

District of: Ontario  
Division No. 12 - Ottawa  
Court No. 33-2484072  
Estate No. 33-2484072

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

In the matter of the proposal of  
1739511 Ontario Incorporated  
of the City of Ottawa  
in the Province of Ontario

Take notice that 1739511 Ontario Incorporated of the City of Ottawa in the Province of Ontario 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 1600 Carling Avenue, Suite 800, Ottawa, ON on the 28th day of March 2019 at 3:00 PM.

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 Ottawa in the Province of Ontario, this 1<sup>st</sup> day of March 2019.

MNP LTD. - Licensed Insolvency Trustee

*for J. G. G. G.*  
\_\_\_\_\_  
1600 Carling Avenue, Suite 800  
Ottawa ON K1Z 1G3  
Phone: (613) 691-4270 Fax: (613) 726-9009

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

<b>List of Creditors with claims of \$250 or more.</b>			
<b>Creditor</b>	<b>Address</b>	<b>Account#</b>	<b>Claim Amount</b>
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	Income Tax	82,521.00
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	GST/HST	7,073.00
<b>Total</b>			<b>89,594.00</b>

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE PROPOSAL OF  
1739511 Ontario Incorporation  
O/A Saigon Pho  
Residing in the City of Ottawa, in the Province of Ontario**

**PROPOSAL  
March 8<sup>th</sup>, 2019**

**1739511 Ontario Corporation (the “Debtor”), hereby submits the following  
Proposal under the *Bankruptcy and Insolvency Act*.**

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## PART I INTERPRETATION

### Definitions

1.1 In this Proposal, capitalized terms shall have the following meanings:

- a) “**Act**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as it may be amended from time to time;
- b) “**Administrative Fees and Expenses**” means:
  - i) The proper fees, expenses and legal fees and disbursements of the Licensed Insolvency Trustee;
  - ii) The legal and consulting fees and disbursements of the Debtor and the Licensed Insolvency Trustee on and incidental to negotiations in connection with the preparation of the Proposal and the transactions and agreements contemplated hereby, including advice to the Debtor;
- c) “**Applicable Law**” means any law, statute, order, decree, consent decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law whether in Canada or any other country, or any domestic or foreign state, province, city or other political subdivision of a government entity;
- d) “**Business Day**” means any day other than a Saturday or a Sunday or a day observed under the laws of the Province of Ontario or the federal laws of Canada applicable therein;
- e) “**Claim**” means any and all demands, claims, actions, causes of actions, counterclaim, 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 or other person may be entitled to assert, whether or not asserted, in connection with any indebtedness, liability or obligation is in existence as of the Filing Date, and any interest thereon and costs payable in respect thereof, whether or not reduced to judgment liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such right is executor 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 in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed prior to or at the time of the Filing Date, net or any claim for set-off which such person may be entitled by law to assert;

In the Matter of the Proposal of  
1739511 Ontario Corporation

- f) “**Debtor**” means 1739511 Ontario Corporation;
- g) “**Court**” means the Ontario Superior Court of Justice, sitting in Bankruptcy and Insolvency;
- h) “**Court Approval Date**” means the date on which the Court makes the Final Order;
- i) “**CRA**” means Canada Revenue Agency;
- j) “**Creditor(s)**” means any person or persons having a Claim, including the transferee or assignee of the Claim that is transferred and recognized as a Creditor in accordance with the provisions herein and the Act, or a Licensed Insolvency Trustee, executor, liquidator, receiver, receiver or manager, or other person acting on behalf of or through such person, for this Proposal these Claims are only the Preferred and Unsecured Creditors;
- k) “**Effective Date**” means the date on which the transactions and agreements provided for in this Proposal become effective, which date shall be no earlier than the Court Approval Date;
- l) “**Event of Default**” has the meaning given to it paragraph 7.1 of this Proposal;
- m) “**Filing Date**” means the date on which the Debtor filed the Proposal under the Act, being March 8, 2019;
- n) “**Final Order**” means an order of the Court approving this Proposal to be granted pursuant to the provisions of the Act, the appeal period having expired, and no appeal having been filed, or any appeal therefrom having been dismissed and such dismissal having become final;
- o) “**Maturity Date**” means the date of which all payments to Preferred and Unsecured Creditors have been made;
- p) “**OSB**” means Office of The Superintendent in Bankruptcy;
- q) “**Note Receivable**” means amounts due from 11242253 Canada Corp. for the sale of assets dated February 28, 2019;
- r) “**Post Filing Goods and Services**” means goods supplied, services rendered, and other consideration given to the Debtor subsequent to the Filing Date and prior to the Effective Date;

- s) **“Post Proposal Income Tax Liability”** is defined as the portion of the Total Income Tax Liability that is allocated to the Post Proposal Period;
- t) **“Post Proposal Period”** is defined as the period which begins on the March 8, 2019 and ends on May 31, 2019;
- u) **“Preferred Claims”** means the claim of any Creditor who is entitled to receive payment of any amounts owed to it in priority to Unsecured Creditors but after Secured Creditors, as provided in section 136 of the Act;
- v) **“Pre Proposal Income Tax Liability”** is defined as the portion of the Total Income Tax Liability that is allocated to the Pre Proposal Period;
- w) **“Pre Proposal Period”** is defined as the period which begins on June 1, 2018 and ends on the March 8, 2019;
- x) **“Proposal”**, “the Proposal” or “this Proposal” means this Proposal, as further amended or supplemented from time to time;
- y) **“Proposal Fund”** has the meaning ascribed thereto in Part V of this Proposal;
- z) **“Licensed Insolvency Trustee”**, means MNP LTD. or “LIT”;
- aa) **“Secured Creditors”**, means any creditor who has a registered secured claim as recognized under the PPSA Act;
- bb) **“Unsecured Creditors”** means those persons with Claims, to be represented in one class:
  - i) that have not been finally and conclusively disallowed;
  - ii) that may be contingent or unliquidated and found by the LIT or the Court (as may be applicable) not to be provable;
  - iii) trust claims of any nature, excluding government claims;
  - iv) that are not Secured Creditors; and,
  - v) those are not Preferred Creditors.

## Headings

- 1.2 The division of this Proposal into parts, sections, paragraphs and subparagraphs, and the insertion of headings herein, are for convenience of reference only and are not to affect the construction or interpretation of this Proposal.

### **Date for Action**

- 1.3 In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

### **Accounting Principles and Governing Law**

- 1.4 This Proposal shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal Laws of Canada applicable therein. All questions as to the interpretation of or application of this Proposal and all proceedings taken in connection with the Proposal and its provisions shall be subject to the jurisdiction of the Court.

### **Effect of Proposal**

- 1.5 This Proposal restructures the affairs of the Debtor and amends the terms of any and all agreements between the Debtor and the Creditors, existing as at the Filing Date and provides the essential terms on which all Claims will be fully and finally resolved and settled.
- 1.6 From and after the date of the Final Order, any conflict between (a) the Proposal and (b) any agreement, written or oral, between Secured, Preferred or Unsecured Creditors and the Debtor will be deemed to be governed by the terms conditions and provisions of the Proposal and the Final Order, which shall each have precedence and priority.
- 1.7 If any term or provision of the Proposal is held by the Court to be invalid, void or unenforceable, the balance of the Proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

## **PART II PURPOSE AND EFFECT OF THIS PROPOSAL**

### **Purpose of Proposal**

- 2.1 The purpose of this Proposal is to affect a compromise of the Claims of all Creditors, including Secured Creditors other than as set out in the Proposal, of the Debtor, including without limitation, any Claims that a Creditor may have as a result of the insolvency of the Debtor, in the expectation that all Creditors will derive a greater benefit from the Proposal than would result from a forced liquidation of the Debtor's assets or a bankruptcy.

- 2.2 During the term of the Proposal, and provided that an Event of Default has not occurred and is continuing hereunder, all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Debtor or any of its property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies owing, to recover or enforce any judgment against the Debtor in respect of a Claim or to commence any formal proceedings against the Debtor other than as provided for under this Proposal or the Act.

#### **Interest**

- 2.3 Interest shall not accrue or be paid on Claims on or after the Filing Date, and no holder of a Claim shall be entitled to interest accruing on or after the Filing Date other than Secured Creditors pursuant to Section 6.1 who would be eligible to claim interest under an ongoing lending arrangement.

#### **Binding Effect**

- 2.4 On the Court Approval Date:
- i) the Proposal will become effective; and
  - ii) the treatment of Creditors under the Proposal shall be final and binding for all purposes and to the benefit of the Debtor, all Creditors, and all other parties named or referred to herein, or subject to, the Proposal and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

### **PART III RESTRUCTURING OF THE DEBTOR**

#### **Amendments to Agreements**

- 3.1 Notwithstanding the terms and conditions of any agreements or other arrangements between the Debtor and Creditors entered into before the Filing Date, for so long as an Event of Default has not occurred, all such agreements or other arrangements will be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements and the terms of this Proposal, the terms of this Proposal will govern. Creditors will provide such acknowledgement, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal.



**Paramountcy**

- 3.2 From and after the Final Order, any conflict between (a) the Proposal and (b) any agreement, written or oral, existing between one or more Creditors and the Debtor will be deemed to be governed by the terms, conditions and provisions of the Proposal and the Final Order, which shall take precedence and priority.

**Severability of Provisions**

- 3.3 If any term or provision of the Proposal is held by the Court to be invalid, void or unenforceable, the balance of the Proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

**PART IV  
POST FILING GOODS AND SERVICES**

- 4.1 The Debtor shall pay all Post Filing Goods and Services taxes and employee source deductions in full in the ordinary course of business and on terms as conditions as required by CRA.

**PART V  
PROPOSAL FUND**

- 5.1 The total amount of funds be paid under this Proposal to Preferred Creditors and Unsecured Creditors shall be the Proposal Fund, which shall be paid by the Debtor to the Proposal Licensed Insolvency Trustee as set out in this Proposal. All payments by the Proposal Licensed Insolvency Trustee under this Proposal shall be made pursuant to Part VI herein.
- 5.2 The Proposal Fund of \$60,000.00, will be funded and paid from income generated from post filing operations of the Debtor as follows:
- Commencing within 15 days of Court Approval of the Proposal, monthly payments of \$1,000.00, due on the last day of the subsequent month following the Final Order, shall be paid to the Proposal Licensed Insolvency Trustee by the Debtor for a period of 60 months; and
  - Dividends will be paid by the Proposal Licensed Insolvency Trustee on a annual basis commencing June, 2020.

**PART VI  
PAYMENT OF CREDITOR CLAIMS AND OTHER ITEMS**

**Payment of Secured Claims**

- 6.1 The Secured Creditors shall, subject to the provisions of the Act, be paid in accordance with the arrangements between the Debtor and the Secured Creditors which were either in effect at the Filing Date or as may be amended subsequent to the Filing Date as agreed to by the secured creditors and the Debtor in writing. The Debtor advises there are no Secured Creditors.

**Payment of Administrative Fees and Expenses**

- 6.2 Administrative Fees and Expenses will be paid in priority to all Claims of Secured Creditors, Preferred Creditors and Unsecured Creditors and shall be paid from the Proposal Fund and may be paid to the LIT immediately as funds become available subject to taxation by the Court. Such draws shall remain as LIT fees whether such Proposal is fully performed.
- 6.3 Administrative Fees and Expenses for this Proposal shall be paid as follows:
- a) Payment to the LIT shall be made upon filing of the Notice of Intention to file a Proposal in the amount of \$10,000.00, plus applicable taxes. This payment will not form part of the payments required under Section 5.2;
  - b) 15% of the total Proposal Fund, plus applicable taxes, will be paid to the LIT when dividend payments are made to Unsecured Creditors, pursuant to Section 5.2; and
  - c) Expenses for legal fees, filing fees and court fees, if any, will be paid as they are invoiced from the funds held in trust by the LIT.

**Payment of Preferred Claims**

- 6.4 Preferred Claims under Section 136 of the BIA, without interest and after payment of Administrative Fees and Expenses, are to be paid in full in priority to all claims of Unsecured Creditors including, without limitation, any entitlement of Unsecured Creditors to the payments to be made under paragraph 6.9 of this Proposal.

**Payment of Crown Claims**

- 6.5 During the period between the Court Approval Date and the Effective Date, the Debtor shall pay and keep current Her Majesty in right of Canada and in right of Ontario all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* (Canada) or any substantially similar provision of Ontario legislation.

- 6.6 Any amounts outstanding under Section 54.(2.1) of the Act will be paid within 6 months of a Final Order for all Claims of her Majesty in right of Canada or a province of a kind that could be subject to a demand under:
- a) subsection 224(1.2) of the *Income Tax Act* (Canada);
  - b) any provision of the Canada Pension Plan or the Employment Insurance Act (Canada) that refers to subsection 224(2.1) of the Income Tax Act (Canada) 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 (Canada), or a premium under Part VII.1 of the Employment Insurance Act (Canada), and of any related interest, penalties or other amounts; or
  - c) any provisions of provincial legislation that has a similar purpose to subsection 224(1.2) of the Income Tax Act (Canada), 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 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 (Canada); or
    - ii) is of the same nature as contribution under the Canadian 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 the subsection.

#### **Payment of Unsecured Claims**

- 6.7 Unsecured Creditors shall include the Claims of any Secured Creditors claim under paragraph 6.1 more than the value of the collateral under the security granted and Unsecured Creditors. There are no Secured Claims that are valued less than the security granted.
- 6.8 Payment to Unsecured Creditors will be made from the Proposal Fund received by the LIT. The distribution to unsecured creditors will happen after every sixth payment received. The first dividend payment will commence October 2019 and ever 6 months thereafter.
- 6.9 After payment by the LIT of all amounts payable under paragraphs 6.3 and 6.4 this Proposal, the LIT shall pay to the remaining Unsecured Creditors on a pro-rata basis the remaining funds from paragraph 6.8.

### **Effect of Payment**

- 6.10 Creditors will accept the payments provided for in this Proposal in complete satisfaction of all their Claims, whether against the Debtor or against Third Parties, including the Debtor's officers and directors and all liens, certificates of pending litigation, executions or any other similar charges or actions or proceedings in respect of such Claims will have no effect in law or in equity against the property, assets and undertaking of the Debtor or Third Parties. Upon the Debtor making all payments as required to completely fund the Proposal Fund, any and all such liens, certificates of pending litigation, executions or other similar charges or actions will be discharged, dismissed or vacated without costs to the Debtor, or any Third Parties. Creditors waive their rights to contest any sale of assets pursuant to the provisions of the *Bulk Sales Act* of Ontario.
- 6.11 The Debtor will have the ability to accelerate the payments in Section 5.2 at any time without penalty or charge.
- 6.12 From the payment to Preferred and Unsecured Creditors, the Superintendent's Levy will be withheld when amounts are paid to Creditors.

### **Proof of Claim**

- 6.13 Creditors who do not file valid proofs of claim after receiving the LIT's notice to file a proof of claim under Section 89(1) of the Act will, upon the expiry of the 30 day notice period and the final distribution by the LIT be forever barred from filing a proof of claim in this Proposal.

## **PART VII EVENTS OF DEFAULT**

- 7.1 The following events will constitute "Events of Default" for purposes of Section 62.1 of the Act and otherwise under this Proposal:
- (a) the non-payment to the LIT of the monthly payment due from the Debtor pursuant to paragraph 5.2;
  - (b) the non-payment by the Debtor of the amount that may be due, if any, pursuant to paragraphs 6.5 and 6.6.

**PART VIII  
LICENSED INSOLVENCY TRUSTEE**

**Confirmation of Appointment**

- 8.1 MNP LTD., of the City of Ottawa, in the Province of Ontario, shall be the LIT under this Proposal and all monies payable under this Proposal shall be paid over to the LIT who shall make the payment of all dividends in accordance with this Proposal.
- 8.2 MNP LTD. shall at all time have the authority and powers of a Licensed Insolvency Trustee under the Act, as they may be applicable, including the power to disallow Claims.
- 8.3 MNP LTD. is acting in its capacity as LIT and not in its personal capacity and no officer, director, employee or agent of MNP LTD. shall incur any obligations or liabilities in connection with this Proposal or in respect of the business or liabilities of the Debtor.
- 8.4 Any payments made by the LIT to Secured, Preferred and Unsecured Creditors hereunder shall be made by the LIT net of any levies payable or due under the Act.

**PART IX  
RELEASE**

- 9.1 Upon the implementation of this Proposal on the Effective Date, all amounts that may or may not otherwise be due and owing by the Debtor, for any debts or other obligations of the Debtor, shall be released and discharged from any and all Claims, demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any person may be entitled to assert as of the Filing Date of this Proposal.

**PART X  
INSPECTORS**

**Appointment of Inspectors**

- 10.1 At a meeting or meetings of Creditors that are held to consider this Proposal the Unsecured Creditors will be entitled to appoint one or more, but not exceeding five (5) inspectors in total. The inspectors will have the following powers, but shall have no personal liability to the Debtor or to other Creditors:
- (a) the power to extend the dates of payments under this Proposal;

- (b) the power to waive any default in the performance of any provisions of this Proposal;
- (c) advising the LIT in respect of such matters as the LIT may refer to the inspectors; and
- (d) advising the LIT concerning any dispute that may arise as to the validity of Claims of Creditors under this Proposal.

## **PART XI MISCELLANEOUS**

### **Performance**

- 11.1 All obligations of the Debtor under this Proposal will commence as of the Final Order date. This Proposal will be fully performed for the purposes only of Section 65.3 of the Act upon payment to the LIT of the amount referred to in Section 5.2. The LIT shall apply for its discharge after having made the payments to Secured Creditors, Preferred Creditors and Unsecured Creditors provided for herein.

### **Binding Effect**

- 11.2 The provisions of this Proposal will be binding on the Secured Creditors, Preferred Creditors and the Unsecured Creditors and the Debtor, and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Final Order.
- 11.3 At any meetings of all classes or separate classes of Creditors, the Debtor may at any time and from time to time, vary, amend, modify or supplement this Proposal, provided such action does not affect the rights of any other class without the consent of that class.

### **Consents, Waivers and Agreements**

- 11.4 Upon issuance of the Final Order, each Creditor will be deemed to have consented and agreed to all the provisions of this Proposal in its entirety, provided the Debtor is not in default under the Proposal or such default is waived or cured. Each Creditor, will be deemed:
- (a) to have waived any default by the Debtor in any provision, express or implied, in any agreement, written or oral, existing between the Creditor and the Debtor that has occurred on or prior to the Final Order; and
  - (b) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written

In the Matter of the Proposal of  
1739511 Ontario Corporation

or oral, existing between such Creditor and the Debtor as at the Final Order date and the provisions of this Proposal, then the provisions of this Proposal take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly.

#### **Further Actions**

- 11.5 The Debtor and the Creditors 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 hereby.

### **PART XII ANNULMENT OF PROPOSAL**

#### **Annulment**

- 12.1 If this Proposal is annulled by an order of the Court, all security documents, agreements and other arrangements that existed before approval of this Proposal, will be deemed to continue in full force and effect, as if the Proposal had been rejected at the initial meeting of Creditors provided, however, that all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of Creditors.

Dated at Ottawa, Ontario, this 8<sup>th</sup> day of March 2019.

**Bao Quang Ha**

Per: 

NAME: 1739511 Ontario Corporation

TITLE: Debtor

District of: Ontario  
 Division No. 12 - Ottawa  
 Court No. 12  
 Estate No.

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  
 1739511 Ontario Incorporated  
 of the City of Ottawa  
 in the Province of Ontario

To the debtor:

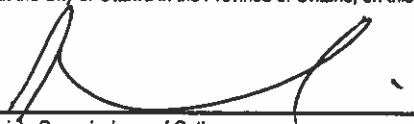
You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 8th day of March 2019. When completed, this form and the applicable attachments will 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" .....	89,594.00
Balance of secured claims as per list "B" .....	0.00
<b>Total unsecured creditors</b> .....	<b>89,594.00</b>
2. Secured creditors as per list "B" .....	0.00
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
<b>Total liabilities</b> .....	<b>89,594.00</b>
<b>Surplus</b> .....	<b>NIL</b>

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 .....	0.00
Doubtful .....	0.00
Bad .....	0.00
Estimated to produce .....	0.00
4. Bills of exchange, promissory note, etc., as per list "F" ...	60,000.00
5. Deposits in financial institutions .....	0.00
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, RRIFs, 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 .....	100.00
Amount paid on capital .....	100.00
Balance subscribed and unpaid .....	0.00
Estimated to produce .....	0.00
<b>Total assets</b> .....	<b>60,000.00</b>
<b>Deficiency</b> .....	<b>29,594.00</b>

I, Bao Quang Ha, of the City of Gloucester in the Province of Ontario, 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 8th day of March 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 Ottawa in the Province of Ontario, on this 8th day of March 2019.

  
 John Haralovich, Commissioner of Oaths  
 For the Province of Ontario  
 MNP LTD.  
 Expires June 10, 2019

  
 Bao Quang Ha

**John Pierre Haralovich,  
 A Commissioner, etc.,  
 Province of Ontario,  
 For MNP Ltd.  
 Expires June 10, 2019.**



District of: Ontario  
Division No. 12 - Ottawa  
Court No. 12  
Estate No.

FORM 78 -- Continued

List "A"  
Unsecured Creditors

1739511 Ontario Incorporated

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	CRA - Tax - Ontario GST/HST	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	7,073.00	0.00	7,073.00
2	CRA - Tax - Ontario Income Tax	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	82,521.00	0.00	82,521.00
<b>Total:</b>			<b>89,594.00</b>	<b>0.00</b>	<b>89,594.00</b>

08-Mar-2019

Date

  
Bao Quang Ha

District of: Ontario  
Division No. 12 - Ottawa  
Court No. 12  
Estate No.

FORM 78 -- Continued

List "B"  
Secured Creditors

1739511 Ontario Incorporated

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total:			0.00	0.00	0.00

08-Mar-2019

Date



Bao Quang Ha

District of: Ontario  
Division No. 12 - Ottawa  
Court No. 12  
Estate No.

FORM 78 – Continued

List "C"  
Preferred Creditors for Wages, Rent, etc.

1739511 Ontario Incorporated

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

08-Mar-2019

Date



Bao Quang Ha

District of: Ontario  
Division No. 12 - Ottawa  
Court No. 12  
Estate No.

FORM 78 – Continued

List "D"  
Contingent or Other Liabilities

1739511 Ontario Incorporated

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

08-Mar-2019

Date

  
Bao Quang Ha

District of: Ontario  
Division No. 12 - Ottawa  
Court No. 12  
Estate No.

FORM 78 – Continued

List "E"  
Debts Due to the Debtor

1739511 Ontario Incorporated

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
				0.00				
			Total:	0.00			0.00	
				0.00				

08-Mar-2019

Date

  
Bao Quang Ha

District of: Ontario  
Division No. 12 - Ottawa  
Court No. 12  
Estate No.

FORM 78 – Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel  
Mortgages, etc., Available as Assets

1739511 Ontario Incorporated

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
1	11232253 Canada Corp.	4-2450 Lancaster Road Ottawa ON		60,000.00	30-Apr-2019	60,000.00	Unsecured
Total:				60,000.00		60,000.00	

08-Mar-2019

Date

  
Bao Quang Ha

District of: Ontario  
Division No. 12 - Ottawa  
Court No. 12  
Estate No.

FORM 78 -- Continued

List "G"  
Real Property or Immovables Owned by Debtor  
1739511 Ontario Incorporated

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
			Total:	0.00	0.00

08-Mar-2019

Date

  
Bao Quang Ha

District of: Ontario  
Division No. 12 - Ottawa  
Court No. 12  
Estate No.

FORM 78 – Concluded

List "H"  
Property

1739511 Ontario Incorporated  
FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other			0.00	0.00
			<b>Total:</b>	<b>0.00</b>

08-Mar-2019

Date

  
Bao Quang Ha



District of: Ontario  
Division No. 12 - Ottawa  
Court No. 33-2484072  
Estate No. 33-2484072

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  
1739511 Ontario Incorporated  
of the City of Ottawa  
in the Province of Ontario

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

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

In the matter of the proposal of 1739511 Ontario Incorporated of the City of Ottawa in the Province of Ontario 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 8th day of March 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: Ontario  
Division No. 12 - Ottawa  
Court No. 33-2484072  
Estate No. 33-2484072

Proxy / Voting letter

In the matter of the proposal of  
1739511 Ontario Incorporated  
of the City of Ottawa  
in the Province of Ontario

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.

I, \_\_\_\_\_, creditor (or I, \_\_\_\_\_, representative of  
\_\_\_\_\_, creditor), of \_\_\_\_\_, a creditor in the above matter for the sum of  
\$ \_\_\_\_\_, hereby certify that:

(a) as a creditor who has proven claim, I may indicate assent to or dissent from the consumer proposal at or prior to  
a meeting of creditors, or prior to the expiration of the 45-day period following the filing of the consumer proposal;

(b) a vote AGAINST the consumer proposal is not a deemed request for a meeting of creditors for the purpose of  
paragraph 66.15(2)(b) of the Act, and will not be counted in a vote on the consumer proposal unless a meeting of  
creditors is called;

(c) the administrator of the consumer proposal will be required to call a meeting of creditors only if, pursuant to  
section 66.15 of the Act:

- he/she is directed to do so by the official receiver within the 45-day period after the filing of the consumer  
proposal; or
- at the expiration of the 45-day period after the filing of the consumer proposal, creditors having in the  
aggregate at least 25 percent of the value of proven claims have so requested.

(d) if no meeting of creditors is called, the consumer proposal shall, by virtue of subsection 66.18(1) of the Act, be  
deemed to have been accepted by the creditors, regardless of any dissent(s) the administrator of the consumer  
proposal may have received.

I hereby request: *(Check and complete the appropriate section)*

- the administrator acting with respect to the consumer proposal to record my vote **FOR** the acceptance of the  
consumer proposal as made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
- the administrator acting with respect to the consumer proposal to record my vote **AGAINST** the acceptance of  
the consumer proposal as made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_;
- the administrator acting with respect to the consumer proposal to record my vote **AGAINST** the acceptance of  
the consumer proposal as made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and  
**REQUEST THAT A MEETING OF CREDITORS BE CONVENED.**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Creditor or Representative of Creditor

Return To: MNP LTD. - Licensed Insolvency Trustee

\_\_\_\_\_  
1600 Carling Avenue, Suite 800  
Ottawa ON K1Z 1G3  
Phone: (613) 691-4270 Fax: (613) 726-9009