

AUG 30 2018

ENTERED



No. S1710393
Vancouver Registry

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

AND

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

AND

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

AND

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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) THURSDAY, THE 30th DAY OF
Mr. Justice Butler) AUGUST 2018.
)

THE APPLICATION of Petitioner, coming on for hearing at Vancouver, British Columbia, on the 30th day of August 2018, and on hearing Jeremy D. West, counsel for the Petitioner, and those other counsel listed on Schedule "A" hereto, AND UPON READING the material filed, including the Affidavit #7 of Donald Bergman sworn August 27, 2018 (the "Bergman Affidavit") and the Report of Boale, Wood & Company Ltd. in its capacity as Court-appointed Monitor (the "Monitor") dated August 28, 2018 (the "Report"); AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The service upon any interested party other than those parties on the service list maintained by the Petitioner and the Monitor in this matter is hereby dispensed with.

Approval and Vesting of the Sale of Lot 5

2. The sale transaction (the "Transaction") contemplated by the Contract of Purchase and Sale dated August 22, 2018 (the "Sale Agreement") between the Petitioner and Darren Blair Lamb and Andrei Sergei Gerus (the "Purchasers"), a copy of which is attached as Exhibit "D" to the Bergman Affidavit is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Petitioner is hereby authorized and approved, and the Petitioner is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "Purchased Assets").

3. Upon payment of the proceeds of the Transaction pursuant to the Sale Agreement (the "Proceeds") by the Purchasers, all of the Petitioner's rights, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated November 10, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule "B" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "C" hereto), and, for greater certainty, this (court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Watson Goepel LLP, solicitors for the Petitioner, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - a. enter the Purchasers as the owner of the Lands, as identified in Schedule "D" hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the

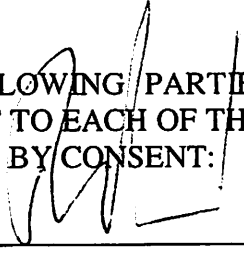
Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchasers in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- b. having considered the interest of third parties, to discharge, release , delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule "C".
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Purchase Price shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
6. The Purchaser shall pay the Proceeds to Watson Goepel LLP, solicitors for the Petitioner, who shall distribute the Proceeds
 - a. firstly, to Watson Goepel LLP on account of its fees and disbursements in relation to the Transaction; and
 - b. the balance to DIDS-BC Holdings Ltd on account of its registered mortgage on the Purchased Assets (CA6769348).
7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Petitioner to the Purchasers at 12:00 noon on the Possession Date (as defined in the Sale Agreement), subject to the permitted encumbrances as listed on Schedule "C".
8. The Petitioner, with the consent of the Purchasers, shall be at liberty to extend the Completion Date (as defined in the Sale Agreement) to such later date as those parties may agree without the necessity of a further Order of this Court.
9. Notwithstanding:
 - a. these proceedings;
 - b. any applications for a bankruptcy order in respect of the Petitioner now or hereafter made pursuant to the Bankruptcy and Insolvency Act and any bankruptcy order issued pursuant to any such applications; and

c. any assignment in bankruptcy made by or in respect of the Petitioner,

the vesting of the Purchased Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioner and shall not be void or voidable by creditors of the Petitioner, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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
Solicitor for the Petitioner

By the Court.



Registrar



Schedule A- List of Counsel Appearing

Doug Hyndman	The Monitor

Schedule "B" – Claims to be deleted/expunged from title to Real Property

1. Nature : Mortgage
Registration Number: CA6769348
Registration Date and Time: 2018-04-30 16:00
Registered Owner: DIDS-BC HOLDINGS LTD.
Incorporation No. BC1157251
Remarks: INTER ALIA

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property**

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

2.

Nature : STATUTORY RIGHT OF WAY
Registration Number: P60244
Registration Date and Time: 1986-06-30 10:25
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER
AUTHORITY
Remarks: INTER ALIA

Nature : COVENANT
Registration Number: BX405842
Registration Date and Time: 2005-01-24 14:18
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
Remarks: INTER ALIA

Nature : EASEMENT
Registration Number: BX405854
Registration Date and Time: 2005-01-24 14:29
Remarks: INTER ALIA
OVER THE UNDIVIDED 3/12 SHARE IN LOT 7 PLAN
BCP 15562 APPURETENANT TO LOTS 1, 2, 3, 4, 5
AND 6 PLAN BCP15562

Nature : STATUTORY BUILDING SCHEME
Registration Number: BX412412
Registration Date and Time: 2005-02-17 13:28
Remarks: INTER ALIA

Schedule D – Lands

PID 026-193-001

Legal Description:

LOT 5 AND AN UNDIVIDED 3/12TH SHARE IN LOT 7, DISTRICT LOT 3923

GROUP 1

NEW WESTMINSTER DISTRICT PLAN BCP 15562