



No. S209201
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 MOUNTAIN EQUIPMENT CO-OPERATIVE AND 1314625 ONTARIO
LIMITED

PETITIONERS

ORDER MADE AFTER APPLICATION

(Claims Process Order)

BEFORE THE HONOURABLE MADAM 27/Nov/2020
JUSTICE FITZPATRICK

ON THE APPLICATION OF the petitioners, Mountain Equipment Co-operative and 1314625 Ontario Limited (together, the "**Petitioners**") coming on for hearing by MS Teams videoconference at Vancouver, British Columbia on 27/Nov/2020 AND ON HEARING Howard A. Gorman, Q.C. and Scott M. Boucher, counsel for the Petitioners, and those other counsel listed in **Schedule "A"** attached hereto; AND UPON READING the material filed, including the Second Affidavit of Robert Wallis made 23/Nov/2020 (the "**Second Wallis Affidavit**"), and the Fourth Report of the Monitor dated 23/Nov/2020; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

DEFINITIONS AND INTERPRETATION

1. For the purposes of this Order the following terms shall have the following meanings:
 - (a) "**Advisors**" means, collectively, any actuarial, financial, legal and other advisors and assistants;
 - (b) "**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;

- (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 Proceedings”** means the CCAA proceedings commenced by the Petitioners under British Columbia Supreme Court Vancouver Registry No. S209201;
- (e) **“Claim”** means:
 - (i) any right or claim of any Person against either of the Petitioners, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of each of the Petitioners in existence on the Filing Date, 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, or by contract, or by reason of any equity interest, 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 any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against either of the Petitioners with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date, including for greater certainty any claim against either of the Petitioners for indemnification by any Director or Officer in respect of a D&O Claim (but excluding any such claim for indemnification that is covered by the D&O Charge (as defined in the Initial Order)) (each, a **“Pre-filing Claim”**, and collectively, the **“Pre-filing Claims”**);
 - (ii) any right or claim of any Person against either of the Petitioners in connection with any indebtedness, liability or obligation of any kind whatsoever owed by either such Petitioner to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by such Petitioner on or after the Filing Date of any contract, lease or other agreement whether written or oral (each, a **“Restructuring Period Claim”**, and collectively, the **“Restructuring Period Claims”**);
 - (iii) any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is

reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is 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, whether existing at present arising or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a “**D&O Claim**”, and collectively, the “**D&O Claims**”); and

(iv) any Employee Claim,

provided however that in any case “Claim” shall not include an Excluded Claim, but for greater certainty, shall include any Claim arising through subrogation against either Petitioner or Director or Officer;

- (f) “**Claimant**” means a Person asserting a Pre-filing Claim or a Restructuring Period Claim against the Petitioners, or either of them, and a Person asserting a D&O Claim against any of the Directors or Officers of either of the Petitioners;
- (g) “**Claims Bar Date**” means 5:00 p.m. on February 10, 2021;
- (h) “**Claims Officer**” means the individual(s) designated by the Court pursuant to paragraph 33 of this Order;
- (i) “**Claims Package**” means the document package which shall be disseminated by the Monitor to any potential Claimant in accordance with the terms of this Order and shall consist of a copy of this Order (without schedules) and such other materials as the Monitor, in consultation with the Petitioners, may consider appropriate;
- (j) “**Claims Process**” means the procedures outlined in this Order in connection with the assertion of Pre-filing Claims, Restructuring Period Claims and D&O Claims against the Petitioners and/or the Directors and Officers;
- (k) “**Court**” means the British Columbia Supreme Court;
- (l) “**D&O Claim Instruction Letter**” means the letter containing instructions for completing the D&O Proof of Claim form, substantially in the form attached as **Schedule “B”** hereto;
- (m) “**D&O Proof of Claim**” means the proof of claim referred to herein to be filed by Claimants in connection with any D&O Claim, substantially in the form attached

hereto as **Schedule “C”** hereto, which shall include all supporting documentation in respect of such D&O Claim;

- (n) **“Director”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or de facto director of either of the Petitioners, in such capacity;
- (o) **“Employees”** means (i) all employees of the Petitioners as at the Filing Date, including an employee of either of the Petitioners who received notice of termination of employment dated on or after the Filing Date; and (ii) former employees of either of the Petitioners who were terminated at any time or who received notice of cessation of severance payments dated on or after the Filing Date, and **“Employee”** means any one of them, in such capacity;
- (p) **“Employee Claim”** means a Claim to be asserted by or on behalf of an Employee in the Employees Claim Process;
- (q) **“Employee Claimant”** means a Person asserting an Employee Claim;
- (r) **“Employee Claims Package”** means the document package consisting of a copy of this Order (without schedules), Employee Letter, Proof of Claim, and Proof of Claim Instruction Letter, and such other materials as the Monitor, in consultation with the Petitioners, may consider appropriate or desirable;
- (s) **“Employee Claims Process”** means the procedures outlined in this Order in connection with the assertion of Employee Claims;
- (t) **“Employee Letter”** means the letter to be disseminated by the Monitor, in consultation with the Petitioners, to all Employee Claimants which includes an assessment of the amount and nature of the Employee Claim, which letter shall be substantially in the form attached hereto as **Schedule “D”**;
- (u) **“Excluded Claim”** means any Claim asserted by any beneficiary of the Administration Charge, the KERP Charge, or the D&O Charge and any other charges granted by the Court in the CCAA proceedings, with respect to such charges;
- (v) **“Filing Date”** means September 14, 2020;
- (w) **“Meetings”** and each a **“Meeting”** means a meeting of the creditors of the Petitioners called for the purpose of considering and voting in respect of a Plan;
- (x) **“Monitor’s Website”** means www.alvarezandmarsal.com/MEC;

- (y) **“Notice to Claimants”** means the notice for publication by the Monitor as described in paragraph 12 herein, substantially in the form attached as **Schedule “E”** hereto;
- (z) **“Notice of Dispute of Revision or Disallowance”** means the form substantially in the form attached as **Schedule “F”** hereto;
- (aa) **“Notice of Revision or Disallowance”** means the form substantially in the form attached as **Schedule “G”** hereto;
- (bb) **“Officer”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or de facto officer of either of the Petitioners, in such capacity;
- (cc) **“Order”** means this Claims Process Order;
- (dd) **“Person”** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (ee) **“Plan”** means, as further defined in the Initial Order, any proposed plan of compromise or arrangement that may be filed in respect of either or both of the Petitioners pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance the terms thereof;
- (ff) **“Proof of Claim”** means the proof of claim referred to herein to be filed by Claimants in respect of Pre-filing Claims, disputed Employee Claims and Restructuring Period Claims, substantially in the form attached hereto as **Schedule “H”** hereto, which shall include all supporting documentation in respect of such Claim;
- (gg) **“Proof of Claim Instruction Letter”** means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as **Schedule “I”** hereto; and
- (hh) **“Restructuring Period Claims Bar Date”** means, in respect of a Restructuring Period Claim, the later of (i) 45 days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date.

2. THIS COURT ORDERS that 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 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

3. THIS COURT ORDERS that all references to the word “including” shall mean “including without limitation”, all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

4. THIS COURT ORDERS that any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date.
5. THIS COURT ORDERS that notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Petitioners of Proofs of Claim and D&O Proofs of Claim, the delivery of Employee Claims Packages, and the filing by any Claimant or Employee Claimant of any Proof of Claim or D&O Proof of Claim shall not, for that reason only, grant any person any standing in the CCAA Proceedings or rights under any Plan.
6. THIS COURT ORDERS that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.
7. THIS COURT ORDERS that amounts claimed in Assessments issued after the Filing Date shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment where such Assessment was issued after the Filing Date.

MONITOR'S ROLE

8. THIS COURT ORDERS that, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, the Monitor is hereby directed and empowered to implement the Claims Process and Employee Claims Process set out herein and to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.
9. THIS COURT ORDERS that the Monitor (i) shall have all of the protections given to it by the CCAA, the Initial Order, any other orders of the Court in the CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Petitioners and any information provided by the Petitioners; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from the Petitioners, including, without limitation, making such

inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Process but for greater certainty shall not take direction from the Petitioners or any of their subsidiary or affiliated companies, partnerships, or other corporate entities.

10. THIS COURT ORDERS that the Petitioners, Officers, Directors, employees, agents and representatives shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order.

NOTICE TO CLAIMANTS

11. THIS COURT ORDERS that as soon as practicable, but no later than 5:00 p.m. on December 11, 2020, the Monitor shall cause:
 - (a) a Claims Package to be sent to:
 - (i) each party that appears on the Service List or has requested a Claims Package;
 - (ii) all known Claimants as evidenced by the books and records of the Petitioners at their respective last known addressees as recorded in the Petitioners' books and records; and
 - (b) an Employee Claims Package to be sent to:
 - (i) all Employees who appear on the Service List or have requested an Employee Claims Package; and
 - (ii) all Employees who may have an Employee Claim, as evidenced by the books and records of the Petitioners at their respective last known addresses as recorded in the Petitioners' books and records.
12. THIS COURT ORDERS that the Monitor shall cause the Notice to Claimants to be published, for at least two (2) Business Days, in The Globe and Mail (National Edition) and The Vancouver Sun by no later than 5:00 p.m. on December 22, 2020.
13. THIS COURT ORDERS that the Monitor shall cause the Notice to Claimants, the Claims Package and the Employee Claims Package to be posted to the Monitor's Website by no later than 5:00 p.m. on December 11, 2020.
14. THIS COURT ORDERS that to the extent any Claimant or Employee Claimant requests documents or information relating to the Claims Process or the Employee Claims Process prior to the Claims Bar Date or if the Petitioners or the Monitor become aware of any further Claims, the Monitor shall forthwith send such Claimant or Employee Claimant a Claims Package or an Employee Claims Package, as the case may be, direct such Claimant or Employee Claimant to the documents posted on the Monitor's Website or otherwise respond to the request for documents or information as the Monitor may consider appropriate in the circumstances.

15. THIS COURT ORDERS that the Claims Process and the Employee Claims Process and the forms of Notice to Claimants, Proof of Claim Instruction Letter, D&O Claim Instruction Letter, Employee Letter, Proof of Claim, D&O Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute of Revision or Disallowance are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make minor non-substantive changes to the forms as the Monitor, in its sole discretion, may consider necessary or desirable.
16. THIS COURT ORDERS that any notices of disclaimer or resiliation delivered after the date of this Order to potential Claimants or Employee Claimants in connection with any action taken by the Petitioners to restructure, disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, pursuant to the terms of the Initial Order, shall be accompanied by a Claims Package or Employee Claims Package, as the case may be.
17. THIS COURT ORDERS that the sending of the Claims Package to the Claimants and the Employee Claims Package to the Employee Claimants and the publication of the Notice to Claimants, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the Claims Bar Date and the Restructuring Period Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING OF PROOFS OF CLAIM

(A) Pre-filing and D&O Claims

18. THIS COURT ORDERS that any Claimant that intends to assert a Pre-filing Claim or D&O Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim, as applicable, must be filed by every Claimant in respect of every Pre-filing Claim or D&O Claim, regardless of whether or not a legal proceeding in respect of such Pre-filing Claim or D&O Claim has been previously commenced.
19. THIS COURT ORDERS that any Claimant that does not file a Proof of Claim or D&O Proof of Claim, as applicable, so that such Proof of Claim or D&O Proof of Claim, is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Pre-filing Claim against any of the Petitioners or any D&O Claim relating to such Pre-filing Claim and all such Pre-filing Claims or D&O Claims shall be forever extinguished;

- (b) will not be permitted to vote at any Meeting on account of such Pre-filing Claim(s) or D&O Claim(s) relating to the Pre-filing Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Petitioners become aware that such Claimant has any other Claim; and
- (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Pre-filing Claim(s) or D&O Claim(s).

(B) Restructuring Period Claims

- 20. THIS COURT ORDERS that upon becoming aware of a circumstance giving rise to a Restructuring Period Claim, the Monitor shall send a Claims Package to the Claimant in respect of such Restructuring Period Claim in the manner provided for herein.
- 21. THIS COURT ORDERS that any Claimant that intends to assert a Restructuring Period Claim or D&O Claim relating to a Restructuring Period Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Restructuring Period Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim must be filed by every Claimant in respect of every Restructuring Period Claim or D&O Claim relating to a Restructuring Period Claim, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim or D&O Claim has been previously commenced.
- 22. THIS COURT ORDERS that any Claimant that does not file a Proof of Claim or D&O Proof of Claim, as applicable, so that such Proof of Claim or D&O Proof of Claim is received by the Monitor on or before the Restructuring Period Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Restructuring Period Claim against either of the Petitioners or any D&O Claim relating to such Restructuring Period Claim and all such Restructuring Period Claim or D&O Claims shall be forever extinguished;
 - (b) will not be permitted to vote at any Meeting on account of such Restructuring Period Claim(s) or D&O Claim(s);
 - (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Petitioners become aware that such Claimant has any other Restructuring Period Claim or D&O Claim relating to the Restructuring Period Claim; and
 - (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Restructuring Period Claim(s) or D&O Claim(s).

(C) Employee Claims

23. In the event an Employee Claimant receives an Employee Claims Package and such Employee Claimant agrees with the assessment of the amount and classification of its Employee Claim as set out in the Employee Letter, they need not file a Proof of Claim or take any further action and upon no further action being taken by the Claims Bar Date, the Employee Claim shall be deemed proven.
24. In the event an Employee Claimant receives an Employee Claims Package and such Employee Claimant disagrees with the assessment of either the amount or classification (or both) of their Employee Claim as set out in the Employee Letter, they must deliver a Proof of Claim setting out their Employee Claim so that it is received by the Monitor and the Petitioners by no later than the Claims Bar Date.
25. THIS COURT ORDERS that any Employee Claimant that does not file a Proof of Claim so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:
- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Employee Claim other than the Employee Claim as set out in the respective Employee Letter against either of the Petitioners and any such further Employee Claim(s) shall be forever extinguished;
 - (b) will not be permitted to vote at any Meeting on account of such further Employee Claim(s);and
 - (c) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such further Employee Claim(s).

ADJUDICATION OF CLAIMS

26. THIS COURT ORDERS that the Monitor shall review all Proofs of Claim received on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, in consultation with the Petitioners, and shall accept, revise or reject each Claim. With respect to a D&O Claim set out in a D&O Proof of Claim, the Monitor shall, in consultation with the Petitioners and the Directors and Officers named in respect of such D&O Claim as to the merits of such Claim(s), as applicable, accept, revise or reject such D&O Claim.
27. THIS COURT ORDERS that if the Monitor intends to revise or reject a Claim, the Monitor shall notify the Claimant or Employee Claimant who has delivered such Proof of Claim or D&O Proof of Claim, as applicable, that such Claim has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance by no later than March 22, 2021, unless otherwise ordered by this Court on application by the Monitor.

28. THIS COURT ORDERS that any Claimant or Employee Claimant who intends to dispute a Notice of Revision or Disallowance hereof shall:
- (a) deliver a completed Notice of Dispute of Revision or Disallowance, along with the reasons for the dispute, to the Monitor by no later than thirty (30) days after the date on which the Claimant or Employee Claimant is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in writing; and
 - (b) in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Petitioners, the Monitor shall refer the dispute raised in the Notice of Dispute of Revision or Disallowance to a Claims Officer or the Court for adjudication at its election.
29. THIS COURT ORDERS that where a Claimant or Employee Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute of Revision or Disallowance by the time set out in paragraph 28, such Claimant's or Employee Claimant's Claim or D&O Claim relating to such Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such Claimant or Employee Claimant shall have no further right to dispute same.
30. THIS COURT ORDERS that, following the issuance of a Notice of Revision or Disallowance, the Monitor may refer any Claim to a Claims Officer or the Court for adjudication at its election by sending written notice to the Claimant or Employee Claimant at any time.
31. THIS COURT ORDERS that in the event the Monitor receives sufficient proof that all or any portion of a Claim has been paid by a party other than the Petitioners, such Claim shall be reduced by the amount of such payment or, if paid in full, the Claimant holding such Claim will not be permitted to participate in any distribution under any Plan, if applicable.
32. THIS COURT ORDERS that on or before April 30, 2021, the Monitor shall serve on the Service List and file with the Court a list of all Claims.

CLAIMS OFFICERS

33. THIS COURT ORDERS that Herman Van Ommen, Q.C., and such other Persons as may be appointed by the Court from time to time on application of the Monitor, be and they are hereby appointed as Claims Officers for the claims procedure described herein.
34. THIS COURT ORDERS that the decision as to whether any Claim not resolved between a Claimant, the Monitor and the Petitioner should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the Monitor.

35. THIS COURT ORDERS that notwithstanding paragraph 34 above and paragraph 36 below, and unless otherwise agreed by the parties, Mr. Van Ommen, Q.C. will adjudicate any disputed Claim of landlords whose leases have been disclaimed in the course of this proceeding, without any requirement for such landlords to deliver a Notice of Dispute following the Monitor's issuance of a Notice of Revision or Disallowance, and the procedure for such adjudication, including without limitation, examinations of witnesses or deliver of expert reports, be determined and agreed by such landlords, the Monitor and Mr. Van Ommen, Q.C. or, failing such agreement, as determined by this Court.
36. THIS COURT ORDERS that a Claims Officer shall determine the validity and amount of disputed Claims in accordance with this Order and to the extent necessary may determine whether any Claim or part thereof constitutes an Excluded Claim and shall provide written reasons. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced.
37. THIS COURT ORDERS that the Monitor, the Claimant, Employee Claimant or the applicable Petitioner may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the value of any Claim, appeal such determination to the Court by filing a notice of appeal.
38. THIS COURT ORDERS that any appeal described in paragraph 37 above shall be true appeals and not hearings *de novo*, and no party shall be entitled to file evidence with the Court that was not provided to the Monitor or a Claims Officer in the Claims Process.
39. THIS COURT ORDERS that if no party appeals the determination of value of a Claim by a Claims Officer within the time set out in paragraph 37, above, the decision of the Claims Officer in determining the value of the Claim shall be final and binding upon the relevant Petitioner, the Monitor, and the Claimant or Employee Claimant, and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

NOTICE OF TRANSFEREES

40. THIS COURT ORDERS that from the date of this Order until seven (7) days prior to the date fixed by the Court for any distribution in the CCAA Proceedings or any other proceeding, including a bankruptcy, to the extent required, leave is hereby granted to permit a Claimant or Employee Claimant to provide notice of assignment or transfer of a Claim to any third party to the Monitor.
41. THIS COURT ORDERS that subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Petitioners shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory

evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" or "Employee Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim or takes the Claim subject to any rights 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.

42. THIS COURT ORDERS that no transfer or assignment shall be effective for voting purposes at any Meeting unless sufficient notice and evidence of such transfer or assignment has been received by the Monitor no later than 5:00 p.m. on the date that is seven (7) days prior to the date fixed by the Court for any Meeting, failing which the original Claimant or Employee Claimant shall have all applicable rights as the "Claimant" or "Employee Claimant" with respect to such Claim as if no transfer or assignment of the Claim had occurred.

SERVICE AND NOTICE

43. THIS COURT ORDERS that the Monitor may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Claims Package and the Employee Claims Package, and any letters, notices or other documents, to the Claimants, Employee Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Petitioners or set out in such Claimant's or Employee Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
44. THIS COURT ORDERS that any notice or communication required to be provided or delivered by a Claimant or Employee Claimant to the Monitor under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email addressed to:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6

Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

45. THIS COURT ORDERS that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices 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 Order.

MISCELLANEOUS

46. THIS COURT ORDERS that the Monitor may from time to time apply to this Court to extend the time for any action which the Monitor is required to take if reasonably required to carry out its duties and obligations pursuant to this Order and for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.
47. THIS COURT ORDERS that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the D&O Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Petitioners' insurance and any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, 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 either of 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 she is covered by, the Petitioners' insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against a Petitioner or Director or Officer as applicable.
48. This Order shall have full force and effect in all provinces and territories in Canada.
49. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, 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, or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners, and the Monitor and their respective agents in carrying out the terms of this Order.

50. The Petitioners, the Monitor, and any other party may apply to this Court for advice and direction, or to seek relief in respect of any matters arising from or under this Order, including without limitation, as necessary, the interpretation of this Order or the implementation thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.
51. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of
 party lawyer for the Petitioners

Scott M. Boucher



By the Court.

Registrar

SCHEDULE "A"
LIST OF COUNSEL

COUNSEL	NAME OF PARTY(IES) REPRESENTED
Mary I.A. Buttery, Q.C. H. Lance Williams	The Monitor, Alvarez & Marsal Canada Inc.
Philip Cho	Plateau Village Properties Inc.
Colin Gusikoski	Kevin Harding and certain other co-operative members and Lorne Hoover on his own behalf and on behalf of former MEC employees that have a claim against MEC
Ryann Atkins	Midtown Plaza Inc.
Elliot H. Bridgewater	BC Coop Association and Cooperatives and Mutuals Canada
Trevor Batty	Brookfield Residential (Alberta) LP

SCHEDULE “B”

GUIDE TO COMPLETING THE D&O PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS AND/OR OFFICERS OF MOUNTAIN EQUIPMENT CO-OPERATIVE AND 1314625 ONTARIO LIMITED (THE “PETITIONERS”)

This Guide has been prepared to assist Claimants in filling out the D&O Proof of Claim form for Claims against the Directors and/or Officers (present and former) of the Petitioners. If you have any additional questions regarding completion of the D&O Proof of Claim, please consult the Monitor's website at www.alvarezandmarsal.com/MEC or contact the Monitor, whose contact information is shown below.

The D&O Proof of Claim form is for Claimants asserting a Claim against any Directors and/or Officers of the Petitioners, and NOT for Claims against the Petitioners themselves. For Claims against the Petitioners, please use the form titled “Proof of Claim Form for Claims against the Petitioners”, which is available on the Monitor's website at www.alvarezandmarsal.com/MEC.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Process Order made on November 27, 2020 (the “**Claims Process Order**”), the terms of the Claims Process Order will govern. Unless otherwise defined, all capitalized terms used herein have the meanings given to them in the Claims Process Order.

Additional copies of the D&O Proof of Claim form may be found at the Monitor's website at www.alvarezandmarsal.com/MEC.

SECTION 1 – DEBTOR(S)

- 1 The full name of all the Directors and/or Officers (present and former) of the Petitioners against whom the Claim is asserted must be listed. If there are insufficient lines to record each such name, attach a separate schedule indicating the required information.

SECTION 2(a) – ORIGINAL CLAIMANT

- 1 A separate D&O Proof of Claim must be filed by each legal entity or person asserting a Claim against the Petitioners' Directors or Officers.
- 2 The Claimant shall include any and all D&O Claims it asserts against the Petitioners' Directors or Officers in a single D&O Proof of Claim.
- 3 The full legal name of the Claimant must be provided.
- 4 If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
- 5 If the D&O Claim has been acquired from another party, Section 2(b) must also be completed.

- 6 Unless the D&O Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.

SECTION 2(b) – PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE

- 1 If the Claimant acquired its D&O Claim by assignment or other transfer, then Section 2(b) must be completed.
- 2 The full legal name of the original holder of the D&O Claim must be provided.
- 3 If the original holder of the D&O Claim operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.

SECTION 3 – AMOUNT AND TYPE OF D&O CLAIM OF CLAIMANT AGAINST DEBTOR(S)

- 1 If the D&O Claim arose in respect of the period prior to September 14, 2020, then indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the space reserved for D&O Claims in respect of the Pre-Filing Period in the “Amount of Claim” column, including interest up to and including September 14, 2020.¹
- 2 If the D&O Claim arose in respect of the period on or after September 14, 2020, then indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the space reserved for D&O Claims in respect of the Restructuring Period in the “Amount of Claim” column.
- 3 If there are insufficient lines to record each D&O Claim amount, attach a separate schedule indicating the required information.

CURRENCY

- 1 The amount of the D&O Claim must be provided in the currency in which it arose.
- 2 Indicate the appropriate currency in the Currency column.
- 3 If the D&O Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- 4 If necessary, currency will be converted in accordance with the Claims Process Order.

¹ Interest accruing from the Filing Date (September 14, 2020) shall not be included in any Claim.

SECTION 4 – DOCUMENTATION

- 1 Attach to the D&O Proof of Claim form all particulars of the Claim and supporting documentation, including amount and description of transaction(s) or agreement(s), and the legal basis for the D&O Claim against the specific Directors or Officers at issue.

SECTION 5 – CERTIFICATION

- 1 The person signing the D&O Proof of Claim should:
 - (a) be the Claimant or authorized representative of the Claimant;
 - (b) have knowledge of all the circumstances connected with this D&O Claim;
 - (c) assert the Claim against the Debtor(s) as set out in the D&O Proof of Claim and certify all supporting documentation is attached; and
 - (d) have a witness to its certification.
- 2 By signing and submitting the D&O Proof of Claim, the Claimant is asserting the Claim against the Debtor(s) named in the D&O Proof of Claim.

SECTION 6 – FILING OF CLAIM AND APPLICABLE DEADLINES

- 1 All D&O Proofs of Claim in respect of D&O Claims arising prior to September 14, 2020 MUST be received by the Monitor on or before 5:00 p.m. (Vancouver time) on February 10, 2021 (the “Claims Bar Date”).
- 2 All D&O Proofs of Claim in respect of D&O Claims arising on or after September 14, 2020 MUST be received by the Monitor by 5:00 p.m. (Vancouver time) on the date (the “Restructuring Period Claims Bar Date”) that is the later of (i) the date that is 45 days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date.
- 3 D&O Proofs of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at the following address:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

Failure to file your D&O Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. (Vancouver time) on the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, WILL result in your Claim being barred and you will be prevented from making or enforcing your Claim against the Directors and Officers of the

Petitioners. In addition, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Petitioners' CCAA proceedings.

SCHEDULE "C"

**D&O PROOF OF CLAIM FORM
FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF MOUNTAIN EQUIPMENT
CO-OPERATIVE AND 1314625 ONTARIO LIMITED (THE "PETITIONERS")**

This form is to be used only by Claimants asserting a Claim against any Directors and/or Officers of the Petitioners and NOT for Claims against the Petitioners themselves. For Claims against the Petitioners, please use the form titled "Proof of Claim Form for Claims against the Petitioners", which is available on the Monitor's website at www.alvarezandmarsal.com/MEC.

4 NAME(S) OF OFFICER(S) AND/OR DIRECTOR(S) (THE "DEBTOR(S)") THE CLAIM IS BEING MADE AGAINST:

Debtor(s): _____

5 (A) PARTICULARS OF CLAIMANT

Full Legal Name of Claimant:

Full Mailing Address of Claimant:

Telephone Number of Claimant:

Facsimile Number of Claimant:

E-mail Address of Claimant:

Attention (Contact Person):

(B) PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE

- (i) Has the Claimant acquired this Claim by Assignment? Yes No
- (ii) If yes, attach documents evidencing assignment and provide full particulars of the original Claimant from whom you acquired the Claim from:

Full Legal Name of original Claimant: _____

Full Mailing Address of original Claimant: _____

Telephone Number of original Claimant: _____

Facsimile Number of original Claimant: _____

E-mail Address of original Claimant: _____

Attention (Contact Person): _____

6 AMOUNT OF CLAIM

The Debtor(s) was/were and still is/are indebted to the Claimant as follows:

Name(s) of Director(s) and/or Officers	Currency	Amount of D&O Claim in respect of the <u>Pre-Filing Period</u> (including interest up to and including September 14, 2020)	Amount of D&O Claim in respect of the <u>Restructuring Period</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7 DOCUMENTATION

Provide all particulars of the D&O Claim and supporting documentation, including any Claim assignment/transfer agreement or similar documentation, if applicable, and including amount and description of transaction(s) or agreement(s), and the legal basis for the D&O Claim against the specific Directors or Officers at issue.

8 CERTIFICATION

I hereby certify that:

- (a) I am the Claimant or authorized representative of the Claimant.
- (b) I have knowledge of all the circumstances connected with this Claim.
- (c) The Claimant asserts this Claim against the Debtor(s) as set out above.
- (d) Complete documentation in support of this Claim is attached.

Signature: _____ Witness: _____
(signature)

Name: _____

Title: _____ (print)

Dated at _____ this _____ day of _____, 20____.

9 FILING OF CLAIMS AND APPLICABLE DEADLINES

All D&O Proofs of Claim in respect of D&O Claims arising prior to September 14, 2020 MUST be received by the Monitor on or before 5:00 p.m. (Vancouver time) on **February 10, 2021** (the "Claims Bar Date").

All D&O Proofs of Claim in respect of D&O Claims arising on or after September 14, 2020 MUST be returned to and received by the Monitor by 5:00 p.m. (Vancouver time) on the later of (i) the date that is 45 days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date (the "**Restructuring Period Claims Bar Date**").

In each case, completed forms must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at the following address:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

Failure to file your D&O Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. (Vancouver time) on the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, WILL result in your Claim being barred and you will be prevented from making or enforcing your Claim against the Directors and Officers of the Petitioners. In addition, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Petitioners' CCAA proceedings.

SCHEDULE “D”

EMPLOYEE LETTER

(LETTERHEAD OF THE MONITOR)

●, 2020

TO: [Name and Address of Employee Claimant]

To [Name of Employee Claimant]:

Re: Employee Claims Process in the CCAA Proceedings of Mountain Equipment Co-Operative and 1314625 Ontario Limited (the “Petitioners”) (Court File No. CV-17-11846-00CL)

Recently, on November 27, 2020, the British Columbia Supreme Court issued an order (the “**Claims Process Order**”) in the *Companies’ Creditors Arrangement Act* proceedings of the Petitioners, commencing a claims process (the “**Claims Process**”) and an employee claims process (the “**Employee Claims Process**”) for the purpose of identifying and determining all Claims against the Petitioners and their respective current and former directors and officers.

Capitalized terms used but not defined herein have the meanings ascribed to them in the Claims Process Order.

Under the Claims Process Order, a copy of which is enclosed with this Employee Claims Package, Employee Claimants are to be provided with this Employee Letter, which includes the below assessment of your Employee Claim. The assessment of your Employee Claim below has been prepared by the Petitioners with the assistance of Alvarez & Marsal Canada Inc., as court appointed monitor in this CCAA proceeding (the “**Monitor**”), based on the books and records of the Petitioners.

The Monitor and the Petitioners have made best efforts to find any employment contract with the Petitioner Mountain Equipment Co-operative you may have had, and if one was found, a copy of that contract has been attached to this letter for your reference.

According to the books, records and other relevant information in the possession of the Petitioners, your Employee Claim has been assessed as set out below:

Name of Employee Claimant	Amount of Claim ¹	Nature of Claim

¹ If applicable, additional information with respect to the Employee Claim is provided in a schedule to this Employee Letter

To be clear, if you agree with the amount and classification of your Employee Claim, as set out in the above assessment, there is NO need for you to take action in connection with this Employee Claims Process, or file any Proof of Claim in respect of your Employee Claim.

If you disagree with the amount or classification of your Employment Claim, as set out in the above assessment, you are required to file a Proof of Claim with the details of your Employee Claim with the Monitor before 5:00 p.m. (Vancouver time) on February 10, 2021 (the “Claims Bar Date”). A Proof of Claim form and Proof of Claim Instruction Letter are enclosed with this Employee Claims Package.

It is important that you provide ALL reasons for disputing your proof of claim and any documentation and information in support of your Proof of Claim to the Monitor by the Claims Bar Date, including but not limited to the details of any legal issues that you intend to raise with respect to your claim, any facts or circumstances relevant to your proof of claim and all relevant documents, including but not limited to: payroll remittance stubs, employment contracts, email and correspondence from Human Resources in respect of compensation matters, details supporting any recalculation of your Employee Claim, correspondence to the Petitioners from your legal counsel and/or correspondence from provincial employment standards personnel in respect of any recalculation of your Employee Claim, and other such documentation.

Under the Claims Process Order, appeals from determinations of any claims will be conducted as true appeals, and you may be barred from submitting further evidence or advancing further legal positions at a later date if such evidence and legal positions were not included in your Proof of Claim.

In each case, completed forms must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at the following address:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. (Vancouver time) on the Claims Bar Date, WILL result in your Employee Claim being confirmed in the amount of the above assessment, and you will not have any further recourse to seek any different amount if you believe you are entitled to some other amount.

This information will also be available on the Monitor's website at www.alvarezandmarsal.com/MEC. We would recommend checking the Monitor's website periodically/monthly.

If you have questions with respect to the foregoing, you may contact the Monitor at:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

Yours truly,

Alvarez & Marsal Canada Inc., in its capacity as
Court-appointed Monitor of the
Petitioners

SCHEDULE “E”
NOTICE TO CREDITORS AND OTHERS OF FILING OF CLAIMS AGAINST
MOUNTAIN EQUIPMENT CO-OPERATIVE AND 1314625 ONTARIO LIMITED (THE
“PETITIONERS”) AND/OR THEIR DIRECTORS AND OFFICERS

**RE: NOTICE OF CLAIMS PROCESS AND CLAIMS BAR DATE IN COMPANIES’
CREDITORS ARRANGEMENT ACT PROCEEDINGS OF THE PETITIONERS**

PLEASE TAKE NOTICE that on November 27, 2020, the British Columbia Supreme Court issued an order (the “**Claims Process Order**”) in the *Companies’ Creditors Arrangement Act* proceedings of the Petitioners, commencing a claims process (the “**Claims Process**”) and employee claims process (the “**Employee Claims Process**”) for the purpose of identifying and determining all Claims against the Petitioners and their respective Directors and Officers (including former directors and officers). v Please review the Claims Process Order for the complete definitions of “**Claim**”, “**Pre-Filing Claim**”, “**Restructuring Period Claim**”, “**Employee Claim**”, and “**D&O Claim**” to which the Claims Process applies.

The Claims Process Order requires that with the exception of Employee Claimants that agree with their assessed Employee Claims (as discussed below), all Persons who assert or wish to assert a Claim against the Petitioners, whether unliquidated, contingent or otherwise, and all Persons who assert a Claim against Directors or Officers of the Petitioners, MUST file a Proof of Claim or D&O Proof of Claim, as applicable, with Alvarez & Marsal Canada Inc. in its capacity as Monitor of the Petitioners (the “**Monitor**”) on or before 5:00 p.m. (Vancouver time) on February 10, 2021 (the “**Claims Bar Date**”), or in the case of a Restructuring Period Claim, on or before the applicable Restructuring Period Claims Bar Date.

Employee Claimants will receive an Employee Letter in the Employee Claims Package that will include an assessment of the classification, amount and nature of their Employee Claim, as determined by the Petitioners, with the assistance of the Monitor, based on the books and records of the Petitioners.

Those Employee Claimants who accept the assessment of their Employee Claims as set out in the Employee Letter are not required to file a Proof of Claim, and if they do not file a Proof of Claim by the Claims Bar Date, their Employee Claim (as set out in the Employee Letter), will be deemed proven.

For any Employee Claimants who wish to dispute with the classification, amount and/or nature of their Employee Claims as set out in the Employee Letter, or to assert an additional Claim in relation to the Petitioners, such Employee Claimant must file a Proof of Claim with the Monitor on or before 5:00 p.m. on the Claims Bar Date or Restructuring Period Claims Bar Date, as applicable.

Proofs of Claim in respect of Pre-Filing Claims against either of the Petitioners, D&O Proofs of Claim against any of the Directors and/or Officers of the Petitioners, and Employee Claims must be completed and filed with the Monitor on or before the Claims Bar Date.

The Restructuring Period Claims Bar Date is 5:00 pm (Vancouver time) on the date that is the later of (i) 45 days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date. Proofs of Claim and D&O Proofs of

Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

Only Proofs of Claim and D&O Proofs of Claim actually received by the Monitor on or before 5:00 p.m. (Vancouver time) on February 10, 2021 or in the case of a Restructuring Period Claim, on or before the Restructuring Period Claims Bar Date, will be considered filed on time.

FAILURE TO FILE A PROOF OF CLAIM OR D&O PROOF OF CLAIM SO IT IS RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING BARRED AND EXTINGUISHED FOREVER.

Pursuant to the Claims Process Order, Claims Packages and Employee Claims Packages, including the form of Proof of Claim and D&O Proof of Claim, will be sent by the Monitor to all known Claimants and Employee Claimants with potential Claims above \$1,000. A copy of the Claims Process Order, the Claims Package, and the Employee Claims Package (including copies of the Proof of Claim and D&O Proof of Claim forms), and other public information concerning these CCAA Proceedings may also be found at the Monitor's website at www.alvarezandmarsal.com/MEC.

Claimants and Employee Claimants requiring further information or claim documentation, or who wish to submit a Proof of Claim or D&O Proof of Claim to the Monitor, may contact the Monitor at the following address:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

DATED this _____ day of December, 2020.

Alvarez & Marsal Canada Inc.,
in its capacity as Court-appointed Monitor
of the Petitioners

12 DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:

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

Type of Claim	Amount allowed by Monitor as unsecured (Notice of Revision or Disallowance)	Amount allowed by Monitor as secured (Notice of Revision or Disallowance)	Amount claimed by Claimant or Employee Claimant as unsecured	Amount claimed by Claimant or Employee Claimant as secured
A. Pre-Filing Claim	\$	\$	\$	\$
B. Restructuring Period Claim	\$	\$	\$	\$
C. Employee Claim	\$	\$	\$	\$
D. D&O Claim in respect of Pre-Filing Period	\$	\$	\$	\$
E. D&O Claim in respect of Restructuring Period	\$	\$	\$	\$
F. Total Claim	\$	\$	\$	\$

(Insert particulars of your Claim per the Notice of Revision or Disallowance, and the value of your Claim as asserted by you).

13 REASONS FOR DISPUTE

(Provide full particulars of why you dispute the Monitor’s revision or disallowance of your Claim as set out in the Notice of Revision or Disallowance, and provide all supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the value of the Claim as stated by you in item 3, above.)

accordance with paragraph 28 of the Claims Process Order, a copy of which can be found on the Monitor's website at www.alvarezandmarsal.com/MEC). Delivery to the Monitor may be made by ordinary prepaid mail, registered mail, courier, personal delivery, facsimile transmission or email to the address below:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

In accordance with the Claims Process Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, YOUR CLAIM AS SET OUT IN THE NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

SCHEDULE G

NOTICE OF REVISION OR DISALLOWANCE

**Regarding Claims against Mountain Equipment Co-Operative And 1314625 Ontario Limited (the “Petitioners”) or
D&O Claims against the Directors and/or Officers of the Petitioners**

TO: [INSERT NAME AND ADDRESS OF CLAIMANT OR EMPLOYEE CLAIMANT]
(the “Claimant”)

FROM: Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Monitor of the Petitioners (the “Monitor”)

RE: Claim Reference Number: _____

Capitalized terms used but not defined in this Notice of Revision or Disallowance shall have the meanings ascribed to them in the Order of the British Columbia Supreme Court in the CCAA proceedings of the Petitioners dated November 27, 2020 (the “Claims Process Order”). You can obtain a copy of the Claims Process Order on the Monitor’s website at www.alvarezandmarsal.com/MEC.

Pursuant to the Claims Process Order, the Monitor hereby gives you notice that it has reviewed your Proof of Claim or D&O Proof of Claim and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Process Order, your Claim will be as follows:

Type of Claim	Amount as submitted		Amount allowed by Monitor	Amount allowed as secured	Amount allowed as unsecured
	Original Currency				
A. Pre-Filing Claim		\$	\$	\$	\$
B. Restructuring Period Claim		\$	\$	\$	\$
C. Employee Claim		\$	\$	\$	\$
D. D&O Claim in respect of Pre-Filing Period		\$	\$	\$	\$
E. D&O Claim in respect of Restructuring Period		\$	\$	\$	\$

F. Total Claim		\$	\$	\$	\$
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Reasons for Revision or Disallowance:

If you intend to dispute this Notice of Revision or Disallowance, you must, by no later than 5:00 p.m. (Vancouver time) on the day that is **thirty (30) days after this Notice of Revision or Disallowance is deemed to have been received by you** (in accordance with paragraph 28 of the Claims Process Order), deliver a Notice of Dispute of Revision or Disallowance to the Monitor (by ordinary prepaid mail, registered mail, courier, personal delivery, facsimile transmission or email) at the address listed below.

If you do not dispute this Notice of Revision or Disallowance in the prescribed manner and within the aforesaid time period, your Claim shall be deemed to be as set out herein.

If you agree with this Notice of Revision or Disallowance, there is no need to file anything further with the Monitor.

The address of the Monitor is set out below:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

In accordance with the Claims Process Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Notice of Dispute of Revision or Disallowance is enclosed and can also be accessed on the Monitor's website at www.alvarezandmarsal.com/MEC.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 20__.

Alvarez & Marsal Canada Inc.

SCHEDULE "H"

**PROOF OF CLAIM FORM
FOR CLAIMS AGAINST MOUNTAIN EQUIPMENT CO-OPERATIVE AND 1314625 ONTARIO
LIMITED (THE "PETITIONERS")**

14 NAME OF THE PETITIONER OR PETITIONERS (THE "DEBTOR(S)") THE CLAIM IS BEING MADE AGAINST:

Debtor(s): _____

15 (A) PARTICULARS OF CLAIMANT OR EMPLOYEE CLAIMANT

Full Legal Name of Claimant or Employee
Claimant:

Full Mailing Address of Claimant or
Employee Claimant:

Telephone Number of Claimant or
Employee Claimant:

Facsimile Number of Claimant or
Employee Claimant:

E-mail Address of Claimant or Employee
Claimant:

Attention (Contact Person):

(B) PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE

- (i) Has the Claimant or Employee Claimant acquired this Claim by assignment? Yes No
- (ii) If yes, attach documents evidencing assignment and provide full particulars of the original Claimant from whom the Claim was acquired from:

Full Legal Name of original Claimant: _____

Full Mailing Address of original Claimant: _____

Telephone Number of original Claimant: _____

Facsimile Number of original Claimant: _____

E-mail Address of original Claimant: _____

Attention (Contact Person): _____

16 AMOUNT AND TYPE OF CLAIM

The Debtor was and still is indebted to the Claimant or Employee Claimant as follows:

Currency:	Amount of <u>Pre-Filing</u> Claim (including interest up to and including September 14, 2020) ¹ :	Whether Claim is Secured:	Value of Security Held, if any ² :
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____

¹ Interest accruing from the Filing Date (September 14, 2020) shall not be included in any Claim.

² If the Claim is secured, provide full particulars of the security, including the date on which the security was given, the value for 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. This information may be provided in a separate schedule, if necessary.

Currency:	Amount of <u>Restructuring Period</u> Claim:	Whether Claim is Secured:	Value of Security Held, if any:
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____

Currency:	Amount of <u>Employee</u> Claim:	Whether Claim is Secured:	Value of Security Held, if any:
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____

17 DOCUMENTATION

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant or the Employee Claimant and estimated value of such security.

It is important that you provide ALL reasons for disputing your proof of claim and any documentation and information in support of your Proof of Claim to the Monitor by the Claims Bar Date, including but not limited to the details of any legal issues that you intend to raise with respect to your claim, any facts or circumstances relevant to your proof of claim and all relevant documents, including but not limited to: payroll remittance stubs, employment contracts, email and correspondence from Human Resources in respect of compensation matters, details supporting any recalculation of your Employee Claim, correspondence to the Petitioners from your legal counsel and/or correspondence from provincial employment standards personnel in respect of any recalculation of your Employee Claim, and other such documentation.

Under the Claims Process Order, appeals from determinations of any claims will be conducted as true appeals, and you may be barred from submitting further evidence or advancing further legal positions at a later date if such evidence and legal positions were not included in your Proof of Claim.

We have attached a form for you to provide details of your claim as "Appendix 1". However, if you require further space to set out the details of your claim, please submit such details in the form of your choosing. Please feel free to contact the Monitor should you have any questions about how to complete the Proof of Claim.

18 CERTIFICATION

I hereby certify that:

- (a) I am the Claimant, Employee Claimant or authorized representative of the Claimant or Employee Claimant.
- (b) I have knowledge of all the circumstances connected with this Claim.
- (c) The Claimant or Employee Claimant asserts this Claim against the Debtor(s) as set out above.
- (d) Complete documentation in support of this Claim is attached.

Signature: _____ Witness: _____

(signature)

Name: _____

Title: _____

(print)

Dated at _____ this ____ day of _____, 20____.

19 FILING OF CLAIM AND APPLICABLE DEADLINES

For Pre-Filing Claims and Employee Claims, this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Vancouver time) on February 10, 2021 (the “**Claims Bar Date**”).

For Restructuring Period Claims, this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Vancouver time) on the later of (i) the date that is 45 days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date (the “**Restructuring Period Claims Bar Date**”).

In each case, completed forms must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at the following address:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. (Vancouver time) on the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, WILL result in your Claim being forever barred and you will be prevented from making or enforcing your Claim against the Petitioners. In addition, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Petitioners’ CCAA proceedings.

SCHEDULE "I"

GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST MOUNTAIN EQUIPMENT CO-OPERATIVE AND 1314625 ONTARIO LIMITED (THE "PETITIONERS")

This Guide has been prepared to assist Claimants and Employee Claimants in filling out the Proof of Claim form for Claims against the Petitioners. If you have any additional questions regarding completion of the Proof of Claim form, please consult the Monitor's website at www.alvarezandmarsal.com/MEC or contact the Monitor, whose contact information is shown below.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Process Order made on November 27, 2020 (the "**Claims Process Order**"), the terms of the Claims Process Order will govern. Unless otherwise defined, all capitalized terms used herein have the meanings given to them in the Claims Process Order.

A copy of the Claims Process Order and additional copies of the Proof of Claim form may be found at the Monitor's website. Claimants and Employee Claimants can, and are in fact strongly encouraged to, submit their Proof of Claim at the Monitor's website at www.alvarezandmarsal.com/MEC.

SECTION 1 – DEBTOR(S)

20 The full name of the Petitioner against which the Claim is asserted must be listed.

SECTION 2(a) – CLAIMANT

- 1 A separate Proof of Claim must be filed by each legal entity or person asserting a Claim against the Petitioners, or any of them.
- 2 The Claimant or Employee Claimant shall include any and all Claims asserted against the Petitioners, or any of them, in a single Proof of Claim.
- 3 The full legal name of the Claimant or Employee Claimant must be provided.
- 4 If the Claimant or Employee Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
- 5 If the Claim has been acquired via assignment or other transfer from another party, Section 2(b) must also be completed.
- 6 Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the Claimant or Employee Claimant at the address indicated in this section.

SECTION 2(b) – PARTICULARS OF ORIGINAL CLAIMANT OR EMPLOYEE CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE

- 1 If the Claimant or Employee Claimant acquired its Claim by assignment or other transfer from an original holder of the Claim, then Section 2(b) must be completed, and all documents evidencing the assignment must be attached.
- 2 The full legal name of the original holder of the Claim must be provided.
- 3 If the original holder of the Claim operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.

SECTION 3 – AMOUNT AND TYPE OF CLAIM

Amount

- 1 If the Claim is a *Pre-Filing Claim* within the meaning of the Claims Process Order, then indicate the amount that each of the Petitioners was and still is indebted to the Claimant in the space reserved for Pre-Filing Claims in the “Amount of Claim” column, including interest up to and including September 14, 2020.
- 2 If the Claim is a *Restructuring Period Claim* within the meaning of the Claims Process Order, then indicate the Claim amount that each of the Petitioners was and still is indebted to the Claimant or Employee Claimant in the space reserved for Restructuring Period Claims in the “Amount of Claim” column (which is below the space reserved for Pre-Filing Claims).

For reference, a “**Restructuring Period Claim**” means any right or claim of any Person against either of the Petitioners in connection with any indebtedness, liability or obligation of any kind whatsoever owed by either such Petitioner to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by such Petitioner on or after September 14, 2020 of any contract, lease or other agreement whether written or oral.

- 3 If the Claim is an *Employee Claim* within the meaning of the Claims Process Order, then indicate the amount of the Employee Claim that is a Pre-Filing Claim or Restructuring Period Claim, as applicable, in the space reserved for such Claims in the “Amount of Claim” column.
- 4 If there are insufficient lines to record each Claim amount, attach a separate schedule indicating the required information.

Currency

- 1 The amount of the Claim must be provided in the currency in which it arose.
- 2 Indicate the appropriate currency in the “Currency” column.
- 3 If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.

- 4 If necessary, currency will be converted in accordance with the Claims Process Order.

Whether Claim is Secured and Value of Security

- 1 Check the appropriate box if the Claim recorded on that line is a secured claim. If it is, indicate the value which you ascribe to the assets charged by your security in the adjacent column.
- 2 If the Claim is secured, on a separate schedule provide 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 and the basis for such valuation and attach a copy of the security documents evidencing the security.

SECTION 4 – SUPPORTING DOCUMENTATION

- 1 Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, any claim assignment/transfer agreement or similar document, if applicable, the name of any guarantor(s) which has guaranteed the Claim, the amount of invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the security, if any, granted by the affected Petitioner to the Claimant or Employee Claimant and the estimated value of such security.

SECTION 5 – CERTIFICATION

- 1 The person signing the Proof of Claim should:
 - (a) be the Claimant or Employee Claimant or authorized representative of the Claimant or Employee Claimant;
 - (b) have knowledge of all the circumstances connected with this Claim;
 - (c) assert the Claim against the Debtor(s) as set out in the Proof of Claim and certify all supporting documentation is attached; and
 - (d) have a witness to its certification.
- 2 By signing and submitting the Proof of Claim, the Claimant or Employee Claimant is asserting the Claim against each of the Petitioners named as a “Debtor” in the Proof of Claim.

SECTION 6 – FILING OF CLAIM

- 1 If your Claim is a Pre-Filing Claim or Employee Claim within the meaning of the Claims Process Order, the Proof of Claim MUST be returned to and received by the Monitor on or before 5:00 p.m. (Vancouver time) on February 10, 2021 (the “Claims Bar Date”).
- 2 If your Claim is a Restructuring Period Claim within the meaning of the Claims Process Order, the Proof of Claim MUST be returned to and received by the Monitor by 5:00 p.m. (Vancouver time) on the date (the “Restructuring Period Claims Bar Date”) that is the later of (i) the date that is 45 days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date.

- 3 Proofs of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at the following address:

Alvarez & Marsal Canada Inc.
400 Burrard St #1680
Vancouver, BC V6C 3A6
Attention: Nishant Virmani
Email: MEC@alvarezandmarsal.com
Fax: (604) 638-7441

Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. (Vancouver time) on the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, WILL result in your Claim being forever barred and you will be prevented from making or enforcing your Claim against the Petitioners. In addition, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Petitioners' CCAA proceedings.

No. S209201
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 MOUNTAIN EQUIPMENT CO-OPERATIVE
AND 1314625 ONTARIO LIMITED

Petitioners

ORDER MADE AFTER APPLICATION

NORTON ROSE FULBRIGHT CANADA LLP

Barristers & Solicitors
1800 – 510 West Georgia Street
Vancouver, BC V6B 0M3
Attention: Howard A. Gorman, Q.C.
Filing Agent: West Coast Title Search

SCB/ker

Matter# 1001118436