

Court File No. S-211985
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

AND

IN THE MATTER OF ARDENTON CAPITAL CORPORATION AND
ARDENTON CAPITAL BRIDGING INC.

PETITIONERS

BEFORE THE HONOURABLE)
MR. JUSTICE MACINTOSH) MARCH 31, 2021

**ORDER MADE AFTER APPLICATION
(CLAIMS PROCEDURE ORDER)**

ON THE APPLICATION of KSV Restructuring Inc. in its capacity as monitor (the "**Monitor**") of Ardenton Capital Corporation and Ardenton Capital Bridging Inc. coming on for hearing by teleconference at the Law Courts, 800 Smithe Street in the City of Vancouver, in the Province of British Columbia, on the 31st day of March, 2021 (the "Order Date"); **AND ON HEARING** Colin Brousson, counsel for the Monitor and William Skelly counsel for the Petitioners and those counsel listed on Schedule "A" hereto, and; **AND UPON READING** the material filed, including the Second Report of the Monitor dated March 25, 2021; **AND** pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

IT IS HEREBY ORDERED, ADJUDGED AND DECLARED THAT:

SERVICE

1. The time for service and filing of the Notice of Application and the Motion Record is hereby abridged and validated so that this Notice of Application is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. The following terms shall have the following meanings:
- (a) “**Assessments**” means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, 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 taxation authority;
 - (b) “**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
 - (c) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Vancouver, British Columbia;
 - (d) “**CCAA Proceeding**” means the proceeding under the CCAA bearing Court File No. S-211985 in respect of or relating to the Petitioners, commenced pursuant to the Initial Order;
 - (e) “**Charges**” has the meaning given to that term in the Initial Order;
 - (f) “**Claim**” means:
 - (i) 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 in existence at the time of the Initial Order, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of 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), and whether or not such indebtedness, liability or obligation 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 executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against the Petitioners with respect to any matter, action, cause or chose in action, but subject to any counterclaim, set-off or right of compensation in favour of any of the Petitioners which may exist, whether existing at present or commenced in the future, which indebtedness, liability or obligation (A) is based in whole or in part on facts that existed prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA had any of the Petitioners become bankrupt on the Filing Date, including for greater certainty, any claim against the Petitioners for indemnification by any Directors or Officers in respect of a D&O Pre-Filing Claim or a D&O Restructuring Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)) (each, a "**Pre-Filing Claim**");

- (ii) 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 owed by any of the Petitioners to such Person arising out of the restructuring, disclaimer, repudiation, resiliation, termination or breach ("**Disclaimer**") of any lease, contract, or other arrangement, agreement or obligation (whether oral or written) by any of the Petitioners on or after the Filing Date, whether such restructuring, termination, repudiation or disclaimer took place or takes place before or after the date of this Claims Procedure Order (each, a "**Restructuring Claim**") including for greater certainty, any claim against the Petitioners for indemnification by any Directors or Officers in respect of a D&O Restructuring Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)); and

(iii) any right or claim of any Person that may be asserted or made in whole or in part against one or more of the Directors or Officers of any of the Petitioners, whether or not asserted or made, 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 executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, however arising and whether:

(1) (A) based in whole or in part on facts that existed prior to the Filing Date, (B) relating to a time period prior to the Filing Date, or (C) it is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA had the Petitioners become bankrupt on the Filing Date (a "**D&O Pre-Filing Claim**"); or

(2) based on facts that arose in connection with the restructuring, disclaimer, resiliation, termination or breach by the Petitioners on or after the Filing Date of any contract, lease, other agreement or obligation, whether written or oral,

in each case for which the Directors or Officers are alleged to be, by statute or otherwise by law or equity, liable to pay in their capacity as Directors or Officers (each, a "**D&O Restructuring Claim**");

provided, however, that in any case "Claim" shall not include an Excluded Claim;

(g) "**Claimant**" means any Person who asserts a Claim, including Known Claimants, and includes the transferee or assignee of a Claim recognized in accordance with paragraphs 40 and 41 or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

- (h) “**Claims Package**” means a document package that contains a copy of the Instruction Letter, a Proof of Claim, a Notice of Dispute and such other materials as the Monitor may deem appropriate;
 - (i) “**Claims Procedure**” means the procedures outlined in this Claims Procedure Order, including the Schedules hereto;
 - (j) “**Court**” means the Supreme Court of British Columbia;
 - (k) “**D&O Claim**” means a D&O Pre-Filing Claim or a D&O Restructuring Claim;
 - (l) “**Directors**” means the current and former directors of the Petitioners and “**Director**” means any one of them;
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- (m) “**Directors’ Charge**” has the meaning given to such term in the Initial Order;
 - (n) “**Disputed Claim**” means a Claim that is validly disputed in accordance with the Claims Procedure set out in this Claims Procedure Order and which remains subject to adjudication in accordance with this Claims Procedure Order;
 - (o) “**Equity Claim**” has the meaning set forth in Section 2(1) of the CCAA;
 - (p) “**Excluded Claim**” means:
 - (i) any claim secured by any of the Charges; and
 - (ii) any claim that cannot be compromised pursuant to subsections 5.1(2) and 19(2) of the CCAA;
 - (q) “**Filing Date**” means March 5, 2021;
 - (r) “**Initial Order**” means the Order of the Honourable Mr. Justice MacIntosh dated March 5, 2021, commencing the CCAA Proceeding, as amended and/or amended and restated from time to time;
 - (s) “**Instruction Letter**” means the instruction letter to Claimants, substantially in the form attached as **Schedule “B”** hereto;

- (t) **"Known Claim"** means any Claim determined by the Monitor in consultation with the Petitioners to be a known potential Claimant of the Petitioners based on the Petitioners' books and records;
- (u) **"Known Claimant"** means any Person who received a Known Claimant Notice in accordance with the terms of this Order;
- (v) **"Known Claimant Notice"** means a notice to be delivered by the Monitor setting out the amount and calculation of a Known Claim, substantially in the form attached as **Schedule "D"** hereto;
- (w) **"Known Claimant Claims Package"** means a document package that contains a copy of the Instruction Letter, a Known Claimant Notice, a Proof of Claim, a Notice of Dispute and such other materials as the Monitor may deem appropriate;
- (x) **"Meeting"** means a meeting of the affected creditors of the Petitioners called for the purpose of considering and voting in respect of a Plan;
- (y) **"Monitor"** means KSV Restructuring Inc., in its capacity as the Court-appointed Monitor of the Petitioners;
- (z) **"Monitor's Website"** means <https://www.ksvadvisory.com/insolvency-cases/case/ardenton-capital-corporation>;
- (aa) **"Notice to Claimants"** means the notice for publication by the Monitor as described in paragraph 16, substantially in the form attached as **Schedule "A"** hereto;
- (bb) **"Notice of Dispute"** means the notice referred to in paragraphs 33 and 34 substantially in the form attached as **Schedule "F"** hereto, which may be delivered by a Claimant who wishes to dispute a Notice of Revision or Disallowance to the Court;
- (cc) **"Notice of Known Claim Dispute"** means the notice referred to in paragraphs 21 and 22 substantially in the form attached as **Schedule "G"** hereto, which may be delivered by a Claimant who wishes to dispute a Known Claimant Notice;

- (dd) **"Notice of Revision or Disallowance"** means the notice referred to in paragraph 28(e), substantially in the form attached as **Schedule "E"** hereto, advising a Claimant that the Monitor, with in consultation with the Petitioners, has revised or rejected all or part of such Claimant's Claim as set out in its Proof of Claim or Notice of Known Claim Dispute, as applicable;
- (ee) **"Officers"** means the former and current officers of the Petitioners and **"Officer"** means any one of them;
- (ff) **"Orders"** means any and all orders issued by the Court within the CCAA Proceeding, including the Initial Order;
- (gg) **"Person"** shall be interpreted broadly and means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (hh) **"Plan"** means a plan of compromise or arrangement pursuant to the CCAA affecting and involving the Petitioners;
- (ii) **"Pre-Filing Claims Bar Date"** means 4:00 p.m. on May 14, 2021 or such other date as may be ordered by the Court;
- (jj) **"Proof of Claim"** means the Proof of Claim referred to in paragraphs 23 to 27 to be filed by the Claimants, including those Known Claimants that wish to assert a Claim in addition to any Claim set out in a Known Claimant Notice, substantially in the form attached as **Schedule "C"** hereto;
- (kk) **"Proven Claim"** means the amount and Status of a Claim of a Claimant as finally determined in accordance with this Claims Procedure Order, or any further Order of the Court;
- (ll) **"Restructuring Claims Bar Date"** means the later of:

- (i) the Pre-Filing Claims Bar Date; and
 - (ii) 5:00 p.m. on the day which is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Claim in accordance with paragraph 19.
- (mm) **"Secured Claim"** means that portion of a Claim that is (i) secured by security validly charging or encumbering property or assets of the Petitioners (including statutory and possessory liens that create security interests) up to the value of such collateral, and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction;
- (nn) **"Service List"** means the service list maintained by the Monitor in respect of the CCAA Proceeding;
- (oo) **"Status"** means, with respect to a Claim, whether such claim is an Unsecured Claim, Secured Claim, or Equity Claim; and
- (pp) **"Unsecured Claim"** means any Claim that is not a Secured Claim or an Excluded Claim.

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

4. All references to the word "including" shall mean "including without limitation".

5. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. The Claims Procedure and the forms attached as schedules to this Claims Procedure Order are hereby approved and the Monitor shall be and is hereby authorized and directed to implement the Claims Procedure. Notwithstanding the foregoing, the Monitor may, from time to time, make such minor changes to such forms as the Monitor, in consultation with the Petitioners, considers necessary or desirable.

7. The Monitor, is hereby authorized to: (i) use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and execution of such forms, and (ii) to request any further documentation from a Claimant that the Monitor may reasonably require in order to determine the validity and/or Status of a Claim.

8. All Claims shall be denominated in the original currency of the Claim. Where no currency is indicated, the Claim shall be presumed to be in Canadian Dollars. The Monitor shall subsequently calculate the amount of such Claim in Canadian Dollars using the Bank of Canada Canadian Dollar Daily Exchange Rate on the Filing Date.

9. All Claims other than Restructuring Claims shall be calculated and determined as of the Filing Date, and without including any interest and penalties that would otherwise accrue after the Filing Date. Restructuring Claims shall be calculated and determined as of the effective date of the applicable Disclaimer.

10. Notwithstanding any other provisions of this Claims Procedure Order, the delivery of a Known Claimant Notice, the solicitation by the Monitor of Proofs of Claim, the delivery by the Monitor of Notices of Revision or Disallowance and the filing by any Claimant of a Proof of Claim shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the nature, quantum and Status of its Claim, standing in the CCAA Proceeding or voting rights in respect of any Plan, except as specifically set out in this Claims Procedure Order, or any further Order of the Court.

11. Amounts claimed in respect of any Assessments shall be subject to this Claims Procedure Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessments.

MONITOR'S ROLE

12. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall be responsible for the administration of the Claims Procedure, including the determination of the validity and quantum of Claims, including those Claims set out in the Known Claimant Notices, and the referral of a particular Claim to the Court, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order or incidental thereto.

13. In carrying out the terms of this Claims Procedure Order, (i) the Monitor shall have all of the protections granted to it pursuant to the CCAA, the Initial Order, and this Claims Procedure Order, and as an officer of this Court, including the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Claims Procedure Order, except to the extent that the Monitor has acted with gross negligence or willful misconduct, (iii) the Monitor shall be entitled to rely on the books and records of the Petitioners and any information provided by the Petitioners, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Claimant, except to the extent that the Monitor has acted with gross negligence or willful misconduct.

NOTICE TO CLAIMANTS

14. The Petitioners shall provide the Monitor with a complete list of Known Claimants as at the date of this Claims Procedure Order, showing for each Known Claimant, their name, address and the amount of the Known Claim(s) of such Known Claimant, all in accordance with the Petitioners' books and records.

15. The Monitor shall send a Known Claimant Claims Package to each Known Claimant and to Canada Revenue Agency, and any similar revenue or taxing authority of each and every province or territory of Canada in which the Petitioners carry on business within ten (10) Business Days following the granting of this Claims Procedure Order, by ordinary mail or electronic mail to the Known Claimant's last known address provided by the Petitioners, or the address provided to the Monitor by the Known Claimant.

16. As soon as practicable, but no later than 4:00 p.m. on April 9, 2021, the Monitor shall cause the Notice to Claimants to be published for at least one (1) Business Day in the Vancouver Sun and national edition of the *Globe and Mail*.

17. The Monitor shall cause the Notice to Claimants, the Claims Package and the Claims Procedure Order to be posted to the Monitor's Website as soon as reasonably possible and cause it to remain posted thereon until its discharge as Monitor of the Petitioners.

18. Upon request by a Claimant for a Claims Package or documents or information relating to the Claims Procedure prior to the Pre-Filing Claims Bar Date or the applicable Restructuring

Claims Bar Date, as applicable, the Monitor shall forthwith send a Claims Package, direct such Person to the documents posted on the Monitor's Website, or otherwise respond to the request for information or documents as the Monitor considers appropriate in the circumstances.

19. With respect to Restructuring Claims arising from the Disclaimer of any lease, contract, agreement or obligation, which becomes effective on or after the date of the Claims Procedure Order, the Monitor shall send to the counterparties to such lease, contract or other agreement or obligation, a Claims Package no later than five (5) Business Days following the date on which the Monitor becomes aware of the effective date of such Disclaimer.

20. Except as specifically provided for in this Claims Procedure Order, neither the Petitioners nor the Monitor are under any obligation to provide notice of this Claims Procedure Order to any Person having or asserting a claim, and without limitation, neither the Petitioners nor the Monitor shall have any obligation to send notice to any Person having a security interest in a Claim (including the holder of a security interest created by way of a pledge or a security interest created by way of an assignment of a Claim), and all Persons (including Claimants) shall be bound by the applicable Claims Bar Date, this Order and any notices published pursuant to this Claims Procedure Order regardless of whether or not they received actual notice, and any steps taken in respect of any Claim, in accordance with this Claims Procedure Order.

KNOWN CLAIMANT NOTICES AND PROOFS OF CLAIM

21. Any Known Claimant that does not dispute the amount of its Known Claim as set out in the applicable Known Claimant Notice delivered to such Known Claimant, is not required to take any further action and the Known Claim of such Known Claimant shall be deemed to be such amount as set forth in the Known Claimant Notice for the purposes of voting and distribution under any Plan. Any Known Claimant wishing to dispute the amount or other aspect of the Known Claim set out in the Known Claimant Notice must file a Notice of Known Claim Dispute including all relevant supporting documentation in respect of such dispute, with the Monitor on or before the Pre-Filing Claims Bar Date.

22. If any Person who received a Known Claimant Notice does not return a Notice of Known Claim Dispute in accordance with this Claims Procedure Order, the value and Status of such Known Claim shall be deemed to be set out in the Known Claimant Notice, for the purposes of voting and distribution under any Plan, and the Known Claimant will be barred from disputing or

appealing same, and the balance of such Known Claim, if any, shall be forever barred and extinguished.

23. Any Person who wishes to assert a Pre-Filing Claim (not set out in a Known Claimant Notice) must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim, including all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order.

24. Any Person that wishes to assert a Restructuring Claim must deliver to the Monitor on or before the applicable Restructuring Claims Bar Date a completed Proof of Claim form, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Procedure Order.

25. Any Person that wishes to assert a D&O Prefiling Claim must deliver to the Monitor on or before the Pre-Filing Claims Bar Date, and any Person that wishes to assert a D&O Restructuring Claim must deliver to the Monitor on or before the Restructuring Claims Bar Date, as applicable, a completed Proof of Claim form, together with all relevant supporting documentation, in the manner set out in this Claims Procedure Order.

26. Any Person wishing to assert a Claim (other than a Claim set out in a Known Claimant Notice) shall include any and all Pre-Filing Claims it asserts against the Petitioners or a Director or Officer in a single Proof of Claim provided, however, that where a Person has taken an assignment or transfer of a Claim after the Filing Date, that Person shall file a separate Proof of Claim for each such assigned or transferred Claim.

27. Any Person who does not file a Proof of Claim in accordance with this Claims Procedure Order with the Monitor by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, shall:

- (a) not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Procedure or the CCAA Proceeding in respect of such Claim;
- (b) with respect to a Pre-Filing Claim or a Restructuring Claim, upon the approval of a Plan, be forever barred, estopped and enjoined from asserting or enforcing such Claim against the Petitioners and the Petitioners shall not have any liability

whatsoever in respect of such Claim and such Claim shall be extinguished without any further act or notification by the Petitioners or the Monitor;

- (c) with respect to a D&O Claim, upon the approval of a Plan, be forever barred, estopped and enjoined from asserting or enforcing such Claim against any of the Directors or Officers and the Directors and Officers shall not have any liability whatsoever in respect of such Claim and such Claim shall be extinguished without any further act or notification by the Petitioners, the Monitor or the Directors or Officers;
- (d) not be permitted to vote on any Plan at any Meeting on account of such Claim; and
- (e) not be permitted to participate in any distribution under any Plan related to such Claim or under this CCAA Proceeding.

ADJUDICATION OF CLAIMS

28. The Monitor in consultation with the Petitioners (and in the case of a D&O Claim, in consultation with the respective Directors or Officers, if applicable) shall review all Proofs of Claim and Notices of Known Claim Dispute filed in accordance with this Claims Procedure Order, and at any time may:

- (a) request additional information from a Claimant;
- (b) request that a Claimant file a revised Proof of Claim or Notice of Dispute;
- (c) attempt to resolve and settle any issue arising in a Proof of Claim or Notice of Known Claim Dispute or in respect of a Claim;
- (d) accept (in whole or in part), the amount and/or Status of any Claim and so notify the Claimant in writing; and
- (e) revise or disallow (in whole or in part) the amount and/or Status of any Claim and so notify the Claimant in writing by way of a Notice of Revision or Disallowance.

29. The Monitor shall not accept or revise any portion of a D&O Claim absent: (i) the consent of the applicable Directors and Officers in consultation with the applicable insurer; or (ii) further Order of the Court.

30. If a D&O Claim is accepted in accordance with this Claims Procedure Order, the Petitioners and the Monitor shall determine the extent to which the D&O Claims are covered under any applicable directors' or officers' insurance policy, in consultation with the applicable insurer, and, if covered, the extent, if any, to which coverage is sufficient to pay the amount set out in the relevant D&O Claim.

31. Where a Claim has been accepted by the Monitor, in consultation with the Petitioners, and in accordance with this Claims Procedure Order, such Claim shall constitute such Claimant's Proven Claim. The acceptance of any Claim or other determination of same in accordance with this Order, in full or in part, shall not constitute an admission of any fact, thing, liability, or quantum or status of any claim by any Person, save and except in the context of the Claims Procedure and the CCAA Proceeding.

32. Where a Claim or Notice of Known Claim Dispute is revised or disallowed (in whole or in part, and whether as to amount and/or Status), the Monitor shall deliver by electronic mail or ordinary mail to the last known address of the relevant Claimant or Known Creditor a Notice of Revision or Disallowance.

33. Any Person who intends to dispute the amount set out in a Notice of Revision or Disallowance shall deliver a Notice of Dispute to the Monitor in writing, with a copy to the Monitor, by 4:00 p.m. on the day that is no later than fourteen (14) days after such Claimant received the Notice of Revision or Disallowance, with the date of the Claimant's receipt of the Notice of Revision or Disallowance being determined pursuant to paragraph 28 of this Claims Procedure Order, or such longer period as may be agreed to by the Petitioners, in consultation with the Monitor, in writing. The receipt of a Notice of Dispute by the Monitor within the fourteen (14) day period specified in this paragraph shall constitute the Claimant's consent to have the amount and/or Status of such claim determined by the Court pursuant to the Claims Procedure as provided in this Claims Procedure Order.

34. If any Person who received a Notice of Revision or Disallowance does not return a Notice of Dispute in accordance with paragraph 33, the value and Status of such Claim shall be deemed to be set out in the Notice of Revision or Disallowance, respectively, for the purposes of voting and distribution under any Plan, and the Claimant will be barred from disputing or appealing same, and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.

35. The Petitioners and the Monitor (and in the case of a D&O Claim, with the respective Directors or Officers, if applicable, and in consultation with the applicable insurer), may attempt to consensually resolve the amount and/or Status of any Pre-Filing Claim, Restructuring Claim, and/or D&O Claim as set out in the Notice of Dispute. Notices of Dispute not consensually resolved through the dispute and review process may be accepted by the Petitioners and the Monitor for voting purposes only on any Plan filed by the Petitioners; provided, however, that no D&O Claim shall be resolved by the Petitioners or the Monitor without the consent of the applicable Director or Officer.

36. In the event that the Monitor and the Claimant are unable to resolve any Disputed Claim in respect of any Pre-Filing Claim or Restructuring Claim, the Monitor shall bring an application for advice and direction to the Court in these CCAA Proceedings to have the Disputed Claim, determined by the Court, which application shall be heard as a hearing de novo.

37. In the event that the Monitor, in consultation with the applicable Director or Officer, is unable to resolve any Disputed Claim in respect of any D&O Claim, the Monitor shall bring an application for advice and direction to the Court in these CCAA Proceedings to have the D&O Claim determined by the Court, which application shall be heard as a hearing de novo.

38. Nothing in this Claims Procedure Order will affect or limit the Petitioners' right to assert an affirmative claim against a Claimant within the Claims Procedure, and the Petitioners shall retain all rights and defences, legal and equitable, to any Claims, including Disputed Claims, that are asserted in accordance with this Claims Procedure Order. Without limiting the foregoing, the Petitioners shall be entitled to assert a right of set-off, recoupment or any other affirmative counterclaim of any kind or nature whatsoever against the Claimant with a Disputed Claim and the Petitioners' claim shall be determined within the CCAA Proceeding.

EXCLUDED CLAIMS

39. For greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claims, and such Person shall be unaffected by this Claims Procedure Order and any Plan in respect of such Excluded Claim.

NOTICE OF TRANSFER OR ASSIGNMENT

40. Neither the Monitor nor the Petitioners shall be obligated to give notice or otherwise deal with the transferee or assignee of a Claim unless and until actual notice of the transfer or

assignment, together with satisfactory evidence of the existence and validity of such transfer or assignment, shall have been received and acknowledged by the Petitioners and the Monitor in writing. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to the receipt and acknowledgment by the Petitioners and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any right of set-off to which the Petitioners may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Petitioners.

41. If a Claimant or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Petitioners and the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Petitioners and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant or in accordance with the provisions of this Claims Procedure Order.

SERVICE AND NOTICES

42. The Known Claimant Claims Package and Claims Package to be provided and sent in accordance with this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of the Claims Procedure and this Claims Procedure Order, the Pre-Filing Claims Bar Date and Restructuring Claims Bar Date on all Persons who may be entitled to receive notice thereof and who may assert a Claim and no other notice or service need be given or made and no other documents or materials need to be sent to or served upon any Person in respect of this Claims Procedure Order.

43. The Petitioners and the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Known Claimant Claims Package and Claims Package, and any letters, notices or other documents to the Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Petitioners. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered 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; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by email by 4:00 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.

44. Any notice or communication required to be provided or delivered to the Monitor under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

KSV Restructuring Inc.
Court-appointed Monitor of the Petitioners
2308 - 150 King Street West
Toronto, ON M5H 1J9

Attention: Bobby Kofman / Noah Goldstein / Esther Mann

Phone: (416) 932-6228 / (416) 932-6207 / (416) 932-6009
Email: bkofman@ksvadvisory.com / ngoldstein@ksvadvisory.com /
emann@ksvadvisory.com

With a copy to:

DLA Piper (Canada) LLP
1 First Canadian Place
100 King Street West, Suite 6000
Toronto, Ontario M5X 1E2

2800 - 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Edmond Lamek / Colin Brousseau

Phone: (416) 365-3444 / (604) 643-6400
Email: edmond.lamek@dlapiper.com / colin.brousseau@dlapiper.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt by the Monitor, thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

45. If during any period during which notices or other communications are being given pursuant to this Claims Procedure Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other communications sent by ordinary or registered 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 postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Procedure Order.

46. In the event that this Claims Procedure Order is later amended by further Order of the Court, the Monitor shall post such further Order on the Monitor's Website, and such posting shall constitute adequate notice to any Claimant of such amended claims procedure.

DIRECTIONS

47. Notwithstanding the terms of this Claims Procedure Order, the Monitor may apply to this Court from time to time for directions from this Court with respect to this Claims Procedure Order, or for such further Order or Orders as it may consider necessary or desirable to amend, supplement or clarify the terms of this Claims Procedure Order.

MISCELLANEOUS

48. This Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

49. Nothing in this Order shall prejudice the rights and remedies of any Directors or Officers to the Charges or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Petitioners' insurance or any directors' or officers' liability insurance policy or policies that exist to protect or indemnify the Directors or Officers whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or the Petitioners; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to

the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that he or she is covered by, the Petitioners' insurance or any directors' or officers' liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers shall not be recoverable as against the Petitioners or Director or Officer, as applicable.

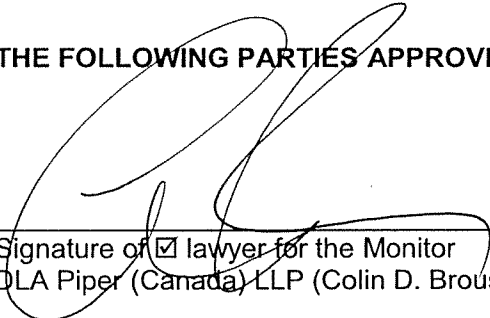
50. Nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of a Claim or an Excluded Claim into any particular affected or unaffected classes for the purposes of any Plan and, for greater certainty, the treatment of Claims and Excluded Claims subject to any Plan and the class or classes of creditors for voting and distribution purposes shall be subject to the terms of any Plan or further Order of the Court.

51. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, to give effect to this Order and to assist the Petitioners, the Monitor and their respective agents in carrying out the terms of this Order. 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 Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.


52. Each of the Petitioners and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

53. The approval of this Claims Procedure Order by counsel appearing on this application other than DLA Piper (Canada) LLP, counsel to the Monitor, is hereby disposed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER



Signature of lawyer for the Monitor
DLA Piper (Canada) LLP (Colin D. Brousson)

 By This Court:

Registrar

Schedule "A"

List of Counsel Appearing

Name of Counsel	Name of Party
Kyle B. Plunkett, William E.J. Skelly and Thomas W. Clifford	The Petitioners
Colin D. Brousson and Jeffrey D. Bradshaw	The Monitor
Claire Hildebrand	Oxford Management Services Inc.
Kibben Jackson	Montrusco Bolton Investments Inc., Montrusco Bolton Alternative Fund L.P., MBI/Ardenton Private Equity Income Fund, L.P. and MBI/Ardenton Private Equity Income and Growth Fund, L.P.
Adrienne Ho	Leone Financial Corporation, shareholder of 1971035 Ontario Inc.
Christopher Ramsay and Nick Carlson	RCM Capital Management Ltd.

SCHEDULE "A"

NOTICE TO CLAIMANTS

NOTICE TO CLAIMANTS

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

IN THE MATTER OF ARDENTON CAPITAL CORPORATION AND
ARDENTON CAPITAL BRIDGING INC. (the "PETITIONERS")

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") made March 31, 2021 (the "**Claims Procedure Order**"). The Court has ordered that KSV Restructuring Inc., in its capacity as the Petitioners' Court-appointed monitor (the "**Monitor**"), send a Known Claimant Claims Package to each Known Claimant of the Petitioners, as well as a Claims Package to any Person who requests one from the Monitor, as part of the Court-approved claims process (the "**Claims Procedure**"). All capitalized terms shall have the meaning given to those terms in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package and related materials may be accessed from the Monitor's website at <https://www.ksvadvisory.com/insolvency-cases/case/ardenton-capital-corporation>.

Please take notice that any Person who believes that they have a Pre-Filing Claim or a D&O Pre-Filing Claim against the Petitioners or their Directors and Officers that existed or is based on facts existing as at the date of the Initial Order (March 5, 2021) must deliver a Proof of Claim to the Monitor **before 4:00 pm (Pacific Time) on May 14, 2021 (the "Pre-Filing Claims Bar Date")**.

Any Person who believes that they have a Restructuring Claim or a D&O Restructuring Claim against the Petitioners or Directors and Officers arising out of the restructuring, termination, repudiation or disclaimer on or after March 5, 2021 of any contract, lease or other agreement, whether oral or written, by the Petitioners must deliver a Proof of Claim to the Monitor **before the later of the Pre-Filing Claims Bar Date or 5:00 p.m. (Pacific Time) on the date which is 30 days after the date the Monitor sends a Claims Package with respect to a Restructuring Claim or a D&O Restructuring Claim in accordance with the Claims Procedure Order (the "Restructuring Claims Bar Date")**.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE PRE-FILING CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE. THE FAILURE TO DO SO WILL RESULT IN THE APPLICABLE CLAIM BEING FOREVER BARRED AND EXTINGUISHED, INCLUDING ANY CLAIM(S) AGAINST THE DIRECTORS AND OFFICERS.

The Monitor can be contacted by email at jwong@ksvadvisory.com, to the attention of Jordan Wong.

SCHEDULE “B”

INSTRUCTION LETTER

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE

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

IN THE MATTER OF ARDENTON CAPITAL CORPORATION AND
ARDENTON CAPITAL BRIDGING INC. (the “PETITIONERS”)

CLAIMS PROCEDURE

By Order of the Supreme Court of British Columbia dated March 31, 2021, (the “**Claims Procedure Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the “**CCAA**”), KSV Restructuring Inc., in its capacity as Monitor of the Petitioners, has been authorized to conduct a procedure for the identification, quantification, and resolution of Claims against the Petitioners and the Directors and Officers of the Petitioners (the “**Claims Procedure**”). A copy of the Claims Procedure Order can be obtained from the Monitor’s website at <https://www.ksvadvisory.com/insolvency-cases/case/ardenton-capital-corporation>.

This letter provides general instructions for completing the Notice of Known Claim Dispute, if applicable, and the Proof of Claim form. As of the date of this instruction letter, there has been no proposed plan of compromise or arrangement pursuant to the CCAA. Capitalized terms not defined within this instruction letter shall have the meaning set out in the Claims Procedure Order. You should review the Claims Procedure Order carefully for all terms defined therein.

The Claims Procedure is intended for any Person with a claim of any kind or nature whatsoever, including a Pre-Filing Claim and a Restructuring Claim, other than an Excluded Claim, against the Petitioners and any D&O Claim against the Directors and Officers arising prior or subsequent to the Filing Date, whether unliquidated, contingent or otherwise, or arising out of the restructuring, termination, repudiation or disclaimer after March 5, 2021 of any contract, lease or other agreement, whether oral or written, by the Petitioners.

All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by regular mail, prepaid registered mail, courier, personal delivery, electronic communication or facsimile transmission at the address below:

KSV Restructuring Inc.
Monitor of Ardenton Capital Corporation and Ardenton Capital Bridging Inc.
2308 - 150 King Street West
Toronto ON M5H 1J9

Attention: Jordan Wong

Email: jwong@ksvadvisory.com

FOR KNOWN CLAIMANTS RECEIVING A KNOWN CLAIMANT NOTICE

If you are a Known Claimant of the Petitioners, have received a Known Claimant Notice and do not wish to dispute the amount of the Known Claim set out therein, you are not required to take any further action and the amount of your Known Claim shall be deemed to be the amount set forth in the Known Claimant Notice for the purposes of voting and distribution under any Plan.

If you are a Known Claimant of the Petitioners, have received a Known Claimant Notice and **you wish to dispute the amount of the Known Claim set out therein**, you must file a Notice of Known Claim Dispute with the Monitor. All Notices of Known Claim Dispute for Known Claims must be received by the Monitor **before 4:00 pm (Pacific Time) on May 14, 2021 (the “Pre-Filing Claims Bar Date”)**, unless the Monitor and the Petitioners agree in writing or the Court orders that the Notice of Known Claim Dispute be accepted after that date.

FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM FORM

If you believe that you have a Claim against the Petitioners and/or the Directors and Officers, you must file a Proof of Claim with the Monitor. All Proofs of Claim for Claims arising prior to March 5, 2021, including D&O Pre-Filing Claims, must be received by the Monitor **before the Pre-Filing Claims Bar Date**, unless the Monitor and the Petitioners agree in writing or the Court orders that the Proof of Claim be accepted after that date.

All Proofs of Claim for Restructuring Claims and D&O Restructuring Claims arising out of the restructuring, termination, repudiation or disclaimer after March 5, 2021 of any contract, lease or other agreement, whether oral or written, by any of the Petitioners must be received by the Monitor **before the later of the Pre-Filing Claims Bar Date or 5:00 p.m. (Pacific Time) on the date which is 30 days after the date the Monitor sends a Claims Package with respect to a Restructuring Claim or a D&O Restructuring Claim in accordance with the Claims Procedure Order (the “Restructuring Claims Bar Date”)**. If your Proof of Claim is not received by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, it will be forever barred and extinguished and you will not be entitled to participate in any Plan or distribution, unless the Court orders otherwise.

All Claims are to be filed in the original currency of the transaction. For the purposes of the Claims Procedure only (and without prejudice to the terms of any plan of arrangement or compromise) Claims in a foreign currency will be converted to Canadian Dollars, using the Bank of Canada Canadian Dollar Daily Exchange Rate on the Filing Date.

Additional Notice of Known Claim Dispute and Proof of Claim forms can also be obtained from the Monitor’s website at <https://www.ksvadvisory.com/insolvency-cases/case/ardenton-capital-corporation> or by email to Jordan Wong at jwong@ksvadvisory.com and by providing the particulars as to your name, address, facsimile number, email address and contact person. Once the Monitor has this information, you will receive, as soon as practicable, an additional Notice of Known Claim Dispute or Proof of Claim form.

It is your responsibility to ensure that the Monitor receives your Notice of Known Claim Dispute or Proof of Claim at the above-noted time and date.

DATED this ____th day of _____, 2021.

KSV Restructuring Inc.,
in its capacity as Monitor of
Ardenton Capital Corporation and
Ardenton Capital Bridging Inc.,
and not in its personal capacity

SCHEDULE "C"

PROOF OF CLAIM FORM

Court File No. S-211985

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 ARDENTON CAPITAL
CORPORATION AND ARDENTON CAPITAL BRIDGING
INC. (the "PETITIONERS")**

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Capitalized terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Order of the Supreme Court of British Columbia dated March 31, 2021, as may be amended from time to time (the "**Claims Procedure Order**").

A. PARTICULARS OF CLAIMANT:

- (1) Full legal name of Claimant:
(include trade name, if different)

The full legal name should be the name of the Claimant of the Petitioners, notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred.

- (2) Full mailing address of Claimant:

- (3) Telephone number:

- (4) E-mail address:

(5) Facsimile number: _____

(6) Attention (Contact person): _____

(7) Has the claim set out herein been sold, transferred or assigned by the Claimant to another party? Yes No

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

If the Claim set out herein has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet that contains all of the required information set out below for each assignee.

(1) Full legal name of Assignee: _____

(2) Full mailing address of Assignee: _____

(3) Telephone number: _____

(4) E-mail address: _____

(5) Facsimile number: _____

(6) Attention (Contact person): _____

C. PROOF OF CLAIM:

The undersigned hereby certifies as follows:

(a) that I:

am a Claimant; **OR**

am _____

(state name and title)

of _____ (name of Claimant);

(b) that I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) that the Claimant asserts a Claim against: Ardenton Capital Corporation

Ardenton Capital Bridging Inc.

which is/were and still is/are indebted to the Claimant as follows (include all Claims that you assert against the Petitioner(s) noted above. Claims should be filed in the **currency of the transaction** (with reference to the contractual rate of interest, if any) and such currency should be indicated as provided below in respect of the Claim(s).

	(i) Amount of Pre-Filing Claim	(ii) Amount of Restructuring Claim	(iii) Total Claim (Sum of (i) and (ii))
	(please complete in the original currency of transaction)		
Secured			
Unsecured			

Note: For the purpose of the Claims Procedure Order only (and without prejudice to the terms of any plan of arrangement or compromise that may be filed by the Petitioners), Claims will be converted to Canadian Dollars as per the Claims Procedure Order using the Bank of Canada Canadian Dollar Daily Exchange Rate on the Filing Date.

D. Note: If you are asserting your Claim against the Petitioners' Directors and Officers, you are required to complete Section F of this Proof of Claim Form.

(1) NATURE OF CLAIM – Complete ONLY if you are asserting a Secured Claim (CHECK AND COMPLETE APPROPRIATE CATEGORY)

Petitioner(s): _____

Secured Claim of \$ _____
(Original currency and amount)

In respect of this debt, I hold security over the assets of the Petitioner(s) valued at

\$ _____,
(Original currency and amount)

the particulars of which security and value are attached to this Proof of Claim form.

Unsecured Claim of \$ _____
(Original currency and amount)

Give full particulars of the security, including the date on which the security was given the value which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.

If you are asserting multiple secured claims, against one or more of the Petitioners, please provide full details of your security against each of the Petitioners.

E. PARTICULARS OF CLAIM:

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

Provide all particulars of the Claim and supporting documentation that you feel will assist in the determination of your Claim. At a minimum, you are required to provide the invoice date, invoice number, the amount of each outstanding invoice and the related purchase order number. Further particulars may include the following if applicable: a description of the transaction(s) or agreement(s) giving rise to the Claim; contractual rate of interest (if applicable); name of any guarantor which has guaranteed the Claim; details of all credits, discounts, etc. claimed; description of the security if any, granted by the affected Petitioner(s) to the Claimant, the estimated value of such security and the basis for such valuation; and the particulars of any Restructuring Claim.

F. PROOF OF CLAIM – CLAIM AGAINST THE DIRECTORS AND OFFICER(S)

This section should *only* be completed by a Claimant asserting a claim against the Director(s) and Officer(s) of the Petitioner(s). A Claimant asserting a claim only against the Petitioner(s) should *not* complete this section.

G. THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

that I:

am a Claimant; **OR**

am _____
(state position or title)

of _____
(name of Claimant)

I assert a claim against the following Director(s) and Officer(s) (please list below the individual Directors or Officers:

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

The Director(s) and Officer(s) was/were and still is/are indebted to the Claimant as follows in respect of a Pre-Filing D&O Claim arising prior to Filing Date (claims should be filed in the original currency of the transaction):

\$ _____
(Original currency)

The Director(s) and Officer(s) was/were and still is/are indebted to the Claimant as follows in respect of a D&O Restructuring Claim arising on or after Filing Date (claims should be filed in the original currency of the transactions):

\$ _____
(Original Currency)

H. FILING OF CLAIM:

This Proof of Claim form must be returned to and received by the Monitor by no **later than 4:00 p.m. (Pacific Time) on May 14, 2021** (the “**Pre-Filing Claims Bar Date**”), unless a Restructuring Claim is being asserted in which case the Proof of Claim form related to your Restructuring Claim only must be received by the Monitor on the date which is the later of the Pre-Filing Claims Bar Date and **5:00 p.m. (Pacific Time) on the day which is 30 days after the date the Monitor sends a Claims Package with respect to a Restructuring**

Claim in accordance with the Claims Procedure Order (the “Restructuring Claims Bar Date”), by either regular mail, prepaid registered mail, personal delivery, courier, electronic communication or facsimile transmission at the following address:

KSV Restructuring Inc.
Monitor of Ardenton Capital Corporation and Ardenton Capital Bridging Inc.
2308 - 150 King Street West
Toronto ON M5H 1J9

Attention: Jordan Wong
Email: jwong@ksvadvisory.com

DATED this _____ day of _____, 2021.

Witness Name:

Per: _____
(Signature)

If Claimant is a Corporation, print name and title of authorized signatory:

Name: _____

Title: _____

Note: After signing this form, please ensure you return all pages of this Proof of Claim to the Monitor.

SCHEDULE "D"

KNOWN CLAIMANT NOTICE

Court File No. S-211985

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 ARDENTON CAPITAL
CORPORATION AND ARDENTON CAPITAL BRIDGING
INC. (the "PETITIONERS")

KNOWN CLAIMANT NOTICE

Please read carefully the enclosed Instruction Letter regarding this Known Claimant Notice. Capitalized terms not defined within this Known Claimant Notice shall have the meaning ascribed thereto in the Order of the Supreme Court of British Columbia dated March 31, 2021, as may be amended from time to time (the "**Claims Procedure Order**").

A. PARTICULARS OF CLAIMANT:

(1) Full legal name of Claimant:

(2) Full mailing address of Claimant:

(3) Telephone number:

(4) E-mail address:

(5) Facsimile number:

(6) Attention (Contact person):

B. NATURE AND CALCULATION OF KNOWN CLAIM

The Known Claimant named above has a Known Claim, the particulars of which are set out in the attached schedule, against:

- Ardenton Capital Corporation
- Ardenton Capital Bridging Inc.

If you do not wish to dispute the amount of the Known Claim, you are not required to take any further action and the amount of your Known Claim shall be deemed to be the amount set forth in this Known Claimant Notice for the purposes of voting and distribution under any Plan.

Note: For the purpose of the Claims Procedure Order only (and without prejudice to the terms of any plan of arrangement or compromise that may be filed by the Petitioners), Known Claims will be converted to Canadian Dollars as per the Claims Procedure Order using the Bank of Canada Canadian Dollar Daily Exchange Rate on the Filing Date.

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

If the Known Claim set out herein has been sold, transferred or assigned, the Known Claimant set out above shall, pursuant to paragraphs 40 and 41 of the Claims Procedure Order, provide actual notice of the transfer or assignment, together with satisfactory evidence of the existence and validity of such transfer or assignment to the Petitioners and the Monitor. **Until such time as the Petitioners and the Monitor have been provided with the aforementioned notice, neither the Monitor nor the Petitioners shall be obligated to give notice or otherwise deal with the transferee or assignee of a Known Claim.**

Notice of the transfer or assignment to the Petitioners and the Monitor should include all of the required information set out below for each assignee.

(1) Full legal name of Assignee:

(2) Full mailing address of Assignee:

(3) Telephone number:

(4) E-mail address:

(5) Facsimile number:

(6) Attention (Contact person):

D. FILING OF NOTICE OF KNOWN CLAIM DISPUTE:

If you wish to dispute the amount of the Known Claim set out herein, you must file a Notice of Known Claim Dispute with the Monitor. All Notices of Known Claim Dispute for Known Claims must be received by the Monitor **before 4:00 pm (Pacific Time) on May 14, 2021 (the "Pre-Filing Claims Bar Date")**, unless the Monitor and the Petitioners agree in writing or the Court orders that the Notice of Known Claim Dispute be accepted after that date, and shall be sent to the Monitor by either regular mail, prepaid registered mail, personal delivery, courier, electronic communication or facsimile transmission at the following address:

KSV Restructuring Inc.
Monitor of Ardenton Capital Corporation and Ardenton Capital Bridging Inc.
2308 - 150 King Street West
Toronto ON M5H 1J9

Attention: Jordan Wong
Email: jwong@ksvadvisory.com

DATED this _____ day of _____, 2021.

SCHEDULE "E"

NOTICE OF REVISION OR DISALLOWANCE

**NOTICE OF REVISION OR DISALLOWANCE FOR VOTING
AND/OR DISTRIBUTION PURPOSES**

FOR THE CLAIMS PROCEDURE

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

**AND IN THE MATTER OF ARDENTON CAPITAL CORPORATION AND
ARDENTON CAPITAL BRIDGING INC. (the "PETITIONERS")**

TO:

(the "Claimant")

Capitalized terms not defined within this Notice of Revision or Disallowance shall have the meaning ascribed thereto in the Order of the Supreme Court of British Columbia dated March 31, 2021 (the "Claims Procedure Order"). All dollar values contained herein are in Canadian Dollars unless otherwise noted.

Pursuant to paragraph 28 of the Claims Procedure Order, KSV Restructuring Inc., in its capacity as Monitor of the Petitioners, hereby gives you notice that the Monitor, with the assistance of the Petitioners, has reviewed your Notice of Known Claim Dispute and/or Proof of Claim and has revised or disallowed your Claim in whole or in part. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be allowed or disallowed as follows:

(i) Claim against the Petitioners	Proof of Claim Amount:	Amount Allowed by Monitor:
Unsecured Claim	\$	\$
Secured Claim	\$	\$
Restructuring Claim	\$	\$

(ii) Claim against the Directors and Officers	Proof of Claim Amount:	Amount Allowed by Monitor:
D&O Pre-Filing Claim	\$	\$
D&O Restructuring Claim	\$	\$

REASON(S) FOR THE REVISION OR DISALLOWANCE

SERVICE OF NOTICES OF DISPUTE

If you intend to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 28 you must deliver a Notice of Dispute (in the form enclosed) to the Monitor in writing **by 4:00 p.m. (Pacific Time) on the day that is no later than fourteen (14) days after such Claimant received the Notice of Revision or Disallowance, or such longer period as may be agreed to by the Monitor, in consultation with the Petitioners, in writing**, either by regular mail, prepaid registered mail, personal delivery, courier, electronic communication or facsimile to the following address, setting out the reasons for the dispute.

In accordance with the Claims Procedure Order, notices are deemed to have been received on the date of actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, on the next Business Day.

Notices of Dispute must be sent to the Monitor at the following address:

KSV Restructuring Inc.
 Court-appointed Monitor of Ardenton Capital Corporation and
 Ardenton Capital Bridging Inc.
 2308 - 150 King Street West
 Toronto ON M5H 1J9

Attention: Jordan Wong
 Email: jwong@ksvadvisory.com

If any Person who received a Notice of Revision or Disallowance does not return a Notice of Dispute by 4:00 p.m. (Pacific Time) on the day that is no later than fourteen (14) days after such Claimant received the Notice of Revision or Disallowance, or such longer period as

may be agreed to by the Monitor, in consultation with the Petitioners, in writing, the value and Status of such Claim shall be deemed to be set out in the Notice of Revision or Disallowance for the purposes of voting and distribution under any Plan, and the Claimant will be barred from disputing or appealing same, and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.

DATED this _____ day of _____, 2021.

SCHEDULE "F"

NOTICE OF DISPUTE

NOTICE OF DISPUTE

FOR THE CLAIMS PROCEDURE

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

**AND IN THE MATTER OF ARDENTON CAPITAL CORPORATION AND
ARDENTON CAPITAL BRIDGING INC. (the "PETITIONERS")**

Name of Petitioners and or Directors and Officers against which a Claim is asserted:

A. Particulars of Claimant

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

(2) Full Mailing Address of Claimant:

(3) Telephone Number:

(4) E-mail Address:

(5) Facsimile Number:

(6) Attention (Contact Person):

B. Particulars of original Claimant from whom the Claim was assigned, if applicable:

(1) Have you acquired this claim by assignment? If Yes, if not already provided, attached documents evidencing assignment.

Yes No

(2) Full Legal Name of original claimant(s): _____

C. Dispute of Revision or Disallowance of Claim

The Claimant hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Claim as Filed in the Proof of Claim Form			Assessed Claim in CAD	
	Pre-Filing Claim / D&O Pre-Filing Claim	Restructuring Claim / D&O Restructuring Claim	Total Claim (in original Currency)	Disallowed Amount	Amount Claimed by the Claimant
Secured					
Unsecured					
Directors and Officers					
TOTAL:					

REASON(S) FOR THE DISPUTE

(You must include a list of reasons as to why you are disputing your Claim(s) as set out in the Notice of Revision or Disallowance).

SERVICE OF DISPUTE NOTICES

If you intend to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 28 of the Claims Procedure Order, you must deliver a Notice of Dispute (in the form enclosed in the Claims Package) to the Monitor **by 4:00 p.m. on the day that is no later than fourteen (14) days after such Claimant received the Notice of Revision or Disallowance, or such longer period as may be agreed to by the Monitor, in consultation with the Petitioners, in writing**, either by regular mail, prepaid registered mail, personal delivery, courier, electronic communication or facsimile to the following address, setting out the reasons for the dispute.

In accordance with the Claims Procedure Order, notices are deemed to have been received on the date of actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, on the next Business Day.

Notices of Dispute must be sent to the Monitor at the following address:

KSV Restructuring Inc.
Court-appointed Monitor of Ardenton Capital Corporation and
Ardenton Capital Bridging Inc.
2308 - 150 King Street West
Toronto ON M5H 1J9

Attention: Jordan Wong
Email: jwong@ksvadvisory.com

DATED this _____ day of _____, 2021.

Witness

Signature

Name:
Title:
(please print)

SCHEDULE "G"

NOTICE OF KNOWN CLAIM DISPUTE

NOTICE OF KNOWN CLAIM DISPUTE

FOR THE CLAIMS PROCEDURE

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

**AND IN THE MATTER OF ARDENTON CAPITAL CORPORATION AND
ARDENTON CAPITAL BRIDGING INC. (the "PETITIONERS")**

Name of Petitioners against which a Claim is asserted:

A. Particulars of Known Claimant

(1) Full Legal Name of Known Claimant (include trade name, if different):

(2) Full Mailing Address of Known Claimant:

(3) Telephone Number:

(4) E-mail Address:

(5) Facsimile Number:

(6) Attention (Contact Person):

B. Particulars of original Known Claimant from whom the Claim was assigned, if applicable:

(1) Have you acquired this claim by assignment?

Yes No

If Yes, if not already provided, attach documents evidencing assignment.

(2) Full Legal Name of original Known Claimant: _____

C. Dispute of Known Claimant Notice

REASON(S) FOR THE DISPUTE

(You must include a list of reasons as to why you are disputing your Claim(s) as set out in the Known Claimant Notice).

SERVICE OF KNOWN CLAIM DISPUTE NOTICES

If you intend to dispute the amount of the Claim set out in the Known Claimant Notice sent pursuant to paragraph 21 of the Claims Procedure Order, you must deliver a Notice of Known Claim Dispute (in the form enclosed in the Known Claimant Claims Package) to the Monitor **by no later than 4:00 p.m. (Pacific Time) on May 14, 2021** (the “Pre-Filing Claims Bar Date”), either by regular mail, prepaid registered mail, personal delivery, courier, electronic communication or facsimile to the following address, setting out the reasons for the dispute.

If any Person who received a Known Claimant Notice and wishes to dispute the amount of the Claim set out therein does not return a Notice of Known Claim Dispute by the Pre-Filing Claims Bar Date, the value and Status of such Known Claim shall be deemed to be set out in the Known Claimant Notice for the purposes of voting and distribution under any Plan, and the Known Claimant will be barred from disputing or appealing same, and the balance of such Known Claimant’s Claim, if any, shall be forever barred and extinguished.

In accordance with the Claims Procedure Order, notices are deemed to have been received on the date of actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, on the next Business Day.

Notices of Known Claim Dispute must be sent to the Monitor at the following address:

KSV Restructuring Inc.
Court-appointed Monitor of Ardenton Capital Corporation and
Ardenton Capital Bridging Inc.
2308 - 150 King Street West
Toronto ON M5H 1J9

Attention: Jordan Wong
Email: jwong@ksvadvisory.com

DATED this _____ day of _____, 2021.

Witness

Signature

Name:
Title:
(please print)