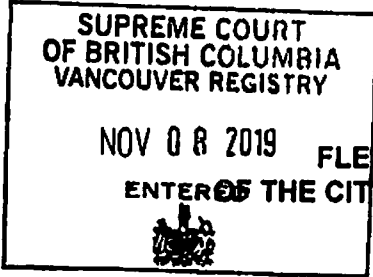


District of British Columbia
Division No. 03 - Vancouver
Court No. B-190571
Estate No. 11-2550171



IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY

IN THE MATTER OF THE PROPOSAL OF
FLEXFI INC., FORMERLY CC CORNERSTONE CREDIT LTD.
OF THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA
CROWE MACKAY & COMPANY LTD., TRUSTEE

ORDINARY ADMINISTRATION

BEFORE) ON THE 8th DAY
REGISTRAR Nielsen) OF NOVEMBER, 2019

ORDER

UPON THE APPLICATION of Crowe MacKay & Company Ltd. , the Trustee;

AND UPON reading the Report of the Trustee;


AND UPON the Court being satisfied that the required majority of creditors have fully accepted the Proposal in the terms contained in the paper writing marked "A" annexed hereto;

AND UPON the Court being satisfied that the said terms are reasonable and calculated to benefit the general body of creditors and that no offences or facts have been proved to justify the Court in withholding its approval;

IT IS ORDERED THAT:

The Proposal made on September 25, 2019 is hereby approved.

BY THE COURT


REGISTRAR IN BANKRUPTCY



"A"

Province: British Columbia
Division No. 03-Vancouver
Court No. B-190571
Estate No. 11-2550171

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY**

**IN THE MATTER OF THE PROPOSAL OF
FLEXFI INC., FORMERLY CC CORNERSTONE CREDIT LTD.**

PROPOSAL

SEPTEMBER 25, 2019

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Proposal, unless otherwise stated or unless the context otherwise requires:

- (a) **"Approval Order"** means the Order which, among other things, approves and directs the implementation of this Proposal and all actions and transactions set out herein, effective as at the Implementation Date in accordance with the terms of this Proposal.
- (b) **"BIA"** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
- (c) **"Business Day"** means any day which is not a Saturday or Sunday, or a provincial or federal holiday in the province of British Columbia.
- (d) **"Cash Payment"** means the sum of \$460,000, which comprises part of the Purchase Price, and, pursuant to the Purchase Agreement, is to be paid by the Company to the Trustee on behalf of Finjoy by way of the Installment Payments for distribution to the Unsecured Creditors pursuant to this Proposal.
- (e) **"Claim"** means any right or claim of any Person against the Company whether or not asserted in connection with any indebtedness, liability or obligation of any kind whatsoever owed to such Person, in each case which indebtedness, liability or obligation was in existence at the Filing Date and any interest that may accrue thereon, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to, or to a trust or deemed trust against, any of the property or assets of the Company, 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 the 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 of action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date and, for certainty, includes Priority Claims.
- (f) **"Company"** means Flexfi Inc., formerly CC Cornerstone Credit Ltd.
- (g) **"Completion Date"** means the date of closing of the Purchase Agreement.
- (h) **"Conditions Precedent"** means the conditions precedent to the implementation of this Proposal as defined and enumerated in Article 5.1 of this Proposal.

- (i) **“Court”** means the Supreme Court of British Columbia.
- (j) **“Creditor”** means any Person having a Claim.
- (k) **“Crown”** means Her Majesty the Queen in right of Canada or a province.
- (l) **“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:
 - (i) subsection 244(1.2) of the *Income Tax Act*;
 - (ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 244(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
 - (iii) any provision of provincial legislation that has a similar purpose to subsection 244(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:
 - (A) 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
 - (B) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a “provincial pension plan” as defined in that subsection.
- (m) **“Director”** means anyone who was, or is deemed to have been, a director of the Company at any time prior to the Implementation Date.
- (n) **“Directors and Officers”** means, collectively, all Directors and Officers.
- (o) **“Filing Date”** means August 26, 2019, the date on which the Company filed a Notice of Intention to File a Proposal with the Office of the Superintendent of Bankruptcy Canada.
- (p) **“Filing Date Exchange Rate”** means the Bank of Canada daily average exchange rate for exchanging currency to Canadian dollars on the Filing Date.
- (q) **“Finjoy”** means Finjoy Inc.

- (r) **"Implementation Date"** means the date on which all Conditions Precedent have been satisfied.
- (s) **"Inspectors"** has the meaning ascribed to it in Article 4.7 of this Proposal.
- (t) **"Installment Payments"** has the meaning ascribed to it in Article 2.1 of this Proposal.
- (u) **"Meeting"** means the meeting of the Unsecured Creditors held in accordance with section 51(1) of the BIA for the purpose of considering and, if thought fit, voting to approve this Proposal and agreeing to the compromise and arrangement constituted hereby, and includes any subsequent reconvened meeting should any meeting be adjourned.
- (v) **"Officers"** means, collectively, all current and former officers of the Company.
- (w) **"Order"** means an order of the Court.
- (x) **"Person"** means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted.
- (y) **"Post-Filing Claim"** means a Claim arising from the supply of goods or services to the Company 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.
- (z) **"Post-Filing Creditor"** means a Creditor having a Post-Filing Claim.
- (aa) **"Priority Claims"** means all Claims, including Crown Claims, that are Proven Claims and which, in accordance with the BIA, must be paid in priority to all other unsecured Claims.
- (bb) **"Priority Creditor"** means a Creditor having a Priority Claim.
- (cc) **"Proof of Claim"** means the form of document prescribed by the BIA to be filed with the Trustee to prove the Claim of a Creditor.
- (dd) **"Proposal"** means this proposal among the Company and the Unsecured Creditors, as from time to time amended, modified or supplemented pursuant to an Order, or pursuant to an agreement among the Company and the Unsecured Creditors as provided for herein, or at any Meeting.
- (ee) **"Proven Claim"** means a Claim which, after delivery of a Proof of Claim to the Trustee, has been:
 - (i) admitted by the Trustee in whole or in part; or

- (ii) disallowed by the Trustee and such disallowance has subsequently been set aside in whole or in part by the Court,

provided that a Proven Claim shall not include any 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.

- (ff) **"Purchase Agreement"** means the purchase and sale agreement dated for reference September 25, 2019, among the Company and Finjoy pursuant to which, among other things, Finjoy will acquire substantially all of the assets of the Company, including all accounts receivable and outstanding loans.
- (gg) **"Purchase Price"** means the purchase price payable by Finjoy to the Company under the Purchase Agreement, which includes the Cash Payment and the distribution of the Shares to the Unsecured Creditors.
- (hh) **"Required Majority"** means a majority in number and two-thirds in value of the Voting Creditors who vote on this Proposal in accordance with the voting procedures established hereby and under the BIA.
- (ii) **"Shares"** means Series 1 Class A Preferred shares without par value of Finjoy that, upon distribution, shall equal approximately 20% of the total outstanding Series 1 Class A Preferred shares of Finjoy, and that, pursuant to the Purchase Agreement and this Proposal, are to be distributed to the Unsecured Creditors.
- (jj) **"Trustee"** means Crowe MacKay & Company Ltd. in its capacity as proposal trustee of the Company.
- (kk) **"Trustee's Costs"** means all proper fees, expenses and legal costs of the Trustee arising in any way in relation to this Proposal.
- (ll) **"Unsecured Creditor"** means any Person having a Proven Claim to the extent of its Proven Claim but who does not hold and assert or has released a registered and/or otherwise valid security interest, mortgage, charge or encumbrance in the assets or property of the Company as at the Implementation Date.
- (mm) **"Unsecured Creditor Class"** means the class comprising all Unsecured Creditors.
- (nn) **"Voting Creditors"** means all Unsecured Creditors in attendance at the Meeting in person or by proxy and who are entitled to vote at the Meeting.

1.2 Interpretation

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 the Dominion of Canada unless otherwise expressly indicated. All Proofs of Claim submitted by Creditors in any other currency will be converted to Canadian Dollars at the Filing Date Exchange Rate;
- (c) all references to time herein are to the local time in Vancouver, British Columbia, Canada unless otherwise stipulated, and where the time for anything to be done on a particular date pursuant to this Proposal is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Vancouver, British Columbia, Canada;
- (d) unless otherwise specified, the words "hereof", "herein", "hereunder" and "hereto" refer to this Proposal in its entirety rather than any particular portion of this Proposal;
- (e) when 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;
- (f) the deeming provisions are not rebuttable and are conclusive and irrevocable;
- (g) the words "includes" and "including" are not limiting; and
- (h) the word "or" is not exclusive.

1.3 Statutory Reference

Unless otherwise specified, each reference to a statute in this Proposal is deemed to be a reference to that statute and to the regulations made under that statute, 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 date that is a Business Day.

1.4 Interest

Interest shall not accrue or be paid on any Claims after the Filing Date, and no Claims shall be entitled to interest accruing on or after the Filing Date.

ARTICLE 2 PURPOSE AND EFFECT OF PROPOSAL

2.1 Purpose and Overview of this Proposal

The Company is unable to continue generating sufficient revenue so as to meet its current obligations as they come due, let alone satisfy its obligations to its historic creditors.

The purpose of this Proposal is to facilitate a sale of the Company's assets to Finjoy pursuant to the Purchase Agreement, as a result of which the Cash Payment and Shares will be made available for distribution to the Unsecured Creditors pursuant to this Proposal in satisfaction of their Claims against the Company.

The alternative to this Proposal and the Purchase Agreement contemplated hereunder is the bankruptcy of the Company and the immediate liquidation of its assets. In that scenario, the expectation is that Unsecured Creditors will recover very little, if anything, in respect of their Claims.

Under the Purchase Agreement, the Cash Payment will be paid by Finjoy to the Trustee in a series of installments (collectively, the "Installment Payments"):

- (a) by no later than March 31, 2020: \$160,000;
- (b) by no later than April 30, 2020: \$150,000; and
- (c) by no later than May 31, 2020: \$150,000

The Company may delay any one of the Installment Payments, as set out above, with the consent of the Trustee and the Inspectors (if any).

Distributions to the Unsecured Creditors under this Proposal will be made by the Trustee, in respect of the Cash Payment and the Shares.

The total amount of claims from Unsecured Creditors is not known at this time, but the Company does not anticipate it to exceed \$5 million. Accordingly, the expectation is that through receipt of their *pro rata* portion of the Cash Payment, Unsecured Creditors will recover value estimated to be between \$0.075 and \$0.10 (7.5 and ten cents) for every \$1.00 of their Proven Claim.

With respect to the Shares, Finjoy's intention is to raise up to \$5 million by way of debt and/or equity financing based on a \$10 million valuation. Accordingly, the imputed value of the Shares is \$2 million, which equates to an additional recovery for Unsecured Creditors of not less than \$0.40 (forty cents) for every \$1.00 of their Proven Claim. There is, of course, no guarantee, that Finjoy will be able to sell its Series 1 Class A Preferred shares at the intended valuation and, accordingly, the actual value of the Shares may be lower, even materially lower. Further, the value of the Shares may be diluted by future equity raises in subsequent financing rounds.

As will be apparent from the foregoing, the Unsecured Creditors will derive a greater benefit from the implementation of this Proposal than would result from a bankruptcy of the Company.

2.2 Trustee Under this Proposal

Subject to the provisions of the BIA, the Trustee shall act as the administrator for certain purposes connected with this Proposal, including administration of the Proof of Claims process and the Meeting, as well as the distribution of the Cash Payment, all in accordance with this Proposal.

2.3 Persons Affected

This Proposal provides for, among other things, the compromise, discharge, and release of all Claims against the Company and against the Directors and Officers. Accordingly, on the Implementation Date, this Proposal will become effective and shall be binding on the Company, the Creditors, and the Directors and Officers.

2.4 Equity Claims

All persons having equity claims or equity interests (such as those terms are defined in the BIA), shall not be entitled to attend or vote at the Meeting, and shall not receive a distribution under this Proposal or otherwise receive anything in respect of their shares or interest.

2.5 Release of Company and Directors and Officers by Creditors

On the Implementation Date, each Creditor hereby, and without the need for any further action, releases:

- (a) the Company from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims;
- (b) the Directors and Officers from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims, where the Directors and Officers are, by law, liable in such capacity; and
- (c) no Creditor shall have any right, remedy or claim against the Trustee or the Company, and each of their respective past and present Directors and Officers, employees, financial advisors, legal counsel, representatives and agents, (each a "Released Party", and collectively, the "Released Parties") for anything arising in connection with this Proposal or these proceedings. The Released Parties shall be fully and irrevocably released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any

omission, transaction, agreement, guarantee, surety, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Implementation Date that are in any way relating to, arising out of or in connection with the Claims, as applicable, or in any way relating to the Company or its business, all to the full extent permitted by applicable law, provided that nothing herein shall release or discharge a Released Party for gross negligence, criminal, fraudulent or other wilful misconduct, if any such party is found liable or guilty, as the case may be, for such misconduct by the express terms of a judgment rendered on a final determination on the merits.

ARTICLE 3 TREATMENT OF CREDITORS

3.1 Classes of Creditors

For the purposes of considering and voting upon this Proposal, there shall be one class of creditors, being the Unsecured Creditors Class.

3.2 Unsecured Creditors Class

Each Unsecured Creditor shall, in full and final satisfaction of each Unsecured Creditor's Proven Claim, as soon as practicable following the Implementation Date:

- (a) be paid by the Trustee their *pro rata* share of the Cash Payment based on the amount of their Proven Claim; and
- (b) receive from the Trustee their *pro rata* share of the Shares based on the amount of their Proven Claim.

3.3 Crown Claims and Priority Claims

Crown Claims that are Proven Claims shall be paid in their entirety, without interest, within six (6) months after the granting of the Approval Order. Any other Priority Claims will be paid in accordance with the BIA. It is anticipated that there will be no Priority Claims.

3.4 Trustee's Costs

The Trustee's Costs in respect of this Proposal shall be paid in their entirety, without interest, within six (6) months after the granting of the Approval Order.

3.5 No Other Entitlements

Following the implementation of the Proposal in accordance herewith, no Creditor shall be entitled to any payment on or with respect to their Claims other than as provided pursuant to this Proposal.

ARTICLE 4 CLAIMS PROCESS AND THE MEETING OF CREDITORS

4.1 Proving Claims

The procedure for dealing with the allowance, disallowance, and resolution of Proof of Claims will be as set out in Section 135 of the BIA.

4.2 Meeting

Unless otherwise ordered by the Court, the Meeting shall be held at 10:00 a.m. on October 16, 2019, at the offices of the Trustee at Suite 1100 - 1177 West Hastings Street, Vancouver, British Columbia.

4.3 Conduct of Meeting

Unless otherwise ordered by the Court, the Meeting shall be chaired by a representative of the Office of the Superintendent in Bankruptcy, or the nominee thereof. The Meeting shall be conducted in accordance with Part III, Division I of the BIA.

The only Persons entitled to attend the Meeting are the Unsecured Creditors, including the holders of proxies, and their legal counsel, if any, and the Directors and Officers, auditors, advisors and legal counsel of the Company, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of the Meeting. Any other person may be admitted only on invitation of the chair of the Meeting.

4.4 Adjournment of the Meeting

The Meeting may be adjourned in accordance with section 52 of the BIA. If the Meeting is adjourned, no further Proof of Claims nor proxies shall be filed with or accepted by the Trustee or the Company for the purpose of voting at any reconvening of the Meeting.

4.5 Voting at the Meeting

Each Voting Creditor will be entitled to vote the full amount of its Proven Claim at the Meeting. Each Voting Creditor shall have one (1) vote for the purposes of determining a majority in number, and each Voting Creditor shall be entitled to one vote for every \$1.00 of its Proven Claim for the purposes of determining a majority in value.

4.6 Proxies and Voting Letters

Unsecured Creditors will be entitled to vote at the applicable Meeting by proxy or voting letter. The particulars with respect to voting by proxy or voting letter will be detailed in the Proof of Claim package and will be binding upon all Unsecured Creditors.

4.7 Inspectors

At the Meeting, the Voting Creditors may appoint one or more, but not more than 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 as to the validity of a Proof of Claim filed by a Creditor.

The Trustee and the Inspectors, should any be appointed, shall be exempt from all personal liability in fulfilling any duties or exercising any powers conferred upon them by this Proposal or generally in carrying out of the terms of this Proposal by reason of any wrongful act, default or neglect by any of them.

ARTICLE 5 CONDITIONS PRECEDENT AND IMPLEMENTATION DATE

5.1 Conditions Precedent to the Implementation Date

The implementation of this Proposal by the Company on the Implementation Date is subject to the satisfaction of the following conditions precedent (collectively, the "Conditions Precedent"):

- (a) this Proposal shall have been approved by the Unsecured Creditor Class by the Required Majority in accordance with the provisions of the BIA;
- (b) the Approval Order sanctioning this Proposal shall have been made, and the effect of the Approval Order shall not have been stayed, revised, modified, reversed or amended, and the Approval Order shall, among other things:
 - (i) declare that: (a) this Proposal has been approved by the Required Majority of the Unsecured Creditors Class in conformity with the BIA; and (b) this Proposal and the transactions contemplated hereby, are fair and reasonable, and in the best interest of the Company, the Unsecured Creditors, and the other stakeholders;
 - (ii) order that this Proposal is sanctioned and approved pursuant to the BIA; and

- (iii) authorize and direct the Company and the Trustee to issue, execute and deliver the agreements, documents, securities and instruments contemplated by this Proposal in order to effect all actions contemplated by this Proposal;
- (c) on or before October 31, 2019, or such later date as Finjoy and the Company may agree, Finjoy shall have obtained a variation order from the British Columbia Securities Commission permitting it to raise equity financing for the purpose of, among other things, paying the Cash Payment under the Purchase Agreement;
- (d) on or before the Completion Date, Finjoy shall have raised sufficient equity financing both to pay the Cash Payment under the Purchase Agreement and to facilitate the commencement and continuation of its business;
- (e) the Purchase Agreement shall have closed in accordance with its terms; and
- (f) all other actions, documents and agreements necessary to implement this Proposal as required herein shall have been effected and executed.

ARTICLE 6 AMENDMENTS AND MODIFICATIONS

6.1 Amendment of Proposal before or at Meeting

The Company reserves the right, with the consent of the Trustee, to amend, modify, supplement or restate this Proposal at any time prior to the Meeting, or at the Meeting, in which case the amended, modified, supplemented or restated proposal will be put before the Unsecured Creditor Class for approval at the Meeting.

6.2 Modification of Proposal after Meeting

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

- (a) by the Company if the amendment is considered by the Trustee and the Inspectors (if any) to be non-substantive in nature, and with the approval of the Trustee, and the majority of the Inspectors (if any); and
- (b) by the Court on application of the Company or the Trustee and upon notice to those determined by the applicant to be directly affected by the proposed modification.

ARTICLE 7 APPLICATION FOR COURT APPROVAL

7.1 Application for Court Approval

Upon the conclusion of the Meeting, if this Proposal has been approved by the Unsecured Creditor Class by the Required Majority, the Trustee will apply to the Court for the Approval

Order. Subject only to the Approval Order being granted and the satisfaction of those conditions described in Article 5.1, this Proposal will be implemented by the Company and will be binding upon all the Creditors and all other Persons affected by this Proposal in accordance with its terms.

ARTICLE 8 NOTICE, UNDELIVERABLE DISTRIBUTIONS AND THE LEVY

8.1 Notices and Payments to Unsecured Creditors

Any notices, correspondence and distributions to Unsecured Creditors under or in relation to this Proposal shall be delivered to the address provided by each Unsecured Creditor unless the Company and the Trustee are notified by an Unsecured Creditor in writing of an alternative address for delivery.

8.2 Undeliverable Distributions

If any distribution, delivery or correspondence to an Unsecured Creditor under this Proposal is returned to the sender as undeliverable, no further distributions, deliveries or correspondence shall be made to that Unsecured Creditor unless and until the sender is notified by such Unsecured Creditor, in writing, of their current address, at which time any missed deliveries, distributions (without interest) and correspondence shall be delivered to such Unsecured Creditor. Undeliverable distributions shall be retained by the sender until they are claimed or until six months after the date of such distribution, after which they shall revert to Finjoy, free of any restrictions or claims thereon.

8.3 Withholding Taxes and Superintendent's Levy

All distributions to the Unsecured Creditors under this Proposal shall be made net of the levy imposed by the Superintendent of Bankruptcy under the BIA.

Notwithstanding any other provision of this Proposal, each Unsecured Creditor that receives a distribution pursuant to this Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any governmental entity (including income, withholding and other tax obligations on account of such distribution).

ARTICLE 9 GENERAL

9.1 BIA Sections 95 to 99, and Section 101

It is a term of this Proposal that Sections 99 to 99, and Section 101, inclusive, of the BIA shall not apply with respect to this Proposal and the Company.

9.2 Capacity of Trustee

Crowe MacKay & Company Ltd. is acting in its capacity as Trustee and not in its personal capacity, and shall not incur any liabilities or obligations in connection with this Proposal or in respect of the business or obligations of the Company or Finjoy, whether existing as at the Filing Date or incurred subsequent thereto and no Person shall have any Claim against Crowe MacKay & Company Ltd. in respect thereof. The foregoing is in addition to, and not substitution for, and in no way affects any protections afforded Crowe MacKay & Company Ltd. under the BIA or elsewhere.

9.3 Certificate of Completion

As soon as practicable after the Implementation Date, upon the Trustee making the last distributions by and to the Unsecured Creditors as contemplated by this Proposal, the terms of this Proposal shall be deemed to be fully performed and the Trustee shall provide to the Official Receiver a certificate pursuant to Section 65.3 of the BIA and the Trustee shall thereupon be entitled to be discharged.

9.4 No Default

Each Unsecured Creditor will be deemed to have waived any default by the Company in any provision, expressed or implied or in any agreement existing between the Unsecured Creditor and the Company that occurred on or prior to the Implementation Date. Each Unsecured Creditor will be deemed to have agreed that, to the extent there is any conflict between the provisions of any such agreement and the provisions of this Proposal, the provisions of this Proposal takes precedence and the provisions of any such agreement are amended accordingly.

9.5 Conflicts Between the Proposal and Other Agreements

From and after the Implementation Date, any conflict between (i) this Proposal, and (ii) the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, purchase order, mortgage, security agreement, indenture, trust indenture, loan or other agreement, commitment letter, lease or other arrangement or undertaking, written or oral (including any and all amendments or supplements thereto) existing with, between or among one or more of the Unsecured Creditors and the Company as at the Implementation Date will be deemed to be governed by the provisions of this Proposal and the Approval Order, which shall take precedence and priority. For greater certainty, all Unsecured Creditors shall be deemed to consent to all transactions contemplated in this Proposal.

9.6 Severability

If, subsequent to the Implementation Date, any term or provision of this Proposal is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Trustee, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of

the terms and provisions of this Proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

9.7 Further Assurances

Each of the Persons named or referred to in, or subject to, this Proposal 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 and to give effect to the transactions contemplated herein.

9.8 Governing Law

This Proposal will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

9.9 Notice to Company or Trustee

All notices, Proofs of Claim, and other correspondence relating to this Proposal and to be delivered to the Company or the Trustee shall be in writing and shall be delivered either personally, by email, by regular mail, by registered mail or by certified mail, return receipt requested, at the following address:

To the Company

Flexfi Inc., formerly CC Cornerstone Credit Ltd.
1411 West Broadway
Vancouver, BC V6H 1H6

Attention: Afshin Ardalan

Email: info@flexfi.ca

with a copy to:

Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver BC V6C 0A3

Attention: Kibben Jackson and Glen Nesbitt

Emails: kjackson@fasken.com
gnesbitt@fasken.com

To the Trustee

Crowe MacKay & Company Ltd.
#1100 - 1177 West Hastings Street
Vancouver BC V6E 4T5

Attention: Derek Lai

Email: derek.lai@crowemackay.ca

9.10 Successors and Assigns

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

9.11 Date and Reference

This Proposal may be referred to as being the Proposal of the Company dated for reference the 25th day of September, 2019.

FLEXFI INC., FORMERLY CC CORNERSTONE CREDIT LTD.

Per: 
AFSHIN ARDALAN
(Authorized Signatory)