ACIC;
12. An order for all accounts, inquires, directions, or other relief as may be necessary to locate, indentify and trace the monies paid to Bergman have been caused to paid or transferred to him , directly or indirectly and/or his associates from ACIC without due corporate process or any colour of right and without the knowledge or consent of the Plaintiff;
13. Damages and other relief claimed for oppression of shareholders pursuant to the Business Corporations Act (BC)
14. An order that Bergman be liable to return to ACIC all monies determined to be owing, plus interest accrued thereon to ACIC;
15. In the alternative to paragraphs 3 and 4 above, an order that Bergman and ACIC are liable to pay to the Plaintiff the sum of money that is equivalent to the amounts determined in paragraphs 3 and 4 above
16. Damages for breach of fiduciary duty as a trustee for the Plaintiff;
17. Damages for intentional interference with contractual relations;
18. Damages generally
19. Interest pursuant to the rates represented in the offering memorandum for non-qualifying issuers, or in the alternative, pursuant to the Court Order Interest Act (BC);
20. Special Costs, or in the alternative, costs at scale C
21. Such further and other relief as this honorable court may deem necessary.

### **Part 3: LEGAL BASIS**

1. ACIC has breached a contract with the Plaintiff.
2. Bergman has participated in, conspired with ACIC. orchestrated or aided and abetted in the breach of the contract between the Plaintiff and ACIC

3. ACIC was negligent and or breached its fiduciary duty and caused the Plaintiff loss and damage.
4. ACIC and Bergman exercised bad faith in their dealing with the Plaintiff and caused oppression to the Plaintiff as a shareholder of ACIC.
5. All Defendants participated in, conspired together, orchestrated or aided and abetted in the breach of the contract between the Plaintiff and ACIC, as well as the negligence, the bad faith and or the shareholders oppression.
6. Aggravated, punitive and exemplary damages

Plaintiff's address for service:

Vincent Pigeon  
Barrister & Solicitor  
410 – 688 West Hastings Street  
Vancouver, BC V6B 1P1  
Tel: (604) 684-2889

Fax number address for service (if any): 604-685-2900

E-mail address for service (if any):

Place of trial: Vancouver, British Columbia

The address of the registry is: Vancouver

Date: September 1, 2017



Vincent Pigeon  
Counsel for the Plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

### **Appendix**

#### **Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

1. Damages and/or refund for breach of contract (subscription agreements)
2. Damanges for negligence and breach of duties
3. Damages for intentional misrepresentation
4. Damages and and other relief allowable under the Business Corporations Act (BC) for shareholders oppression

#### **Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property



the provision of goods or services or other general commercial matters

investment losses

the lending of money

an employment relationship

a will or other issues concerning the probate of an estate

a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

a class action

maritime law

aboriginal law

constitutional law

conflict of laws

none of the above

do not know

**Part 4:**

1. *Business Corporations Act (BC)*

2.

This is Exhibit "F" referred to in the  
4th Affidavit of Kyle Record,  
Sworn before me at Vancouver, British Columbia  
this 14th day of November, 2019

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

**JEREMY D. WEST**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
1200 - 1075 W. Georgia Street  
Vancouver, B.C. V6E 3C9  
Tel: 604-688-1301 Fax: 604-688-8193



**Amended by Consent Order**  
**pursuant to Rule 6-1(1)(a) and 6-2(7)**  
**of the Supreme Court Civil Rules**  
**Original Notice of Civil Claim filed March 16, 2016**

**NO. KEL-S-S-110521**  
**KELOWNA REGISTRY**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**JOE GARRSON AKA**  
**JOSEPH GARRSON**

**PLAINTIFF**

**AND:**

**ALL CANADIAN INVESTMENT CORPORATION and**  
**ACIC FINANCIAL DEVELOPMENT INC.**

**DEFENDANTS**

**AMENDED NOTICE OF CIVIL CLAIM**

*[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]*

**This action has been started by the Plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 in the above-named Registry of this Court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-named Registry of this Court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the Plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.

**Time for Response to Civil Claim**

A Response to Civil Claim must be filed and served on the Plaintiff,

- (a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service;
- (b) if you were served with the Notice of Civil Claim anywhere in the United States within 35 days after that service;
- (c) if you were served with the Notice of Civil Claim anywhere else, within 49 days after that service; or
- (d) if the time for Response to Civil Claim has been set by Order of the Court, within that time.

**Part 1: STATEMENT OF FACTS**

1. The Plaintiff, Joe Garrson, also known as Joseph Garrson, (the "Plaintiff"), resides at 404 – 11 Dover Point South East, in the City of Calgary, in the Province of Alberta and has an address for delivery c/o FH&P Lawyers LLP, 400 – 275 Lawrence Avenue, Kelowna, British Columbia, V1Y 6L2.
2. The Defendant, All Canadian Investment Corporation, (the "~~Defendant-ACIC~~"), is a company duly incorporated pursuant to the laws of British Columbia, having a registered office at 800 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1.
3. The Defendant, ACIC Financial Development Inc., (the "~~Defendant-AFDI~~"), is a company duly incorporated pursuant to the laws of British Columbia, having a registered office at 800 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1.
4. ACIC and AFDI are related companies with shared directors.

BREACH OF CONTRACT

5. The Plaintiff and the Defendants entered into a series of agreements in writing, whereby the Defendants agreed to make certain investments on behalf of the Plaintiff.
6. In or around 2013, the Defendants approached the Plaintiff about investing in a project known as Meridian Lodges.
7. In or around 2014, the Plaintiff and ~~the Defendant~~ ACIC and or AFDI entered into an agreement in writing, whereby the Defendants agreed to make certain investments in Meridian Lodges on behalf of the Plaintiff, valued at \$210,000.00 (the "Contract"). At that time, the Plaintiff had \$200,000.00 invested in an account with the Defendants and accordingly provided the Defendants with an additional \$10,000.00 bringing the total investment value paid to the Defendants to \$210,000.00 for the sole purpose of investing in Meridian Lodges (the "Investment").
8. Contrary to the Contract, and in breach of the Contract, the Defendants unilaterally and without the consent of the Plaintiff invested the \$210,000.00 Investment in a townhouse project, with significantly higher risk, as opposed to Meridian Lodges.
9. In or around late 2014, the Plaintiff also invested a further \$15,000.00 with the Defendants which funds were placed in a Tax Free Savings Account (the "TFSA"), bringing the total invested with the Defendants to \$225,000.00.
10. A term in both the Contract and the TFSA specified the Defendants would return the entire invested amount or transfer the TFSA, within three months following demand by the Plaintiff.
11. Pursuant to the Contract, the Plaintiff made demands to ~~the Defendant~~ ACIC and AFDI for the return of the Investment, as well as the return of the TFSA, on or around April 2015.
12. Despite demand and in breach of the Contract and the TFSA, the Defendants ~~has~~ have failed or otherwise neglected to return the Investment and the TFSA in the total sum of \$225,000.00 to the Plaintiff.

13. It was an implied term of all of the agreements that the Defendants would act in good faith towards the Plaintiff.
14. The Defendants breached the implied term of good faith by failing to invest the Plaintiff's funds in Meridian Lodges, by investing the Plaintiff's funds in an improvident investment, by failing to return or redeem the Plaintiff's funds despite demand, and by capriciously failing to issue dividends while the Plaintiff continued to incur administration fees.
15. The Defendants ~~has~~ have breached the Contract by investing the Investment in a townhouse project, as opposed to Meridian Lodges and failing or otherwise neglecting to return the sum of the Investment, and the TFSA, to the Plaintiff after receiving demand.

#### NEGLIGENCE AND FIDUCIARY DUTY

16. The Defendants owed a duty of care to the Plaintiff by virtue of the following facts:
  - a. the Defendants ~~was~~ were aware that the Plaintiff expected that the Investment would be invested in Meridian Lodges;
  - b. the Defendants ~~was~~ were aware that the Plaintiff was relying on the investment advice of the Defendants;
  - c. the Defendants ~~was~~ were in a fiduciary relationship to the Plaintiff as investment advisor;
  - d. the Plaintiff reasonably expected that the Defendants would administer his investments in a prudent manner and in the Plaintiff's best interests; ~~and~~
  - e. the Plaintiff reasonably expected that the Defendants would invest his Investment in Meridian Lodges and not an alternative townhouse project; and
  - f. the Defendants were aware of the Plaintiff's risk tolerance and planned retirement.
17. The Defendants breached their duty of care owed to the Plaintiff in that the Defendants failed to exercise the standard required of a reasonable and careful investment advisor in the circumstances in that the Defendants advised the Plaintiff that his Investment would be in the investment agreed to but instead invested the Investment in an improvident investment.

18. The negligence, breach of fiduciary duty, and or breach of contract of the Defendants was a direct cause or contributed to the Plaintiff's loss and damages, particulars of which are set out in paragraph ~~14~~ 17.

DAMAGES

19. As a result of the Defendant's's' negligence, breach of fiduciary duty, and or breach of contract, the Plaintiff has suffered loss and damage in the sum of \$225,000.00, plus interest.

**Part 2: RELIEF SOUGHT**

1. The Plaintiff claims \$225,000.00;
2. The Plaintiff claims aggravated damages for negligence, breach of fiduciary duty and or breach of contract;
3. The Plaintiff claims interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c.79;
4. The Plaintiff claims costs, including special costs.

**Part 3: LEGAL BASIS**

1. The Defendants breached a contract with the Plaintiff.
2. ~~The Defended was~~ Defendants were negligent and or breached their fiduciary duty and caused the Plaintiff loss and damage.
3. Aggravated, punitive and exemplary damages.

Plaintiff's address for service:

FH&P LAWYERS LLP  
400 - 275 Lawrence Avenue  
Kelowna, British Columbia V1Y 6L2

Fax number address for service (if any): 250-762-8616  
E-mail address for service (if any): cflannigan@fhplawyers.com  
Place of trial: Kelowna, British Columbia  
The address of the registry is: 1355 Water Street  
Kelowna, BC V1X 9R3

Date: October 26, 2016

  
\_\_\_\_\_  
COLIN FLANNIGAN  
Solicitor for the Plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.



**APPENDIX**

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

The Plaintiff's claim is against the Defendants for damages for negligence, breach of fiduciary duty, and or breach of contract.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

The *Court Order Interest Act*, R.S.B.C. 1996, c. 79

This is Exhibit "G" referred to in the  
4th Affidavit of Kyle Record,  
Sworn before me at Vancouver, British Columbia  
this 14th day of November, 2019

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

**JEREMY D. WEST**  
*Barrister & Solicitor*  
**WATSON GOEPEL LLP**  
1200 - 1075 W. Georgia Street  
Vancouver, B.C. V6E 3C9  
Tel: 604-688-1301 Fax: 604-688-8193

Amended pursuant to Supreme Court Civil Rule 6-1(1)(a)  
Originally filed January 4<sup>th</sup>, 2016

No. 109643  
 Kelowna Registry



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**PARKLAND FUNDING LTD.**

**PLAINTIFF**

**ALL CANADIAN INVESTMENT CORPORATION,  
 ACIC FINANCIAL DEVELOPMENT INC.,  
 DONALD F. BERGMAN and WAYNE BLAIR**

**DEFENDANT**

**AMENDED NOTICE OF CIVIL CLAIM**

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

40  
 DE

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

**TIME FOR RESPONSE TO CIVIL CLAIM**

**A response to civil claim must be filed and served on the plaintiff,**

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,**
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,**
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or**
- (d) if the time for response to civil claim has been set by order of the court, within that time.**

**CLAIM OF THE PLAINTIFF**

**Part 1: STATEMENT OF FACTS**

- 1 The Plaintiff Parkland Funding Ltd. is an Alberta corporation. It is a holding company of Eunice and Wayne Kulak, a retired married couple. The Plaintiff has an address for service at 101 – 1353 Ellis Street, Kelowna, BC V1Y 1Z9.**
- 2 The Defendant, All Canadian Investment Corporation (“All Canadian”), is a British Columbia business with a Registered Office at 800 – 885 W Georgia Street, Vancouver, BC V6C 3H1.**
- 3 The Defendant, ACIC Financial Development Inc. (“ACIC”), is a British Columbia business with a Registered Office at the same address as All Canadian.**
- 4 The Defendant, Donald F. Berman (“Bergman”), is a businessman residing in the City of Salmon Arm, in the Province of British Columbia. At all material times he was a Director and President of All Canadian and a Director, President and Secretary for the company ACIC. Bergman has a business address of 825 Lakeshore Drive SW, Salmon Arm, BC V1E 1E4.**

- 5 The Defendant, Wayne Blair ("Blair"), is a businessman residing in the City of Salmon Arm, in the Province of British Columbia. At all material times, he was an Investment Advisor and Director, specifically the Secretary, for the company All Canadian. Blair has a business address of 825 Lakeshore Drive SW, Salmon Arm, BC V1E 1E4.
- 6 All Canadian, ACIC, Bergman and Blair are collectively referred to as "the Defendants".
- 7 Between 2007 and 2012 the Plaintiff made investments with the Defendants totaling \$1,400,000.00. The investments were made following oral representations made by the Defendant Blair and written representations made in an Amended and Restated Offering Memorandum dated October 9, 2007 and a Restated Offering Memorandum for Non-Qualifying Issuers dated July 31, 2012 ("the Offering Memos").
- 8 As part of the oral representations made by Blair he advised the Plaintiff that they would receive quarterly dividend payments and could redeem their investment at any time on three-months notice.
- 9 The two Offering documents also set out quarterly payments and redemption rights.
- 10 In the Restated Offering Memorandum for Non-Qualifying Issuers dated July 31, 2012 the Defendants represented that Bergman had "complete and sole responsibility and authority for all aspects of the operation of the Company, including the offering and issuance of Preferred Shares, the administration of the Company's funds, the determination and approval of Mortgage Loans and other investments, the monitoring of the Mortgage Loans and other investments, and the use of the Company's funds for investment, reinvestment, redemption of Preferred Shares or other uses."
- 11 The Plaintiff received dividends on a quarterly basis for several years.
- 12 In or about December of 2012 the Plaintiff made a formal written redemption request to the Defendants for the redemption of \$600,000.00 in \$100,000.00 increments.
- 13 The Plaintiff understood that there was a three-month notice requirement for a redemption request to be fulfilled and that their money would not be available until April of 2013.

- 14 The Plaintiff received four (4) payments of \$100,000.00 each on May 6<sup>th</sup>, July 2<sup>nd</sup>, July 29<sup>th</sup> and October 3<sup>rd</sup>, 2013.
- 15 Since the October 3<sup>rd</sup>, 2013 payment, the Defendants have made no redemption payments to the Plaintiff. The Defendants made several promises of finishing the redemption payments in the spring of 2014 and then stopped returning phone calls and emails from the Plaintiff.
- 16 The Plaintiff made formal demand for the redemption of the additional \$200,000.00 in August of 2015 but the Defendants have failed, refused or neglected to respond to that demand.
- 17 The Defendants have continued to make made the quarterly dividend payments to the Plaintiff up until October of 2016, after which time the Defendants stopped making the quarterly payments without any explanation.
- 18 On August 10<sup>th</sup>, 2017 the Plaintiff made a formal demand for the redemption of the remaining \$800,000.00 held by the Defendants, which brought the total amount of the Plaintiff's redemption request to \$1,000,000.00, but the Defendants have failed, refused or neglected to respond to that demand.
- 19 The plaintiff had specific objectives in mind for the redemption and as a direct result of the Defendants failure to complete the redemption in the full amount requested the plaintiff has suffered loss, damage and expense.

**Part 2: RELIEF SOUGHT**

- 1 An accounting or tracing of the ~~\$200,000.00~~ \$1,000,000.00 held by the Defendants and owing to the Plaintiff pursuant to the redemption requests;
- 2 An order for specific performance of the redemptions and an order that the Defendants pay to the Plaintiff the sum of ~~\$200,000.00~~ \$1,000,000.00;
- 3 Damages for the economic losses suffered by the Plaintiff as a result of the Defendants failure to complete the redemptions as promised;
- 4 An order for general, punitive and or aggravated damages;
- 5 Judgment jointly and severally against all the Defendants for any amount found owing;
- 6 Interest in accordance with the *Court Order Interest Act*;

- 7 Special costs, or in the alternative, costs; and
- 8 Such other relief as this Honourable Court may deem just.

**Part 3: LEGAL BASIS**

- 1 The Defendants, Bergman and Blair were at all material times acting as the agents for All Canadian and ACIC;
- 2 The Defendants represented to the Plaintiff that they were honest, and possessed special skill and knowledge to invest the Plaintiff's money. The Plaintiff relied on those representations when deciding to invest its money. Those representations were false and the Plaintiff has suffered, and will continue to suffer, loss, damage and expense as a direct result;
- 3 The Defendants made representations to the Plaintiff regarding their ability or willingness to complete the redemption request to return the Plaintiff's money. The Plaintiff relied on those representations allowing more and more time to pass and suffered loss and damage as a result;
- 4 The Defendants stood in a fiduciary relationship with the plaintiff and have breached the duties owed causing the plaintiff to suffer loss, damage and expense;
- 4 The Plaintiff pleads and relies on the law of contract, the law of fiduciary duties, the law surrounding misrepresentations and the doctrine of *contra proferentem*; and
- 7 Such further legal basis as counsel may advise.

Plaintiff's address for service: Sean Kelly Law  
 #101 – 1353 Ellis Street  
 Kelowna, BC V1Y 1Z9

Fax number address for service: 1-855-387-0215

E-mail address for service: sean@seankellylaw.ca

Place of trial: Kelowna Law Courts

The address of the registry is: 1355 Water Street, Kelowna, BC V1Y 9R3

September 19, 2017  
Dated: ~~December 15, 2015~~

  
\_\_\_\_\_  
Signature of **SEAN M. KELLY**  
✓ Lawyer for Plaintiff, Parkland  
Funding Ltd.

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.



## APPENDIX

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

- a motor vehicle accident
- personal injury, other than one arising from a motor vehicle accident
- a dispute about real property (real estate)
- a dispute about personal property
- the lending of money
- the provision of goods or services or other general commercial matters
- an employment relationship
- a dispute about a will or other issues concerning the probate of an estate
- a matter not listed here