

SUPREME COURT  
OF NOVA SCOTIA  
  
JUL 22 2022  
  
HALIFAX, N.S.

Hfx. No. 513552

**SUPREME COURT OF NOVA SCOTIA  
IN BANKRUPTCY**

District of: Nova Scotia  
Division No.: 01-Halifax  
Estate No.: 51-2807835  
Court No.: 45130

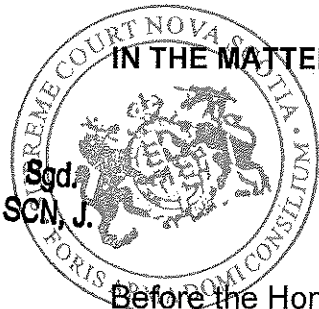
**IN THE MATTER OF:** A Notice of Intention to Make a Proposal  
filed by CL DEVELOPMENT LTD. pursuant to  
Section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3

District of: Nova Scotia  
Division No.: 01-Halifax  
Estate No.: 51-2808321  
Court No.: 45130

**IN THE MATTER OF:** A Notice of Intention to Make a Proposal  
filed by COCHRAN LANDING LIMITED PARTNERSHIP pursuant to  
Section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3

District of: Nova Scotia  
Division No.: 01-Halifax  
Estate No.: 51-2808320  
Court No.: 45130

**IN THE MATTER OF:** A Notice of Intention to Make a Proposal  
filed by COCHRAN LANDING GP INC. pursuant to  
Section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3



**ORDER APPROVING PROPOSAL**

Before the Honourable

**Justice Scott C. Norton**

in Chambers:

**UPON** hearing Stephen Kingston on behalf of BDO Canada Limited (the "**Proposal Trustee**"), in its capacity as Trustee under the Proposal of CL Development Ltd., Cochran Landing Limited Partnership and Cochran Landing GP Inc. (the "**Cochran Group**");

**AND UPON** having read the Second Report of the Proposal Trustee dated June 21, 2022 and all other materials filed in connection with this Motion;

**AND UPON** the Proposal Trustee having requested that this Honourable Court grant its approval to the Proposal filed by the Cochran Group pursuant to the **Bankruptcy and Insolvency Act**, R.S.C. 1985, c.B-3 (the "BIA"), a copy of such Proposal being attached hereto as Schedule "A" (the "Proposal");

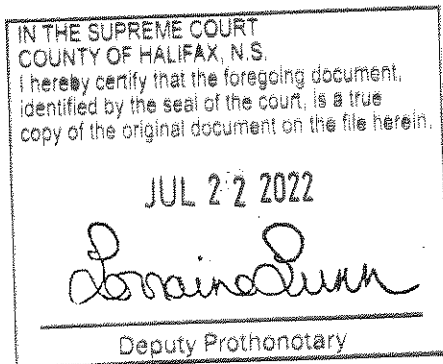
**AND UPON** it appearing that appropriate Notice of this Motion has been provided to all interested parties;

**NOW UPON MOTION:**

**IT IS ORDERED THAT:**

1. This Honourable Court does hereby grant its approval to the Proposal, pursuant to ss. 58, 59 and 60 of the BIA; and
2. This Order shall be effective as of 12:01 a.m. local time on the date of this Order.

**Dated** at Halifax, Nova Scotia, this 2<sup>nd</sup> day of July, 2022.



*Lorraine Lunn*

Prothonotary

LORRAINE LUNN  
Deputy Prothonotary

## SCHEDULE "A"

District of: Nova Scotia  
Division No.: Halifax  
Estate No.: 51-2808321, 51-2808320, 51-2807835  
COURT No: 45130

IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF:  
COCHRAN LANDING LIMITED PARTNERSHIP, COCHRAN LANDING GP INC., AND CL DEVELOPMENT LTD.

### PROPOSAL

Cochran Landing Limited Partnership, Cochran Landing GP Inc., and CL Development Ltd. hereby jointly submit the following Proposal to its Creditors pursuant to Part III of the *Bankruptcy and Insolvency Act*.

#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Proposal:

"Affected Creditor" means any Unsecured Creditor having a Proven Claim.

"BIA" means the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended.

"Business Day" means any day which is not a Saturday or Sunday, or a provincial or federal holiday in the province of Nova Scotia.

"Champion Golf Course" means a planned Nicklaus Design Golf Course to be developed within a planned premium four-season residential style community known as the "Forest Lake Country Club", to be developed adjacent to the Property.

"CL Development" means CL Development Ltd., and insolvent corporation, with its registered office located at 201-130 Eileen Stubbs Avenue, Dartmouth, Nova Scotia, B3B 2C4, Canada.

"Claim" means any right or claim of any Person against the Entity (i) based in whole or in part on facts which existed prior to the Filing Date, (ii) related to a time period prior to the Filing Date, or (iii) which would have been a claim provable in bankruptcy within the meaning of the BIA had the Entity become bankrupt on the Filing Date that may be asserted or made in whole or in part against the Entity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise

with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, including, without limiting the foregoing, any right or claim of a current or former employee of the Entity, any Crown Claim, provided however, that a "Claim" shall not include a Post Filing Claim.

"Claimant" means a person that has a Claim which is not yet a Proven Claim.

"Cochran GP" means Cochran Landing GP Inc., and insolvent corporation, with its registered office located at 201-130 Eileen Stubbs Avenue, Dartmouth, Nova Scotia, B3B 2C4, Canada.

"Cochran LP" means Cochran Landing Limited Partnership, and insolvent limited partnership, by its general partner, Cochran GP, with its registered office located at 201-130 Eileen Stubbs Avenue, Dartmouth, Nova Scotia, B3B 2C4, Canada.

"Completion Date" means the date of which all the Entities' obligations under this Proposal have been met.

"Court" means the Supreme Court of Nova Scotia.

"Court Approval Order" means the Court order approving this Proposal and directing the Implementation of this Proposal.

"CRA" means the Canada Revenue Agency.

"Creditors" means any secured, preferred, and Unsecured Creditors of the Entities, and for greater certainty, does not include Post Filing Creditors.

"Crown" means Her Majesty in the right of Canada or a province.

"Crown Claim" means a Claim of the Crown for amounts that are outstanding as at the Filing Date and are subject to a demand under:

- a) subsection 224(1.2) of the Income Tax Act;
- b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
- c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
  - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
  - ii. is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 391 of the

*Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

"Date of Restructuring" means the earlier of the following:

- a) the date at which a 48-month period lapses from the date of the Court Approval Order; or
- b) the later of the date on which:
  - i. the Nova Scotia Registrar of Condominiums approves a Declaration pursuant to the *Condominium Act* with respect to the Planned Condominium Development; or
  - ii. the appropriate municipal authority issues an Occupancy Permit as regards the Planned Condominium Development.

"Disputed Claim" means any Proof of Claim which has been received by the Trustee in accordance with the terms of this Proposal and the BIA but has not been accepted as proven in accordance with section 135 of the BIA or which is being disputed in whole or in part by the Trustee, or any other person entitled to do so and has not been resolved by agreement or by Order of the Court.

"Entities" means, collectively, Cochran LP, Cochran GP, and CL Development, and "Entity" means any one of them individually.

"Estates" means the estates of Cochran LP, Cochran GP, and CL Development, and "Estate" means any one of the Estates individually.

"Event of Default" means when any of the following occur:

- a) the Related Party fails to fund reasonable Post Filing Claims pertaining to the business and affairs of the Entities, including Professional Fees; or
- b) statutory defaults under the BIA.

"Filing Date" means February 25, 2022, the date the Notices of Intention to File a Proposal were filed by the Entities with the Official Receiver.

"Filing Date Exchange Rate" means the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian Dollars on the Filing Date.

"Furniture Purchase Agreements" the program investors had the right to enter into upon execution of a Purchase and Sale Agreement, which allowed for an investment to furnish a condo-styled unit with the Planned Condominium Development.

"HST" means Harmonized Sales Tax, a combination of federal and provincial value added taxes on goods and services sold in Nova Scotia, Canada.

"Inspectors" has the meaning ascribed to it in Section 7.4 of this Proposal.

"Investor" means a party who entered into Purchase and Sale Agreements with Cochran GP Inc. for a condo-styled unit within the Planned Condominium Development.

"Maturity Date" means the Date of Restructuring provided that no Event of Default has occurred under this Proposal that has not been cured or waived.

"Meeting" means the meeting of creditors to be held pursuant to section 51(1) of the BIA for the purpose of considering, and if thought fit, voting to approve this Proposal, as same may be amended at any such Meeting, and agreeing to the compromise and arrangement constituted thereby, and includes any subsequent reconvened meeting should a Meeting be adjourned.

"Official Receiver" means the officer appointed pursuant to subsection 12(2) of the BIA in the City of Halifax, Nova Scotia, to perform the duties and responsibilities set out in the BIA.

"Planned Condominium Development" means the planned condominium development referred to as the "Cochran Landing Lakeside Village" to be developed on the Property, to include two multi-unit buildings with a total of 92 condo-style units.

"Post Filing Claim" means a claim arising from the supply of goods or services to the Entities after the Filing Date or a claim for sales or excise taxes, source deductions or assessments and premiums arising in relation to such claims. Post Filing Claims do not include claims in respect of an obligation incurred prior to the Filing Date but which is payable after the Filing Date.

"Post Filing Creditor" means a creditor having a Post Filing Claim.

"Priority Claim" means (i) a Crown Claim that is a Proven Claim or (ii) a Proven Claim of an employee for amounts it would be entitled to receive under subsections 60(1.3) and 136(1)(d) of the BIA if the relevant Entity had become bankrupt on the Filing Date.

"Priority Creditor" means a creditor of an Entity having a Priority Claim.

"Professional Fees" means all proper fees, expenses, liabilities and obligations of the Trustee and its legal counsel, accounting fees and consulting fees on and incidental to the proceedings arising out of this Proposal, including advice in connection with this Proposal.

"Proof of Claim" means the prescribed form of document required under the BIA to evidence the Claim of a creditor of any Entity.

"Property" means the 11.5-hectare parcel of land located on Eagle View Drive, Ardoise, East Hants County, Nova Scotia, Canada, the location of the Planned Condominium Development.

"Proposal" means this proposal among the Entities and the Affected Creditors, as from time to time amended, modified, or supplemented pursuant to an order of the Court, or pursuant to an agreement among the Entities and Affected Creditors or classes as provided for herein or at any Meeting.

"Proposal Period" means the period between the Filing Date and the Maturity Date.

"Proven Claim" means a Claim which:

- a) after the delivery of a Proof of Claim to the Trustee, has been admitted by the Trustee in whole or in part; or
- b) after the delivery of a Proof of Claim to the Trustee, has been disallowed by the Trustee, which disallowance has subsequently been set aside in whole or in part by the Court,

provided that a Proven Claim shall not include the amount due to a Post Filing Creditor in respect of a Post Filing Claim. Proven Claims shall not include any interest for the period subsequent to the Filing Date, and any such interest will be specifically disavowed.

"Purchase and Sale Agreements" means agreements entered into by Cochran GP (acting in its capacity as general partner of Cochran LP) and Investors of units of the Planned Condominium Development, which allowed for the purchase price to be paid in installments and for a credit against the purchase price in consideration for the transfer of certain land units to Cochran GP, or its nominee, on the closing of the transaction, and includes any Furniture Purchase Agreements entered into between Cochran GP and Investors, and any VIP Real Estate Golf Rental & Membership Program Agreements entered into by CL Development Ltd. and Investors.

"Related Party" means Resort Invest International GmbH.

"Required Majority" means a majority in number and two-thirds in value of all Proven Claims in the Unsecured Creditor Class entitled to vote, who are present and voting at the Meeting (whether in person, by proxy or by voting letter) in accordance with the voting procedures established by this Proposal and the BIA.

"Standstill Period" means the period that will end at the earlier of the following:

- a) the lapse of 48 months from the Court Approval Date; or
- b) the occurrence of an Event of Default.

"Terra Firma" means Terra Firma Development Corporation Limited, a bankrupt corporation that planned the construction of a premium four-season residential style community to be developed adjacent to the Property.

"Trustee" means BDO Canada Limited, in its capacity as trustee under the Proposal.

"Unsecured Creditor" means a creditor of an Entity who has a Claim but does not have a security interest in the assets of the Entity as at the Filing Date.

"Unsecured Creditor Class" means all Affected Creditors each having a Proven Claim.

"VIP Real Estate Golf Rental & Membership Program" means the golf membership program Investors had the right to enter into upon execution of a Purchase and Sale Agreement, which allowed for an investment in one or more golf memberships at the Champion Golf Course.

"VIP Real Estate Golf Rental & Membership Program Agreements" means agreements entered into between CL Development and Investors.

## 1.2 Interpretation, etc.

For the purposes of this Proposal:

- a) the division of this Proposal into Sections and the insertion of headings are for convenience only and do not form part of this Proposal and will not be used to interpret, define or limit the scope, extent or intent of this Proposal;

- b) all references to amounts of money mean lawful currency of Canada unless otherwise expressly indicated. All Proofs of Claim submitted by Affected Creditors in any other currency will be converted to Canadian dollars at the Filing Date Exchange Rate;
- c) unless otherwise specified, the words "hereof", "herein", "hereunder" and "hereto" refer to this Proposal in its entirety rather than to any particular portion of this Proposal;
- d) where the context requires, a word or words importing the singular shall include the plural and vice versa and a word or words importing one gender shall include all genders;
- e) the deeming provisions are not rebuttable and are conclusive and irrevocable;
- f) the words "includes" and "including" are not limiting; and
- g) the word "or" is not exclusive.

### 1.3 Statutory References

Unless otherwise specified, each reference to a statute is deemed to be a reference to that statute and to the regulations made thereunder, as amended or re-enacted from time to time.

### 1.4 Date for any Action

In the event that any date on which any action is required to be taken under this Proposal is not a Business Day, that action shall be required to be taken on the next succeeding day that is a Business Day.

## ARTICLE 2 PURPOSE AND EFFECT OF THIS PROPOSAL

### 2.1 Purpose of the Proposal

The purpose of this Proposal is to effect a restructuring of the business and affairs of the Entities by permitting a period of time to attract investment in order to finance the completion of the Planned Condominium Development, in the expectation that all Creditors will derive a greater benefit from the continued operation of the business and affairs of the Entities than would result from a forced liquidation of their assets.

### 2.2 Effect of the Proposal

The Proposal restructures the affairs of the Entities and amends the terms of any and all agreements between the Entities and the Creditors, including the Purchase and Sale Agreements. During the Proposal Period, the provisions of Section 69.1 of the BIA shall be in effect. Without limiting the generality of the foregoing, during the Proposal Period all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Entities or any of their respective property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies owing to Creditors, to recover or enforce any judgement against the Entities in respect of a Claim or to commence any formal proceedings against the Entities in respect of a Claim other than as provided under this Proposal.



### 2.3 Trustee under the Proposal

Subject to the provisions of the BIA, the Trustee shall act as the administrator for certain purposes connected with the Proposal, including the management of the claims process and the administration of the Meeting.

### 2.4 Obligations of the Entities under the Proposal

During the Standstill Period, the Entities shall market and solicit investors to obtain the necessary funds to complete the Planned Condominium Development within the timeline ascribed in the Proposal prior to the Date of Restructuring. The Entities believe that within this timeframe it will be able to obtain the necessary funds and complete the Planned Condominium Development based on a resolution of the bankruptcy of Terra Firma and depending upon the state of the "post Covid" economy.

Challenges still exist in the economy such as "lingering COVID restrictions", "supply chain delays", and global effects of the war in Ukraine. This is the reason for the timeframe and conditions precedent per the Standstill Period.

### 2.5 Related Party Funding of the Proposal

During the Standstill Period, the Related Party shall:

- a) pay Professional Fees on a timely basis;
- b) continue funding expenses to maintain the Property, such as property taxes, and other essential charges;
- c) continue to work towards completion of the development of the Championship Golf Course; and
- d) fund efforts to market and solicit new investment in the Planned Condominium Development, until such a time that the investment attracted allows the Entities to fund their own operations, including an investment solicitation process.

### 2.6 Effect of this Proposal on Affected Creditors

This Proposal will, as of the date of the Court Approval Order, be binding on the Entities and all Creditors in the manner provided in this Proposal and the BIA.

During the Standstill Period, the effect on creditors will be as follows:

- a) the Entities shall complete and file all CRA information and requirements, such as employee remittances, corporate tax returns, and HST returns, within the prescribed timeframes, and shall remit all amounts owing for the period subsequent to the Filing Date. Wherein the Entities are entitled to a reimbursement from CRA for filings made subsequent to the Filing Date, such amounts shall be applied in full to amounts owing to CRA for the period prior to the Filing Dates. Specifically, all amounts applied by CRA to balances owing from the period prior to the Filing Date shall be applied in the following order:
  - i. employee remittance balances ("source deductions");
  - ii. principal HST balances;

- iii. Interest and penalties; and
  - iv. corporate tax balances.
- b) all Unsecured Creditors, who are deemed to be Investors in the Planned Condominium Development, shall have the rights to a completion of the Purchase and Sale Agreement. Where the Investor has residual amounts to be paid under the Purchase and Sale Agreement, the Investor shall pay all funds due within 30 days of the issuance of formal notice by CL Development to complete such Purchase and Sale Agreement. Where the Investor elects not to complete the Purchase and Sale Agreement, CL Development shall have the right to terminate the Purchase and Sale Agreement and pay the amounts due as acknowledged in the accepted Proof of Claim by the Trustee under the Proposal to the Investor. No funds shall be paid by Investors to the Cochran Group until such time as the condominium unit is complete in accordance with the Purchase and Sale Agreement.

No further distributions are contemplated under the Proposal.

### ARTICLE 3 TREATMENT OF AFFECTED CREDITORS

#### 3.1 Treatment of Affected Creditors

In the event that this Proposal is approved by the Required Majority of the Unsecured Creditor Class and the Approval Order is obtained from the Court, then the Affected Creditors with Proven Claims will be treated as follows:

- a) The Claims of Unsecured Creditors shall be stayed during the Standstill Period; and
- b) Upon the expiry of the Standstill Period, the provisions of Section 69.1 of the BIA shall be lifted and Unsecured Creditors shall retain all rights provided pertaining to the Purchase and Sale Agreements.

#### 3.2 Class of Creditors and Voting

There are no classes of secured Creditors to which the Proposal is made.

For the purposes of voting on this Proposal, there shall be one class Creditors, consisting of all of the Preferred Creditors and Unsecured Creditors.

#### 3.3 Disputed Claims

An Unsecured Creditor with a Disputed Claim shall not be entitled to receive any rights hereunder with respect to such Disputed Claim unless and until such Claim becomes a Proven Claim.

The procedure for resolving any Disputed Claims will be as set forth in the BIA. The Entities and/or the Trustee reserve the right to seek the assistance of the Court in resolving any Disputed Claim, if required, to ascertain the result of any vote on the Proposal or the amount payable to such Unsecured Creditor under the Proposal, as the case may be.

### 3.4 Transfer of Claims

If after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another person, neither the Trustee nor the Entities 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 Trustee in writing and thereafter such transferee or assignee shall, for the purposes of this Proposal, constitute an "Unsecured Creditor" 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 Proposal prior to receipt and acknowledgement by the Trustee of satisfactory evidence of such transfer or assignment.

No transfer or assignment shall be effective for voting purposes at the Meeting unless sufficient notice and evidence of such transfer or assignment has been received by the Trustee no later than 5:00 pm on the date that is two days prior to the date of the Meeting, failing which the original Creditor shall have all applicable rights as the "Unsecured Creditor" with respect to such Claim as if no transfer or assignment of the Claim had occurred.

### 3.5 Corporate Action

All corporate actions contemplated by this Proposal shall have been authorized and approved in all respects (subject to the provisions of this Proposal). All matters provided for in this Proposal shall have timely occurred and be in accordance with all applicable laws. The directors and officers of CL Development and Cochran GP, on its own behalf and in its capacity as general partner on behalf of Cochran LP, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Proposal, in the name of and on behalf of the respective Entities.

### 3.6 BIA Section 91 to 101

It is a term of this Proposal that sections 91 to 101, inclusive, of the BIA shall not apply with respect to this Proposal and the Entities.

## ARTICLE 4 PRIORITY PAYMENTS

### 4.1 Professional Fees

The Professional Fees will be paid by the Related Party.

### 4.2 Payments to Priority Creditors

The Entities, with funding provided by the Related Party, shall make payments to Priority Creditors with Proven Claims in accordance with the provisions of the BIA and, in particular:

- a) all Crown Claims that were outstanding at the Filing Date, if any, shall be paid in full to Her Majesty in right of Canada or a province, within six months after the Court has granted the Approval Order; and

- b) all employees and former employees of the Entities shall, immediately after the Court has granted the Approval Order, be paid amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if the Entities had become bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after the Filing Date and before the Court grants the Approval Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the Entities' business after the Filing Date and before the Court grants the Approval Order.

The Entities do not sponsor any prescribed pension plans for the benefit of their respective employees.

**ARTICLE 5  
CONDITIONS PRECEDENT**

**5.1 Conditions Precedent to Implementation of the Proposal**

The implementation of this Proposal by the Entities is subject to the satisfaction of the following conditions precedent:

- a) this Proposal having been approved by the Required Majority of the Unsecured Creditor Class;
- b) the Approval Order has been issued and has not been stayed; and
- c) all other actions, documents, and agreements necessary to implement this Proposal shall have been effected and executed.

**ARTICLE 6  
DELIVERY OF NOTICES UNDER THIS PROPOSAL**

**6.1 Notices and Payments to Affected Creditors**

Any notices and correspondence to Affected Creditors under or in relation to this Proposal shall be delivered to the electronic mailing address provided by each Affected Creditor in their Proof of Claim unless the Entities and the Trustee are notified by an Affected Creditor in writing of an alternative electronic mailing address for delivery.

**ARTICLE 7  
MEETING OF AFFECTED CREDITORS**

**7.1 Meeting**

The Meeting shall be held at a time and place to be established by the Trustee in consultation with Official Receiver, or the nominee thereof, after the filing of this Proposal with the Official Receiver and confirmed in the notice of meeting sent by electronic mail by the Trustee pursuant to the BIA. The procedure governing the Meeting, shall be subject at all times to (i) any order of the Court, including without limitation, any order respecting COVID-19 related creditor meeting protocols; and (ii) any COVID-19 related creditor meeting directives issued by the Official Receiver.

**7.2 Participation in Meeting**

In order to be eligible to vote at the Meeting, an Affected Creditor must have delivered a Proof Claim to

the Trustee prior to the date and time of the Meeting. The procedure for dealing with the disallowance of Proofs of Claim is set out in section 135 of the BIA.

### 7.3 Conduct of the Meeting

The Official Receiver or its nominee shall chair the Meeting and shall decide any questions or disputes arising at the Meeting and any Affected Creditor may appeal any such decision to the Court. The Meeting can be adjourned by ordinary resolution of the Affected Creditors to a time and date set by the chair as set out in section 52 of the BIA.

### 7.4 Inspectors

At the Meeting, the Affected Creditors may appoint one or more, but not exceeding five, inspectors (the "inspectors"). The Inspectors shall have only the following powers:

- a) the power to extend the dates of payments provided for under this Proposal;
- b) the power to waive any default in the performance of any provision of this Proposal;
- c) the power to approve interim and final statements of receipts and disbursements of the Trustee, including the power to approve proposed dividends and reasonable fees and disbursements of the Trustee;
- d) the power to advise the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee; and
- e) the power to advise the Trustee concerning any dispute that may arise to the validity of a Proof of Claim filed by a Claimant.

In the event Affected Creditors do not elect to appoint Inspectors under this Proposal, the Court shall approve the fees and disbursements of the Trustee for services rendered by it pursuant and in relation to this Proposal.

The Trustee and the Inspectors, should any be appointed, shall be exempt from all personal liability for any wrongful act, default, or neglect (other than fraud, wilful misconduct, or gross negligence) in fulfilling any duties or exercising any powers conferred upon them by this Proposal, the BIA or generally in carrying out the terms of this Proposal.

### 7.5 Voting

This Proposal is to be voted on by the Unsecured Creditor Class at the Meeting.

This Proposal must be approved by the Required Majority of the Unsecured Creditor Class. For the purpose of voting as a member of the Unsecured Creditor Class, each Affected Creditor shall have one vote for the purposes of determining a majority in number and each Affected Creditor shall be entitled to one vote for every \$1.00 of its Proven Claim for the purposes of determining a majority in value.

For greater certainty, any creditor who is related to the Entities, within the meaning of the BIA, may vote against but not for the acceptance of this Proposal.

**7.6 Proxies and Voting Letters**

Affected Creditors will be entitled to vote at the Meeting by proxy or voting letter. The particulars with respect to voting by proxy or voting letter will be detailed in correspondence and other materials to be delivered by the Trustee reasonably in advance of the Meeting.

**ARTICLE 8  
AMENDMENTS AND MODIFICATIONS**

**8.1 Amendment of Proposal before the Meeting**

The Entities reserve the right, with the consent of the Trustee, at any time prior to the Meeting to file an amendment or supplement to this Proposal by way of amended or supplementary proposal. Any such amended or supplementary proposal shall forthwith be sent to the Affected Creditors and filed with the Official Receiver as soon as practicable, in which case, any such amended or supplementary proposal shall, for all purposes, be and be deemed to be a part of and incorporated into this Proposal. At the Meeting, the Entities and/or the Trustee shall provide all Affected Creditors in attendance with details of any modifications or amendments prior to the votes being taken to approve this Proposal.

**8.2 Modification of Proposal after the Meeting**

After the Meeting, this Proposal may be modified from time to time:

- a) if the amendment is considered by the Trustee and the Inspectors, if any, to be non-substantive in nature, with the approval of the Trustee and the majority of the Inspectors, if any;
- b) upon a vote conducted by the Trustee at a further meeting of the Affected Creditors, provided that the modification is approved by the Required Majority;
- c) by the Court, pursuant to Rule 92 of the Bankruptcy and Insolvency General Rules, CRC 1978, c. 368, as amended, at the application for the Approval Order; and
- d) by the Court at any time on application by the Entities or the Trustee and upon notice to those determined by the Entities to be directly affected by the proposed modification, whether an Affected Creditor or not.

**8.3 Waivers**

Any provision of this Proposal may be waived with the consent of the Trustee, by the Unsecured Creditor Class, or by an Affected Creditor affected by the provision.

**ARTICLE 9  
APPLICATION FOR APPROVAL ORDER**

**9.1 Application for Approval Order**

If this Proposal is approved by the Required Majority of the Unsecured Creditor Class, following the conclusion of the Meeting, the Trustee shall apply within five days to the Court for the Approval Order. The Trustee will, in accordance with section 58 of the BIA, provide the Affected Creditors with at least fifteen days' notice of the hearing for the application for the Approval Order.

**9.2 Stay of Proceedings**

The stay of proceedings provided for in section 69.1(1) of the BIA shall continue in full force and effect from the Filing Date until the Trustee has been discharged or, if the Entities become bankrupt, the date of bankruptcy.

**ARTICLE 10  
GENERAL**

**10.1 Further Actions**

The Entities will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal to give effect to the transactions contemplated hereby.

On the Completion Date, the Trustee shall provide to the Entities and to the Official Receiver a certificate pursuant to section 65.3 of the BIA. The Trustee shall be entitled to seek its discharge at the appropriate time in accordance with the BIA.

**10.2 Notices to Entities or Trustee**

All notices, Proofs of Claim, and other correspondence relating to this Proposal and to be delivered to the Entities or the Trustee shall be in writing and shall be delivered either personally, by email transmission, by facsimile transmission or by prepaid courier service, at the following address:

a) if to the Entities:

McInnes Cooper, as legal counsel to  
Cochran Landing Limited Partnership, Cochran Landing GP Inc., CL Development Ltd.  
1300-1969 Upper Water Street, Purdy's Wharf Tower II  
Halifax, Nova Scotia, B3J 3R7, Canada

Attention: Hilary Gilroy

Facsimile: 902 425 6350

Email: [hilary.gilroy@mcinnescopper.com](mailto:hilary.gilroy@mcinnescopper.com)

b) if to the Trustee:

BDO Canada Limited  
Trustee in the proposal of  
Cochran Landing Limited Partnership, Cochran Landing GP Inc., CL Development Ltd.  
255 Lacewood Drive, Suite 201  
Halifax, Nova Scotia, B3M 4G2, Canada

Attention: Miranda Mavhunga

Facsimile: 902 425 3777

Email: [mmavhunga@bdo.ca](mailto:mmavhunga@bdo.ca)

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or the day of sending by electronic mail or facsimile transmission, provided that such day is either a Business Day and the communication is so delivered, emailed, or faxed before 5:00 p.m. (Atlantic time zone) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

**10.3 Successors and Assigns**

This Proposal is binding upon the Entities, the Affected Creditors and their respective heirs, executors, administrators, successors, and assigns.

**10.4 Governing Law**

This Proposal will be governed by and construed in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

DATED at Hamburg, Germany this 17<sup>th</sup> day of June, 2022.

Cochran Landing Limited Partnership, Cochran Landing GP Inc., CL Development Ltd.

Per: 

Name: Ralph Viereck

Title: Officer and Director of Cochran Landing GP Inc., on its own behalf and in its capacity as general partner of Cochran Landing Limited Partnership, and CL Development Ltd.