



No: S212302
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 ENCOREFX INC.

PETITIONER

**ORDER MADE AFTER APPLICATION
(Claims Process Order)**

BEFORE	)	THE HONOURABLE	)	APRIL 8, 2021
	)	MADAM JUSTICE FITZPATRICK	)	
	)		)	

ON THE APPLICATION of Ernst & Young Inc. in its capacity as Monitor of EncoreFX Inc. (“**EncoreFX**”) and not in its personal capacity, coming on for hearing via MS Teams at the Law Courts, 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on April 8, 2021 (the “**Order Date**”); **AND ON READING** the pre-filing report of Ernst and Young Inc. (“**EY**”) in its role as the Monitor (the “**Monitor**”) of EncoreFX dated effective March 10, 2021; **AND ON HEARING** William E.J. Skelly, counsel for the Monitor, and those other counsel listed in **Appendix “A”** hereto; **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;

IT IS HEREBY ORDERED, ADJUDGED AND DECLARED THAT:

1. Words and phrases contained in this Order (the “**Claims Process Order**”), which begin with capital letters and which are not otherwise expressly defined herein, including at **Appendix**

“B” hereto, shall have the respective meanings ascribed thereto in the Conversion Order pronounced in these CCAA Proceedings on March 30, 2021 (**“Conversion Order”**).

2. Except as expressly amended by the terms of this Order, the Conversion Order shall continue in full force and effect in accordance with its terms.

SERVICE

3. The time for service of the Notice of Application for this Order is hereby abridged and validated so that this Notice of Application is properly returnable today and further service is hereby dispensed.

APPROVAL OF CLAIMS PROCESS

4. The claims process set forth in this Claims Process Order for determining claims of Creditors (the **“Claims Process”**) is hereby approved, and the Monitor shall be and is hereby authorized and directed to implement the Claims Process.

5. The following Appendices attached hereto to this Claims Process Order shall be and are hereby approved:

Appendix “B” – Definitions;

Appendix “C” – Form of Instruction Letter;

Appendix “D” – Proof of Claim Form;

Appendix “E” – Claim Amount Notice Form;

Appendix “F” – Convenience Creditor Form;

Appendix “G” – Notice of Revision or Disallowance;

Appendix “H” – Notice of Dispute; and

Appendix “I” – Newspaper Notice and Notice to Creditors.

6. The Monitor may, from time to time, make minor changes to the above Appendices as the Monitor considers necessary or desirable.

NOTICE OF CLAIMS PROCESS

7. Within three (3) Business Days of this Order, the Monitor shall cause a Claims Package to be sent to each Known Creditor, to Canada Revenue Agency, and to any similar revenue or taxing authority of each and every province or territory of Canada by regular prepaid mail, fax, or e-mail. The Claims Package to be delivered to each such Creditor shall provide general information and instructions in respect of the filing of Claims.
8. Within not more than three (3) Business Days of the date of this Claims Process Order, the Monitor shall cause the Newspaper Notice to be published in *Vancouver Sun*, *Times-Colonist* (Victoria), and *The Globe and Mail* (National Edition), for one (1) Business Day.
9. Within three (3) Business Days of the date of this Claims Process Order, the Monitor shall cause the Claims Package to be posted on the Website until the Claims Bar Date.
10. Subject to further order of the Court, any Notice of Revision or Disallowance must be issued by the Monitor at least five (5) days prior to the Meeting of Creditors, if any, and any adjournment thereof.
11. Within five (5) days of the date of a Notice of Repudiation or Disclaimer, the Monitor shall cause the Claims Package to be sent to each Creditor with a Subsequent Claim by regular prepaid mail, fax, or e-mail applicable to such Subsequent Claim.
12. The Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.
13. To the extent any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date or if the Monitor becomes aware of any further Claims, the Monitor shall forthwith send the Creditor a Claims Package, direct the Creditor to the documents posted on the Monitor's Website or otherwise respond to the request for the Claims Package as may be appropriate in the circumstances.
14. The sending to the Creditors and the publication of the Claims Package, in accordance with this Order, and completion of the other requirements of this Order, shall constitute good and

sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING OF PROOFS OF CLAIM

Creditors Who Have Delivered BIA Proofs of Claim to EY in the BIA Proceedings

15. Every BIA Proof of Claim delivered by a Creditor to EY within the BIA Proceedings is hereby automatically deemed to have been received as a Proof of Claim within these CCAA Proceedings with the same force and effect as such BIA Proof of Claim enjoyed within the BIA Proceedings. A Creditor who delivered a BIA Proof of Claim to EY within the BIA Proceedings in respect of a Pre-Filing Claim is not required to resubmit its BIA Proof of Claim within these CCAA Proceedings.

16. All BIA Proofs of Claim, including without limitation, all Disputed BIA Claims, shall continue to be governed by the applicable rules and processes as prescribed in the BIA, *mutatis mutandis* or any orders of this Court, including, without limitation, all prescribed timelines, onera, rights of appeal, and rights of examination or discovery.

17. For greater certainty, nothing herein shall grant any Creditor with a Disputed BIA Claim any further or additional rights beyond those prescribed in the BIA or relieve such Creditor from any applicable onera or obligation with respect to its pursuance of a Disputed BIA Claim. All BIA Proofs of Claim and Disputed BIA Claims which have been disallowed or disputed by the Trustee on a final basis, pursuant to the rules and processes prescribed in the BIA, in the BIA Proceedings shall be considered disallowed or disputed, *mutatis mutandis*, on a final basis in the CCAA Proceedings.

18. If a Creditor submitted a BIA Proof of Claim that was disallowed by the Trustee, and such Creditor did not dispute the Notice of Disallowance within the required timeframe, that Creditor is not permitted to submit a Proof of Claim for the same Claim in the CCAA Proceedings.

Creditors Who Have Not Delivered BIA Proofs of Claim to EY in the BIA Proceedings

19. Every Creditor asserting a Claim that has not already submitted a BIA Proof of Claim against EncoreFX shall set out its aggregate Claim in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor on or before the Claims Bar Date.
20. Every Creditor disputing the Claim Amount Notice shall set out its aggregate Claim in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor on or before the Claims Bar Date.
21. Every Creditor asserting a Subsequent Claim against EncoreFX shall set out its aggregate Subsequent Claim in a Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor on or before the Subsequent Claims Bar Date.
22. A Proof of Claim shall be deemed to have been filed in a timely manner only if delivered by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so as to actually have been received by the Monitor on or before the Claims Bar Date applicable to such Proof of Claim.

Directors and Officers - Treatment of D&O Claims and D&O Indemnity Claims

23. Any D&O Claim shall be treated in the same manner as a Claim within the Claims Process and, for further clarity, shall be subject to the Claims Bar Date.
24. Nothing in this Order shall prejudice the rights and remedies of any D&Os or other person under any existing insurance policy or prevent or bar any person from seeking recourse against or payment from EncoreFX's insurance or any director and officer liability insurance policy or policies that exist to protect or indemnify the D&Os or other persons, whether such recourse or payment is sought directly by the person asserting the claim from the insurer or derivatively through the D&Os provided, however, that noting in this Order shall create any rights in favour of such person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law.

25. Any D&O wishing to assert a D&O Indemnity Claim shall deliver a Proof of Claim asserting the D&O Indemnity Claim in accordance with paragraph 52 hereof so that it is received by the Monitor no later than (15) Business Days after the deemed receipt of the Proof of Claim of any Creditor asserting a D&O Claim (the “**D&O Indemnity Claims Bar Date**”).

26. In respect of any D&O Indemnity Claim, any D&O who does not file a Proof of Claim asserting a D&O Indemnity Claim as provided for herein such that the Proof of Claim is received before the D&O Indemnity Claims Bar Date shall:

- a. be forever barred, estopped and enjoined from asserting or enforcing any such D&O Indemnity Claim (or filing a Proof of Claim with respect to such D&O Indemnity Claim) against EncoreFX and such D&O Indemnity Claim shall be forever extinguished;
- b. not be permitted to vote on any Plan on in respect of any such D&O Indemnity Claim;
- c. not be permitted to participate in any distribution under any Plan; and
- d. not be entitled to receive further notice in these CCAA Proceedings.

FORM OF PROOFS OF CLAIM

27. Any Claim or Subsequent Claim set out in a Proof of Claim shall be expressed in Canadian dollars, failing which such Claim or Subsequent Claim shall be converted to and shall constitute obligations in Canadian dollars in accordance with the foreign exchange conversion terms described in the Plan.

DETERMINATION OF CLAIMS AND SUBSEQUENT CLAIMS

Review of Proofs of Claim

28. The Monitor shall review each Proof of Claim received by the Claims Bar Date or Subsequent Claims Bar Date (as the case may be) and, subject to paragraph 33 of this Claims Process, shall accept, revise, or disallow such Claim or Subsequent Claim.

29. Subject to any deficiencies in the Convenience Creditor Form, as determined by the Monitor in its sole discretion, every Convenience Creditor Form received before the Claims Bar

Date and accepted by the Monitor shall be deemed to be a Proven Claim and that Convenience Creditor shall be deemed to have voted in favour of the Plan in accordance with paragraph 5.2(c) of the Plan and any amendments thereto.

30. If the Monitor accepts the Claim or Subsequent Claim, then such Claim or Subsequent Claim shall be a Proven Claim.

31. If the Monitor does not receive a Proof of Claim from a Creditor to whom the Monitor sent a Claim Amount Notice, then the amount in the Claim Amount Notice shall be deemed to be a Proven Claim.

32. Notwithstanding any provision of this Claims Process Order, the Monitor may, by notice in writing, require any Creditor with a Claim included in the List of Claims and the Notice to Creditor to deliver a Proof of Claim and all of the provisions and deadlines of this Order relating to Proofs of Claim shall apply.

Notices of Revision or Disallowance

33. The Monitor may revise the amount of a Claim or Subsequent Claim to correct any error, defect, or omission in the Proof of Claim or List of Claims. If the Monitor revises the amount of a Claim, then it shall send a Notice of Revision to the affected Creditor at least five (5) days before the Meeting of Creditors.

34. If the Monitor determines to disallow a Proof of Claim, then the Monitor shall send a Notice of Disallowance to the Creditor who has filed such Pre-Filing Claim or Subsequent Claim at least five (5) days before the Meeting of the Creditors.

Notice of Dispute

35. Any Creditor that disputes the classification or amount of its Claim or Subsequent Claim as set forth in a Notice of Revision or Disallowance shall deliver a Notice of Dispute to the Monitor by 4:00 p.m. (Pacific Daylight Time) on the day which is five (5) days after the date of such Notice of Revision or Disallowance.

36. Any Creditor who fails to deliver a Notice of Dispute by the deadline set forth in paragraph 35 of this Claims Process shall be deemed to have accepted the classification and the amount of its Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance, and such Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance shall constitute a Proven Claim.

Resolution of Claims and Subsequent Claims

37. Upon receipt of a Notice of Dispute, the Monitor may: (a) attempt to consensually resolve the classification and amount of the Claim or Subsequent Claim identified in such Notice of Dispute with the Creditor who has filed the same, or (b) bring an application before the Court in these proceedings to determine the classification and/or amount of the Claim or Subsequent Claim in accordance with paragraph 35 of this Order.

38. If the Monitor and the Creditor consensually resolve the classification and amount of the Claim or Subsequent Claim, the Monitor may accept a revised Claim or Subsequent Claim, and such Claim or Subsequent Claim will constitute a Proven Claim. In such event, the Monitor will cause to be served upon the Creditor who has submitted such Claim or Subsequent Claim an Admission Notice in respect to such Claim or Subsequent Claim.

39. The Monitor ^{on a de novo basis} or a Creditor with a disputed Claim may bring an application before the Court in these proceedings to determine the classification and/or amount of a Claim or Subsequent Claim by serving on the party who has asserted such Claim or Subsequent Claim, and by filing with the Court, a Notice of Application to that effect (the "**Claim Application**"). If a Claim Application is not filed within five (5) days of delivering the Notice of Dispute under paragraph 31 of this Order, or such other date as may be agreed by the Monitor, then the Claim set out in the Notice of Revision or Disallowance (as applicable) shall be the Creditor's Proven Claim.

40. The Monitor may allow a Creditor's disputed Claim for the purpose of voting on the Plan, provided however that such an allowance shall not preclude the Monitor from disputing that Creditor's disputed Claim for classification and distribution purposes under the Plan.

41. Notwithstanding the terms of this Order and for the purposes of participating in the Plan, Andreas Wrede shall be entitled to a Property Claim which shall be a Proven Claim and in the amount of CAD \$28,966,892.58 for the purposes of voting and distribution without any further formality or filing.

DEEMED ACCEPTANCE OF CLAIMS

42. All Creditors who submitted a BIA Proof of Claim that was proven in the BIA Proceedings shall be deemed to have a Proven Claim in the amount of the proven BIA Proof of Claim for voting and distribution purposes under the Plan, without any further act of any such Creditor.

43. If a Creditor does not file a Proof of Claim in respect of a Claim included in the List of Claims and the Claim Amount Notice, or does not notify the Monitor in writing to correct the amount stipulated in the Claim Amount Notice, the amount of that Creditor's Claim in the Claim Amount Notice shall be deemed to be such Creditor's Proven Claim for voting and distribution purposes under any Plan, without any further act of any such Creditor.

CLAIMS BAR

44. If a Creditor receiving a Claims Package wishes to object to the amount listed in the Claim Amount Notice, the Creditor must, on or before the Claims Bar Date, deliver a Proof of Claim to the Monitor.

45. Any Creditor who has not already submitted a BIA Proof of Claim, or was not provided a Claim Amount Notice, and fails, on or before the Claims Bar Date, to file a Proof of Claim in respect of a Claim in accordance with this Claims Process Order and the Claims Process, shall:

- a. be forever barred, estopped and enjoined from asserting or enforcing any such Claim (or filing a Proof of Claim with respect to such Claim) against EncoreFX and such Claim shall be forever extinguished;
- b. not be permitted to vote on any Plan on in respect of any such Claim;
- c. not be permitted to participate in any distribution under any Plan; and
- d. not be entitled to receive further notice in these CCAA Proceedings.

46. Any Creditor who fails, on or before the Subsequent Claims Bar Date, to file a Proof of Claim in respect of a Subsequent Claim in accordance with this Order and shall:

- a. be forever barred, estopped and enjoined from asserting or enforcing any such Subsequent Claim (or filing a Proof of Claim with respect to such Subsequent Claim) against EncoreFX and such Subsequent Claim shall be forever extinguished;
- b. not be permitted to vote on any Plan in respect of any such Subsequent Claim;
- c. not be permitted to participate in any distribution under any Plan; and
- d. not be entitled to receive further notice in these proceedings.

47. Any Person who is not listed on the List of Claims, receives a Claim Amount Notice where the amount indicated is "Unknown", or is required pursuant to the terms of this Order to deliver a Proof of Claim and who does not deliver a Proof of Claim on or before the Claims Bar Date or such later date as the Monitor may agree in writing or the Court may otherwise direct, shall:

- a. be forever barred, estopped and enjoined from asserting or enforcing any Claim (or filing a Proof of Claim with respect to such Claim) against EncoreFX and such Claim shall be forever extinguished;
- b. not be permitted to vote on any Plan in respect of any such Claim;
- c. not be permitted to participate in any distribution under any Plan; and
- d. not be entitled to receive further notice in these CCAA Proceedings.

NOTICE OF TRANSFEREES

48. Leave is hereby granted from the date of this Order until seven (7) days prior to the date affixed by the Court for a Meeting of Creditors to permit a Claimant to provide written notice of assignment or transfer of a Claim to the Monitor.

49. Subject to the terms of any subsequent Order of this Court, if the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Monitor shall not be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter

such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which EncoreFX may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to EncoreFX. No transfer or assignment shall be effective for voting purposes unless sufficient notice and evidence of such transfer has been received by the Monitor no later than 4:00 p.m. (Pacific Daylight Time) on the date that is seven (7) days prior to the date affixed by the Court for the Meeting of Creditors, failing which the original transferor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer of the Claim had occurred. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

NOTICES AND COMMUNICATION

50. Except as otherwise provided herein, the Monitor may deliver any notice or other communication to be given under this Claims Process Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or e-mail to such Creditors or Persons at the address for such Creditors or Persons most recently indicated on the books and records of EncoreFX, and any such service or notice by courier, personal delivery, facsimile or e-mail shall be deemed to have been 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 within British Columbia, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.

51. Any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Claims Process Order and will be sufficiently given only if delivered by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission addressed to:

Ernst & Young Inc.

700 West Georgia Street
Vancouver, BC V7Y 1C7
Email: jason.eckford@parthenon.ey.com
Facsimile: 604.899.3530
Attention: Jason Eckford

52. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process or this Claims Process Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day immediately following such day.

53. In the event of any strike, lock-out or other event which has the effect of interrupting postal service in Canada generally, all notices and communications during such interruption may only be delivered by personal delivery or courier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

AID AND ASSISTANCE OF OTHER COURTS

54. This Court hereby requests the aid and recognition (including assistance pursuant to section 17 of the CCAA, as applicable) of any Court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

GENERAL

55. The Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim shall be final for all purposes including in respect of any Plan and voting thereon (unless otherwise provided for in any subsequent Order of the Court), and, including for any distribution made to Creditors, whether in these CCAA Proceedings or in any of the

proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting EncoreFX.

56. The Monitor (a) in carrying out its obligations under this Claims Process Order, shall have all of the protections provided to it by the CCAA and the Conversion Order or as an officer of this Court, including the stay of proceedings in its favour; (b) shall incur no liability or obligation as a result of the carrying out of its obligations under this Claims Process Order; (c) shall be entitled to rely on the books and records of EncoreFX, all without independent investigation; and (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

57. Notwithstanding the terms of this Claims Process Order, the Monitor may apply to this Court from time to time for directions from this Court with respect to this Claims Process Order or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or replace this Claims Process Order, including the Appendices to this Claims Process Order.

58. Notwithstanding anything to the contrary herein, the Monitor may at any time:

- a. refer a Claim for resolution to the Court for any purpose where in the Monitor's discretion such a referral is preferable or necessary for the resolution or the valuation of the Claim;
- b. in writing, accept the amount of a Claim for voting purposes without prejudice to the right of the Monitor to later contest the validity or amount of the Claim; and
- c. in writing, settle and resolve any disputed Claims.

59. The Monitor shall be and is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Dispute are completed and executed, and may, if satisfied that a Claim or Subsequent Claim has been adequately proven, including Claims which were proven by Creditors in the BIA Proceedings, waive strict compliance with the requirements of the Claims Process and this Claims Process Order as to the completion and execution of Proofs of Claim and Notices of Dispute.

60. The Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Conversion Order, shall be and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Claims Process and this Claims Process Order.

61. All references as to time herein shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 4:00 p.m. (Pacific Daylight Time) on such Business Day unless otherwise indicated herein.

62. Any Claim denominated in a foreign currency shall be converted to Canadian dollars in accordance with the foreign currency exchange rate terms defined in paragraph 1.6 of the Plan.

63. Notwithstanding any other provisions of this Claims Process Order, the solicitation by the Monitor of Proofs of Claim, and the filing by any Claimant of any Proof of Claim shall not, for that reason only, grant any person any standing in these proceedings or rights under any proposed plan of arrangement.

64. Nothing in this Claims Process Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Petitioners into particular affected or unaffected classes for the purpose of a plan of compromise or arrangement.

65. In the event that no plan of compromise or arrangement is approved by this Court, then this Claims Process Order shall be of no effect in this or any other proceeding or distribution with respect to any and all Claims made by Claimants.

66. References in this Claims Process 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.

67. Notwithstanding the terms of this Claims Process Order, the Monitor may apply to this Court from time to time for such further order or orders as they shall consider necessary or desirable to amend, supplement or replace the Claims Process or this Order.

68. The Endorsement of this Claim Process Order by counsel appearing on this application, other than the Monitor, is hereby dispensed with.

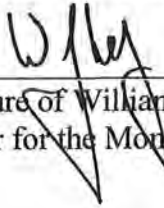
ENDORSEMENTS ATTACHED

BY THE COURT

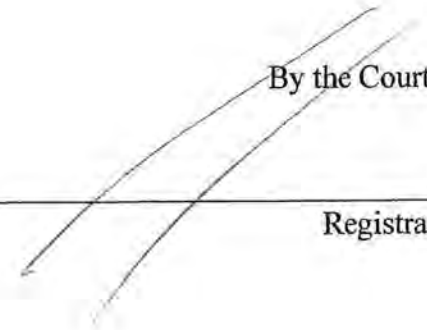
REGISTRAR



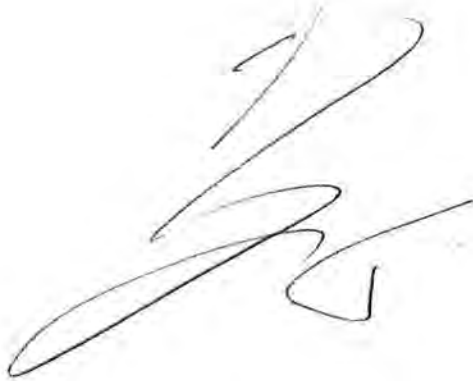
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER:



Signature of William E.J. Skelly
Lawyer for the Monitor



By the Court:
Registrar



APPENDIX “A”
(to the Claims Process Order)

List of Counsel

Name of Counsel	Party Represented
William E.J. Skelly	Counsel for the Monitor
Heather E. Doi	Counsel for Andreas Wrede
Lee Nicholson	Counsel for Andreas Wrede
Patrick Harnett	Counsel for AFD Petroleum Ltd.
Timothy Louman-Gardiner	Counsel for Itex Inc.
Peter Vaartnou	Counsel for Gustavson Capital Corporation
Brandon Barnes Trickett	Counsel for Gustavson Capital Corporation

APPENDIX “B”
(to the Claims Process Order)

Definitions

DEFINITIONS

1. For purposes of the Claims Process Order and this Claims Process, the following words and phrases shall have the following respective meanings:

“**Admission Notice**” means a notice sent by the Monitor to a Creditor acknowledging the classification and/or amount of a Creditor’s Claim or Subsequent Claim;

“**Bar Dates**” means the Claims Bar Date and the Subsequent Claims Bar Date;

“**BIA Proceedings**” means EncoreFX’s bankruptcy proceedings bearing Court File No. VLC-S-B-200204 and bankruptcy Estate No.11-2634864;

“**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in the Province of British Columbia;

“**BIA Proof of Claim**” means a Proof of Claim submitted in the BIA Proceedings, and includes any Proofs of Claim submitted in the BIA Proceedings asserting a D&O Claim;

“**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

“**CCAA Proceedings**” means EncoreFX’s proceedings bearing Court Filing No. S212302;

“**Claim**” means any Pre-Filing Claim;

“**Claim Amount Notice**” means the notice sent by the Monitor in the Claims Package stipulating the amount of the Claim as determined by the Monitor, in substantially the form attached to the Claims Process Order as **Appendix “E”**;

“**Claims Bar Date**” means 4:00 p.m. (Pacific Daylight Time) on May 5, 2021, or such other date as may be ordered by the Court or on consent of the Monitor;

“**Claims Package**” means the document package which shall include a copy of the Instruction Letter, a Claim Amount Notice (if applicable), a Proof of Claim, a Convenience Creditor Form, and such other materials as the Monitor considers necessary or appropriate;

“**Claims Process**” has the meaning set out at paragraph 4 of this Claims Process Order;

“**Claims Process Order**” has the meaning set out in paragraph 1 of this Claims Process Order;

“Claimants” means: (i) any Creditor of EncoreFX who provided a BIA Proof of Claim to the Trustee; and (ii) any Creditor who provides a Proof of Claim to the Monitor in accordance with the terms of the Claims Process Order, and **“Claimant”** means any one of them;

“Convenience Creditors” has the same meaning as paragraph 5.2(c) in the proposed Plan and means those General Unsecured Creditors (as defined in the proposed Plan) who elect to receive a distribution equal to (i) 100% of their respective General Unsecured Claims (as defined in the proposed Plan) up to the sum of \$5,000, or (ii) \$5,000 in respect of their General Unsecured Claims who are owed between \$5,000 and \$31,250.00, both in full and final settlement of their Claims, and **“Convenience Creditor”** means any one of them;

“Convenience Creditor Form” means the form sent in the Claims Package in substantially the form attached to the Claims Process Order as **Appendix “F”**;

“Conversion Order” has the meaning set out at paragraph 1 of this Claims Process Order;

“Creditors” means any Persons with Claims as against EncoreFX, except for Creditors with Excluded Claims, and **“Creditor”** means any one of them;

“Court” means the Supreme Court of British Columbia;

“D&O” means collectively and individually, all current and former directors and officers of EncoreFX and, for greater clarity, specifically includes Peter Gustavson;

“D&O Claim” means any Claim that has been, could have been, or may be asserted or made in whole or in part against one or more D&O;

“D&O Indemnity Claim” means any existing or future right of any D&O as against EncoreFX, which arose or arises as a result of any person filing a Proof of Claim asserting a D&O Claim in respect of such D&O for which such D&O is entitled to be indemnified by EncoreFX;

“D&O Indemnity Claims Bar Date” has the meaning set out at paragraph 25 of this Claims Process Order;

“Disputed BIA Claims” means a BIA Proof of Claim that was disallowed by the Trustee and disputed by the Creditor with a Notice of Dispute within the required timeframe and **“Disputed BIA Claims”** means some or all of them;

“Excluded Claims” has the meaning given to such term in Article 4.2 of the proposed Plan as appended to the Conversion Order, and **“Excluded Claim”** means any one of them;

“EY” means Ernst & Young Inc.;

“Filing Date” means March 30, 2020, being the date EncoreFX assigned itself into bankruptcy;

“Instruction Letter” means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached to the Claims Process Order as **Appendix “C”**;

“Known Creditors” means Creditors which the books and records of EncoreFX disclose were owed money by EncoreFX as of the Filing Date, which obligation remains unpaid (in whole or in part);

“List of Claims” means a list prepared by the Monitor identifying all Claims known to the Monitor, which shall be updated as required from time to time by the Monitor;

“Monitor” means Ernst & Young Inc.;

“Newspaper Notice” means the notice of the Claims Process to be published in newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as **Appendix “I”**;

“Notice of Dispute” means: (i) a Notice of Dispute filed in the BIA Proceedings and continued in the CCAA Proceedings; and (ii) the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached to the Claims Process Order as **Appendix “H”**;

“Notice of Repudiation or Disclaimer” means a written notice in any form issued on or after the Filing Date, and includes those issued in the BIA Proceedings, by the Monitor or Trustee advising a Person of the disclaimer or repudiation of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement(s) related thereto. For the purposes of the Claims Process Order only, an agreement on or after the Filing Date restructuring or amending a contract, lease, employment agreement, or other arrangement or agreement of any nature whatsoever, which by its terms expressly provides for a reservation of a Subsequent Claim in these proceedings, shall be deemed to be a Notice of Repudiation or Disclaimer;

“Notice of Revision or Disallowance” means: (i) the notice that may have been delivered to a Creditor in the BIA Proceedings; or (ii) the notice that may be delivered to a Creditor revising or rejecting such Creditor's Pre-Filing Claim or Subsequent Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached to the Claims Process Order as **Appendix “G”**;

“Notice to Creditor” means a notice provided by the Monitor to a Creditor substantially in the form set out at **Appendix “I”** hereto;

“Order Date” has the meaning set out in the Preamble of this Claims Process Order;

“Plan” means the plan of arrangement and compromise to be filed in the CCAA Proceedings;

“Pre-Filing Claim” means any Claim, other than an Excluded Claim and a Subsequent Claim, that arose prior to the Filing Date, and includes any right or claim of any Person that may be asserted or made in whole or in part against EncoreFX or its D&Os, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest thereon or costs payable in respect thereof, in existence on, or which is based on, an event,

fact, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against EncoreFX or any of its property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy and, for greater certainty, includes any D&O Claim, any D&O Indemnity Claim, and any tax claim;

“Proof of Claim” means: (a) any BIA Proof of Claim; and (b) the form to be completed and filed by a Creditor setting forth its Pre-Filing Claim or its Subsequent Claim (as the case may be), which proof of claim shall be substantially in the form attached to the Claims Process Order as **Appendix “D”**;

“Proven Claim” means the amount, status and/or validity of the Claim of a Creditor as finally determined in accordance with this Claims Process. A Proven Claim will be “finally determined” in accordance with this Claims Process when:

- a. a Proof of Claim is accepted by the Monitor by any of the following:
 - i. such Proof of Claim was previously accepted in the BIA Proceeding; or
 - ii. such Proof of Claim is accepted in the CCAA Proceeding;
- b. if applicable, the Convenience Creditor submits a Convenience Creditor Form before the Claims Bar Date;
- c. the applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance issued by the Monitor has expired and no Notice of Dispute has been filed in accordance with this Order; or
- d. any court of competent jurisdiction has made a determination with respect to the amount, status and/or validity of the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any (and all) such appeal(s) or motion(s) shall have been dismissed, finally determined or withdrawn; and

- e. alternatively, a Claim shall be deemed a Proven Claim if the Monitor issues a Claim Amount Notice to a Creditor and that Creditor does not dispute the Claim Amount Notice by filing a Proof of Claim before the Claims Bar Date;

“Subsequent Claim” means any Claim arising after the Filing Date as a result of the disclaimer or repudiation, after the Filing Date, of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto;

“Subsequent Claims Bar Date” means the later of (a) the Claims Bar Date and (b) 5:00 p.m. (Pacific Daylight Time) on the day which is ten (10) days after the date of the Notice of Repudiation or Disclaimer;

“Website” shall mean the Monitor’s website located at www.ey.com/ca/EncoreFX.

APPENDIX “C”
(to the Claims Process Order)

Instruction Letter for the Claims Process of
EncoreFX Inc. (“EncoreFX”)

A. Claims Procedure

By Order of the Honourable Madam Justice Fitzpatrick dated April 8, 2021 (the “**Claims Process Order**”) attached hereto, under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”), EncoreFX has been authorized to conduct a claims process (the “**Claims Process**”).

EncoreFX’s current proceedings under the CCAA are called the “**CCAA Proceedings**”. EncoreFX’s earlier proceedings under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“**BIA**”) are called the “**BIA Proceedings**”. All Proofs of Claim submitted by Creditors in the BIA Proceedings are called “**BIA Proofs of Claim**”, and any one of them means a “**BIA Proof of Claim**”.

This letter provides instructions for responding to the Claim Amount Notice, responding to the Convenience Creditor Form, and completing the Proof of Claim, enclosed, in the CCAA Proceedings. Terms in capital letters which are not defined in this instruction letter have the meaning ascribed in the Claims Process Order.

The Claims Process is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim, against EncoreFX or any of its directors or officers arising on or prior to March 30, 2020, whether unliquidated, contingent or otherwise. Please review the Claims Process Order for the complete definitions of Claim and Excluded Claim.

If you are a Creditor who filed a Proof of Claim in the BIA Proceedings, please review section E of this letter, as well as paragraphs 15-18 of the Claims Process Order which govern the treatment of your BIA Proof of Claim in the CCAA Proceedings. In summary, the Proof of Claim that you filed in the BIA Proceedings is deemed to have been delivered to the Monitor within the CCAA Proceedings. This means that you do not need to file a new Proof of Claim in the CCAA Proceeding unless you decide that your BIA Proof of Claim needs to be revised.

If you have any questions regarding the Claims Process please contact the Court-appointed Monitor at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to:

The Court-Appointed Monitor of EncoreFX Inc.,
Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7
Email: jason.eckford@parthenon.ey.com

Facsimile: 604.899.3530
Attention: Jason Eckford

B. General Instructions for Completing the Proof of Claim Form

The Proof of Claim must be completed by an individual, or an individual acting on behalf of a corporation. The individual acting for a corporation or other person must state the capacity in which he or she is acting, such as "Credit Manager", "Treasurer", "Authorized Agent" and so forth. The individual completing the Proof of Claim or Convenience Creditor Form must have knowledge of the circumstances connected with the Claim. All Proofs of Claim must be signed, dated and witnessed. The full legal name of the Creditor must be filled out in its entirety. Creditors who file a Proof of Claim by a division, or file several Proofs of Claim by divisions, may have their Proof(s) of Claim disallowed. Only one Proof of Claim per legal entity may be filed notwithstanding that separate divisions or operating units of a Creditor may supply and bill EncoreFX separately.

A Statement of Account containing full details of the Claim must be attached to the Proof of Claim. The Proof of Claim should include all amounts owing to you for any goods or services provided to EncoreFX before March 30, 2020. If the Creditor describes the Statement of Account in an Affidavit, the Affidavit must comply with the British Columbia *Supreme Court Civil Rules*, BC Reg 168/2009.

If the Creditor holds security for the indebtedness, a statement of the value and nature of the security must accompany the Proof of Claim.

If the Creditor holds a contingent or unliquidated Claim, the details of any guarantee giving rise to such contingent or unliquidated Claim, or reasons for the Claim must be provided in addition to the basis upon which the Claim has been valued.

If the Claim has been sold or assigned, the name of the party purchasing the Claim and the amount of the Claim sold or assigned as well as supporting documentation must be attached to the Proof of Claim submitted. The Proof of Claim can be completed by either the original Creditor or by an assignee, but not both. Creditors and assignee(s) must determine amongst themselves who will file the Proof of Claim.

C. For Creditors Receiving Claim Amount Notice

Where the Monitor has determined a Creditor's Claim based on the books and records of EncoreFX, it will issue a Claim Amount Notice to that Creditor stating the amount of the Creditor's Claims.

If you have received a Claim Amount Notice, there are two (2) options available to you:

- a. if you disagree with the amount of your Claim as set out in the Claim Amount Notice, submit a Proof of Claim in accordance with section F below; or

- b. if you agree with the amount of your Claim as set out in the Claim Amount Notice, take no steps.

If the Monitor has issued you a Claim Amount Notice and receives a Proof of Claim from you before the Claims Bar Date, it will consider the Proof of Claim in accordance with the Claims Process Order.

If the Monitor has issued you a Claim Amount Notice and does not receive a Proof of Claim before the Claims Bar Date, you will be deemed to have a Proven Claim in the amount of Claim Amount Notice for the purpose of voting and distribution.

D. For Creditors Receiving Convenience Creditor Form

Where the Monitor has calculated a Creditor's Claim as below CAD \$31,250.00, it will issue that Creditor a Convenience Creditor Form.

If you have received a Convenience Creditor Form, there are two (2) options available to you:

- a. if you disagree with the amount of your Claim as set out in the Convenience Creditor Form, submit a Proof of Claim in accordance with section F below; or
- b. if you agree with the amount of your Claim as set out in the Convenience Creditor Form, fill out the form and return it to the Monitor so the Monitor receives it before the Claims Bar Date.

If the Monitor has issued you a Convenience Creditor Form and receives a Proof of Claim from you before the Claims Bar Date, it will consider the Proof of Claim in accordance with the Claims Process Order.

If the Monitor has issued you a Convenience Creditor Form and receives a completed Creditor Convenience Form from you before the Claims Bar Date, you will be deemed to have a Proven Claim in the amount of Convenience Creditor Form for the purpose of voting and distribution.

For clarity, Convenience Creditor will be treated as follows in the Plan:

- a. a Convenience Creditor with a Proven Claim totaling CAD \$5,000 or less is entitled to receive a distribution totaling 100% of the amount set out in its Proven Claim;
- b. a Convenience Creditor with a Proven Claim totaling between CAD \$5,000 and CAD \$31,250 is entitled to accept CAD \$5,000 in full and final satisfaction of its Proven Claim, which will result in that Convenience Creditor receiving a distribution totaling no less than 16% of the amount in its Proven Claim; and
- c. in all cases, Convenience Creditors who have elected to be paid in accordance with sub-paragraphs a. or b. above, shall be deemed to have voted in favour of the Plan.

If the Monitor has issued you a Convenience Creditor Form and does not receive either a Proof of Claim or a completed Convenience Creditor Form before the Claims Bar Date from you, you will be forever barred, estopped and enjoined from asserting or enforcing any such Claim (or filing a Proof of Claim with respect to such Claim) against EncoreFX and such Claim shall be forever extinguished.

E. For Creditors who Submitted Proofs of Claim in the BIA Proceedings

All BIA Proofs of Claim submitted in the BIA Proceedings, including, without limitation, all disallowed BIA Proofs of Claim that have been disputed within the required timeline ("**Disputed BIA Claims**"), shall continue to be governed by the applicable rules and processes as prescribed in the BIA, *mutatis mutandis*, including, without limitation, all prescribed timelines, onera, rights of appeal, and rights of examination or discovery.

For greater certainty, nothing herein shall grant any Creditor with a Disputed BIA Claim any further or additional right beyond those prescribed in the BIA or relieve such Creditor from any applicable onera or obligation with respect to its pursuance of a Disputed BIA Claim and all BIA Proofs of Claim.

All Disputed BIA Claims which have been disallowed or disputed by EY, in its capacity as the Trustee in Bankruptcy (the "**Trustee**"), on a final basis, pursuant to the rules and processes prescribed in the BIA, in the BIA Proceedings shall be considered disallowed or disputed, *mutatis mutandis*, on a final basis in the CCAA Proceedings.

If you submitted a BIA Proof of Claim and the Trustee accepted your BIA Proof of Claim, you are deemed to have a Proven Claim in the CCAA Proceedings in the amount of your BIA Proof of Claim.

If you currently hold a Disputed BIA Claim, your Claim will be resolved in accordance with the rules and processes of the BIA or by Order of the Court.

F. For Creditors Submitting a Proof of Claim

If you believe that you have a Claim against EncoreFX, or the amount in the Claim Amount Notice is incorrect, or the amount in the Creditor Convenience Form is incorrect, you must file a Proof of Claim with the Monitor. **THE PROOF OF CLAIM MUST BE RECEIVED BY 4:00 P.M. (PACIFIC DAYLIGHT TIME) ON MAY 5, 2021**, unless the Court orders otherwise.

If you are a Creditor who is not asserting a property interest in EncoreFX's assets, then you must complete Form D-1 "Proof of Claim" set out at **Appendix D** of the Claims Process Order. If you are a Creditor asserting a property interest in EncoreFX's assets, then you must complete Form D-2 "Property Proof of Claim" set out at **Appendix D** of the Claims Process Order.

Additional Proof of Claim forms and Convenience Creditor Forms can be obtained by contacting the Monitor using the contact information listed above and providing particulars as to your name,

address, e-mail and facsimile number. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms or Convenience Creditor Forms.

G. Claims Order

While this instruction letter, along with its accompanying Proof of Claim forms, is provided to you to assist in the Claims Process, you must comply with the terms of the Claims Process Order pronounced April 8, 2021.

UNLESS YOU HAVE FILED A BIA PROOF OF CLAIM OR YOU HAVE RECEIVED A CLAIM AMOUNT NOTICE THAT YOU DO NOT DISPUTE, IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM IS NOT RECEIVED BY THE MONITOR BEFORE THE CLAIMS BAR DATE, AS APPLICABLE:

- 1. YOUR CLAIM WILL BE FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ENCOREFX AND/OR ANY OF THEIR DIRECTORS AND OFFICERS;***
- 2. YOU SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT OR COMPROMISE OR BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER THE PLAN, IF ANY;***
- 3. YOU SHALL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY OF ENCOREFX'S ASSETS; AND***
- 4. YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF ENCOREFX.***

APPENDIX "D"
(to the Claims Process Order)

Proof of Claim Forms

Form D-1: Proof of Claim of EncoreFX Inc. ("EncoreFX")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Terms in capital letters which are not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated April 8, 2021 as same may be amended from time to time (the "**Claims Process Order**"). **Please print legibly.**

1. PARTICULARS OF CREDITOR

- (a) Full Legal Name of Creditor (include trade name, if different):

(the "**Creditor**"). The full legal name should be the name of the Creditor of EncoreFX, notwithstanding whether an assignment of a Claim has occurred.

- (b) Full Mailing Address of the Creditor: (The mailing address should be the mailing address of the Creditor and not an assignee.)

- (c) Other Contact Information of the Creditor:

Telephone Number: _____

E-mail Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

Has the Claim set out herein been sold, transferred or assigned by the Creditor to another party?

Yes: ☐

No: ☐

2. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)

If the Claim set out herein has been sold, transferred or assigned, complete the required information set out below.

(a) Full Legal Name of the Assignee:

(b) Full Mailing Address of the Assignee:

(c) Other Contact Information of the Assignee:

Telephone Number: _____

E-mail Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

3. PROOF OF CLAIM

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

That I:

☐ am a Creditor of EncoreFX; OR

☐ am

(state position or title)

of

(Name of the Creditor)

That I have knowledge of all the circumstances connected with the Claim described and set out below;

EncoreFX was and still is indebted to the Creditor as follows (*include all Claims that you assert against EncoreFX*):

\$_____CAD [Insert \$ value of Claim]

4. NATURE OF CLAIM

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

[] A. UNSECURED CLAIM OF \$_____CAD

That in respect of this debt, I do not hold any assets of the debtor as security and

[] Regarding the amount of \$_____CAD, I do not claim a right to a priority.

[] Regarding the amount of \$_____CAD, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or would claim such a priority if this Proof of Claim was being filed in accordance with the BIA, or otherwise claim a right to a priority over unsecured creditors.

(Set out on an attached sheet details to support any priority claim)

[] B. SECURED CLAIM OF \$_____CAD

That in respect of this debt, I hold assets of the debtor valued at \$_____CAD as security, the particulars of which are as follows:

Give the full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.

5. PARTICULARS OF THE CLAIM

Other than as already set out herein, the particulars of the undersigned's total Claim against EncoreFX are attached on a separate sheet.

Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim and amount of invoices, particulars of all credits, discounts and so forth claimed, description of the security, if any, granted by EncoreFX to the Creditor and estimated value of such security and particulars of any Claim.

6. FILING OF CLAIM

This Proof of Claim form must be received by the Monitor by no later than **4:00 p.m. (Pacific Daylight Time) on the Claims Bar Date of May 5, 2021**, by either registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission at the following address:

The Court-Appointed Monitor of EncoreFX Inc.,

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7
Email: jason.eckford@parthenon.ey.com
Facsimile: 604.899.3530
Attention: Jason Eckford

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by 4:00 p.m. (Pacific Daylight Time) on May 5, 2021 will result in your Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against EncoreFX and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Creditor in these proceedings.

7. EXCLUDED CLAIMS

The following are Excluded Claims and no Person needs to file any claim in respect thereof at this time: (i) any Claim or portion of a Claim arising from a cause of action for which the Petitioner is covered by insurance, but only to the extent of that coverage; and (ii) any other Claim arising solely as a result of events occurring after the CCAA Filing Date (other than Subsequent Claims).

DATED this _____ day of _____, 2021.

Witness:

Per: _____

Print name of Creditor:

*If Creditor is other than an individual,
print name and title of authorized signatory*

Name: _____

Title: _____

Form D-2: Property Proof of Claim of EncoreFX Inc. ("EncoreFX")

Please read carefully the enclosed Instruction Letter for completing this Property Proof of Claim form. Terms in capital letters which are not defined within this Property Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated April 8, 2021 as same may be amended from time to time (the "**Claims Process Order**"). **Please print legibly.**

PARTICULARS OF CLAIMANT

- (a) Full Legal Name of Claimant (include trade name, if different):

(the "**Claimant**").

- (b) Full Mailing Address of the Claimant: (The mailing address should be the mailing address of the Claimant)

- (c) Other Contact Information of the Claimant:

Telephone Number: _____

E-mail Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

FILING OF CLAIM

This Proof of Claim form must be received by the Monitor by no later than **4:00 p.m. (Pacific Daylight Time) on the Claims Bar Date of May 5, 2021**, by either registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission at the following address:

**The Court-Appointed Monitor of EncoreFX Inc.,
Ernst & Young Inc.**
700 West Georgia Street
Vancouver, BC V7Y 1C7
Email: jason.eckford@parthenon.ey.com
Facsimile: 604.899.3530
Attention: Jason Eckford

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by 4:00 p.m. (Pacific Daylight Time) on May 5, 2021 will result in your Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against EncoreFX and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Creditor in these proceedings.

CERTIFICATION BY CLAIMANT

I, _____, of the _____ of _____ in the Province of _____, do hereby certify:

1. that I am the Claimant, (or that I am) _____ of _____;
(Position) (Claimant Name)
2. that I have knowledge of all the circumstances connected with the claim referred to below;
3. that as at March 30, 2020, the property enumerated in the document(s) attached and marked "A" (and "B") was in the possession of EncoreFX, and still remains in the possession of the Monitor;
4. that the Claimant hereby claims that property, or interest or right in it, by virtue of the document(s) attached and marked "A" (and "B"), namely:

(Set out the particulars of all documents serving as proof of the claim, giving

(i) the grounds on which the claim is based, and

(ii) sufficient particulars to enable the property to be identified; if the particulars do not appear on the face of the documents, attach an additional statement marked "B" setting them forth.)

5. that the Claimant is entitled to demand from the Monitor the return of the property enumerated in these document(s); and

6. that I hereby demand that the Monitor return to me (or to the Claimant whom I represent) the property enumerated in the document(s).

Sworn (~~or~~ Solemnly declared)

before for me at _____, (city, town or village)

in the province of _____,

on this day ____ of _____, _____.

Commissioner of Oaths

Signature of Claimant

APPENDIX “E”
(to the Claims Process Order)

Claim Amount Notice
of EncoreFX Inc. (“EncoreFX”)

Full Legal Name of Creditor: _____

Pursuant to the order of the Supreme Court of British Columbia dated April 8, 2021 and as may be amended restated or supplemented from time to time (the “**Claims Process Order**”), Ernst & Young Inc., in its capacity as Monitor of EncoreFX, hereby gives you notice that EncoreFX in consultation with the Monitor, has determined your Claim as follows:

Unsecured	Priority	Secured	TOTAL
(\$CAD)	(\$CAD)	(\$CAD)	(\$CAD)
\$	\$	\$	\$

If you do not agree with this Claim Amount Notice, please take note of the following:

If you intend to dispute this Claim Amount Notice, you must deliver a Proof of Claim, in the form attached hereto, by prepaid registered mail, personal delivery, email (in PDF format), courier or facsimile transmission to;

The Court-Appointed Monitor of EncoreFX Inc.,
Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7
Email: jason.eckford@parthenon.ey.com
Facsimile: 604.899.3530
Attention: Jason Eckford

so that such Proof of Claim is received by the Monitor by 4:00pm (Pacific Daylight Time) on May 5, 2021 being the Claims Bar Date, or such other date as may be agreed by the Monitor.

If you do not deliver a Proof of Claim by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Claim Amount Notice for voting and/or distribution purposes.

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS CLAIM AMOUNT NOTICE WILL BE BINDING UPON YOU.

DATED at the City of Vancouver in the Province of British Columbia, this ____ day of April, 2021

ERNST & YOUNG INC.

in its capacity as Monitor appointed in the CCAA Proceedings
in relation to EncoreFX Inc.
and not in its personal or corporate capacity

Per:

Jason Eckford, CPA

Director, Turnaround & Restructuring Strategy

APPENDIX "F"
(to the Claims Process Order)

Convenience Creditor Form of EncoreFX Inc. ("EncoreFX")

This Convenience Creditor Form is being provided to you in accordance with the terms of the EncoreFX Plan of Arrangement dated _____, 2021 (the "**Plan**"). You may also receive a Claim Amount Notice Form.

If you qualify as a Convenience Creditor of EncoreFX, then you may receive either or both of the following documents:

1. **Claim Amount Notice.** This form determines the classification and amount of your Claim based on the information available to the Monitor. If you agree with the information in the Claim Amount Notice and you do not wish to elect to be a Convenience Creditor, then you do not need to file a Proof of Claim or a Convenience Creditor Form and you are entitled to vote on the Plan. If you disagree with the Monitor's determination of your Claim in the Claim Amount Notice, then you are required to deliver a Proof of Claim to the Monitor before the Claims Bar Date.
2. **Convenience Creditor Form.** This form enables you to elect to be a Convenience Creditor. If you wish to elect to become a Convenience Creditor, then you must complete this form and deliver it to the Monitor before 4:00 p.m. (Pacific Daylight Time) on May 5, 2021 (the "**Claims Bar Date**"). If you elect to be a Convenience Creditor, then you are automatically deemed to have voted in favour the Plan.

If you do not receive a Claim Amount Notice or a Convenience Creditor Form and you wish to prove a Claim in these CCAA Proceedings, then you are required to deliver a Proof of Claim to the Monitor before the Claims Bar Date, otherwise you will be forever barred, estopped and enjoined from asserting or enforcing any such Claim (or filing a Proof of Claim with respect to such Claim) against EncoreFX and such Claim shall be forever extinguished.

FULL LEGAL NAME OF CREDITOR: _____

AMOUNT OF CLAIM: _____

By signing this Creditor Convenience Form below I confirm that:

1. I am an Unsecured Creditor with a Proven Claim (as defined in the Plan) totaling less than CAD \$31,250;
2. I hereby elect to either (please circle one):
 - a. receive a one-time distribution of 100% of the value of my Proven Claim, up to a maximum of CAD \$5,000; or

- b. where my claim is between \$5000 and \$31,250, to reduce my claim to \$5,000 (for distribution purposes only) and receive a one-time distribution of CAD \$5,000 in full satisfaction of my Proven Claim;

3. If I have selected either 2 a. or 2 b. above, I am deemed to have voted in favour of the Plan.

DATED this ____ day of _____, 2021.

Witness:

Per: _____

Print name of Creditor:

*If Creditor is other than an individual,
print name and title of authorized signatory*

Name: _____

Title: _____

APPENDIX "G"
(to the Claims Process Order)

Notice of Revision or Disallowance of EncoreFX Inc. ("EncoreFX")

Name of Creditor: _____

Reference #: _____

Terms in capital letters which are not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Claims Process Order dated April 8, 2021. Pursuant to the Claims Process Order, Ernst & Young Inc., in its capacity as Monitor of EncoreFX, hereby gives you notice that it has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

A) Your Claim has been revised or rejected for:

Voting purposes ☐

Distribution purposes ☐

B) Revision or Disallowance:

	Proof of Claim as Submitted	The Revised Claim as Accepted
Claim arising prior to March 30, 2020		

C) Reason for the Revision or Disallowance:

IF YOU DO NOT AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:

If you intend to dispute this Notice of Revision or Disallowance you must, in relation to a Claim, no later than five (5) days of the date of this Notice of Revision or Disallowance, deliver a Dispute Notice by registered mail, personal service, facsimile, e-mail (in PDF format) or courier to the addresses or fax numbers indicated herein. The form of Dispute Notice is attached to this Notice.

APPENDIX "H"
(to the Claims Process Order)

Dispute Notice of EncoreFX Inc. ("EncoreFX")

Terms in capital letters which are not defined within this Dispute Notice form have the meaning ascribed thereto in the Claims Process Order dated April 8, 2021. Pursuant to the Claims Process Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____, issued by Ernst & Young Inc. in its capacity as Monitor of EncoreFX in respect of our Claim.

Name of Creditor: _____

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Individual/Authorized Signing Officer: _____

Date: _____

(Please print name) _____

Telephone Number: () _____ Facsimile Number: () _____

E-mail Address: _____

Full Mailing Address:

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, FACSIMILE, E-MAIL (IN PDF FORMAT) OR COURIER TO THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED NO LATER THAN _____, 2021:

Address for Service of Dispute Notices:

**The Court-Appointed Monitor of EncoreFX Inc.,
Ernst & Young Inc.**
700 West Georgia Street
Vancouver, BC V7Y 1C7
Email: jason.eckford@parthenon.ey.com
Facsimile: 604.899.3530
Attention: Jason Eckford

The Monitor or Creditor may dispute the Creditor's Claim by bringing an application before the Court in these proceedings to determine the classification and/or amount of its Claim or Subsequent Claim by serving on the Monitor, and by filing with the Court, a Notice of Application to that effect (the "**Claim Application**"). If a Claim Application is not filed within five (5) days of delivering the Notice of Dispute under paragraph 31 of the Claims Process Order, or such other date as may be agreed by the Monitor, then the Claim set out in the Notice of Revision or Disallowance (as applicable) shall be the Creditor's Proven Claim.

APPENDIX "I"
(to the Claims Process Order)

Notice To Creditors of EncoreFX Inc. ("EncoreFX")

RE: NOTICE OF CLAIMS PROCEDURE FOR ENCOREFX PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Supreme Court of British Columbia dated April 8, 2021 (the "**Order**") establishing a procedure for determining the amount of Claims (as defined in the Order) against EncoreFX. The Court has ordered that the Monitor send Proof of Claim forms to the known creditors of EncoreFX who have not received a Claim Amount Notice (or disputes the Claim Amount Notice) from the Monitor. Any person who has not received a Proof of Claim form or a Claim Amount Notice (or disputes the Claim Amount Notice) and who believes that they have a claim against EncoreFX which claim arose prior to March 30, 2020 should send a completed Proof of Claim to the Monitor to be received by **4:00 p.m. (Pacific Daylight Time) on May 5, 2021** (the "**Claims Bar Date**").

CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Creditors who have not received a Proof of Claim the Monitor should contact Jason Eckford, Ernst & Young Inc., the Court-appointed Monitor of EncoreFX (Telephone: 604.891.8280, Facsimile: 604.899.3530, e-mail: jason.eckford@parthenon.ey.com) to obtain a Proof of Claim package.

A Claim Package is available on the Monitor's website: www.ey.com/ca/EncoreFX/.

DATED at Vancouver, this ____ day of _____, 2021