

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B-180692  
Estate No. 11-2438297

FORM 92  
Notice of Proposal to Creditors  
(Section 51 of the Act)

IN THE MATTER OF THE PROPOSAL OF  
RMK INVESTMENTS INC.  
of the city of VANCOUVER  
in the Province of British Columbia

Take notice that RMK INVESTMENTS INC. of the City of VANCOUVER in the Province of British Columbia has lodged with us a proposal under the Bankruptcy and Insolvency Act.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed herewith.

A general meeting of the creditors will be held at 555 Burrard Street, VANCOUVER, BC on the 1st day of February 2019 at 11:00 AM.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

Dated at the City of VANCOUVER in the Province of British Columbia, this 21st day of January 2019.

The Bowra Group Inc. - Licensed Insolvency Trustee  
Per:



Mario Mainella - Licensed Insolvency Trustee  
430 - 505 Burrard Street, PO Box 72  
VANCOUVER BC V7X 1M3  
Phone: (604) 689-8939 Fax: (604) 689-8584

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
20/20 Blind Installations	350 Cranford Drive SE Calgary AB T3M 1N1		3,543.28
243276 Alberta Ltd.	Suite 226 9768-170 Street Edmonton AB T5T 5L4		9,286.00
Alendel Fabrics Ltd.	274 Edgeley Blvd Concord ON L4K 3Y4		10,306.86
Alex Soon	32 Shoshana Drive Richmond Hill ON L4S 2N7		2,429.50
Black Press Group Ltd.	C/O CGI Credit Guard Ltd 808 - 1112 West Pender Street VANCOUVER BC V6E 2S1		9,214.54
Blinds Guy Installation and Service	1254 Haig Blvd. Mississauga ON L5E 2M9		5,715.64
C.D.H.(Canadian Hardware)	150-Steepprock Drive Toronto ON M3J 2T4		3,341.30
Calgary Herald, C/O PostMedia Payment Centre	365 Bloor Street East Toronto ON M4W 3L4		9,634.78
Clint Moncrieff	8 Queen Anne Cres. Ottawa ON K2C 3H1		2,954.00
DRMG- Oakville-Direct Response Media Inc.	2285 Wycroft Road Oakville ON L6L 5L7		36,668.50
Equus Fabrics Incorporated	Unit 2 - 190 Millway Avenue Concord ON L4K 3W4		4,692.06
Fast Track Decor Services	#201 - 20540 Duncan Way Langley BC V3A 7A3		19,689.53
Finest Holdings Inc. (Sherwood Park)	21 Sunflower Way Sherwood Park AB T8H 2K9		15,461.25
Finest Values (Almonte)	PO Box 1028 Almonte ON K0A 1A0		10,435.55
Great West Newspapers, LP	BOX 263 ST. ALBERT AB T8N 1N3		5,468.40
Hunter Douglas Canada LP	132 First Gulf Blvd Brampton ON L6W 4T7		307,517.57
Joanne Fabrics Co. Ltd.	2610 Sheridan Garden Drive Oakville ON L6J 7Z4		3,595.00
Kurt'n Rod Installations	R.R. 1 Box 2 - 70 Raglan Rd Shannonville ON K0K 3A0		672.21

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Layers & Layers Showroom Inc.	#10-807 Powell St. Vancouver BC V6A 1H7		2,785.28
LMP Publicaton Ltd.	3355 Grandview Highway Vancouver BC V5M 1Z5		3,392.84
Look At Me Advertising Inc.	1300 - 1500 West Georgia Street Vancouver BC V6G 2Z6		51,012.41
Meridian Pacific Communications	#1015-475 West Georgia Street Vancouver BC V6B 4M9		6,949.90
My Amazing Interiors Inc.	40 Zebra Trail Brampton ON L6R 2J3		7,645.81
Pacific Newspaper Group Inc	c/o Post Media Payment Centre 365 Bloor Street East Toronto ON M4W 3L4		1,860.19
Postmedia Network Inc.	P.O Box 7400 London ON N5Y 4X3		17,543.90
Postmedia Payment Centre	P.O Box 7400 London ON N5Y 4X3		13,256.80
RFS Canada	PO Box 7446 Station A TORONTO ON M5W 3C1		3,562.12
Saskatoon Express Newspaper	PO Box 2500 Station Main Saskatoon SK S7K 2C4		7,533.75
Shade-O-Matic	550 Oakdale Road Toronto ON M3N 1W6		13,790.93
Sunset Blind and Shade	197 Arbour Stone Close NW Calgary AB T3G 4T1		924.00
Supersaver	Suite 190 - 1769 St.Laurent Blvd. Ottawa ON K1G 5X7		6,271.50
TELUS 207041610 9	P.O. Box 7575 Vancouver BC V6B 8N9		547.56
TELUS 236179765 5	PO Box 7575 Vancouver BC V6B 8N9		1,058.50
Textile Trimmings	13040 Worster Court Richmond BC V6V 2B3		3,688.57
The Ottawa Citizen	Postmedia Payment Centre PO Box 7400 London ON N5Y 4X3		19,784.03
The Star Phoenix	P.Box Box 7400 London ON N5Y 4X3		3,241.35

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Times - Colonist	2621 Douglas St Victoria BC V8T 4M2		20,080.20
Toronto Star Newspaper Ltd.	One Yonge Street Toronto ON M5E 1E6		23,625.00
Westport Manufacturing Co.	1122 S.W. Marine Drive Vancouver BC V6P 5Z3		212,398.00
Winnipeg Free Press	1355 Mountain Avenue Winnipeg MB R2X 3B6		1,050.00
<b>Total</b>			882,628.61

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

**IN THE MATTER OF THE PROPOSAL OF  
RMK INVESTMENTS INC.**

**TRUSTEE'S REPORT TO CREDITORS**

**JANUARY 17, 2019**

**BACKGROUND OF THE COMPANY**

RMK Investments Inc. (the "Company" or "Company") sells and installs the Hunter Douglas brand of home interior blinds and custom made draperies that were sold exclusively through the Hudson's Bay Department Stores ("The Bay"). The Company had an exclusive supply and install contract for Hunter Douglas blinds with The Bay (the "HBC Contract"). The HBC Contract had a 120 cancellation clause.

RMK is a private company that was incorporated on April 22, 2004 in British Columbia. The sole director of the Company is Terry Balfour.

The Company shared its head office space and overhead costs, excluding direct wages and salaries, with its related companies, Westport Manufacturing Inc. ("Westport") and Arlene's Interiors ("Arlene's"). Both of these related companies are owned and controlled by Terry Balfour. The head office lease is in the name of Westport.

The Company sold Hunter Douglas blinds and custom made draperies through all of The Bay stores across Canada and subcontracted installation to third party contractors. The Company employed 5 direct head office employees, and 19 commission sales staff.

Under the terms of the HBC Contract, the Company was not allowed to perform any of its own direct marketing to customers. The Bay controlled the marketing and only allowed print media marketing through The Bay flyers. RMK was not allowed to perform any online

marketing, direct market ads, or direct marketing mail out to targeted potential customers. In addition, RMK was not allowed to advertise discounts through The Bay flyers.

RMK had the advantage of selling the Hunter Douglas brand of blinds which were not available to much of the competition. This allowed RMK to operate the business on a high volume and high margin basis. In the past several years, big box retailers such as Costco and Home Depot, began to sell the Hunter Douglas brand of blinds. The Company believes that the increased competition and the marketing constraints of the HBC Contract reduced sales volumes of RMK, reduced margins, which ultimately led to negative profitability.

The Company reported net losses of \$133,091 for the fiscal year ending August 31, 2018.

The net working capital of the Company was negative \$350,243 as at August 31, 2018.

The Company reviewed their future sales orders and determined that the Company would continue to remain unprofitable. Accordingly, on October 30, 2018, the Company filed a Notice of Intention to File a Proposal (“NOI”).

On November 28, 2018 the Company obtained a Court Order extending the time allowed to file a Proposal to creditors (the “Proposal”) to January 13, 2019.

The Company filed its Proposal on January 11, 2019.

#### **EFFORTS SINCE FILING THE NOI**

Since filing the NOI the Company has continued to sell inventory at market prices.

The Company has done the following since filing the Notice of Intention to file a Proposal:

- Issued the appropriate notice to terminate the HBC Contract;
- Issued working notice to all of its employees;
- Disclaimed its leases for photocopies;



- Negotiated a payment plan with The Bay to ensure that all sales orders completed by the Company would be paid by The Bay;
- Engaged Arlene's to complete any deficiency and warranty work on behalf of the Company at no cost to the Company;
- Completed all open sales orders through to the end of January 2019; and
- Ceasing operations effective, January 31, 2019.

In addition, Westport has been paying the Company's head office costs, excluding salaries, since the filing of the NOI. These amounts have been accrued and not been paid back to Westport. If the creditors and Court approve the Proposal, Westport will not participate in any distribution to creditors under the Proposal.

The Company filed a Notice of Intention to file a Proposal for the following reasons:

- Complete outstanding sales orders including orders with prepaid deposits;
- Honour all warranty claims;
- Honour the terms of The Bay contract;
- Mitigate and eliminate any potential claims including trust claims from prepaid customers;
- Mitigate and reduce any liens filed against customers homes from subcontract installers; and
- Mitigate and eliminate chargebacks from The Bay.

All of the above was based on the Company attempting to increase realizations to the unsecured creditors.

The Company worked with its best efforts to provide the highest recovery to creditors. In addition, the related Company, Westport, incurred costs on behalf of the Company of

\$212,398 that will not be repaid if the Proposal is accepted by the creditors and Court.

## **SUMMARY OF PROPOSAL**

The Proposal is designed to permit the Company to settle payment of its liabilities arising before the filing of the NOI and to compromise the indebtedness owed to the creditors on a fair and equitable basis. The Proposal will enable creditors to recover more than would be recovered in the event of a liquidation of the Company's assets in a bankruptcy.

The Company expects to receive certain accounts receivable monies from The Bay by April 30, 2019 and a further bond from the Government of Alberta by August 31, 2020. As the Company would like to pay its creditors prior to receiving these monies, Westport will pay the Proposal Trustee a sum of \$70,000 by February 28, 2019 for the benefit of creditors of the Company with proven claims plus all proper fees and legal costs of the Trustee and Company.

The payment of \$70,000 by Westport to the Trustee for the benefit of the Company creditors is contingent on the creditors and court approving the Proposal. As part of the Proposal, Westport, will not participate in any distribution under the Proposal.

The general outline of the Proposal is that \$70,000 will be distributed as follows:

- i. Payment of employee preferred claims, if any, as defined in section 136 (d) of the Bankruptcy and Insolvency Act;
- ii. Payment of the Superintendent's levy;
- iii. All other preferred claims, if any, pursuant to section 60(1) and 136 of the Bankruptcy and Insolvency Act;
- iv. Payment in full to unsecured creditors with proven claims of \$1,000 or less. For clarity, any creditor with a claim in excess of \$1,000 may elect, on its proof of claim form, to reduce its proven claim to \$1,000; and



- v. After making the payments described above, the remaining unsecured creditors with proven claims will be paid their proportionate pro rata share of the remaining funds.

Westport is a creditor of the Company for \$212,398. However, for the purpose of this Proposal they have agreed to be “non-participating creditor” for their share of the dividend distribution which reduces the aggregate value of claims and increases the dividend amount available to other unsecured creditors in the Proposal.

### IDENTIFICATION AND VALUATION OF ASSETS

The table below identifies the book value of the assets and the estimated gross realizable value in a bankruptcy as of the date of filing of the Proposal.

	Per Statement of Affairs	Estimated Gross Value
	\$'s	
Cash on hand, January 11, 2019	29,028	29,028
Accounts receivable	75,000	75,000
	<b>104,028</b>	<b>104,028</b>

The estimated values above are prior to any charges of secured creditors, remaining payments for post filing obligations of the Company, occupancy costs, realization costs including sales commissions and professional fees.

The Trustee is paid based on an hourly rate for time worked and will be paid out of cash flow from operations. Barring unforeseen circumstances, we estimate the Trustee fees in a Bankruptcy to be between \$15,000 and \$25,000 in addition to the fees already incurred.

Accounts receivable of \$75,000 consists of \$50,000 from The Bay which is expected to be received by April 30, 2019 and \$25,000 refund of a bond held with the Government of Alberta that is expected to be received by August 31, 2020. We estimate the gross recovery to be the full amount of \$75,000 in a bankruptcy.

## **CREDITOR'S CLAIMS**

### **Deemed Trust Claim**

The Company does not owe any arrears with respect to payroll source deductions to Canada Revenue Agency. Any post filing obligations for payroll source deduction are being paid in the normal course.

### **Secured Claim**

The Company has a secured amount owing to Westport for \$212,398. Based on the remaining value of the assets of the Company at the time the Proposal was filed, \$108,371 of the \$212,398 is considered unsecured. The Proposal does not contemplate any payment to the secured creditors and Westport will not participate in any distribution to the creditors under the terms of the Proposal subject to creditors and Court approving the Proposal.

### **Preferred Creditors**

The Company is not aware of any preferred creditors.

### **Unsecured Creditors**

Unsecured creditors consist of 58 creditors. The unsecured creditor balance identified to date is approximately \$780,221 based on the Company records. This includes the unsecured portion of the Westport claim of \$108,371 which will not participate in any distribution under the terms of the Proposal as noted earlier in our report.

## **CASH FLOWS**

The Company cash flows as filed by the Company on November 7, 2018 estimated cash to on hand at January 31, 2019 to be \$224,706.

The revised Company cash flows as filed on November 26, 2018 estimated cash on hand to be \$159,243 as at January 31, 2019.

The further revised Company cash flows as filed on January 11, 2019 estimated cash on hand to be \$19,528 as at January 31, 2019.

The reasons for the difference in the cash flows from the November 7, 2018 cash flow and the January 11, 2019 cash flow are as follows:

- Sales and cash inflows from The Bay were originally overestimated by Company by approximately \$72,000;
- Sale and commissions were underestimated by \$26,000. The Company had 10 remaining sales commission staff during the NOI period. Based on the compensation structure, 3 of the sales staff significantly outperformed the other 7 sales staff members. Based on the Company compensation structure, this resulted in a higher commission than would have otherwise been paid if the sales were evenly obtained by all 10 commission sales staff.
- Materials and workman labour were underestimated by \$62,000 because the Company erroneously did not include payment for the goods in transit at the time the NOI was filed. In addition, the Company underestimated the costs to complete the work in progress during the NOI period.

## **STATEMENT OF ESTIMATED REALIZATION**

The table below compares the estimated recovery to unsecured creditors under a bankruptcy and a proposal.

	Bankruptcy as at January 11, 2019	Proposal
<b>Assets</b>		
Payment by related company, Westport	-	70,000
Cash on hand	29,000	-
Accounts Receivable	75,000	-
Gross Proceeds	<u>104,000</u>	<u>70,000</u>
Recovery Costs	35,000	-
Post filing costs	65,000	-
Secured claim	<u>104,000</u>	-
	204,000	-
Net proceeds available to creditors	<u>-</u>	<u>70,000</u>
Value of participating creditors	780,221	671,850
Recovery per dollar of claim to unsecured participating creditors	\$ -	\$ 0.10 <sup>1</sup>
<b>Note</b> <sup>1</sup> This does not take into consideration any claims paid in for full less than \$1,000. This is based on a pro rata distribution.		

Based on our review of the Company's current assets and liabilities, in the event of a bankruptcy, it is our view that the liquidation of the Company's assets as of the date of filing the Proposal would provide unsecured creditors no recovery.

The secured loan to the Company plus the costs of a bankruptcy are in excess of the realizable asset value. Accordingly, there would be no funds available to unsecured creditors of the Company in the event the Company becomes bankrupt as a result of non-approval of the Proposal.



The Proposal provides a related third party to fund proceeds to unsecured creditors of \$70,000. In addition, the estimated secured and unsecured claims of Westport totaling \$212,398 would not participate in any distribution under the terms of the Proposal.

We estimate that the recovery to creditors in the Proposal to be as follows:

- Claims less than \$1,000 would be paid 100%. This assumes there are only \$5,000 in total claims that would be paid 100%; and
- Claims over \$1,000 will recover approximately \$0.097 per dollar of proven unsecured claim.

Accordingly, the Proposal provides for a higher recovery to unsecured creditors than a bankruptcy.

#### **REMUNERATION OF THE TRUSTEE**

The Proposal Trustee has received an initial retainer from the Company of \$15,000.

The Trustee estimates professional fees, including legal, and disbursements at \$45,000. In accordance with section 4.7 of the Proposal, the fees in excess of the retainer will be paid by the Westport.

#### **CONDUCT OF THE DEBTOR**

We have reviewed financial information, bank statements and the cheque register of the Company for a three month period prior to the Company filing the NOI and the period between filing the NOI and filing the Proposal. We are not aware of the Company being a party to any reviewable transactions or fraudulent preferences as set out in the Bankruptcy and Insolvency Act.

#### **LEGAL ACTIONS**

We are not aware of any legal action commenced against the Company.



## **CONFLICT OF INTEREST**

The Trustee is not aware of any conflict of interest and has had no previous dealings with the Company

## **RECOMMENDATION**

The Proposal offers all creditors a greater recovery than they would otherwise receive in a bankruptcy. Accordingly, the Trustee recommends that the unsecured creditors vote for the acceptance of this Proposal.

**THE BOWRA GROUP INC.**  
Trustee under the Proposal of  
RMK Investments Inc.

Per: 

Mario Mainella

In the Supreme Court of British Columbia

IN THE BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF  
RMK INVESTMENTS INC.

**PROPOSAL OF RMK INVESTMENTS INC.**

*MADE PURSUANT TO PART III DIVISION 1 OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED*

**DATED FOR REFERENCE JANUARY 11, 2019**

**ARTICLE 1.**

**DEFINITIONS AND INTERPRETATION**

**1.1 DEFINITIONS**

In this Proposal, including the attached schedules:

**"Approval Order"** means the court order made in the Insolvency Proceeding approving the Proposal and directing the implementation of the Proposal.

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

**"Classes"** means, collectively, all classes of creditors affected by this Proposal.

**"CRA"** means Her Majesty the Queen in right of the Dominion of Canada as represented by the Minister of National Revenue.

**"Company"** means RMK Investments Inc.

**"Completion of the Proposal"** means the date upon which all of the following conditions have been met:

- (a) the Proposal is approved at the Meeting of Creditors by the requisite majority of the Class;
- (b) the Proposal is approved by the Court; and

(c) the Company has satisfied its obligations pursuant to the Proposal.

**"Court"** means the Supreme Court of British Columbia.

**"Creditor or Creditors"** means a person or persons having a Provable Claim, and includes collectively Secured Creditor, General Creditors and Non-Participating Creditors.

**"Filing Date"** means October 30, 2018 being the date when the Notice of Intention to File a Proposal was filed.

**"General Creditors"** means all of the Company's creditors other than those who are Non-Participating Creditors.

**"Insolvency Proceeding"** means the proceeding commenced by the Company under the BIA under Action No. B-180692, Estate No. 11-2438297, and any proceedings commenced in relation to that estate in the Vancouver Registry of the Court.

**"Meeting"** means the meeting of the Creditors to be held pursuant to Section 51(1) of the BIA for the purpose of considering, and if thought fit, voting to approve the Proposal, as same may be amended at any such Meeting, and agreeing to the compromise and arrangement constituted thereby, and any adjournment thereof.

**"Non-Participating Creditors"** means all Secured Creditors, Westport Manufacturing Co. Ltd. and David McMurray.

**["Preferred Creditor"** means all creditors entitled to priority over the General Creditors pursuant to Section 136 of the BIA.]

**"Proof of Claim"** means the prescribed form of document required under the BIA to evidence the Provable Claim of a Creditor under Part III of the BIA prior to the date of the Meeting.

**"Proposal"** means this Proposal among the Company and its Creditors, as from time to time amended, modified or supplemented as permitted by the terms of this Proposal.

**"Post-Filing Creditors"** means those creditors having a Post-Filing Creditor Claim.

**"Post-Filing Creditor Claim"** means any debt, obligation, enforceable right, duty or liability, contingent or otherwise, known or unknown, (including any claim whether contingent or accrued on behalf of Her Majesty the Queen in right of the Dominion of Canada or any Province or any municipality), owed by the Company incurred after the Filing Date, or any cause of action against the Company or its assets and property arising after the Filing Date.

**"Provable Claim"** means a claim for an amount alleged by a person to be owed to it, or any obligation, enforceable right, duty or liability, contingent or otherwise, (including any claim whether contingent or accrued on behalf of Her Majesty the Queen in right of the Dominion of Canada or any Province or any municipality), or any cause of action against the Company or its respective assets and property calculated either as at the Filing Date or in the case of claims under executory contracts arising subsequent to the Filing Date, or claims arising after the Filing Date in respect of obligations incurred prior to the Filing Date, provided that a Provable Claim shall not include the amount due to a Post Filing Creditor in respect of Post Filing Creditor Claims.

**"Proven Claim"** means a Provable Claim that has been filed with the Trustee in accordance with the Proposal and has either been accepted by the Company or has been allowed by the Court, in

whole or in part;

**"Released Claim"** means any and all manner of actions, causes of actions, suits, contracts, claims, demands, debts, dues, sums of money, accounts, proceedings, rights, liabilities, obligations, expenses, compensation and damages of any kind whatsoever, whether at law, in equity or under statutory authority, including any such claims relating to any transfer, conveyance or disposition of any property by the Company done or made prior to the Filing Date, and including without limitation, any right or entitlement pursuant to sections 91 through 101 of the BIA, whether known or unknown, suspected or unsuspected.

**"Trustee"** means The Bowra Group Inc., appointed as Trustee of the Proposal in the Insolvency Proceeding.

**"Secured Creditors"** means those creditors holding perfected security interests against the Company or holding a mortgage, charge, or encumbrance with respect to the assets or property of the Company, but who have not elected to file a proof of claim as an unsecured creditor under section 50.1(3) of the BIA.

## 1.2 HEADINGS

The division of the Proposal into Paragraphs and the insertion of headings are for convenience only and do not form part of the Proposal and will not be used to interpret, define or limit the scope, extent or intent of the Proposal.

## 1.3 SECTION, SCHEDULE and ARTICLE REFERENCE

Unless otherwise specified, references in the Proposal to "Paragraphs" and "Articles" are to paragraphs, and articles of this Proposal.

## 1.4 STATUTORY REFERENCE

Unless otherwise specified, each reference to a statute 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.

## 1.5 NUMBER AND GENDER

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

## 1.6 CURRENCY

All references to amounts of money means lawful currency of the Dominion of Canada unless otherwise expressly indicated.

# ARTICLE 2.

## PURPOSE AND EFFECT OF THE PROPOSAL

### 2.1 PURPOSE OF THE PROPOSAL

The purpose of the Proposal is to permit the Company to settle payment of its liabilities arising before the Filing Date and to compromise the indebtedness owed to the Creditors on a fair and

equitable basis.

## **2.2 TRUSTEE UNDER THE PROPOSAL**

Subject to the provisions of the BIA the Trustee shall act as the administrator for all purposes connected with the Proposal including management of the claims process, administration of the Meeting and any adjournments thereto and distribution of dividends to Creditors.

## **ARTICLE 3. CREDITOR CLASSES AND PRIORITY OF PAYMENTS**

### **3.1 CLASSES OF CREDITORS**

The Proposal shall consist of the following classes of Creditors:

- (a) General Creditors
- (b) Non-Participating Creditors

Each of which shall be entitled to consider and vote on the Proposal.

The Proposal is not being made to any Secured Creditors. It is intended that the Company shall pay all Secured Creditors according to the terms of the secured agreements in effect between the Secured Creditors and the Company in the ordinary course. Nothing herein is intended to compromise the rights or remedies of any of the Secured Creditors.

In addition, the Non-Participating Creditors have agreed to waive their entitlement to any dividend payable hereunder subject to the Proposal being accepted by Creditors and Court.

### **3.2 PREFERRED PAYMENTS IN PRIORITY TO ALL OTHER CREDITORS UNDER THE PROPOSAL**

The Trustee shall make the following preferred payments from the amounts paid to the Trustee pursuant to this Proposal before making any distribution:

- (a) Provision for payment of all proper fees, expenses and legal costs (the "Trustee's Fees") of the Trustee, of and incidental to the proceedings arising in the Insolvency Proceeding together with such fees of the Trustee incidental to and arising from the preparation of the Proposal shall be paid in full in priority to the claim of the General Creditors. All payments of the Trustee's fees are subject to taxation.
- (b) That payment of the claims of employees as set out in section 136(1)(d) of the BIA, if any, shall be paid forthwith after the Approval Order.
- (c) Superintendent's levy as described in Paragraph 4.6 below.
- (d) All other preferred claims are to be paid in priority to all claims of General Creditors pursuant to sections 60(1) and 136 of the BIA.



**ARTICLE 4.**  
**PAYMENTS AND OBLIGATIONS OF THE COMPANY UNDER THE PROPOSAL**

**4.1 PAYMENTS TO POST-FILING CREDITORS**

The Company shall pay Post-Filing Creditors in the ordinary course of business, or in accordance with present arrangements existing between the Company and the Post-Filing Creditor, as amended from time to time or as may be arranged in the future between the Company and the Post-Filing Creditor.

**4.2 PAYMENTS TO BE MADE BY THE COMPANY**

The Company will receive \$50,000 from the Hudson's Bay Company on April 26, 2019 and \$25,000 in Alberta bonds in August 2020 (the "Company Receivables"). In order to facilitate this proposal and to expedite this process Westport Manufacturing Co. Ltd., a related company to the Company, will pay to the Trustee the amounts owing under Paragraph 3.2(a)(a), plus the sum of \$70,000 by February 28, 2019, if this Proposal is accepted by Creditors and the Court, and the Company will assign to Westport Manufacturing Co. Ltd. the Company Receivables. If this Proposal is not accepted by Creditors or the Court, Westport Manufacturing Co. Ltd. will, for greater certainty, not be required to make any payments.

**4.3 PAYMENTS TO CRA**

CRA shall be paid directly from the Company in respect of any amounts due Her Majesty the Queen in Right of Canada or a Province of a kind which could be subject to a demand under sub-section 224(1.2) of the *Income Tax Act*, R.S.C. 1985, c. 1 (5<sup>th</sup> Supp.) or under any substantially similar provision of provincial legislation and that were outstanding at the time of the Filing Date, if any.

**4.4 PAYMENTS TO PREFERRED CREDITORS**

Dividends to Preferred Creditors shall be paid in accordance with the terms of this Proposal.

**4.5 PAYMENTS TO GENERAL CREDITORS**

The Trustee shall make one dividend payment to the General Creditors who have a Proven Claim, payable as follows in the aggregate amount to all creditors with Proven Claims of \$70,000:

- (a) All amounts set out in Paragraphs 3.2(b) to (d) above;
- (b) All General Creditors with a claim under \$1,000;
- (c) All remaining General Creditors, pro rata from the funds remaining with the Trustee;

until all monies payable under the terms of the Proposal are paid in full.

**4.6 PAYMENT OF SUPERINTENDENTS LEVY**

For further certainty, a Superintendent levy shall be deducted from and paid on all dividends made by the Trustee to the General Creditors under paragraph 4.5 above.

#### **4.7 PAYMENT OF PROFESSIONAL FEES**

All proper fees, expenses and legal costs (the "Trustee's Fees") of the Trustee, of and incidental to the proceedings arising in the Insolvency Proceeding together with such fees of the Trustee incidental to and arising from the preparation of the Proposal shall be paid by Westport Manufacturing Co. Ltd. on behalf of the Company. All payments of the Trustee's fees are subject to taxation.

#### **4.8 OTHER OBLIGATIONS OF THE COMPANY UNDER THE PROPOSAL**

The Company agrees and undertakes to not acquire any new debt required to be repaid over a period of greater than 30 days while the Proposal is in effect.

#### **4.9 EFFECT ON CREDITORS**

Upon the Completion of the Proposal and the satisfaction of the claims of Creditors in the manner described in the Proposal:

- (a) the Company shall be released and forever discharged from all claims, liabilities and obligations owed to the Creditors, other than the Secured Creditors as set out herein and, without limiting the generality of the foregoing but for greater certainty, such release and discharge includes all claims, liabilities and obligations owed by the Company to the CRA, General Creditors and Non-Participating Creditors;
- (b) each of the directors officers and shareholders of the Company, and all of his, her or their executors, administrators and assigns shall be released and discharged from any and all Released Claims and whether against the directors, officers and shareholders of the Company, including legal fees and disbursements, which each has ever had, now has or may have in the future against directors, officers, and shareholders of the Company where they or any one of them is by law liable in their capacity as such, and all such Released Claims shall be deemed to be fully satisfied by the terms of this Proposal and shall not be enforceable against the directors, officers or shareholders of the Company in law or in equity; and
- (c) Neither the Trustee nor the Creditors shall have the right or be entitled to take or commence any proceedings relating in whole or in part to the Company, the Company's assets, or any transfer, conveyance or disposition of any property by the Company done or made prior to the filing of the NOI, including without limitation, any right or entitlement pursuant to sections 91 through 101 of the BIA.

### **ARTICLE 5.**

#### **DELIVERY OF PROOFS OF CLAIM**

##### **5.1 FILING PROOFS OF CLAIM**

The Creditors shall file a Proof of Claim with the Trustee by either:

- (a) delivering the Proofs of Claim for review by the Trustee and the Company by faxing the completed Proof of Claim to the Trustee (Attention: Sofie Parker) at Fax No. 604-689-8584, emailing the completed Proof of Claim to

claims@bowragroup.com, or mailing the Proof of Claim to the address of the Trustee set out below, or

- (b) depositing the Proof of Claim with the Trustee prior to the commencement of the Meeting of Creditors.

## **5.2 FAILURE TO FILE PROOFS OF CLAIM PRIOR TO MEETING**

If a Creditor fails to either:

- (a) deliver a Proof of Claim, to be received by the Trustee prior to 5:00 p.m. of the day before the date for the Meeting of Creditors; or
- (b) deposit a Proof of Claim with the Trustee or his nominee on or before the time for commencement of the Meeting of Creditors;

that Creditor shall have no right to vote in respect of the Proposal.

The failure by a Creditor to file a Proof of Claim by the deadline in this paragraph shall not disentitle such Creditor from receiving any future dividends to be issued under the Proposal.

## **5.3 DISPUTED PROOFS OF CLAIM**

In the event that the Company disputes any Proof of Claim as to entitlement to participate in any of the Classes or as to amount of the Provable Claim set out in the Proof of Claim the Trustee may:

- (a) disallow the Proof of Claim;
- (b) allow the Proof of Claim as presented for the purposes of voting at the Meeting but disallow the Proof of Claim for distribution purposes; or
- (c) allow the Proof of Claim for voting and distribution purposes in such amount as it determines appropriate.

If the Trustee disallows a Proof of Claim for any reason or allows the Proof of Claim for an amount less than that set out in the Proof of Claim, the Creditor shall be deemed to accept the determination unless the Creditor shall have filed with the Court a motion to value its Provable Claim within thirty (30) days of the date that the disallowance notice is forwarded to the Creditor by the Trustee.

## **ARTICLE 6. MEETING OF THE CREDITORS**

### **6.1 INSPECTORS**

At the Meeting of the Creditors held to consider this Proposal the Creditors may appoint one or more but not exceeding five Inspectors under this Proposal, whose duties will be restricted to the following:

- (a) to advise the Trustee in connection with its actions under this Proposal or any amendment thereto as the Trustee may, from time to time, request;

- (b) to advise the Trustee concerning any dispute which may arise as to the validity of claims of creditors under this Proposal;
- (c) to advise the Trustee in respect of such other matters as may be referred to the Inspectors by the Trustee; and
- (d) if in the opinion of a majority of the Inspectors it is in the interest of the Creditors that the time for payment of their Provable Claims by cash be extended, the inspectors will be entitled, without further reference or notice to the Creditors, to extend the time for payment of their Provable Claims.

That in the event that no Inspectors are appointed under this Proposal, the Trustee shall be entitled to take advances toward its charges for services rendered pursuant to this Proposal from the funds paid to the Trustee pursuant to the Proposal herein and that all advances so taken by the Trustee shall be subject to taxation upon the Completion of the Proposal.

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 wrongful act, default or neglect.

## **6.2 MEETING**

The Meeting shall be conducted in accordance with Division 1 — General Scheme for Proposals of the BIA.

## **6.3 VOTING**

For the purposes of voting as a member of any Class, each General Creditor and Non-Participating Creditor shall have one vote for the purposes of determining a majority in number and each shall be entitled to one vote for each \$1.00 of its Provable Claim as allowed by the Company. For the purposes of voting, General Creditors and Non-Participating Creditors shall be in the same class.

## **6.4 PROXIES AND VOTING LETTERS**

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 the Proof of Claim and will be binding upon all Creditors.

## **6.5 ADJOURNMENT OF MEETING**

The Chair of the Meeting may in his or her discretion adjourn the Meeting upon such terms as are considered appropriate by the Chair upon notice to those persons present at the Meeting for the purposes of considering amendments to the Proposal contemplated in Article VIII.

# **ARTICLE 7. AMENDMENTS AND MODIFICATIONS**

## **7.1 AMENDMENT OF PROPOSAL**

The Company reserves the right, with the consent of the Trustee, to amend the Proposal at any time and re-submit it to the Creditors and the Proposal may be amended among the Company and the Classes at any Creditor meeting.

## **7.2 MODIFICATION OF PROPOSAL**

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

- (a) if the amendment is considered by the Trustee and the Inspectors to be non-substantive in nature, with the approval of the Trustee and the majority of the Inspectors;
- (b) upon a vote conducted by the Trustee at a further meeting of Creditors and upon Court Approval; and
- (c) by the Court at any time on application of the Company or the Trustee and upon notice to those determined by the Company to be directly affected by the proposed modification, whether a Creditor or not.

## **7.3 WAIVERS**

Any provision of the Proposal may be waived, with the consent of the Trustee, by a Creditor or the Class.

## **ARTICLE 8. APPLICATION FOR FINAL ORDER**

### **8.1 APPLICATION FOR FINAL ORDER**

Upon the conclusion of the Meeting if the Proposal has been approved by the Classes by the requisite percentages in relation both to numbers of Creditors and dollar amounts of Provable Claims of Creditors, the Company will forthwith apply to the Court for the Approval Order.

### **8.2 CONTINUATION OF THE STAY OF PROCEEDINGS**

The stay of proceedings provided for in section 69.1(1) of the BIA will be continued in full force and effect save as is expressly provided herein.

### **8.3 COMPROMISE OF INDEBTEDNESS**

Until such time as this Proposal is approved by the Court and payment to the Creditors as contemplated, there will be no compromise of indebtedness by the Creditors.

## **ARTICLE 9. GENERAL**

### **9.1 FURTHER ACTIONS**

The Company 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 the Proposal to give effect to the transactions contemplated hereby.

### **9.2 TRUSTEE'S FEES**

In addition to payment of its fees as set out in Paragraph 4.7 above, should the proposal fail during its term, the Trustee may claim its full time and charges arising from its administration



of the Proposal in any subsequent bankruptcy.

**9.3 NOTICES**

All notices, Proofs of Claim, and payments required or permitted or desired to be made pursuant to the Proposal shall be in writing and shall be delivered personally or by telecopy or mail by regular or registered or certified mail, return receipt requested, to the Trustee at the following address:

c/o The Bowra Group Inc.  
430 - 505 Burrard Street  
Vancouver, British Columbia, V7X1M3

**Attention: Sofie Parker**

Telephone: 604-689-8939  
Facsimile: 604-689-8584  
Email: claims@bowragroup.com

And if to a Creditor or Claimant, at its address set forth in the last Proof of Claim deposited with the Trustee.

**9.4 SUCCESSORS AND ASSIGNS**

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

DATED at the City of Vancouver, Province of British Columbia this 11 day of January, 2019

**RMK INVESTMENTS INC.**

Per:   
Authorized Signatory

District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. B-180692  
 Estate No. 11-2438297

Original  Amended

-- Form 78 --  
 Statement of Affairs (Business Proposal) made by an entity  
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

IN THE MATTER OF THE PROPOSAL OF  
 RMK INVESTMENTS INC.  
 of the city of VANCOUVER  
 in the Province of British Columbia

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 11th day of January 2019. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES	
(as stated and estimated by the officer)	
1. Unsecured creditors as per list "A" .....	671,849.48
Balance of secured claims as per list "B" .....	108,371.00
Total unsecured creditors .....	780,220.48
2. Secured creditors as per list "B" .....	104,028.00
3. Preferred creditors as per list "C" .....	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for .....	0.00
Total liabilities .....	884,248.48
Surplus .....	NIL

ASSETS	
(as stated and estimated by the officer)	
1. Inventory .....	0.00
2. Trade fixtures, etc. ....	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good .....	75,000.00
Doubtful .....	0.00
Bad .....	0.00
Estimated to produce .....	75,000.00
4. Bills of exchange, promissory note, etc., as per list "F" .....	0.00
5. Deposits in financial institutions .....	29,028.00
6. Cash .....	0.00
7. Livestock .....	0.00
8. Machinery, equipment and plant .....	0.00
9. Real property or immovable as per list "G" .....	0.00
10. Furniture .....	0.00
11. RRSPs, RRIFFs, life insurance, etc. ....	0.00
12. Securities (shares, bonds, debentures, etc.) .....	0.00
13. Interests under wills .....	0.00
14. Vehicles .....	0.00
15. Other property, as per list "H" .....	0.00
If debtor is a corporation, add:	
Amount of subscribed capital .....	0.00
Amount paid on capital .....	0.00
Balance subscribed and unpaid .....	0.00
Estimated to produce .....	0.00
Total assets .....	104,028.00
Deficiency .....	780,220.48

I, TERRY BALFOUR, of the City of VANCOUVER in the Province of British Columbia, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 11th day of January 2019 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)  
 before me at the City of VANCOUVER in the Province of British Columbia, on this 11th day of January 2019.



TERRY BALFOUR

**MARIO MAINELLA**  
*A Commissioner for Taking Affidavits*  
 Within the Province of British Columbia  
 Suite 430 - 808 Burrard Street  
 Vancouver, B.C. V7X 1M3  
 Appointment Expires: May 31, 2021

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B-180692  
Estate No. 11-2438297

- FORM 31 -  
Proof of Claim  
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),  
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

IN THE MATTER OF THE PROPOSAL OF  
RMK INVESTMENTS INC.  
of the city of VANCOUVER  
in the Province of British Columbia

All notices or correspondence regarding this claim must be forwarded to the following address:

\_\_\_\_\_  
\_\_\_\_\_

In the matter of the proposal of RMK INVESTMENTS INC. of the City of VANCOUVER in the Province of British Columbia and the claim of \_\_\_\_\_, creditor.

I, \_\_\_\_\_ (name of creditor or representative of the creditor), of the city of \_\_\_\_\_ in the province of \_\_\_\_\_, do hereby certify:

1. That I am a creditor of the above named debtor (or I am \_\_\_\_\_ (position/title) of \_\_\_\_\_, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 11th day of January 2019, and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ \_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and  
(Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.  
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_  
(Attach a copy of sales agreement and delivery receipts.)

- E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_
- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_,
- G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That, to the best of my knowledge, I \_\_\_\_\_ (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and \_\_\_\_\_ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Creditor

Phone Number: \_\_\_\_\_  
Fax Number : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B-180692  
Estate No. 11-2438297

- FORM 36 -  
Proxy  
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

IN THE MATTER OF THE PROPOSAL OF  
RMK INVESTMENTS INC.  
of the city of VANCOUVER  
in the Province of British Columbia

I, \_\_\_\_\_, of \_\_\_\_\_, a creditor in the above matter, hereby  
appoint \_\_\_\_\_, of \_\_\_\_\_, to be  
my proxyholder in the above matter, except as to the receipt of dividends, \_\_\_\_\_ (with or without)  
power to appoint another proxyholder in his or her place.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

The Bowra Group Inc. - Licensed Insolvency Trustee  
430 - 505 Burrard Street, PO Box 72  
VANCOUVER BC V7X 1M3  
Phone: (604) 689-8939 Fax: (604) 689-8584  
E-mail: claims@bowragroup.com

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B-180692  
Estate No. 11-2438297

- FORM 37 -

Voting Letter  
(Paragraph 51(1)(f) of the Act)

IN THE MATTER OF THE PROPOSAL OF  
RMK INVESTMENTS INC.  
of the city of VANCOUVER  
in the Province of British Columbia

I, \_\_\_\_\_, creditor (or I, \_\_\_\_\_, representative  
of \_\_\_\_\_, creditor), of \_\_\_\_\_, a creditor in the above matter  
for the sum of \$ \_\_\_\_\_, hereby request the trustee acting with respect to the proposal of RMK  
INVESTMENTS INC., to record my vote \_\_\_\_\_ (for or against) the acceptance of the proposal as  
made on the 1<sup>th</sup> day of January 2019.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Signing Officer

Return To:  
The Bowra Group Inc. - Licensed Insolvency Trustee  
Per:

\_\_\_\_\_  
Mario Mainella - Licensed Insolvency Trustee  
430 - 505 Burrard Street, PO Box 72  
VANCOUVER BC V7X 1M3  
Phone: (604) 689-8939 Fax: (604) 689-8584  
E-mail: claims@bowragroup.com