

**APPENDIX “E”**  
(to the Meetings Order)

**Plan Information Letter**

No: S211985  
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 ARDENTON CAPITAL CORPORATION AND  
ARDENTON CAPITAL BRIDGING INC.

PETITIONERS

**PLAN INFORMATION LETTER**

On March 5, 2021 (the “**Filing Date**”), Ardenton Capital Corporation (“**ACC**”) and Ardenton Capital Bridging Inc. (“**ACBI**”) and together with ACC, the “**Petitioners**”) sought and obtained an initial order (the “**Initial Order**”) from the Supreme Court of British Columbia (the “**CCAA Court**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the “**CCAA**”). Among other things, the Initial Order appointed KSV Restructuring Inc. as monitor of the Petitioners (in such capacity, the “**Monitor**”).

On October 1, 2021, the CCAA Court granted an order (the “**Meetings Order**”), *inter alia*, authorizing the Petitioners to file a plan of compromise and arrangement pursuant to the CCAA (the “**Plan**”). This Plan Information Letter (“**Information Letter**”) provides a summary of certain information contained in the Plan and the Meetings Order. **This summary is qualified in its entirety by the more detailed information appearing in the Plan and the Meetings Order. This Information Letter is not a substitution to the Plan or the Meetings Order and as such, creditors should carefully read the Plan and the Meetings Order in their entirety. In the event of any conflict between the contents of this Information Letter and the provisions of the Plan or the Meetings Order, the provisions of the Plan or the Meetings Order govern. Information contained in this Information Letter should not be construed as legal, tax or financial advice to any particular Affected Creditor, and Affected Creditors are urged to consult their own professional advisors in connection with the matters considered in this Information Letter, the Plan and the Meetings Order.**

Capitalized words and terms not otherwise defined in this Information Letter have the meaning ascribed to them in the Plan or the Meetings Order, as applicable.

**Purpose of the Plan:** The purposes of the Plan are to: (a) restructure the Affected Claims and effect the Distributions to Affected Creditors provided for under the Plan; (b) effect a full, final and irrevocable release and discharge of certain Claims against the Petitioners' D&Os; (c) establish a new board of directors of ACC; and (d) amend and reconstitute the share capital of ACC, including the issuance of new shares to ACC Investor Creditors.

**Classification of Creditors:** For the purposes of considering and voting on the Plan, there shall be two (2) separate classes of creditors consisting of the ACC Creditors (the "**ACC Creditor Class**") and the ACBI Creditors (the "**ACBI Creditor Class**", and together with the ACC Creditor Class, the "**Affected Creditor Classes**").

**Creditors' Meetings:** Pursuant to the Meetings Order, the Creditors' Meetings have been called for the purposes of having Affected Creditors holding Affected Claims and/or Disputed Claims consider and vote on the Plan.

In accordance with the Meetings Order, the Petitioners, with the assistance of the Monitor, will call, hold and conduct the following Creditors' Meetings: (a) a meeting of the ACC Creditor Class (the "**ACC Creditors' Meeting**") on November 2, 2021 (the "**Meetings Date**"), at 10:00 a.m. PDT by videoconference, for the purpose of considering and voting on the ACC resolution to approve the Plan; and (b) thereafter, and conditional upon the approval of the Plan by the Required Majority of Creditors of the ACC Creditor Class having been obtained at the ACC Creditors' Meeting, a meeting of the ACBI Creditor Class (the "**ACBI Creditors' Meeting**") on the Meetings Date, at 12:00 p.m. PDT by videoconference, for the purpose of considering and voting on the ACBI resolution to approve the Plan.

The ACC Creditors' Meeting and the ACBI Creditors' Meeting will be held in accordance with the Meetings Order and any further order of the CCAA Court. The only Persons entitled to attend and speak at each of the Creditors' Meetings are: (a) Affected Creditors or their Proxy; (b) representatives from the Petitioners; (c) representatives of the Monitor; (d) the Chair; (e) any other person invited to attend by the Chair; and (f) legal counsel to any Person entitled to attend the Creditors' Meetings, including for greater certainty, legal counsel to the Investor Committee.

A designated representative of the Monitor shall preside as the Chair of each of the Creditors' Meetings and, subject to the Meetings Order and any further order of the CCAA Court, the Monitor (prior to the applicable Creditors' Meetings) and the Chair (during the Creditors' Meetings) shall decide all matters relating to the conduct of each of the Creditors' Meetings. At the Creditors' Meetings, the Chair shall direct the votes with respect to the resolutions and any amendments, variations or supplements to the Plan that are made in accordance with the terms thereof.

The quorum of Affected Creditors for each of the Creditors' Meetings shall be one (1) voting Affected Creditor present in person or by Proxy and entitled to vote at the applicable Creditors' Meeting in respect of

each of ACC and ACBI. If the requisite quorum is not present at either of the Creditors' Meetings for one or both of the Affected Creditor Classes, then the Creditors' Meeting addressing that portion of the Plan shall be adjourned, postponed or otherwise rescheduled by the Chair to such date, time, and place as the Monitor deems necessary or desirable. The Chair shall decide on the manner of giving notice to the applicable Affected Creditor Class of any rescheduled Creditors' Meetings and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Monitor's Website.

**Entitlement to Vote:**

The only Persons entitled to vote at the Creditors' Meetings shall be Affected Creditors and their Proxy holders. Holders of Equity Claims or Unaffected Claims are not entitled, in such capacity, to attend the Creditors' Meetings or vote on the Plan.

*Affected Creditors holding Affected Claims*

For the purposes of counting and tabulating the votes at each of the Creditors' Meetings, each ACC Creditor will be entitled to one (1) vote in respect of the portion of the plan which relates to ACC, and each ACBI Creditor will be entitled to one (1) vote in respect of that portion of the Plan that relates to ACBI. The value attributed to each vote (for the purpose of determining the Required Majority of Creditors) by an ACC Creditor or an ACBI Creditor is equal to the Canadian dollar value of the portion of such Affected Creditor's Affected Claim against ACC or ACBI as of the Filing Date, as applicable. The voting rights with respect to Affected Claims filed in currencies other than in Canadian dollars will be calculated by the Petitioners at the daily exchange rate quoted by the Bank of Canada for exchanging such currency from Canadian dollars as at the Filing Date.

*Affected Creditors holding Disputed Claims*

At each of the Creditors' Meetings, each Affected Creditor with a Disputed Claim against ACBI and each Affected Creditor with a Disputed Claim against ACC shall be entitled to one (1) vote on the Plan in respect of ACBI and ACC, respectively. The vote of any Disputed Claim against ACC or ACBI shall have the value accepted by the Monitor, if any, for voting purposes. For each Disputed Claim, the Monitor shall keep a separate record of votes cast by each Affected Creditor holding Disputed Claims. The votes cast in respect of any Disputed Claim shall not be counted for any purpose unless, until and only to the extent that such Disputed Claim is finally determined to be a Proven Claim in accordance with the Claims Procedure Order.

*Holders of Unaffected Claims*

No holder of an Unaffected Claim will be entitled to vote on the Plan in respect of such Unaffected Claim.

**Appointment of Proxyholders and Voting:**

Any Proxy must be received by the Monitor by no later than 4:00 p.m. PDT on the date that is four (4) Business Days prior to the applicable Creditors' Meeting (or any adjournment thereof), provided that the Monitor may waive strict compliance with the time limits imposed for receipt of a Proxy if deemed advisable to do so by the Monitor, in consultation with the Petitioners.

If a duly signed and returned Proxy does not provide an instruction to vote for or against the approval of the resolution on the Plan, the Proxy will be deemed to include an instruction to vote for the approval of the resolution and the Plan, provided that the Proxy holder does not otherwise exercise its right to vote at the Meeting.

**Treatment of Affected Claims:**

Pursuant to the Plan, the Affected Claims of ACC Creditors and ACBI Creditors will be restructured at the Effective Time and entitled to the treatment prescribed by the Plan, which is summarized below.

*Affected Claims held by ACC Creditors*

At the Effective Time, each Affected Claim held by ACC Creditors will be restructured and:

i. in respect of the ACC General Creditors, each ACC General Creditor will thereafter have a continuing non-interest bearing claim against ACC in the amount of its Proven Claim in respect of which such ACC General Creditors shall be entitled to payments from ACC Cash Available for Distribution to be made *pro rata* among the ACC General Creditors, up to the amount of each ACC General Creditor's Proven Claim, and in priority to distributions to the ACC Investor Creditors (the "**ACC Level 1 Distributions**");

iii. in respect of the ACC Investor Creditors, each ACC Investor Creditor will thereafter receive the following entitlement(s) in respect of their Proven Claims, as applicable:

1. **Preferred Securities Pre-filing Principal:** Each Preferred Securityholder shall have a continuing non-interest bearing claim against ACC for the portion of its Proven Claim that is the unpaid principal amount owing under such Preferred Securityholder's Proven Claim in respect of its Preferred Securities as at the Filing Date in respect of which such Preferred Securityholder shall be entitled to: (i) as to 0.01% of such amount, the issuance of equity in ACC as of the Plan Implementation Date, as further described in Schedule "E" of the Plan; and (ii) as to the remaining 99.99% of such amount, payments from time to time following the Plan Implementation Date from ACC Cash Available for Distribution ("**ACC Level 2 Distributions**"), which payments shall be fully subordinate and rank behind the ACC Level 1 Distributions (and for greater certainty in priority to each of the ACC Level 3 Distributions, ACC Level 4 Distributions and ACC Level 5 Distributions), such Distributions to be made *pro rata* among each of the Preferred Securityholders based on the unpaid principal amount owing under each such Preferred Securityholder's Proven Claim in respect of its Preferred Securities as at the Filing Date.

2. **Preferred Securities Pre-filing Interest:** Each Preferred Securityholder shall have a continuing non-interest bearing claim against ACC in respect of the portion of its Proven Claim that is accrued but unpaid interest owing under such Preferred Securityholder's Proven Claim in respect of its Preferred Securities as at the Filing Date in respect of which such Preferred Securityholder shall be entitled to: (i) as to 0.01% of such amount, the issuance of equity in ACC as of the Plan Implementation Date, as further described in Schedule "E" of the

Plan; and (ii) as to the remaining 99.99% of such amount, payments from time to time following the Plan Implementation Date from ACC Cash Available for Distribution (“**ACC Level 3 Distributions**”), which payments shall be fully subordinate and rank behind each of the ACC Level 1 Distributions and ACC Level 2 Distributions (and for greater certainty in priority to each of the ACC Level 4 Distributions and ACC Level 5 Distributions), such Distributions to be made *pro rata* among each of the Preferred Securityholders based on the accrued but unpaid interest owing under each such Preferred Securityholder’s Proven Claim in respect of its Preferred Securities as at the Filing Date.

3. **Hybrid Securities Pre-filing Principal:** Each Hybrid Securityholder shall have a continuing non-interest bearing claim against ACC for the portion of its Proven Claim that is the unpaid principal amount owing under such Hybrid Securityholder’s Proven Claim in respect of its Hybrid Securities as at the Filing Date in respect of which such Hybrid Securityholder shall be entitled to: (i) as to 0.01% of such amount, the issuance of equity in ACC as of the Plan Implementation Date, as further described in Schedule “E” of the Plan; and (ii) as to the remaining 99.99% of such amount, payments from time to time following the Plan Implementation Date from ACC Cash Available for Distribution (“**ACC Level 4 Distributions**”), which payments shall be fully subordinate and rank behind the payment in full of each of the ACC Level 1 Distributions, ACC Level 2 Distributions and ACC Level 3 Distributions (and for greater certainty, in priority to each of the ACC Level 5 Distributions), such Distributions to be made *pro rata* among each of the Hybrid Securityholders based on the unpaid principal amount owing under each such Hybrid Securityholder’s Proven Claim in respect of its Hybrid Securities as at the Filing Date.

4. **Hybrid Securities Pre-filing Interest:** Each Hybrid Securityholder shall have a continuing non-interest bearing claim against ACC in respect of the portion of its Proven Claim that is accrued but unpaid interest owing under such Hybrid Securityholder’s Proven Claim in respect of its Hybrid Securities as at the Filing Date in respect of which such Hybrid Securityholder shall be entitled to: (i) as to 0.01% of such amount, the issuance of equity in ACC as of the Plan Implementation Date, as further described in Schedule “E” of the Plan; and (ii) as to the remaining 99.99% of such amount, payments from time to time following the Plan Implementation Date from ACC Cash Available for Distribution (“**ACC Level 5 Distributions**”), which payments shall be fully subordinate and rank behind the payment in full of each of the ACC Level 1 Distributions, ACC Level 2 Distributions, ACC Level 3 Distributions and ACC Level 4 Distributions, such Distributions to be made *pro rata* among each of the Hybrid Securityholders based on the accrued but unpaid interest owing under each such Hybrid Securityholder’s Proven Claim in respect of its Hybrid Securities as at the Filing Date.

*Affected Claims held by ACBI Creditors*

At the Effective Time, each Affected Claim held by ACBI Creditors will be restructured and:

i. **ACBI Creditors Principal:** Each ACBI Creditor shall have a continuing non-interest bearing claim against ACBI in respect of the principal amount of its Proven Claim against ACBI as at the Filing Date, with a corresponding priority, in respect of which such ACBI Creditor shall be entitled to payments from ACBI Cash Available for Distribution (“**ACBI Level 1 Distributions**”), which payments shall rank in priority to ACBI Level 2 Distributions and ACBI Level 3 Distributions, such Distributions to be made *pro rata* among each of the ACBI Creditors based on the principal amount of each such ACBI Creditor’s Proven Claim against ACBI as at the Filing Date.

ii. **ACBI Creditors Pre-filing Interest:** Each ACBI Creditor shall have a continuing non-interest bearing claim against ACBI for the portion of its Proven Claim that is accrued but unpaid interest (calculated at the applicable contractual rate(s) on the portion of the Proven Claim against ACBI that is the principal amount) owing under such ACBI Creditor’s Proven Claim against ACBI as at the Filing Date in respect of which such ACBI Creditor shall be entitled to payments from ACBI Cash Available for Distribution (“**ACBI Level 2 Distributions**”), which payments shall be fully subordinate and rank behind the ACBI Level 1 Distributions (and for greater certainty in priority to the ACBI Level 3 Distributions), such Distributions to be made *pro rata* among each of the ACBI Creditors based on the accrued but unpaid interest owing under each such ACBI Creditor’s Proven Claim against ACBI as at the Filing Date.

iii. **ACBI Creditors Post-filing Interest:** Each ACBI Creditor shall have a continuing claim against ACBI in respect of the portion of its Proven Claim against ACBI that is accrued but unpaid interest (calculated at the applicable contractual rate(s) on the portion of the Proven Claim against ACBI that is the principal amount) for the period from and after the Filing Date to the date of payment in full in respect of the principal amount of the ACBI Level 1 Distributions, in respect of which such ACBI Creditor shall be entitled to Distributions from ACBI Cash Available for Distribution (“**ACBI Level 3 Distributions**”) on account of post-filing interest, such Distributions shall be fully subordinate and rank behind the payment in full of each of the ACBI Level 1 Distributions and the ACBI Level 2 Distributions, such Distributions to be made *pro rata* among each of ACBI Creditors based on the accrued but unpaid interest owing under each such ACBI Creditor’s Proven Claim for the period from and after the Filing Date to the date of payment in full in respect of the principal amount of the ACBI Level 1 Distributions.

*Disputed Claims*

An Affected Creditor with a Disputed Claim shall not be entitled to receive a Distribution under the Plan in respect thereof until and unless such Disputed Claim becomes a Proven Claim in accordance with the Claims Procedure Order and the Plan.

**Treatment of Unaffected Claims:**

The Plan does not compromise, release, discharge, cancel, bar or otherwise affect any Unaffected Claims. No holder of an Unaffected Claim shall be entitled to vote on or receive any Distributions under the Plan in respect of such Unaffected Claim.

Unaffected Claims include: (a) any right or claim of any Person that may be asserted or made in whole or in part against either of the Petitioners in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations incurred on or after the Filing Date, and any interest thereon, including any obligation of the Petitioners to creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioners on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds arising on or after the Filing Date, which excludes all Affected Claims, other than Restructuring Claims and D&O Insurance Claims; (b) any Claims relating to Continuing D&O Indemnities; (c) any Claims of Secured Creditors; (d) any Claims of the Petitioners as against each other; (e) all Non-Released D&O Claims (as defined below); (f) Section 5.1(2) D&O Claims (which shall be subject to the limitations set out in the Plan); (g) any Claims that are not permitted to be compromised under section 19(2) of the CCAA; and (h) any Claims in respect of payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA.

Subject to the provisions of the Plan, Unaffected Claims shall be dealt with in accordance with the existing arrangements between the Petitioners and the holders of such Unaffected Claims in effect on the Filing Date or such other arrangement as may be mutually agreed between the applicable parties.

Nothing in the Plan shall affect the Petitioners' rights and defences, both legal and equitable, with respect to any Unaffected Claims, including any rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

**Releases:**

At the Effective Time, except as otherwise provided in the Plan or in the Sanction Order (as defined below), the Monitor, its legal counsel and the CRO shall be released from any and all Claims, obligations, rights, Causes of Action and liabilities which any Person may be entitled to assert, whether for tort, contracts, violation of Applicable Laws or otherwise, whether known or unknown, foreseen or unforeseen, existing or thereafter arising, based in whole or in part upon any act or omission, transaction or other occurrence taking place on or before the Effective Time, including the negotiation, solicitation, confirmation and consummation of the Plan; provided, however, that nothing shall release the Monitor, its legal counsel or the CRO from any Claims, obligations, Causes of Action or liabilities which arise out of the Monitor's, its legal counsel's or the CRO's fraud, gross negligence, or wilful misconduct.

**Non-Released D&O Claims:** The Plan does not compromise, discharge, release, cancel or bar any D&O Claims against the D&Os of the Petitioners for fraud and/or criminal conduct (the “**Non-Released D&O Claims**”). From and after the Plan Implementation Date, a Person may only commence an action for a Non-Released D&O Claim against a D&O if such Person has first obtained (a) the consent of the Monitor or (b) the leave of the CCAA Court on notice to the applicable D&Os, Petitioners, Monitor and any applicable insurers.

**Creditor Approval of Plan:** The portions of the Plan relating to ACC and to ACBI will be approved independently of each other if: (a) a majority in number of each class of Affected Creditors voting vote in favour of the Plan; and (b) the total Affected Claims voting in each class of Affected Creditors in favour of the Plan represent at least 66.67% in value of the Affected Claims voting on the Plan (together, the “**Required Majority of Creditors**”).

The Plan, insofar as it relates to ACC, is required to be accepted by the Required Majority of Creditors of the ACC Creditors, and, insofar as it relates to ACBI, is required to be accepted by the Required Majority of the ACBI Creditors and ACC Creditors.

**Court Approval of Plan:** If the Plan is approved by the Required Majority of Creditors of the ACC Creditor Class or the Required Majority of Creditors of both the ACC Creditor Class and the ACBI Creditor Class, the Petitioners will bring an application (the “**Sanction Order Application**”) for an order sanctioning the Plan pursuant to the CCAA no later than November 19, 2021 (the “**Sanction Order**”) or as soon thereafter as the matter can be heard.

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, at least three (3) Business Days prior to the Sanction Order Application return date (or such other later date as the Monitor may direct): (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.

*Affected Creditors should consult with their legal advisors with respect to the legal rights available to them in relation to the Plan and the Sanction Order Application.*

**Conditions to Implementation of the Plan:** The implementation of the Plan is subject to the satisfaction of the following conditions:

- (a) the Plan shall have been approved by:
  - a. the Required Majority of Creditors of the ACC Creditors; and
  - b. in the case of that portion of the Plan relating to the ACBI Creditors, the Required Majority of Creditors of the ACBI Creditors;



- (b) the Sanction Order shall have been granted by the CCAA Court in a form acceptable to the Monitor and the Investor Committee and shall be in full force and effect and not reversed, stayed, varied, modified or amended;
- (c) all applicable appeal periods in respect of the Sanction Order shall have expired and, in the event of an appeal or application for leave to appeal, final determination thereof shall have been made by the applicable appellate court;
- (d) all approvals, orders, determinations or consents required pursuant to Applicable Law, if applicable, shall have been obtained on terms and conditions satisfactory to the Monitor, acting reasonably, and shall remain in full force and effect at the Effective Time;
- (e) all agreements, resolutions, documents and other instruments which are necessary to be executed and delivered by the Petitioners or the Monitor in order to implement the Plan and perform the Petitioners' obligations under the Plan shall have been executed and delivered;
- (f) no action shall have been instituted and be continuing as at the Effective Time for an injunction to restrain, a declaratory judgment in respect of, or damages on account of, or relating to, the Plan;
- (g) the Petitioners shall have entered into the RCM Exit Facility on terms acceptable to the Monitor and the Investor Committee, acting reasonably; and
- (h) the Petitioners shall have obtained director and officer insurance acceptable to the Monitor and the Investor Committee for the period commencing on the Effective Date.

Each of the foregoing conditions may be waived in whole or in part with the joint approval of the Petitioners, the Monitor and the Investor Committee (except in the case of (a) and (b) above) at or before the Effective Time.

**Plan Amendment:**

Pursuant to the Plan, the Petitioners, with the consent of the Monitor, reserve the right to file any variation or modification of, or amendment or supplement to, the Plan by way of a supplementary or amended and restated plan or plans of compromise or arrangement or both filed with the CCAA Court at any time or from time to time prior to the commencement of the Creditors' Meetings. Any such supplementary or amended and restated plan or plans of compromise or arrangement or both shall, for all purposes, be deemed to be a part of and incorporated into the Plan. Any such variation, modification, amendment or supplement shall be posted on the Monitor's Website on the day on which it is filed with the CCAA Court and notice of same will be provided to the parties on the Service List. *Affected Creditors are advised to check the Monitor's Website regularly.* Affected Creditors in attendance at the Creditors' Meetings will also be advised of any

supplement or amendment made to the Plan.

In addition, the Petitioners, with the consent of the Monitor, may propose a variation, modification of or amendment or supplement to the Plan during the Creditors' Meetings, provided that notice of such variation, modification, amendment or supplement is given to all Affected Creditors entitled to vote who are present in person or by Proxy at the Creditors' Meetings prior to the vote being taken at the first Creditors' Meetings, in which case, if approved, any such variation, modification, amendment or supplement shall, for all purposes, be deemed to be part of the Plan. Any variation, amendment, modification or supplement at the Creditors' Meetings will be promptly posted on the Monitor's Website and filed with the CCAA Court as soon as practicable following the Creditors' Meetings.

After the Creditors' Meetings (and both prior to and subsequent to the obtaining of the Sanction Order), the Petitioners, with the consent of the Monitor, may at any time and from time to time vary, amend, modify or supplement the Plan without the need for obtaining an Order of the CCAA Court or providing notice to the Affected Creditors, if the Petitioners, acting reasonably and in good faith, determine that such variation, amendment, modification or supplement is of a technical or administrative nature that would not be materially prejudicial to the interests of any of the Affected Creditors under the Plan and is necessary in order to give effect to the substance of the Plan or the Sanction Order.

**Timing of Plan  
Implementation:**

It is anticipated that the Plan will be implemented in accordance with the following timetable:

November 2, 2021	ACC Creditors' Meeting at 10:00 a.m. PDT
November 2, 2021	ACBI Creditors' Meeting at 12:00 p.m. PDT
November 19, 2021	Sanction Hearing