No. S-205095
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 A PLAN OF COMPROMISE AND ARRANGEMENT OF
PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP

ORDER MADE AFTER APPLICATION

(Meeting Order)

BEFORE THE HONOURABLE MADAM JUSTICE FITZPATRICK	)))	17/June/2022

ON THE APPLICATION of the Petitioners coming on for hearing before me at Vancouver, British Columbia, on the 17 day of June 2022 AND ON HEARING Michael W. Selnes, counsel for the Petitioners and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Twelfth Report of Ernst & Young, Inc. in its capacity as court appointed monitor; 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:

SERVICE OF APPLICATION

1. Service of notice of this Application and supporting documents is hereby deemed to be good and sufficient, the time for notice is hereby abridged to the time provided, and no other person is required to have been served with notice of this Application.

DEFINITIONS AND INTERPRETATION

2. All capitalized terms used herein und not otherwise defined have the meanings ascribed to them in the plan of compromise and arrangement of the Petitioners attached hereto as **Schedule** "**B**" (the "**Plan**"), and the following terms in this Meeting Order shall have the following meanings:

(a) "**Chair**" has the meaning ascribed to it in paragraph 25 hereof;

(b) "**Consenting Parties**" means collectively the Consenting Unsecured Creditors and Consenting Pre-Sale Purchasers;

(c) "**Consenting Pre-Sale Purchaser**" means a purchaser of a pre-sale condominium unit or commercial unit that is a party to the Restructuring Support Agreement;

(d) "**Consenting Unsecured Creditors**" means an unsecured creditor that is a party to the Restructuring Support Agreement but does not include a Consenting Pre-Sale Purchaser;

(e) "**Convenience Creditor**" means (a) Consenting Unsecured Creditors holding Unsecured Claims in an amount less than or equal to $5,000, (b) Consenting Unsecured Creditors holding Unsecured Claims in an amount greater than $5,000 if the relevant Consenting Unsecured Creditor has made a valid election for the purposes of the Plan, and (c) Consenting Pre-Sale Purchaser;

(f) "**Convenience Creditor Election**" means the election form to be delivered by Convenience Creditors to the Monitor in accordance with paragraph 21 hereof, which shall be substantially in the form attached as Schedule "A" to the Plan which is attached hereto as **Schedule** "**B**";

(g) "**Meeting Date**" means August 9, 2022, subject to any adjournment, postponement, other rescheduling or further order of this Court;

(h) "**Meeting Materials**" has the meaning ascribed to it in paragraph 15 hereof;

(i) "**Newspaper Notice of Meeting**" means a notice of this Meeting Order, the Meeting and the Meeting Date, to be published in accordance with paragraph 14 hereof, which shall be substantially in the form attached hereto as **Schedule** "**C**";

(j) "**Notice of Meeting to Affected 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** "**D**;

(k) "**List of Claims**" has the meaning ascribed to it in the Claims Process Order;

(l) "**Proxy**" means the form of proxy for the Voting Creditors which shall be substantially in the form attached hereto as **Schedule** "**E**";

(m) "**Restructuring Support Agreement**" means the Agreement dated as of June 1, 2022, among the Petitioners, Consenting Pre-Sale Purchasers and Consenting Unsecured Creditors;

(n) "**Sanction Order Application**" has the meaning ascribed to it in paragraph 44 hereof;

(o) "**Sanction Order**" has the meaning ascribed to it in paragraph 44 hereto;

(p) "**Service List**" means the service list maintained by the Monitor and posted on the Website;

(q) "**Voting Creditors**" means Affected Creditors with Allowed Claims that are not Convenience Creditors, as determined at the Voting Record Deadline; and

(r) "**Voting Record Deadline**" means 5:00 p.m. (Vancouver Time) on August 5, 2022.

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 specified.

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 Petitioners are hereby authorized to present the Plan to the Voting Creditors at the Meeting, in order to seek approval of the Resolution by the General Unsecured Creditor Class in accordance with the terms of this Meeting Order and the Plan.

7. Each of the Schedules to this Meeting Order are 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, the Petitioners may, with the consent of the Monitor, amend, restate, modify and/or supplement the Plan by written instrument and the Monitor shall post such amendment on the Website. The Petitioners will give reasonable written notice to all Affected 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 Petitioners may at any time and from time to time amend, restate, modify or supplement the Plan:

   (a) pursuant to an Order of the Court made on notice to all Persons potentially affected by such variation, amendment, modification or supplement; or

   (b) without an Order of the Court if prior written consent from the Monitor is obtained and such amendment concerns a matter which: (i) is of an administrative nature required to better give effect to the implementation of the Plan or the Sanction Order, or (ii) to cure any errors, omissions or ambiguities, and in either case is not materially adverse to the financial or economic interests of the Affected Creditors.

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. For the purposes of considering and voting on the Resolution, there shall be two classes of Affected Creditors: the Unsecured Creditor Class and the Pre-Sale Purchaser Class.

NOTICE OF MEETINGS AND DELIVERY OF MATERIALS TO AFFECTED CREDITORS

12. The Petitioners is hereby authorized to convene, hold and conduct the Meetings of the Unsecured Creditors and Pre-Purchasers at 10:00 a.m. (Vancouver time) on the Meeting Date in person at the office of Ernst & Young, Inc., located at Oceanic Plaza, 1066 W. Hastings St. 2300, Vancouver, British Columbia, Canada, V6E 3X2, for the purpose of considering and, if deemed advisable passing the Resolution unless the Chair, in accordance with paragraphs 31 and 32 hereof, decides to adjourn, postpone or otherwise reschedule the Meetings.

13. The Newspaper Notice of Meetings shall be published by the Monitor for one Business Day in the Vancouver Sun newspaper within five (5) business days following the issuance of this Meeting Order.

14. Within two (2) business days of this Order, the Monitor shall publish the following documents (collectively, the "**Meeting Materials**") on the Website:

   (a) a copy of this Meeting Order;

   (b) a copy of the Convenience Creditor Election;

   (c) a copy of the Monitor's twelfth Report to the Court dated June 16, 2022;

   (d) a copy of the Notice of Meeting to Affected Creditors;

(e) a copy of the Plan;

(f) a copy of the Restructuring Support Agreement; and,

(g) a copy of the Proxy.

15. The Petitioners, with the consent of the Monitor are hereby authorized to vary, amend, modify or supplement any of the Meeting Materials (other than the Plan, which may only be modified, amended or supplemented in accordance with the terms of this Meeting Order), and the Monitor shall distribute or make available any such amended form by posting it on the Website.

16. By no later than two (2) business days following this Order, the Monitor shall send to each Affected Creditor copies of: (a) this Meeting Order; (b) the Monitor's twelfth Report to the Court dated June 16, 2022; (c) the Plan; (d) the Notice of Meeting to Affected Creditors; (e) the Convenience Creditor Election; and (f) the Proxy.

17. The materials referred to in paragraph 17 immediately above shall be sent by the Monitor to each Affected Creditor by ordinary mail, courier, email or fax to the address appearing on the Affected Creditor's Proof of Claim delivered to the Monitor pursuant to the Claims Process Order, or as set out in the List of Claims if no Proof of Claim was filed by such Affected Creditor, whichever is most recent.

18. The publications referred to in paragraphs 14 and 15 hereof, and transmission and delivery in accordance with paragraph 18 hereof, 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.

19. 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.

DELIVERY OF CONVENIENCE CREDITOR ELECTION

20. An Unsecured Creditor with an Allowed Claim equal to or greater than $5,001 that wishes to be treated as a Convenience Creditor under the Plan must deliver a duly completed and executed Convenience Creditor Election to the Monitor prior to 5:00 p.m. (Vancouver Time) on August 5, 2022 by email at Jason.Eckford@parthenon.ey.com, fax at (604)899-3530 or by delivery to the Monitor's office located at Oceanic Plaza, 1066 W. Hastings St. 2300, Vancouver, British Columbia, Canada, V6E 3X2 (Attention: Jason Eckford) such that it is received by the Monitor prior to the Voting Record Deadline.

21. Upon delivering a Convenience Creditor Election as provided for in paragraph 21 immediately above, such Unsecured Creditor: (i) is irrevocably deemed to have voted the full amount of its Allowed Claim in favour of the Resolution as a member of the Unsecured Creditor Class; and (ii) shall be treated as a Consenting Unsecured Creditor and its claims will be compromised and extinguished in exchange for: (i) an Excess Profit Sharing Note; or (ii) a Convenience Cash Payment, as the case may be. For clarity, the delivery of a Convenience Creditor Election shall not affect the amount of an Unsecured Creditor's Allowed Claim for voting purposes under the Plan.

22. A Pre-sale Purchaser that wishes to be treated as a Consenting Pre-Sale Purchaser and have its claim compromised and extinguished in exchange for consideration in the amount of $10 and the amendment of the Outside Date (as defined in the Agreement of Purchase and Sale) of each Consenting Pre-sale Purchaser's Agreement of Purchase and Sale to July 24, 2025, must execute the Restructuring Support Agreement and deliver it to the Monitor prior to 5:00 p.m. (Vancouver Time) on August 5, 2022 by email at Jason.Eckford@parthenon.ey.com, fax at (604) 899-3530 or by delivery to the Monitor's office located at Oceanic Plaza, 1066 W. Hastings St. 2300, Vancouver, British Columbia, Canada, V6E 3X2 (Attention: Jason Eckford) such that it is received by the Monitor prior to the Voting Record Deadline. A Pre-sale Purchaser that makes an election as a Consenting Pre-Sale Purchaser shall be treated as a Convenience Creditor.

CONDUCT AT THE MEETING

23. The amount of an Affected Claim which may be voted (or is deemed to have been voted) by an Affected Creditor shall be the amount of that Affected Claim at the Voting Record Deadline, as determined in accordance with the Claims Process Order.

24. For purposes relating to voting on the Plan and calculating distributions thereunder, Affected Claims denominated in currencies other than Canadian Dollars in any Proof of Claim delivered to the Monitor, shall be converted by the Monitor to Canadian Dollars in accordance with paragraph 48 of the Claims Process Order.

25. Mike Bell of the Monitor or such other representative of the Monitor as it may designate, shall preside as the chair (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.

26. The Monitor 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.

27. The only Persons entitled to attend and speak at the Meeting are: (i) the Petitioners and their legal counsel and advisors; (ii) the Monitor and its legal counsel and advisors; and (ii) those Persons, including the holders of Proxies, entitled to vote at the Meeting and their legal counsel and advisors. Any other Person may be admitted on invitation of the Chair.

28. In order to be voted at the Meeting, Proxies must be: (a) received by the Monitor by email at Jason.Eckford@parthenon.ey.com, fax at **(604) 899-3530** or by delivery to the Monitor's office located at 2300-700 West Georgia Street, V7Y 1C7, Vancouver (Attention: Jason Eckford) prior to the Voting Record Deadline; or (b) deposited with the Chair before the beginning of the Meeting (or any such adjournment, postponement or other rescheduling thereof).

29. In the absence of instruction to vote in favour of or against the Resolution, any Proxies received by the Monitor in accordance with paragraph 28 immediately above shall be deemed to include instructions to vote in favour of the Resolution.

30. All Convenience Creditors shall be irrevocably deemed to vote in favour of the Resolution and any Proxy filed by or on behalf of such Convenience Creditor shall be of no force and effect.

31. The quorum for each of the Unsecured Creditor Class and Pre-Sale Purchaser Class required at the Meeting shall be one Voting Creditor present in person or by Proxy and entitled to vote at the Meeting. If the requisite quorum is not present at the Meeting, then the Meeting shall be adjourned by the Chair to such date, time and place as may be decided by the Chair in his or her sole discretion. The Chair shall decide on the manner of giving notice to the General Unsecured Creditor Class of the rescheduled Meeting and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Website.

32. The Chair is hereby authorized to adjourn, postpone or otherwise reschedule the Meeting, or the vote of the General Unsecured Creditor Class scheduled to occur at 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 Affected Creditors of the rescheduled Meeting and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Website.

VOTING PROCEDURE

33. At the Meeting:

    (a) the approval of the Resolution will be decided by the Required Majority on a ballot vote; and

    (b) 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 hand.

34. The only Persons entitled to vote at the Meeting shall be Voting Creditors and their Proxy holders. All Convenience Creditors are irrevocably deemed to vote in favour of the Resolution. The Related Parties may vote their Related Parties' Claims against the Plan but not in favour of the Plan.

35. The Monitor shall record and tabulate the votes cast at the Meeting.

36. For the purposes of counting and tabulating the votes at the Meeting, each Affected Creditor shall have one vote for each of its Allowed Claim and the weight attributed to such vote (for the purposes of determining the Required Majority) shall be equal to the dollar value of such Affected Creditor's Allowed Claim (if necessary, converted into Canadian Dollars in accordance with paragraph 24 herein).

37. Any Affected Claim acquired by a transferee or assignee shall not merge, consolidate, or combine with any other Affected Claim held or acquired by such transferee or assignee.

38. Allowed Claims shall not include fractional numbers and shall be rounded down to the nearest whole dollar amount without compensation.

39. At the Meeting, for each Affected Creditor's Unresolved Claim, the Monitor shall keep a separate record of votes cast by anyone entitled to vote holding Unresolved Claims. The votes cast in respect of any Unresolved Claim shall not be counted for any purpose unless, until and only to the extent that such Unresolved Claim is finally determined to be an Allowed Claim in accordance with the Claims Process Order.

40. No Affected Creditor shall be entitled to split or subdivide an Affected Claim for purposes of voting or distribution or for the purposes of making the Convenience Creditor Election.

NOTICE TO AFFECTED CREDITORS:

41. Any document sent by the Monitor or the Petitioners 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 delivered to the Monitor in the Claims Process, or as set out in the List of Claims if no Proof of Claim was filed by such Affected Creditor, whichever is most recent. Any such service and delivery shall be deemed to have been received: (i) 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 tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic transmission (such as facsimile or email), by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

42. If, during any period which notice or other communications are being given pursuant to this Meeting Order, a postal work stoppage of general application should occur, such notice or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Meeting Order.

SANCTION ORDER APPLICATION

43. As soon as practicable following the Meeting, the Monitor shall report to this Court on: (i) the voting results of the General Unsecured Creditor Class with respect to the approval of the Resolution; and (ii) any other matter the Monitor considers relevant with respect to the Meeting or the Petitioners's application for the Sanction Order.

44. If the Plan is approved by the Required Majority of the General Unsecured Creditor Class, the Petitioners shall bring an application (the "**Sanction Order Application**") for an order approving and sanctioning the Plan (the "**Sanction Order**"), which application shall be returnable before this Court at **10:00 a.m**. on **August 16, 2022** or as soon thereafter as the matter can be heard.

45. A copy of the Petitioners' notice of application seeking the Sanction Order shall be published on the Website as soon as practicable.

46. Publication of the Notice of Meeting to Affected Creditors and this Meeting Order pursuant to paragraphs 14 and 15 hereof and delivery of the Meeting Materials pursuant to paragraphs 17 and 18 hereof 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.

47. Any party who wishes to oppose the Sanction Order Application shall serve on counsel for the Petitioners, counsel for the Monitor, and all parties on the Service List, by no later than 4:00 p.m. (Vancouver time) on**: August 12, 2022**: (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 the materials to be relied upon to oppose the Sanction Order Application.

48. 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 in accordance with paragraph 47 immediately above hereof are required to be served with notice of the adjourned, postponed or otherwise rescheduled date.

GENERAL PROVISIONS

49. 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.

50. The Petitioners 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.

51. Subject to further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provision of the Plan and this Meeting Order, the terms, conditions and provision 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.

52. The Petitioners 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 Schedule hereto.

53. Endorsement of this Meeting Order by counsel appearing on this application, other than counsel for the Petitioners, 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 Lawyer for the Petitioners
Lawyer: David E. Gruber

BY THE COURT

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REGISTRAR

Schedule "A" – List of Counsel

Name of Party	**Counsel Name**
Domain Mortgage Corp.	Scott Stephens
Aviva Insurance Company of Canada	Alexis Teasdale
The Monitor	Peter Rubin
Macario Reyes and 1296371 B.C. Ltd.	Jordan Shultz

SCHEDULE "B"

No. S-205095
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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 A PLAN OF COMPROMISE AND ARRANGEMENT OF
PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP

PLAN OF COMPROMISE AND ARRANGEMENT

Dated: June 17, 2022

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PLAN OF COMPROMISE AND ARRANGEMENT

WHEREAS:

(A) The Petitioners, Evergreen House Development Limited Partnership and its general partner, Port Capital Development (EV) Inc., own the "**Terrace House Project**". The Terrace House Project consists of an ongoing development of a high-rise luxury residential strata development in the Coal Harbour neighborhood, located at 1250 W Hastings St., Vancouver, British Columbia;

(B) On May 29, 2020, the Court issued an Order (as may be amended from time to time, the "**Initial Order**") commencing proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA")** in respect of the Petitioners, which among other things, granted relief to the Petitioners pursuant to the CCAA;

(C) Pursuant to the Initial Order, Ernst & Young, Inc. was appointed Monitor (in such capacity and not in its personal or corporate capacity, the "**Monitor**") in the CCAA Proceedings; and

(D) The Petitioners hereby propose this Plan, as developed in consultation with the Monitor, pursuant to the CCAA.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan, including the Recitals herein, unless otherwise stated or unless the subject matter otherwise requires, all capitalized terms used shall have the meanings, and grammatical variations of such words and phrases shall have the corresponding meanings, set out below:

"**Affected Claim**" means any Claim, other than an Unaffected Claim;

"**Affected Creditor**" means any Creditor holding an Affected Claim;

"**Agreement of Purchase and Sale**" means each agreement of purchase and sale entered into in connection with the Terrance House Project;

"**Applicable Law**" means any law (including any principle of civil law, common law or equity), statute, order, decree, judgment, rule, regulation, ordinance, by-law or other pronouncement having the effect of law, whether in Canada or any other country or any domestic or foreign province, state, city, county or other political subdivision;

"**Assessments"** means Claims of Her Majesty the Queen in Right of Canada or of any province or territory or municipality or any other Taxing Authority in any Canadian or foreign jurisdiction, including amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any Taxing Authority;

"**Business**" means the business of the Petitioners, including the development and construction of the Terrace House Project;

"**Business Day**" means a day on which banks would usually be open for business in the City of Vancouver, British Columbia, Canada, but does not include a Saturday, Sunday or a statutory holiday in the Province of British Columbia;

"**CCAA**" has the meaning ascribed thereto in the Recitals;

"**CCAA Charges**" means, collectively, the Administration Charge, the Interim Lender's Charge (as such terms are defined in the Initial Order) and any other charge over the Petitioners' assets created by other order of this Court;

"**CCAA Proceedings**" has the meaning ascribed thereto in the Recitals;

"**Claim**" means: (i) any Pre-Filing Claim, (ii) any Property Claim; (iii) any Post-Filing Claim; (iv) Pre-Sale Purchaser Claim or (v) any Directors/Officers Claim, provided, however, that, in each case, a "**Claim**" shall not include an Unaffected Claim;

"**Claims Procedure Order**" means the order of the Court pronounced June [17], 2022 establishing a claims procedure, as may be amended, restated or varied from time to time;

"**Conditions Precedent**" means the conditions precedent to Plan implementation set out in Section 7.3;

"**Convenience Cash Payment**" means, in respect of a Convenience Creditor, the lesser of: (a) $5,000; and (b) the amount of the Unsecured Claim(s) of such Unsecured Creditor;

"**Convenience Creditor**" means: (a) General Unsecured Creditors holding General Unsecured Claims in an amount less than or equal to $5,000; and (b) General Unsecured Creditors holding General Unsecured Claims in an amount greater than $5,000 if the relevant General Unsecured Creditor has made a valid election for the purposes of the Plan;

"**Court**" means the Supreme Court of British Columbia;

"**Creditor**" means any Person having a Claim and includes without limitation the transferee or assignee of a Claim transferred and recognized as a Creditor in accordance with the Meetings Order or the Plan or a trustee, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

"**Director**" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of the Petitioners;

"**Directors/Officers Claim**" means any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executor or anticipatory in nature, including any Assessment and 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, of which any Director and/or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer;

"**Distribution Date**" means two weeks after the satisfaction or waiver of all conditions precedent;

"**Effective Time**" means 12:01 a.m. on the Plan Implementation Date or such other time on such date as the Petitioners and the Monitor shall determine or as otherwise ordered by the Court;

"**Election Form**" means the form set out as Schedule "A";

"**Eligible Voting Claims"** means a Voting Claim or Unresolved Voting Claim;

"**Eligible Voting Creditors**" means Affected Creditors holding Eligible Voting Claims;

"**Equity Claim**" has the meaning set forth in section 2(1) of the CCAA;

"**Excess Profit Sharing Note**" means an unsecured note in the with a face value equivalent to a Unsecured Creditor's Unsecured Claim which would entitle such Unsecured Creditor to share *pari passu* with all other Excess Profit Sharing Note holders in the profit of the Terrace House Project, if any, in excess of $30 million in the form set out as Schedule "C".

"**Excess Profit Sharing Creditor**" means a General Unsecured Creditor holding General Unsecured Claims if the relevant General Unsecured Creditor has made a valid election for the purposes of the Plan.

"**Filing Date**" means May 29, 2020;

"**General Unsecured Claim**" means any Pre-Filing Claim, Restructuring Period Claim and/or Directors/Officers Claim, provided, however, that, in each case, a "**General Unsecured Claims**" shall not include an Unaffected Claim or an Unsecured Purchaser Claim.

"**General Unsecured Creditor**" means any Creditor holding a General Unsecured Claim;

"**General Unsecured Creditor Class**" has the meaning ascribed to it in section 3.1 herein;

"**Initial Order**" has the meaning ascribed thereto in the Recitals;

"**Meeting**" means the meeting of Affected Creditors to be called and held pursuant to the Meeting Order for the purpose of considering and voting upon the Plan, and includes any adjournment, postponement or rescheduling of such meeting;

"**Meeting Order**" means an Order of the Court to be made classifying the Affected Creditors for voting purposes and directing the calling and holding of the Meeting, as such Order may be amended, supplemented and restated from time to time;

"**Monitor**" has the meaning ascribed thereto in the Recitals;

"**Officer**" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of the Petitioners;

"**Order**" means an order of the Court made in the CCAA Proceedings;

"**Person**" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporation (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;

"**Petitioners**" means Evergreen House Development Limited Partnership and its general partner, Port Capital Development (EV) Inc.;

"**Plan**" means this plan of compromise and arrangement filed by the Petitioners pursuant to the CCAA, including any Schedules hereto, as may be amended, varied or supplemented hereafter in accordance with the terms hereof or made at the direction of the Court in accordance with the Meeting Order;

"**Plan Implementation Date**" means the Business Day on which all of the conditions precedent to the implementation of the Plan have been fulfilled, or, to the extent permitted pursuant to the terms and conditions of the Plan, waived, as evidenced by the filing of the Monitor's Plan Implementation Date Certificate with the Court;

"**Plan Implementation Date Certificate**" means the certificate substantially in the form attached as Schedule B hereto to be filed by the Monitor with the Court, declaring that all of the conditions precedent to the implementation of the Plan have been satisfied or waived;

"**Post Filing Claim**" means any claims against any of the Petitioners that arose from the provision of authorized goods and services provided or otherwise incurred on or after the Filing Date; provided, however, that " **Post-Filing Claim**" shall not include an Restructuring Period Claim;

"**Pre-Filing Claim**" means any right or claim of any Person that may be asserted or made in whole or in part against the Petitioners whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued 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, including 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 the Petitioners or their 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 had the Petitioners become bankrupt on the Filing Date; provided, however, that "**Pre-Filing Claim**" shall not include an Unaffected Claim. For greater certainty, "**Unsecured Purchaser Claims**" constitute a "**Pre-filing Claim**";

"**Pre-Sale Purchaser**" means a purchaser(s) of a pre-sale condominium unit or commercial unit, as the case may be, from Evergreen House Development Limited Partnership in connection with the Terrace House Project;

"**Pre-Sale Purchaser Cash Consideration**" means, in respect of a Pre-Sale Purchaser, $10;

"**Pre-Sale Purchaser Creditor Class**" has the meaning ascribed to it in section 3.1 herein;

"Property Claim" means any right or claim of any person that may be asserted or made in whole or in part against the Petitioners whether or not asserted or made, claiming any property, or interest therein, in the possession of the Petitioners at the Initial Order Date; provided, however, the "**Property Claim**" shall not include an Unaffected Claim;

"**Release**" means the release contemplated by Article 6 hereof;

"**Released Parties**" means, collectively, and in their capacities as such: (i) the Petitioners, (ii) the past and current employees, legal and financial advisors, and other representatives of the Petitioners; (iii) the Directors and Officers; (iv) the Monitor and its legal advisors; and (v) any other Person who is the beneficiary of a release under the Plan;

"**Required Majority**" means that number of Affected Creditors in the Pre-Sale Purchaser Creditor Class or the General Unsecured Creditor Class, as applicable, representing at least a majority in number of the Voting Claims in the corresponding Pre-Sale Purchaser Creditor Class or the General Unsecured Creditor Class, whose Affected Claims represent at least two-thirds in value of the Voting Claims in the corresponding Pre-Sale Purchaser Creditor Class or General Unsecured Creditor Class validly voting in favour of the Resolution, in person, or by proxy, or who are deemed to vote in favour of the Resolution, if applicable, pursuant to the Plan and Meeting Order;

"**Resolution**" means the resolution approving the Plan presented to the Affected Creditors for consideration at the Meeting;

"**Restructuring Period Claim**" means any right or claim of any Person against the Petitioners in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Petitioners to such Person arising out of the disclaimer, resiliation or termination on or after the Filing Date of any contract including any employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such disclaimer, resiliation or termination took place or takes place before or after the date of this Claims Process Order, and includes for greater certainty any right or claim of an employee of the Petitioners arising from a termination of his or her employment after the Filing Date; provided, however, that " **Restructuring Period Claim**" shall not include an Unaffected Claim;

"**Sanction Order**" means the Order of the Court to be sought by the Petitioners from the Court as contemplated under the Plan, which, among other things, approves and sanctions the Plan and the transactions contemplated thereunder, pursuant to s. 6(1) of the CCAA;

"**Stay**" means the stay of proceedings granted by the Court in favour of the Petitioners in the CCAA Proceedings, as amended and extended by further Orders of the Court from time to time;

"**Stay Termination Date**" has the meaning ascribed to it in section 7.2(m);

"**Tax**" or "**Taxes**" means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges and additions with respect to such amount;

"**Taxing Authorities**" means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, any municipality of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or foreign government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and "**Taxing Authority"** means any one of the Taxing Authorities;

"**Terrace House Project**" has the meaning ascribed thereto in the Recitals;

"**Unaffected Claim**" means, subject to further order of this Court,

i. any Post-Filing Claim;

ii. any Equity Claim;

iii. any Property Claims;

iv. any claim secured by any of the CCAA Charges;

v. any claim secured by a mortgage, including but not limited to security held by Domain Mortgage Corp, 1260780 B.C. Ltd., 1296371 B.C. Ltd. or Aviva Insurance Company of Canada;

vi. that portion of a Claim arising from a cause of action for which the Petitioners is covered by insurance, but only to the extent of such coverage; and

vii. Claims enumerated in sections 5.1(2) and 19(2) of the CCAA.

"**Unaffected Creditor**" means a Creditor who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim;

"**Undeliverable Distribution**" has the meaning ascribed thereto in section 4.4;

"**Unresolved Voting Claim**" means the amount of an Affected Claim of an Affected Creditor that at the relevant time is disputed or otherwise unresolved pursuant to the Meeting Order, the Claims Procedure Order, the Plan and the CCAA entitling such Affected Creditor to vote at the Meeting in accordance with the provisions of the Meeting Order, the Plan and the CCAA;

"**Unsecured Purchaser Claims**" means a Claim(s) held by a Pre-Sale Purchaser against the Petitioners in connection with an Agreement of Purchase and Sale.

"**Voting Claim**" means the amount of the Affected Claim of an Affected Creditor as finally accepted and determined in the manner set out in the Meeting Order entitling such Affected Creditor to vote at the Meeting in accordance with the provisions of the Meeting Order, the Plan and the CCAA; and

"**Website**" means https://documentcentre.ey.com/#/detail-engmt?eid=385.

1.2 Interpretation

For all purposes of this Plan, except as otherwise expressly provided, or as the context otherwise requires:

(a) unless otherwise specified, all references to currency, dollar amounts or the symbol "$" are references to Canadian dollars;

(b) the division of the Plan into "Articles" and "Sections" and the insertion of a Table of Contents are for convenience of reference only and do not affect the construction or interpretation of the Plan;

(c) references in the Plan to "Articles", "Sections", "Subsections" and "Schedules" are references to Articles, Sections, Subsections and Schedules of or to the Plan, and the words 'hereunder', 'hereof' and similar expressions refer to the Plan and not to any particular Article, Section or Schedule;

(d) words importing the singular include the plural and vice versa and words importing any gender include all genders;

(e) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;

(f) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;

(g) a reference to any agreement, indenture or other document is to that document as amended, supplemented, restate or replaced from time to time; and

(h) unless otherwise specified, all references to time herein and in any document issued pursuant hereto 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.

1.3 Interest

Except as otherwise specified herein, interest shall not accrue or be paid on any Affected Claims after the Filing Date, and no Affected Claims shall be entitled to interest accruing on or after the Filing Date.

1.4 Schedules

The following are the Schedules to the Plan that are incorporated by reference into the Plan and form a part of it:

- Schedule "A": form of Election Form
- Schedule "B": form of Plan Implementation Date Certificate
- Schedule "C": Form of Unsecured Excess Profit Sharing Note

1.5 Date and Time for any Action

For purposes of the Plan:

(a) in the event that any date on which any action is required to be taken under the Plan by any Person is not a Business Day, that action shall be required to be taken on the next succeeding day which is a Business Day, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day; and

(b) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day.

ARTICLE 2
PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose of Plan

The purpose of the Plan is to:

(a) effect a compromise and settlement of all Affected Claims in exchange for, among other things, the Excess Profit Sharing Note to General Unsecured Creditors with Voting Claims as contemplated by the Plan;

(b) effect Convenience Cash Payments to Convenience Creditors; and

(c) amend the Outside Date (as defined in the Agreements of Purchase and Sale) of the Agreements of Purchase and Sale to July 24, 2025,

all in the expectation that Persons with an economic interest in the property of the Petitioners will, collectively, derive a greater benefit from the implementation of the Plan than they would derive from any alternative distribution and claims resolution process for the Petitioners, including bankruptcy.

The Monitor will report to Affected Creditors and the Court regarding the Plan prior to the date Affected Creditors are to vote on the Plan. Creditors wishing to review copies of Court orders and other materials filed in these proceedings, and copies of the Monitor's reports are directed to the Monitor's Website. All Creditors should review this Plan and the Monitor's report on the Plan before voting to accept or to reject this Plan.

2.2 Persons Affected

The Plan provides for the compromise, discharge and release of all Affected Claims against the Petitioners and against the Directors and Officers, as the case may be.

The Plan will become effective at the Effective Time on the Plan Implementation Date, and shall be binding on and shall enure to the benefit of the Petitioners, the Affected Creditors, the Directors and Officers, the Released Parties and all other Persons named or referred to in, receiving the benefit of or subject to, the Plan.

2.3 Persons Not Affected

For greater certainty, the Plan does not affect the Unaffected Creditors with respect to and to the extent of their Unaffected Claims. Nothing in the Plan shall affect any of the Petitioners' rights and defences, both legal and equitable, with respect to any Unaffected Claims including, but not limited to, all rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

ARTICLE 3
CLASSIFICATION OF CREDITORS, VOTING CLAIMS AND RELATED MATTERS

3.1 Classification of Creditors

For the purposes of considering, voting on and receiving distributions under the Plan, the Affected Creditors shall be placed in two (2) classes, as follows:

(a) Pre-Sale Purchasers shall constitute a single class called the "**Pre-Sale Purchaser Creditor Class**," but only to the extent of their Unsecured Purchaser Claim; and

(b) all other Affected Creditors shall constitute a single-class called the "**General Unsecured Creditor Class**."

3.2 Election by Affected Creditor

An Affected Creditor in the General Unsecured Creditor Class having a General Unsecured Claim may elect to be treated as either a Convenience Creditor or an Excess Profit Sharing Creditor by delivering a duly completed and executed Election Form to the Monitor on or before the date of the Meeting (the "**Election**") in the form attached as Schedule "A", and upon doing so such Affected Creditor is irrevocably deemed to have voted the full amount of its General Unsecured Claim in favour of the Resolution as a member of the General Unsecured Creditor Class.

Failure to make an election will result in the Affected Creditor being deemed to have irrevocably elected to be an Excess Profit Sharing Creditor.

3.3 Process for Valuating Claims

The procedure for valuing Claims and resolving disputes and entitlements to voting shall be as set forth in the Meeting Order, the Claims Procedure Order, the Plan and the CCAA. The Monitor, in consultation with the Petitioners, shall have the right to seek the assistance of the Court in valuing any Claim, if required, and to ascertain the result of any vote on the Plan.

3.4 Meeting

The Meeting shall be conducted in accordance with the Meeting Order, the Plan and any further Order of the Court. The only Persons entitled to notice of, to attend, or to speak at the Meeting, are representatives of the Petitioners and their legal counsel and advisors, the Monitor and its legal counsel and advisors and Eligible Voting Creditors or their respective duly-appointed proxyholders and their respective legal counsel and advisors. Any other Person may be admitted on invitation of the chair of the Meeting or as permitted under the Meeting Order or any further Order of the Court.

3.5 Voting at the Meeting

Each holder of Eligible Voting Claims in the Pre-Sale Purchaser Creditor Class shall be entitled to one vote for the purpose of determining a majority in number, which vote shall have a value equal to 100% of such Pre-Sale Purchaser's deposit paid in connection with its Agreement of Purchase and Sale.

Subject to section 3.2, each holder of an Eligible Voting Claim in the General Unsecured Creditor Class shall be entitled to one vote for the purpose of determining a majority in number, which vote shall have a value equal to the aggregate dollar value of the holder's Voting Claim(s) in the General Unsecured Creditor Class.

3.6 Unaffected Claims

Unaffected Claims shall not be compromised under the Plan. No holder of an Unaffected Claim shall be:

(a) entitled to vote on or approve the Plan or attend any Meeting in respect of such Unaffected Claim; or

(b) entitled to or receive any distributions pursuant to the Plan in respect of such Unaffected Claim, unless specifically provided for under and pursuant to the Plan.

3.7 Fractions

An Affected Creditor’s Eligible Voting Claim in the Pre-Sale Purchaser Creditor Class shall not include fractional numbers and Eligible Voting Claims in the Pre-Sale Purchaser Creditor Class shall be rounded down to the nearest whole dollar amount without compensation. An Affected Creditor’s Eligible Voting Claim in the General Unsecured Creditor Class shall not include fractional numbers and Eligible Voting Claims in the General Unsecured Creditor Class shall be rounded down to the nearest whole dollar amount without compensation.

3.8 Unresolved Voting Claims

Subject to Section 3.5, each holder of an Unresolved Voting Claim as of the date of the Meeting shall be entitled to attend and vote at the Meeting. The Monitor shall keep a separate record of votes cast by anyone entitled to vote holding Unresolved Voting Claims and shall report to the Court as to the number and amounts of any such votes if determined necessary by the Monitor. The votes cast in respect of any Unresolved Voting Claim shall not be counted for any purpose unless, until and only to the extent that such Unresolved Voting Claim is finally determined to be a Voting Claim in the Pre-Sale Purchaser Creditor Class or the General Unsecured Creditor Class, as applicable, or otherwise ordered by the Court.

3.9 Approval by Creditors

The Monitor shall record and tabulate all votes cast at the Meeting. In order to be approved by the Pre-Sale Purchaser Creditor Class, the Resolution must receive an affirmative vote by the Required Majority of the Pre-Sale Purchaser Creditor Class. In order to be approved by the General Unsecured Creditor Class, the Resolution must receive an affirmative vote by the Required Majority of the General Unsecured Creditor Class.

3.10 Assignment of Affected Claims Prior to the Meeting

An Affected Creditor may transfer or assign the whole of its Claim prior to the Meeting in accordance with the Meeting Order, provided that the Petitioners and the Monitor shall not be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim as an Affected Creditor in respect thereof, including allowing such transferee or assignee to vote at the Meeting, unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing no later than 5:00 p.m. on the date that is at least two (2) Business Days prior to the Meeting. Thereafter such transferee or assignee shall, for all purposes in accordance with the Meeting Order, the CCAA and the Plan constitute an Affected Creditor and shall be bound by any and all notices previously given to the transferor or assignor and any and all steps taken in respect of such Claim. Such transferee or assignee shall not be entitled to set off, apply, merge, consolidate or combine any Claim assigned or transferred to it against or on account or in reduction of any amounts owing by such person to the Petitioners and Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee's or assignee's other Claims.

For greater certainty, the Petitioners and the Monitor shall not recognize partial transfers or assignments of Claims by an Affected Creditor.

ARTICLE 4
DISTRIBUTIONS AND TREATMENT OF CLAIMS

All distributions to be effected pursuant to the Plan shall be made pursuant to this Article 4 and shall occur in the manner set out below.

4.1 Distributions to Affected Creditors

(a) **Pre-Sale Purchaser Claims**

If this Plan is approved by the Required Majority in both the Pre-Sale Purchaser Creditor Class and the General Unsecured Creditor Class and the Sanction Order is granted by the Court, then the Monitor, on behalf of the Petitioners, shall cause to be distributed to the Pre-Sale Purchasers with a Voting Claim the Pre-Sale Purchaser Cash Consideration on the Distribution Date.

(b) **General Unsecured Creditor Claims**

If this Plan is approved by the Required Majority in both the Pre-Sale Purchaser Creditor Class and the General Unsecured Creditor Class and the Sanction Order is granted by the Court, then, on the Distribution Date, the Monitor, on behalf of the Petitioners, shall also distribute to each General Unsecured Creditor with a Voting Claim: (a) an Excess Profit Sharing Note; or (b) a Convenience Cash Payment, as the case may be.

(a) **Convenience Creditor Claims**

If this Plan is approved by the Required Majority in both the Pre-Sale Purchaser Creditor Class and the General Unsecured Creditor Class and the Sanction Order is granted by the Court, then, on the Distribution Date, the Monitor, on behalf of the Petitioners, shall also distribute to each Convenience Creditor its Convenience Cash Payment.

4.2 Delivery of Affected Creditor Distributions

Distributions paid to each Affected Creditor shall be made in the manner determined most convenient by the Monitor.

4.3 Unresolved Claims and Distributions

An Affected Creditor holding an Unresolved Voting Claim will not be entitled to receive a distribution under the Plan in respect of any portion thereof unless and until such Unresolved Voting Claim becomes a Voting Claim under the Pre-Sale Purchaser Creditor Class or the General Unsecured Creditor Class, as applicable. The Monitor shall complete the resolution of the Unresolved Voting Claims in accordance with the Meeting Order, the Claims Procedure Order, the Sanction Order, the Plan or pursuant to any applicable further order of the Court.

4.4 Treatment of Undeliverable Distributions

If a distribution to an Affected Creditor in respect of its Voting Claim is returned as undeliverable (each, an "**Undeliverable Distribution**"), no further delivery will be required unless and until the Monitor is notified in writing of such Affected Creditor's then current address. Any obligation to an Affected Creditor relating to an Undeliverable Distribution will expire six (6) months after the date of such distribution, after which date any liability to such Affected Creditor under the Plan will be forever barred, discharged, released and extinguished with prejudice and without compensation and the amount of such Undeliverable Distribution shall be paid to the Petitioners. In addition, following that date, the Petitioners and the Monitor shall not be liable to the Affected Creditor or any other Person for any damages related to the Undeliverable Distribution. No interest shall be payable in respect of an Undeliverable Distribution.

4.5 Assignment of Claims for Distribution Purposes After the Meeting

After the Meeting, an Affected Creditor may transfer or assign the whole, but not part, of its Claim, provided that the Monitor shall not be obliged to make distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Affected Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Monitor prior to 5:00 p.m. on that day that is at least five (5) Business Days prior to the Distribution Date. Thereafter, such transferee or assignee shall, for all purposes, constitute an Affected Creditor and shall be bound by notices given and steps taken in respect of such Affected Creditor's Claim. For greater certainty, the Petitioners shall not recognize partial transfers or assignments of Affected Creditors' Claims. A transferee or assignee of an Affected Creditor's Affected Claim shall not be entitled to set-off, apply, merge, consolidate or combine any such Affected Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to the Petitioners.

4.6 Tax Matters

In connection with the Plan and distributions hereunder, the Petitioners shall, to the extent applicable, comply with all Tax withholding and reporting requirements imposed by any law of a federal, provincial, local or foreign taxing authority, and all distributions hereunder shall be subject to, and made net of, any such withholding and reporting requirements. Notwithstanding any other provision of the Plan each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed by any governmental entity, including income, withholding and other Tax obligations, on account of such distribution.

4.7 Crown Priority Claims

Within six (6) months after the date of the Sanction Order, the Petitioners will pay in full to Her Majesty in Right of Canada or of a province all amounts that were outstanding at the Filing Date and are of a kind that could be subject to a demand under:

(a) Subsection 224(1.2) of the *Income Tax Act* (Canada);

(b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and providers for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or

(c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

   (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or

   (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

ARTICLE 5
PLAN IMPLEMENTATION

5.1 Corporate Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan involving any corporate or other action by the Petitioners will occur and be effective as of the Effective Time, and will be authorized and approved under the Plan and by the Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by shareholders, partners, Directors or Officers of such Petitioner. All necessary approvals to take actions, if required, shall be deemed to have been obtained from the Directors or shareholders or partners of the Petitioners, as applicable.

5.2 CCAA Charges

Notwithstanding any other term of this Plan, each of the CCAA Charges shall continue in full force and effect after Court approval of the Sanction Order against all of the property of the Petitioners, as provided in the Initial Order.

ARTICLE 6
RELEASES

6.1 Binding Effect of the Plan

The Plan (including, without limitation, the releases and injunctions contained herein), upon being approved by the Required Majority in the Pre-Sale Purchaser Class and the General Unsecured Creditor Class and upon being sanctioned and approved by the Court pursuant to the Sanction Order shall be binding as of the Effective Time on all Persons irrespective of the jurisdiction in which the Persons reside or in which the Claims arose and shall constitute:

(a) full, final and absolute settlement of all rights of any Affected Creditor; and

(b) an absolute release, extinguishment and discharge of all indebtedness, liabilities and obligations of the Petitioners in respect of any Affected Creditor, except as otherwise provided herein.

6.2 Released Parties

Subject to section 6.3, in consideration of the distributions from the Petitioners to Affected Creditors, and other good and valuable consideration from the Petitioners pursuant, or in relation, to this Plan, from and after the Effective Time, each of the Released Parties will 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 indebtedness, liability, obligation, demand or cause of action of whatever nature that any Affected Creditors (including any Person who may claim contribution or indemnification against or from them) may be entitled to assert, including any and all claims in respect of statutory liabilities of directors and officers other than as set out in s. 6.3(b)(i) below, whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time relating to, arising out of or in connection with any claim, including without limitation any claim arising out of: (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral, by the Petitioners, (ii) the Terrace House Project or the Business; (iii) the Plan, including any transaction referenced in and relating to the Plan; and (iv) the CCAA Proceedings (all collectively, the "**Released Claims**");

From and after the Effective Time, all Persons, along with their respective affiliates, present and former officers, directors, employees, partners, associated individuals, auditors, financial advisors, legal counsel, other professionals, sureties, insurers, indemnities, agents, dependents, heirs, representatives and assigns, as applicable, are permanently and forever barred, estopped, stayed, and enjoined, on and after the Effective Time, with respect to any and all Released Claims against the Released Parties, from:

(a) commencing, conducting or continuing in any manner, directly or indirectly, any action, claim, 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 Released Parties;

(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 Released Parties or their property;

(c) commencing, conducting or continuing in any manner, directly or indirectly, any action, claim, suits or demands, including without limitation by way of contribution or indemnity or other relief, in common law, or in equity, breach of trust or breach of fiduciary duty 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 one or more of the Released Parties;

(d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or their property; or

(e) taking any actions to interfere with the implementation or consummation of this Plan or the transactions contemplated therein.

All Persons who have previously commenced a Released Claim in any court, which has not been finally determined, discontinued or dismissed prior to the Effective Time shall, forthwith after the Effective Time take all steps necessary to discontinue or dismiss such Released Claim, without costs.

6.3 Claims Not Released

For clarity, nothing in sections 6.1 and 6.2 will release or discharge:

(a) the Petitioners from or in respect of any Unaffected Claim or its obligations to Affected Creditors under the Plan or under any order of the Court made in the CCAA Proceeding;

(b) a Released Party if:

   (i) in connection with a Released Claim, the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed breach of trust (whether common law or statutory), fraud or willful misconduct or to have been grossly negligent; or

(ii) in the case of Directors, in respect of any claim referred to in section 5.1(2) of the CCAA;

(c) Directors or Officers if in connection with a Released Claim arising before the Filing Date against Directors or Officers where:

(i) the other Released Parties are not jointly or jointly and severally liable with the Directors or Officers or are irrevocably released by the claimant from such joint or joint and several liability; and

(ii) the Directors or Officers do not have a claim against the other Released Parties for contribution and/or indemnity or if the claimant irrevocably agrees to indemnify and hold harmless the other Released Parties against claims by the Directors or Officers for contribution and/or indemnity.

6.4 Consents, Waivers and Agreements At the Effective Time

At the Effective Time, each Affected Creditor will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety. Without limitation to the foregoing, each Affected Creditor will be deemed:

(a) to have executed and delivered to the Petitioners all consents, assignments, releases and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;

(b) to have waived any default by or rescinded any demand for payment against the Petitioners that has occurred on or prior to the Effective Time;

(c) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditor and the Petitioners, or any of them, with respect to an Affected Claim as at the Effective Time and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and

(d) from and after the Effective Time, such Affected Creditor shall be deemed to have waived any and all defaults by the Petitioners, or any of them, (except defaults under the Plan) then existing or previously committed or caused by any of the Petitioners, directly or indirectly, or noncompliance with any covenant, warranty, representation, term, provision, condition or 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 thereto, existing between such Affected Creditor and any of the Petitioners arising from the CCAA Proceedings or the transactions contemplated by the Plan and the failure by the Petitioners, or any of them, to receive any consent from such Affected Creditor to any transaction contemplated by the Plan, and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.

ARTICLE 7
COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION

7.1 Application for Sanction Order

If the Required Majority of the Pre-Sale Purchaser Creditor Class and the General Unsecured Creditor Class approve the Plan, the Petitioners shall apply to the Court for the Sanction Order. The Petitioners shall apply for the Sanction Order on or before the date set in the Meeting Order for the hearing of the Sanction Order or such other date as the Court may set.

7.2 Sanction Order

In addition to approving this Plan, the Sanction Order will, without limitation to any other terms that it may contain:

(a) confirm that the Meeting was duly called and held in accordance with the Meeting Order;

(b) authorize all Persons named in the Plan to perform their functions and fulfill their obligations under the Plan to facilitate the implementation of the Plan;

(c) declare that: (i) the Plan has been approved by the Required Majority of the Pre-Sale Purchaser Creditor Class and the General Unsecured Creditor Class, as the case may be, in conformity with the CCAA; (ii) each of the Petitioners and the Monitor has each complied with the provisions of the CCAA and the Orders of the Court made in these CCAA Proceedings in all respects; (iii) the Court is satisfied that none of the Petitioners and the Monitor has done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the transactions contemplated thereby are fair and reasonable;

(d) declare that, as at the Effective Time, the Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby are approved, binding and effective on the Petitioners, all Affected Creditors, the Released Parties and all other Persons and parties affected by the Plan;

(e) declare that the compromises, arrangements, discharges and the releases referred to in the Plan are approved and shall become binding and effective in accordance with the Plan;

(f) grant to the Monitor, in addition to its rights and obligations under the CCAA, the powers, duties and protections contemplated by and required under the Plan and authorize and direct the Monitor to perform its duties and fulfil its obligations under the Plan to facilitate the implementation thereof;

(g) confirm the releases of the Released Parties as set out in section 6.2;

(h) declare that, in carrying out the terms of the Sanction Order and the Plan: (i) the Monitor shall benefit from all the protections given to it by the CCAA, the Initial Order, as amended and restated, and any other Order in the CCAA Proceedings, and as an officer of the Court, including the Stay in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of the Sanction Order and/or the Plan; and (iii) the Monitor shall be entitled to rely on the books and records of the Petitioners and any information provided by the Petitioners without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information;

(i) declare that, notwithstanding: (i) the pendency of the CCAA Proceedings; (ii) any applications for a bankruptcy, receivership or other order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**"), the CCAA or otherwise in respect of the Petitioners and any bankruptcy, receivership or other order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made or deemed to be made in respect of the Petitioners, the transactions contemplated by the Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Petitioners or their assets and will not be void or voidable by creditors of the Petitioners, nor will the Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, CCAA or any other applicable federal or provincial legislation, nor will the Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation;

(j) declare that, subject to the performance by the Petitioners of their obligations under the Plan, all contracts, leases, agreements and other arrangements to which the either Petitioners are a party and that have not been terminated or disclaimed pursuant to the applicable paragraph of the Initial Order and related provision of the CCAA will be and remain in full force and effect, unamended as of the Effective Time, and no Person who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of: (i) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events or default arising as a result of the insolvency of the Petitioners); (ii) insolvency of the Petitioners or the fact that the Petitioners sought or obtained relief under the CCAA; (iii) any compromises or arrangements effected pursuant to the Plan or any action taken or transaction effected pursuant to the Plan; or (iv) any change in the control of the Petitioners arising from the implementation of the Plan and related arrangements on or prior to the Effective Time;

(k) declare that the Petitioners and the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan;

(l) provide for the discharge of the Directors' Charge and the continuation of the other CCAA Charges, which shall survive the Plan Implementation Date and continue as to the property of the Petitioners as set out in the Initial Order; and

(m) declare that the Stay under the Initial Order, as extended, continues until the discharge of the Monitor (the "**Stay Termination Date**").

7.3 Conditions Precedent to Implementation of the Plan

The implementation of the Plan shall be conditional upon the fulfilment or waiver, where applicable, of the following conditions precedent by the date specified therefor, provided however that any waiver of any such conditions precedent shall require the consent of the Monitor:

(a) the Plan has been approved by the Required Majority in the Pre-Sale Purchaser Creditor Class and the General Unsecured Creditor Class;

(b) each of the Meeting Order and the Sanction Order shall have been granted;

(c) the Plan has been approved and sanctioned by the Court, and the Sanction Order is in full force and effect and all applicable appeal periods in respect thereof have expired and any appeals therefrom have been finally disposed of by the applicable appellate court;

(d) the Stay has been extended to the Stay Termination Date;

(e) payment in full has been made of all amounts due the Monitor, its counsel and the Petitioners' counsel;

(f) the Petitioners shall have secured an unconditional commitment for construction financing in an amount which together with the equity capital available to the Petitioners shall be sufficient to complete the construction of the Terrace House Project; and

(g) the Petitioners shall not have determined not to proceed with the Plan prior to the Plan Implementation Date.

The Petitioners, with the consent of the Monitor, may at any time and from time to time waive the fulfillment or satisfaction, in whole or in part, of the conditions set out herein, provided however, that the conditions set out at (a), (b), (c) and (e) above cannot be waived.

7.4 Monitor’s Certificate

Upon satisfaction of the Monitor as to the fulfillment or waiver, to the extent permitted herein, of the conditions described in Sections 7.3(a) to 7.3(f) above (which, if the Monitor so accepts, may be demonstrated by the delivery of a certificate by the Petitioners to the Monitor, certifying the the fulfillment or waiver, to the extent permitted herein, of the conditions described in Sections 7.3(a) to 7.3(f) above), the Monitor shall: (a) issue forthwith the Monitor's Plan Implementation Date Certificate to the Petitioners and serve a copy of such Plan Implementation Date Certificate on the Service List, and (b) file as soon as reasonably practicable a copy of the Monitor's Plan Implementation Date Certificate with the Court. Following the filing of the Monitor's Plan Implementation Date Certificate with the Court, the Monitor shall post a copy of same on the Website.

ARTICLE 8
GENERAL

8.1 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

8.2 Non-Consummation

The Petitioners reserve the right to revoke or withdraw the Plan at any time prior to Court issuance of the Sanction Order. If the Petitioners revoke or withdraw the Plan, or if the Sanction Order is not issued or if the Plan Implementation Date does not occur: (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan, or any document or agreement executed pursuant to or in connection with the Plan shall be deemed to be null and void; and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall: (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Petitioners or any other Person; (ii) prejudice in any manner the rights of the Petitioners or any other Person in any further proceedings involving the Petitioners; or (iii) constitute an admission of any sort by the Petitioners or any other Person.

8.3 Amendments of the Plan

The Petitioners reserve the right, at any time and from time to time, with the consent of the Monitor, both prior to and during the Meeting or after the Meeting, to amend, restate, modify and/or supplement the Plan, provided that:

(a) if made prior to or at the Meeting, such amendment, restatement, modification or supplement shall be communicated to Affected Creditors in the manner required by the Meeting Order; and

(b) if made following the Meeting, such amendment, restatement, modification or supplement shall be approved by the Court following notice to all Persons potentially affected by such amendment, restatement, modification or supplement.

Notwithstanding any other term of this Plan, any amendment, restatement, modification or supplement to the Plan may be made by the Petitioners, with the consent of the Monitor and without further Court or Creditor approval, at any time and from time to time, provided that it concerns a matter which: (i) is of an administrative nature required to better give effect to the implementation of the Plan and the Sanction Order; or (ii) to cure any errors, omissions or ambiguities, and in either case is not materially adverse to the financial or economic interests of the Affected Creditors.

8.4 Paramountcy

Except with respect to the Unaffected Claims, from and after the Effective Time, any conflict between:

(a) the Plan; and

(b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, bylaws of the Petitioners, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Petitioners as at the Effective Time;

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority.

8.5 Severability of Plan Provisions

If, prior to the Effective Time, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Petitioners and with the consent of the Monitor, shall have the power to either: (a) sever such term or provision from the balance of the Plan and provide the Petitioners with the option to proceed with the implementation of the balance of the Plan as of and with effect from the Effective Time; or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applied as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Petitioners proceed with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

8.6 Protections of the Monitor

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in the CCAA Proceedings with respect to the Petitioners and not in its personal or corporate capacity. The Monitor will not be responsible or liable for any obligations of the Petitioners whatsoever. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Sanction Order and any other Order made in the CCAA Proceedings. Ernst & Young Inc. will incur no personal liability whatsoever whether on its own part or in respect of any failure on the part of the Petitioners to observe, perform or comply with any of their obligations under the Plan. Any release, discharge or other benefit conferred upon the Monitor pursuant to the Plan will enure to the benefit of Ernst & Young Inc. The Monitor in its personal capacity will be a third party beneficiary to the Plan entitled to enforce such releases, discharges and benefits in accordance with the terms of the Plan.

8.7 Different Capacities

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless otherwise provided in the Meeting Order, or unless expressly agreed by the Person in writing.

8.8 Notices

Any notice or other communication to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, or by email addressed to the respective parties as follows:

(a) If to the Petitioners:

Port Capital Development (EV) Inc.
325 West 4th Avenue
Vancouver, British Columbia
V5Y 1H3

Attention: Tobi Reyes
Email: tobi@portcapitalgroup.com

with a copy to:

Bennett Jones LLP
666 Burrard St., Suite 2500
Vancouver, British Columbia
V6C 2X8

Attention: David Gruber
Email: gruberd@bennettjones.com

(b) If to the Monitor:

Ernst & Young Inc.
Oceanic Plaza, 1066 W. Hastings St.
Suite 2300
Vancouver, British Columbia
V6E 3X2

Attention: Jason Eckford
Email: Jason.Eckford@parthenon.ey.com

with a copy to:

Blake, Cassels & Graydon LLP
Suite 2600, 595 Burrard Street
Vancouver, British Columbia
V7X 1L3

Attention: Peter Rubin
Email: peter.rubin@blakes.com

or to such other address as any party may from time to time notify the others in accordance with this Section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of sending by means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered or sent before 5:00 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. The unintentional failure by the Petitioners or the Monitor to give a notice contemplated hereunder to any particular Creditor will not invalidate this Plan or any action taken by any person pursuant to this Plan.

8.9 Further Assurances

At the request of the Petitioners, each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of the Plan that deems any transaction or event to occur without further formality.

8.10 Successors and Assigns

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, liquidators, receivers, trustees in bankruptcy, and successors and assigns of any Person or party named or referred to in the Plan.

8.11 Governing Law

The Plan will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. All questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions will be subject to the exclusive jurisdiction of the Court.

DATED as of the 17 day of June, 2022

Schedule "A"

No. S-205095
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 A PLAN OF COMPROMISE AND ARRANGEMENT OF
PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT
LIMITED PARTNERSHIP

FORM OF ELECTION

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Petitioners (as may be amended, restated or supplement from time to time, the "**Plan**") filed pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Supreme Court of British Columbia (the "**Court**") or the Order of the Court dated June 17, 2022 in respect of the meetings of the Petitioners' Creditors (the "**Meetings Order**").

In connection with the Plan, the undersigned General Unsecured Creditor hereby irrevocably elects to be treated for all purposes under the Plan as a Convenience Creditor and thereby to receive the lesser of: (a) $5,000; and (b) the amount of the General Unsecured Claims of such General Unsecured Creditor, in full and final satisfaction of the Voting Claim(s) of the undersigned, and hereby acknowledges that the undersigned shall be deemed to vote in the full amount of its Voting Claim(s) in favor of the Plan at the Meeting as an Convenience Creditor or as an Excess Profit Sharing Creditor and thereby receive an unsecured note with a face value equivalent to a Unsecured Creditor's Unsecured Claim which would entitle such Unsecured Creditor to share *pari passu* with all other Excess Profit Sharing Note holders in the profit of the Terrace House Project, if any, in excess of $30 million.

☐ Convenience Creditor

or

☐ Excess Profit Sharing Creditor

Failure to provide one of the above elections will result in the Unsecured Creditor being deemed to have elected to be an Excess Profit Sharing Creditor.

This form must be received by the Monitor by no later than **5:00 p.m. (Vancouver Time) on July 5, 2022** or provided that the Monitor may waive strict compliance with the time limits imposed for receipt of a form of election if deemed advisable to do so by the Monitor, in consultation with the Petitioners. Forms of election may be sent to the Monitor by mail, fax, or email at the following address:

Ernst & Young Inc.
Oceanic Plaza, 1066 W. Hastings St. 2300
Vancouver, British Columbia
V6E 3X2

Attention: Jason Eckford

[*signature page follows*]

Print Name of General Unsecured Creditor	Title of the authorized signing officer of the corporation, partnership or trust, if applicable
Signature of the General Unsecured Creditor or, if the General Unsecured Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust	Telephone number of General Unsecured Creditor or authorizing signing officer
Mailing address of General Unsecured Creditor	E-mail Address of General Unsecured Creditor
Print name of witness, if General Unsecured Creditor is an individual	Signature of witness, if General Unsecured Creditor is an individual

Schedule "B"

No. S-205095
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 A PLAN OF COMPROMISE AND ARRANGEMENT OF
PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT
LIMITED PARTNERSHIP

MONITOR'S PLAN IMPLEMENTATION DATE CERTIFICATE

Recitals

A. Pursuant to an order of the Supreme Court of British Columbia (the "**Court**") dated May 29, 2020, proceedings in respect of the Petitioners were commenced under the *Companies' Creditors Arrangement Act* and Ernst & Young, Inc. (in such capacity, the "**Monitor**") was appointed monitor of the Petitioners.

B. Pursuant to an order of the Court dated [●], 2022, the Plan of Compromise and Arrangement of the Petitioners dated June [●], 2022 (as amended, varied or supplemented from time to time in accordance with its terms, and together with all of its schedules, the "**Plan**") was sanctioned and approved.

C. Section 7.3 of the Plan sets out the conditions precedent to the implementation of the Plan (collectively, the "**Conditions Precedent**").

D. Section 7.4 of the Plan provides that, once the Monitor is satisfied that the Conditions Precedent have been fulfilled or waived, to the extent permitted by the Plan, the Monitor shall immediately:

   (1) issue this Monitor's Plan Implementation Date Certificate (this "**Certificate**") to the Petitioners and serve a copy of this Certificate on the service list for these proceedings;

(2) file as soon as reasonably practicable a copy of this Certificate with the Court; and

(3) post a copy of this Certificate on the Monitor's website for these proceedings.

THE MONITOR CERTIFIES that the Monitor is satisfied that the Conditions Precedent have been fulfilled or waived, to the extent permitted by the Plan.

Dated at Vancouver this [●] day of [●], [●].

ERNST & YOUNG, INC., in its capacity as the court-appointed monitor of the Petitioners, and not in its personal or corporate capacity

By: ______________________________

Name: [●]

Title: [●]

Schedule "C"

UNSECURED EXCESS PROFIT SHARING NOTE (THE "UNSECURED NOTE")

June [●], 2022 General Unsecured Creditor_____________

Evergreen House Development Limited Partnership and its general partner, **Port Capital Development (EV) Inc.** (together, the "**Petitioners**") unconditionally promises to pay to each of the General Unsecured Creditor Class, its successors (including any successor by reason of amalgamation) and assigns, or to its order, the principal sum of the face value equivalent to a General Unsecured Creditor's General Unsecured Claim, represented by this Unsecured Note, which would entitle such General Unsecured Creditor to share *pari passu* with all other Unsecured Note holders in the profit of the "**Terrace House Project**", a 19-storey mixed-use luxury ongoing residential development in the Coal Harbour neighbourhood, located at 1250 W Hastings St., Vancouver, British Columbia, V6E 4S8 (the "**Terrace House Project**"), which is owned by the Petitioners, if any, in excess of $30 million (the "**Principal Amount**"), in lawful money of Canada.

Each of the Petitioners and the General Unsecured Creditor Class additionally acknowledge and agree that this Unsecured Note is to effect the purpose of the plan of compromise and arrangement (the "**Plan**") filed by the Petitioners pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), including any Schedules thereto, as may be amended, varied or supplemented hereafter in accordance with the terms of the Plan or made at the direction of the Supreme Court of British Columbia (the "**Court**") in accordance with an order of the Court made pursuant to the provisions of the CCAA (the "**Order**") classifying the Affected Creditors for voting purposes and directing the calling and holding of the Meeting, as such Order may be amended, supplemented and restated from time to time, in order to:

(a) effect a compromise and settlement of all Affected Claims in exchange for, among other things, the Excess Profit Sharing Note to General Unsecured Creditors with Voting Claims as contemplated by the Plan;

(b) effect Convenience Cash Payments to Convenience Creditors; and

(c) amend the Outside Date (as defined in the Agreements of Purchase and Sale) of the Agreements of Purchase and Sale,

all in the expectation that Persons with an economic interest in the property of the Petitioners will, collectively, derive a greater benefit from the implementation of the Plan than they would derive from any alternative distribution and claims resolution process for the Petitioners, including bankruptcy.

For greater certainty, all capitalized terms utilized herein, but not otherwise defined herein, have the meanings ascribed thereto in the Plan. All amounts referred to in this Unsecured Note are in Canadian Dollars.

At any time and from time to time prior to demand, the undersigned Petitioners may pay to the undersigned General Unsecured Creditor holding such Unsecured Note, all but not less than all of the Principal Amount, which consists of profit in connection with the Terrace House Project in excess of $30 million, owing hereunder, without notice, premium or penalty.

All payments to be made by the Petitioners, whether made as in this Unsecured Note provided or otherwise, shall be made at the offices of the undersigned General Unsecured Creditor, or at such other place or places, as the holder of this Unsecured Note may from time to time in writing direct, in immediately available Canadian funds.

The General Unsecured Creditor by electing to receive an Excess Profit Sharing Note, hereby waives presentment for payment, notice of non-payment, protest and notice of protest, waives the benefit of division and discussion (if applicable).

The obligations represented by this Unsecured Note are absolute and unconditional and all payments, whether on account of principal, or otherwise, shall be made in full when due, without counterclaim, abatement or deduction of any nature or for any cause whatsoever.

This Unsecured Note shall be effective as of the date hereof. This Unsecured Note and the rights and obligations of the Petitioners shall not be assignable without the express written consent of the undersigned General Unsecured Creditor first had and obtained. Upon such assignment, the Petitioners shall be released of any obligations to the General Unsecured Creditor.

Time shall be of the essence in this Unsecured Note and this Unsecured Note may only be amended by instrument in writing executed by the undersigned General Unsecured Creditor and the Petitioners.

This Unsecured Note is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party hereto submits to the jurisdiction of the courts of competent jurisdiction in the Province of British Columbia in respect of any action or proceeding relating to this Unsecured Note. The parties hereto shall not raise any objection to the venue of any proceedings in any such court, including the objection that the proceedings have been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS HEREOF, the parties hereby execute this Agreement as at the date first above mentioned.

	Amount ($)
General Unsecured Creditor's Claim	

Acknowledged and Agreed:

PORT CAPITAL DEVELOPMENT (EV) INC.

Per: ______________________________
Name: [●]
Title: [●]

EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP

Per: ______________________________
Name: [●]
Title: [●]

SCHEDULE "C"

NEWSPAPER NOTICE TO CLAIMANTS AND OTHERS IN RESPECT OF CLAIMS

IN THE MATTER OF THE CCAA PROCEEDINGS OF PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP. collectively, the "APPLICANTS", and each, an "APPLICANT")

PLEASE TAKE NOTICE that this Newspaper Notice to Claimants is being published pursuant to an order of the Honourable Madame Justice Fitzpatrick of the Supreme Court of British Columbia, Judicial Centre of Vancouver, dated June 17, 2022 (the "**Claims Procedure Order**"). All capitalized terms not otherwise defined in this Newspaper Notice to Claimants shall bear the meaning given to them in the Claims Procedure Order, which is posted on the website of the Monitor at www.ey.com/ca/terracehouse (the "**Monitor's Website**").

Any Person who believes he, she, or it has a Claim against any of the Applicants or their Directors or Officers shall submit his, her or its Claim in a Proof of Claim form (which can be found on the Monitor's Website), other than an Unaffected Claim.

Proof of Claim forms can also be obtained by contacting the Monitor at the address below and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, a Proof of Claim form.

All Claimants must submit their Proofs of Claim by submitting them to the Applicants care of the Monitor by no later than 5:00 p.m. (Pacific Standard Time) on July 8, 2022 (the "Claims Bar Date") by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission, and all Proofs of Claim must be actually received by the Monitor before the Claims Bar Date, at the following addresses:

Ernst & Young, Inc
Oceanic Plaza, 1066 W. Hastings St.
Suite 2300
Vancouver, BC
V6E 3X2

Attention:	Jason Eckford
Email:	Jason.Eckford@parthenon.ey.com
Telephone:	(604) 648 3671
Facsimile:	(604) 899-3530

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

The publication of this Notice to Claimant, the solicitation of Proofs of Claim by the Monitor or the Applicants, and/or the sending of a Proof of Claim by a Claimant to the Monitor, does not grant any Claimant or any Person standing in the CCAA Proceedings or any rights under any Plan filed in respect of any of the Applicants, their Directors or Officers.

Schedule "D" – Form of Notice to Creditor

NOTICE TO CREDITORS

IN THE MATTER OF PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP (the "Petitioners")

TAKE NOTICE that on May 29, 2020, Petitioners filed for and were granted protection under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**") by order of the Supreme Court of British Columbia (the "**Court**"). Ernst & Young, Inc. was appointed as monitor (the "**Monitor**") in the CCAA Proceedings.

As part of the CCAA Proceedings, the Court ordered that notice to creditors of their requirement to file a Proof of Claim, so as to be entitled to receive distribution on account of claims against the above-noted companies, may be served by way of this notice.

Any person having a Claim (as defined in the Claims Process Order made June 17, 2022 in the CCAA Proceedings) against Petitioners and/or any of its Directors and/or Officers, <u>including:</u>

a Pre-Filing Claim arising on or before May 29, 2020;
a claim to property in the possession of Petitioners; or
a Post-Filing claim

whose claim is not already listed in the List of Claims included with this Claims Package, or who disputes the amount or nature of their Claim as listed in the List of Claims, must send a Proof of Claim to the Monitor, to be received by the Monitor by no later than 5:00 p.m. (Pacific Standard Time) on **Friday**, **July 8, 2022** (the "**Claims Bar Date**").

CLAIMS WHICH ARE NOT RECEIVED ON OR BEFORE THE CLAIMS BAR DATE WILL BE FOREVER BARRED AND CREDITORS HOLDING SUCH CLAIMS WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST THE PETITIONERS AND THE CLAIM SHALL BE FOREVER RELEASED AND EXTINGUISHED.

A copy of the Claim Materials (including the Proof of Claim form) may be obtained from the Monitor's webpage located at www.ey.com/ca/Petitioners or by contacting the Monitor at the following:

Ernst & Young, Inc
Oceanic Plaza, 1066 W. Hastings St.
Suite 2300
Vancouver, BC
V6E 3X2

Attention: Jason Eckford
Email: Jason.Eckford@parthenon.ey.com
Telephone: (604) 648 3671
Facsimile: (604) 899-3530

Dated at Vancouver, British Columbia, this __ day of June, 2022.

ERNST & YOUNG INC.
in its capacity as Monitor appointed in the CCAA Proceedings

in relation to PETITIONERS and not in its personal or corporate capacity

SCHEDULE "E"
Proxy and Election Form

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

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

– AND –

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP

Capitalized terms used and not otherwise defined herein have the meanings given to them in the Plan of Compromise and Arrangement of the Port Capital Development (EV) Inc. and Evergreen House Development Limited Partnership (the "**Petitioner**") dated as of June 17, 2022 (as may be amended, restated or supplemented from time to time, the "**Plan**") filed pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Court of Queen's Bench of Alberta (the "**Court**"), or the Meeting Order, as applicable.

In accordance with the Meeting Order and the Plan, this proxy and election form may only be filed by an Affected Creditor with an Eligible Voting Claim.

<u>Voting on Plan</u>

Affected Creditors with an Eligible Voting Claim in the Pre-Sale Purchaser Creditor Class or the General Unsecured Creditor Class have two options for voting: (1) they may attend at the Meeting and vote in person; or (2) may vote by completing and mailing in this proxy to the Monitor. **If no election is made, the Affected Creditor will be deemed to vote in favour of the Plan**.

The undersigned Affected Creditor with a Eligible Voting Claim, hereby revokes any and all previous appointments of proxyholders and nominates, constitutes and appoints Mike Bell of Ernst & Young in its capacity as Monitor.

OR

instead of the foregoing appoints ________________________ (print name of alternate nominee) as proxyholder, with full power of substitution to attend, vote and otherwise act for and on behalf of the undersigned at the Meetings and at any and all adjournments, postponements or other rescheduling of such Meeting, and to vote the amounts determined by and accepted for voting purposes in accordance with the Meeting Order, Claims Procedure Order, and Plan. Without limiting the generality of the power hereby conferred, the person named as proxyholder is specifically directed to vote as follows:

1. _______ VOTE FOR the resolution approving the Plan (the "**Resolution**"); the full text of which is attached hereto as Appendix "A";

2. _______ VOTE AGAINST (or, if no specification is made, VOTE FOR) the Resolution; the full text of which is attached hereto as Appendix "A"; or

3. _______ VOTE at the discretion of the above-named proxy nominee(s) and otherwise act for and on behalf of the undersigned Affected Creditor, with respect to amendments or variations, if any, to the Plan and to any other matters that may properly come before the Meeting.

[The remainder of this page intentionally left blank; signature page follows.]

Dated this _______ day of _______, 2022

____
Signature of Affected Creditor or duly authorized officer or agent of Affected Creditor

____
Name and title of signatory (Please print)

____
Name and title of signatory (Please print)

Mailing address of Affected Creditor:

____

____

____

If this proxy is not dated it shall be deemed to be dated the date it is received by the Monitor.

If you do not anticipate attending at the Creditors' Meeting, please fill in and sign this form and return it to Ernst & Young Inc., Oceanic Plaza, 1066 W. Hastings St. Suite 2300, Vancouver, BC, V6E 3X2, Email: Mike.Bell@parthenon.ey.com, Attention: Mike Bell. To be acted upon, this proxy must be received on or before the commencement of the Creditors' Meeting.

SCHEDULE "A"

RESOLUTION
FOR APPROVAL OF PLAN OF COMPROMISE AND ARRANGEMENT OF PORT CAPITAL DEVELOPMENT (EV) INC. and EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP

1. The Plan of Compromise and Arrangement dated June 17, 2022 (the "**Plan**") of Port Capital Development (EV) Inc. and Evergreen House Development Limited Partnership (the "**Petitioners**") under the *Companies' Creditors Arrangement Act* (Canada), be and is hereby approved; and

2. Ernst & Young Inc., the Court appointed Monitor ("**Monitor**"), is hereby authorized, for and on behalf of the Petitioners, to execute and deliver, or cause to be executed and delivered, any and all documents and instruments and to take or cause to be taken such other actions as the Monitor may deem necessary or desirable to implement this resolution and the matters authorized hereby.

SCHEDULE "B"

ACKNOWLEDGEMENTS

Each Affected Creditor who elects to receive an Excess Profit Sharing Note or Convenience Class Payment is deemed to agree, acknowledge, represent and warrant in favour of the Petitioners as follows:

1. Such Affected Creditor has read the Plan, has had the opportunity to consult with its own legal advisors with respect to the Plan, is familiar with the terms of the Plan and acknowledges and agrees to the terms of the Plan as it relates to its Affected Claim;

2. This proxy and election constitutes a legal, valid, binding and enforceable obligation of the applicable Affected Creditor;

3. Such Affected Creditor hereby acknowledges and agrees that the election to receive an Excess Profit Sharing Note or Convenience Class Payment, as applicable is irrevocable, may not be withdrawn, cancelled or terminated;

4. Such Affected Creditor hereby acknowledges that the distributions to be made under the Plan to such Affected Creditor are subject to the satisfaction or waiver of conditions as set forth in the Plan and the successful implementation of the Plan. If and to the extent that the Plan is not implemented, such Affected Creditor's election herein with respect to receiving an Excess Profit Sharing Note or Convenience Class Payment shall terminate; and

5. The undersigned hereby agrees that the exercise of the election made herein may not be withdrawn, cancelled, terminated or revoked by the undersigned.