

April 19, 2024

**To all Creditors of Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd.**

**Re: In the Matter of the Proposal of Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd. (the “Companies”)**

---

On March 13, 2024, the Companies filed a Notice of Intention to make a Proposal and on April 12, 2024, filed a Proposal to Creditors. MNP Ltd. was appointed Licensed Insolvency Trustee in the Proposal Proceedings.

Enclosed for your attention is a copy of the Creditor's Package containing the following documents:

- Notice of Proposal to Creditors (Form 92);
- Proposal;
- Trustee's Report to Creditors;
- First page of Statement of Affairs (Form 78);
- Proof of Claim with Proxy (Form 31 and Form 36) and Voting Letter (Form 37); and,
- Checklist for Completing a Proof of Claim Form.

The First Meeting of Creditors (“FMOC”) is scheduled to be held on May 1, 2024, at 2:00 pm (PDT). The FMOC will be conducted via conference call with the following call-in details:

Dial in: (877) 252-9279  
Passcode: 140 096 811#

The purpose of the FMOC is to consider the Companies' affairs and to vote on the Companies' Proposal to Creditors. Proven creditors may vote virtually at the FMOC or through a voting letter. In order to be eligible to vote at the FMOC, creditors must have completed and submitted a properly executed Proof of Claim including a proxy, if applicable, prior to the start of the FMOC to allow for sufficient time for the Trustee to review the claims.

Further information on the Proposal Proceedings can be obtained from the Trustee's website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/autostrada-hospitality>

Should you require further information, including assistance with completing a Proof of Claim or Voting Letter, please contact us at 604-689-8939 or by email at [InsolvencyClaimsTBG@mnp.ca](mailto:InsolvencyClaimsTBG@mnp.ca).

Yours very truly,

**MNP Ltd.**

**In its capacity as Licensed Insolvency Trustee in the Proposal of Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd., and not in its personal capacity.**

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B240184  
Estate No. 11-3055264

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

In the Matter of the Joint Proposal of  
Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd.  
of the City of Vancouver, in the Province of British Columbia

Take notice that Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd. of the City of Vancouver in the Province of British Columbia has lodged with me 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.

A general meeting of the creditors will be held on the 1st day of May 2024 at 2:00 PM at By Teleconference, Vancouver, BC or (877) 252-9279 Phone conference ID: 140 096 811#.

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 must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dated at the City of Vancouver in the Province of British Columbia, this 12th day of April 2024.

MNP Ltd. - Licensed Insolvency Trustee



---

1630 - 609 Granville Street, PO Box 10203 LCD Pacific Centre  
Vancouver BC V7Y 1E7  
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.)

District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. B240184  
 Estate No. 11-3055264

FORM 92 --- Concluded

In the Matter of the Joint Proposal of  
 Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd.  
 of the City of Vancouver, in the Province of British Columbia

<b>List of Creditors with claims of \$250 or more.</b>			
Creditor	Address	Account#	Claim Amount
Accurate Lock and Safe	439 6th St, New Westminster BC V3L 3B1		285.39
Achieve CPA LLP	Suite 520-4400 Dominion Street, Burnaby BC V5G 4G3		10,000.00
BC Hydro & Power Authority Credit Admin	333 Dunsmuir St, 7th floor Vancouver BC V6B 5R3		1,681.84
CRA - Tax - Pacific	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1	GST	5,587.38
Goal Vision Ltd.	2429 East 12th Ave. Vancouver BC V5M 2C1		15,360.00
Kootney Natural Meats	Wynndel Creston BC V0B 1G0		1,041.00
Ministry of Finance - PST - British Columbia	Station Provincial Government PO Box 9445 Victoria BC V8W 9V5	Provincial Sales Tax	6,819.33
Ministry of Finance - PST - British Columbia	Station Provincial Government PO Box 9445 Victoria BC V8W 9V5	Employer Health Tax	6,614.91
Riley Park Development	Suite 2400 – 320 Granville Street, Vancouver BC V6C 1S9		138,014.77
Scotiabank c/o Canaccede International Management Ltd.	PO Box 758 Stn B London ON N6A 4Y8	CEBA	40,000.00
TD Canada Trust C/O FCT Default Solutions	PO Box 2514, Station B London ON N6A 4G9	LOC	18,225.96
TD Canada Trust Visa C/O FCT Default Solutions	PO Box 2514, Station B London ON N6A 4G9		20,920.00
Vancity Credit Union Special Accounts	PO Box 2120, Station Terminal Vancouver BC V6B 5R8	CEBA	40,000.00
<b>Total</b>			<b>304,550.58</b>

ESTATE NO. 11-3055264  
COURT NO. B240184  
VANCOUVER REGISTRY

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

**IN THE MATTER OF THE PROPOSAL OF  
AUTOSTRADA HOSPITALITY (DOWNTOWN) LTD. & AUTOSTRADA  
HOSPITALITY (MAIN ST.) LTD.**

**PROPOSAL**

**OF**

**AUTOSTRADA HOSPITALITY (DOWNTOWN) LTD. &  
AUTOSTRADA HOSPITALITY (MAIN ST.) LTD.**

**DATED FOR REFERENCE APRIL 11, 2024**

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

**ARTICLE I  
DEFINITIONS & INTERPRETATION**

**1.1 DEFINITIONS**

In this Proposal, including the attached schedules:

“**Approval Order**” means the court order made in the Proposal 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.

“**Business Day**” means a date other than a Saturday, Sunday or statutory holiday in British Columbia.

“**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 His Majesty the King 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 as a result of the termination of such contracts as at the date of such termination.

“**Classes**” means the classes of Creditors created under the Proposal.

“**Company**” means Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd., Insolvent Persons incorporated under the laws of British Columbia and having filed a Joint Notice of Intention to Make a Proposal.

“**Court**” means the Supreme Court of British Columbia.

“**CRA**” means His Majesty the King in Right of Canada as represented by the Minister of National Revenue.

“**Creditor**” means a person having a Proven Claim.

“**Disallowed Claimant**” means a person filing a Proof of Claim with the Trustee which is disallowed in whole or in part by the Trustee until either:

- (a) The time period for disputing the Trustee’s disallowance established in the Proposal expires without the filing of a motion to Court by such Disallowed Claimant, in which case the Disallowed Claimant shall not have a claim; or
- (b) A motion has been filed by the Disallowed Claimant disputing the disallowance and either:
  - (i) The Court has upheld the Trustee’s disallowance in which case the Disallowed Claimant shall not have a Claim; or
  - (ii) The Court has varied either in whole or in part, the Trustee’s disallowance, in which the case the amount established by the Court will become a Claim.

“**Filing Date**” means March 13, 2024, the date when the Notice of Intention to Make a Proposal was filed.

“**General Creditors**” means:

- a) Any Creditor who is not a Secured Creditor;
- b) Any Creditor who has any deficiency claim in connection with any security, mortgage, charge or encumbrance;
- c) Any Secured Creditor who has elected to file a proof of claim as an unsecured creditor under section 50.1(3) of the BIA.

“**Implementation Date**” means the first Business Day after the date the Court approves the Proposal.

“**Insolvent Person**” means that definition set out in Section 2 (1) of the BIA.

**“Meeting”** means the meeting of the General 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.

**“Post Filing Creditor Claims”** means all claims of Post Filing Creditors for amounts alleged to be owed to them arising after the Filing Date.

**“Post Filing Creditor”** means any person who has supplied goods or services to or who has an entitlement to receive sales or excise taxes, source deductions or assessments and premiums from the Company arising subsequent to the Filing Date in relation to any unpaid amounts relating thereto and extends to include the federal or provincial Crown for amounts owed in respect of federal or provincial sales or excise taxes collected subsequent to the Filing Date, or amounts owing in respect of source deductions on account of employee income tax, Canada Pension Plan contributions and Employment Insurance premiums arising subsequent to the Filing Date, and amounts payable to any Workers’ Compensation authority whether as to premiums or assessments accruing due subsequent to the Filing Date.

**“Preferred Creditors”** 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 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 the Creditors, as from time to time amended, modified or supplemented pursuant to an order of the Court, or pursuant to an agreement among the Company and any of the Creditors or Class, as provided for herein or pursuant to any Meeting of the Classes, and may be referred to as being the Proposal of the Company dated for reference April 11, 2024.

**“Proposal Fund”** has the meaning given to it in Article III.

**“Proposal Proceeding”** means the proceeding commenced by the Company under the BIA in Action No. 11- 3055264 in the Vancouver Registry of the Court.

**“Proven Claim”** means a Claim that has been filed with the Trustee in accordance with the Proposal and has either been accepted and allowed by the Trustee and the Company or has been allowed by the Court, in whole or in part.

**“Related Parties”** means that definition set out in Section 4 (2) of the BIA.

**“Secured Creditor”** means those creditors holding perfected valid security interests against assets or property of the Company or holding a valid mortgage, charge or encumbrance in the assets or property of the Company.

**“Trustee”** means MNP Ltd., appointed as Licensed Insolvency Trustee in the Proposal Proceedings.

## ARTICLE II 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 General Creditors of the Company on a fair and equitable basis.

### 2.2 TRUSTEE UNDER THE PROPOSAL

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 III CREDITOR CLASSES AND PAYMENTS

### 3.1 CLASSES OF CREDITORS

There will be one Class of Creditors for the purpose of considering and voting upon the Proposal consisting of the General Creditors.

### 3.2 SECURED CREDITORS

Secured Creditors including Bennington Financial Corp., and CWB National Leasing Inc. shall be paid in accordance with the present arrangements existing between the Company and respective Secured Creditors, as amended from time to time, or as may be arranged in the future between the Company and each Secured Creditor respectively.

### 3.4 PAYMENT

3.4.1 The Company will pay a total of \$164,222.37 to the Trustee for the benefit of General Creditors and the Company's obligations pursuant to paragraphs 3.5 of the Proposal and pursuant to the provisions of the *BIA* (the "Proposal Fund") as follows:

- (a) \$103,922.37, being the net proceeds from the sale of Autostrada Hospitality (Downtown) Ltd.'s asset which was paid to the Trustee on March 22, 2024; and
- (b) \$60,300.00 to be paid by way of 36 payments beginning on April 15, 2024, and ending on April 15, 2027. Each payment shall be in the amount of \$1,675 and shall be paid on the 15<sup>th</sup> day of each month (or the next Business Day if the 15<sup>th</sup> is not a Business Day).

3.4.2 The Trustee will distribute to General Creditors the Proposal Fund as follows:

- (a) Each of the General Creditors will be paid their proportionate *pro rata* share of the amount of the Proposal Fund which remains after each of the payments described in paragraph 3.5.
- (b) Within ten days of the Implementation Date, the Trustee will prepare an interim distribution to the General Creditors in the amount of \$65,000.
- (c) The Trustee will prepare an annual distribution to the General Creditors or at an alternative interval as determined by the Inspectors, if appointed.

3.4.3 Notwithstanding the foregoing, the Company is obligated to pay only the aggregate amount of all Proven Claims and amounts accruing due to the Trustee pursuant to paragraph 3.5 of the Proposal. If and when the Company pays in full the Proven Claims and amounts accruing due to the Trustee as a Preferred Claim pursuant to paragraph 3.5 of the Proposal, the Company shall be deemed to have fully performed this Proposal and the Company shall not be required to make any further payment to the Trustee.

3.4.4 The Company is at liberty to prepay, without penalty, any amounts payable under this Proposal.

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

3.5.1 His Majesty the King in Right of Canada or a Province shall be paid in full all amounts of a kind which could be subject to a demand under sub-section 224(1.2) of the *Income Tax Act* or under any substantially similar provision of provincial legislation and that were outstanding at the time of the Filing Date, within six months of the Approval Order.

3.5.2 Provision for payment of all proper fees, expenses and legal costs (the "Trustee's Fees") of the Trustee, and of the Company, of and incidental to the proceedings arising in the Proposal Proceeding together with such fees of the Trustee incidental to and arising from the preparation of this Proposal shall be paid in full in priority to the claims of all Creditors. In the event no Inspectors are appointed, the Trustee may take advances of the Trustee's Fees, subject to final taxation by the Court. Such advances may be taken from time to time, with the first advance commencing on or after the Implementation Date.

3.5.3 Immediately after Court approval of the Proposal, employees and former employees of the Company shall be paid amounts equal to the amounts they would be qualified to receive under paragraph 136(1)(d) of the *BIA* had the Company become bankrupt on the date of Court approval of the Proposal as well as wages, salaries, commissions or compensation for services rendered after the date of the Filing Date and the date of the Approval Order.



3.5.4 Preferred claims (which include claims of employees) are to be paid in priority to all claims of General Creditors pursuant to sections 60(1) and 136 of the BIA.

### 3.6 EFFECT ON CREDITORS

Effective as of the Implementation Date, upon satisfaction of the claims of Creditors in the manner described in this Proposal, the Company shall be released from all claims, liabilities and obligations to all General Creditors.

## ARTICLE IV DELIVERY OF PROOFS OF CLAIM

### 4.1 DELIVERING PROOFS OF CLAIM

The Creditors shall deliver their Proofs of Claim for review by the Trustee and the Company by faxing the completed Proof of Claim to the Trustee at Fax No. (604) 685-8594, Attention: Seamus Boyle or by e-mailing the completed Proof of Claim to the Trustee at: [InsolvencyInfoTBG@mnp.ca](mailto:InsolvencyInfoTBG@mnp.ca) or mailing the Proof of Claim to the address of the Trustee set out in Article 10.2., or by depositing such a Proof of Claim with the Trustee prior to the commencement of the Meeting.

### 4.2 FAILURE TO FILE PROOFS OF CLAIM PRIOR TO MEETING

If a Creditor fails to either deliver a Proof of Claim to be received by the Trustee prior to 5:00 pm on the day before the date for the Meeting for the Classes, or fails to deposit a Proof of Claim with the Trustee or his nominee on or before the time for commencement of the Meeting, the Creditor shall have no right to vote in respect of the Proposal. Subject to Article 4.3, failure by a Creditor to file a Proof of Claim by that deadline shall not disentitle such Creditor from receiving any future payment to be made under the Proposal.

### 4.3 DISPUTED PROOFS OF CLAIM

4.3.1 In the event that the Company disputes any Proof of Claim as to entitlement to participate in the Classes or as to amount of the 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.

4.3.2 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 of the Company unless the Creditor shall have filed with the Court a motion to value its Claim within thirty (30) days of the date that the disallowance notice is forwarded to the Creditor by the Trustee.

## **ARTICLE V MEETING OF THE CREDITORS**

### **5.1 GENERAL**

5.1.1 At the Meeting of the Creditors held to consider this Proposal the Creditors may appoint one or more but not exceeding five inspectors (the "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 interests of the Creditors that the time for payment of their Proven Claims be extended, the Inspectors will be entitled, without further reference or notice to the Creditors, to extend the time for payment of their Proven Claims.

5.1.2 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.

5.1.3 Upon payment to the Trustee as provided in Article III, this Proposal shall be fulfilled and the Creditors shall have no further claims against the Company.

### **5.2 MEETING**

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

### **5.3 VOTING**

Except as provided in paragraph 5.4, for the purposes of voting as a member of the Classes, each Creditor shall have one vote for the purposes of determining a majority in number and each Creditor shall be entitled to one vote for each \$1.00 of its Proven Claim.

5.4 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.

5.5 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 of the Meeting upon notice to those persons present at the Meeting for the purposes of considering amendments to the proposal contemplated in Article VI.

**ARTICLE VI  
AMENDMENTS AND MODIFICATIONS**

6.1 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 General Creditors at the Meeting.

6.2 MODIFICATION OF PROPOSAL

After the Meeting, the Proposal may be modified 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. On such application, the Proposal may be modified as may be reasonably necessary to ensure the successful reorganization of the Company in accordance with the purposes of the Proposal.

6.3 WAIVERS

Any provision of the Proposal may be waived, with the consent of the Trustee or by a Creditor if such provision affects only that Creditor.

**ARTICLE VII  
APPLICATION FOR APPROVAL ORDER**

7.1 APPLICATION FOR APPROVAL ORDER

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

7.2 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.

7.3 COMPROMISE OF INDEBTEDNESS

Upon acceptance of the Proposal by the requisite numbers of Creditors, approval of the Proposal by the Court and payment to the Creditors on or following the Implementation Date as contemplated under the Proposal, the Creditors shall have no further rights to enforce their Claims except as provided in the Proposal.

7.4 RELEASE OF DIRECTORS

Effective upon the Implementation Date, the directors of the Company shall be released from any obligations of the Company where the directors are by law liable in their capacity as directors for the payment of such obligations but shall not include claims that:

- (a) relate to contractual rights of one or more creditors arising from contracts with one or more directors; or
- (b) are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors.

**ARTICLE VIII  
APPROVAL PROCEDURE**

8.1 PRECONDITIONS TO IMPLEMENTATION

The Proposal is expressly subject to all of the following conditions precedent:

- (a) approval by the requisite majority of the Creditors pursuant to the BIA;
- (b) approval of the Proposal by the Court; and
- (c) such other orders by the Court as may be required in order to completely implement the Proposal.

8.2 EFFECTIVENESS

The Proposal will become effective upon the Implementation Date and will apply to all Creditors and all Proven Claims against the Company both domestic and foreign irrespective of the jurisdiction in which such Creditors reside or where the Proven Claims arise.

8.3 IMPLEMENTATION

Subject to the conditions precedent set out in Article 8.1, payments to Creditors will occur as set out in Article III.

#### 8.4 EXECUTORY CONTRACTS

On or before the date of the Approval Order, the Company may, if necessary, seek an order from the Court confirming that:

- (a) all executory contracts to which the Company is a party at the date of such application, are in full force and effect and at the Implementation Date notwithstanding that the Company has commenced this Proposal Proceeding, filed a Proposal, or any compromises effected pursuant to the Proposal on the holders of such executory contracts; and
- (b) no party to such executory contracts shall be entitled to terminate, or repudiate its obligation under such executory contracts following the Implementation Date by reason of the commencement of the Proposal Proceeding, the contents of the Proposal, the non-payment of any Claim, or any compromises effected under the Proposal.

### ARTICLE IX DISALLOWED CLAIMANTS

#### 9.1 VALIDITY OF CLAIMS

If the Proposal is not approved by the requisite majority of the General Creditors voting at the Meeting as required by the BIA, and the sole reason for that non-approval is the vote of a Disallowed Claimant or Disallowed Claimants, the Company will apply to the Court, at the earliest convenient date for all parties, to determine the validity of the amount alleged due by such Disallowed Claimant or Disallowed Claimants.

#### 9.2 STATUS QUO

Until such time as the amount which is alleged to be owed by the Company to a Disallowed Claimant who has voted against the Proposal and whose vote, either alone or in conjunction with other Disallowed Claimants, has governed the Class of which it is a proper member is finally determined:

- (a) the Company will maintain the status quo;
- (b) the effect of the Proposal and all steps to be taken hereunder will continue with respect to all other Creditors pending the determination of the issues between the Company and the Disallowed Claimants; and
- (c) The Company will defer any application for the Approval Order until the dispute has been resolved by the Court.

## **ARTICLE X GENERAL**

### 10.1 HEADINGS

The division of the Proposal into Sections 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.

### 10.2 SECTION REFERENCE

Unless otherwise specified, references in the Proposal to “Sections” and “Schedules” are to sections of and schedules to the Proposal.

### 10.3 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.

### 10.4 NUMBER AND GENDER

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

### 10.5 CURRENCY

All references to amounts of money mean lawful currency of the Dominion of Canada unless otherwise expressly indicated. All Proofs of Claim submitted by Creditors in U.S. dollars will be converted to Canadian dollars at the rate of exchange applicable at the Filing Date.

### 10.6 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.

### 10.7 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 e-mail or mail by regular or registered or certified mail, return receipt requested, to the Company at the following address:

c/o MNP Ltd.  
*Licensed Insolvency Trustee in the Proposal  
Proceedings of Autostrada Hospitality (Downtown) Ltd. & Autostrada  
Hospitality (Main St.) Ltd.*

Suite 1630  
609 Granville Street  
PO Box 10203 LCD Pacific Centre  
Vancouver, B.C. V7Y 1E7

Attention: Seamus Boyle

Telephone: (778) 372-5384

Facsimile: (604) 685-8594

E-mail: Seamus.Boyle@mnp.ca

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

#### 10.8 SUCCESSORS AND ASSIGNS

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

DATED at the City of Vancouver, Province of British Columbia this 11th day of April, 2024.

**AUTOSTRADA HOSPITALITY (DOWNTOWN) LTD. & AUTOSTRADA  
HOSPITALITY (MAIN ST.) LTD.**

Per: 

\_\_\_\_\_  
Authorized Signatory

COURT NO. B240184  
ESTATE NO. 11-3055264

VANCOUVER REGISTRY

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

**IN THE MATTER OF THE JOINT PROPOSAL OF  
AUTOSTRADA HOSPITALITY (DOWNTOWN) LTD. & AUTOSTRADA  
HOSPITALITY (MAIN ST.) LTD.**

**TRUSTEE'S REPORT TO CREDITORS**

**BACKGROUND**

Autostrada Hospitality (Downtown) Ltd. ("**Downtown**") and Autostrada Hospitality (Main St.) Ltd. ("**Main St.**"), (collectively, the "**Companies**") are Vancouver based restaurants. The British Columbia Companies Registry reports that Dustin Dockendorf and Lucais Syme are directors (the "**Directors**") of the Companies.

Downtown's operations ceased prior to the beginning of the Companies' insolvency proceedings. Main St. continues to operate in the normal course. The Directors reported that Main St. had entered into a lease agreement for restaurant space with Riley Park Development Limited Partnership and its general partner Riley Park GP Inc. (the "**Landlord**") and that Downtown signed in the capacity as a guarantor for the lease. Main St. was not able to fulfil the terms of the lease agreement and the Landlord took action with respect to Main St.'s defaults. The Landlord terminated the lease agreement on December 11, 2023.

As a result of the monetary claim sought by the Landlord the Companies were not able to meet all of their obligations to the creditors resulting in Management deciding to seek creditor protection to permit a restructuring of the Companies' financial affairs. Management filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to the provisions of the *Bankruptcy and Insolvency Act* ("**BIA**") on March 13, 2024, and MNP Ltd. consented to act as Licensed Insolvency Trustee ("**Trustee**") in the proposal proceedings.

The Companies filed a joint proposal to their creditors on April 12, 2024 (the "**Proposal**").



In preparing this Trustee's Report to the Creditors (the "**Report**") and making the comments herein, the Trustee has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information, the Companies' books and records, discussions with management and information from other third-party sources (collectively, the "**Information**"). Except as described in this Report, the Trustee has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards or other standards established by the Chartered Professional Accountants of Canada.

Capitalized terms used in the Report are the same as those referenced in the Proposal. Unless otherwise stated herein, all references to currency are to Canadian currency.

## **SUMMARY OF PROPOSAL**

A summary and major terms of the Proposal are as follows:

- There will be one Class of Creditors for the purpose of considering the Proposal consisting of the General Creditors.
- The Company shall continue to pay the Secured Creditors in accordance with present arrangements, as amended from time to time, or as may be arranged in the future between the Company and each Secured Creditor respectively. Secured Creditors will not vote on this Proposal as their claims are not being compromised by the Proposal.
- The Company shall make certain payments (defined as the "**Proposal Fund**") to the Trustee for the benefit of the General Creditors as well as certain priority obligations pursuant to the provisions of the BIA and as set out in the Proposal. These payments include specific payment amounts outlined in the Proposal, in addition to payment of the Trustee's fees and costs in this matter.
- The Company will pay the Trustee an amount of \$103,922, representing the net proceeds from the sale of the Downtown assets. Further, the Company will also pay the Trustee thirty-six (36) payments totaling \$60,300, each of \$1,675 which are due to be paid by the Company to the Trustee on the 15<sup>th</sup> day of each month beginning April 15, 2024. The total of the payments by the Company to the Proposal Fund under this Proposal is \$164,222. The Trustee's fees will be paid from the Proposal Fund.
- Canada Revenue Agency ("**CRA**") will be paid in full by the Proposal Funds within 6 months of Court Approval of the Proposal, for unremitted payroll source deductions.
- The Trustee's fees and expenses, and legal costs of the Trustee arising out of the Proposal shall be paid from the Proposal Fund, in priority to the General Creditors.
- General Creditors will be paid a pro rata share of the remaining funds in the Proposal Fund.

- The Proposal contains a provision that claims against the Company's Director are compromised after the approval of the Proposal by the Court.

## **OPERATIONS**

Main St. has continued normal course operations subsequent to the filing of the Notice of Intention on March 13, 2024. The Company has also continued to carry on business with its suppliers on terms which are acceptable to Main St. and its suppliers.

Main St. currently employs approximately 14 full and part-time employees. The Company's payroll is processed on a bi-weekly basis and employees are being paid in accordance with the payroll schedule. The Company utilizes the services of third party bookkeeper and third party payroll processing company for the purposes of confirming and remitting payroll source deductions to the Canada Revenue Agency.

Management is of the view that Main St. will achieve profitability as they have reduced operating costs, particularly management fees and compensation and expect sales to increase from continued focus on providing a quality positive dining experience for its customers.

Downtown's operations ceased in the fourth quarter of 2023. Management negotiated a sale of Downtown's assets prior to the Companies' filing the NOI. The Trustee was made aware of the sale of Downtown assets and was provided with the details of the sale. The assets sold included restaurant equipment and the leasehold improvements and produced net proceeds of \$103,922. The Trustee currently holds these funds in its trust account. The Trustee is of the view that the value realized for Downtown's assets by Management was significantly higher than the net realization under a forced liquidation scenario. Further the Trustee is of the view that the Management took reasonable steps to obtain the highest value for Downtown's assets. Accordingly, the Trustee takes no issue with the sale of the Downtown assets.

## **ASSETS**

Management provided their Statement of Affairs ("SOA") which outlines the assets and liabilities of the Company. The SOA is included in the documents circulated to the creditors with this Report.

### ***Cash in Bank***

The SOA includes a cash balance of \$103,000 which represents the net proceeds from the sale of the Downtown assets described above, which has already been forwarded to the Trustee. The cash flow projection filed in these proceedings predicts that as of the date of the First Meeting of Creditors, Main St.'s cash balance will be approximately \$17,000.

***Accounts Receivable***

The SOA shows no accounts receivable. This is in line with expectations given that payments by customers occur directly at the end of a meal.

***Inventory***

The SOA shows no value for inventory. For the purpose of this report, we have assumed that inventory would have no value under a bankruptcy scenario as the Trustee would be unable to realize on perishable goods and would not have the relevant licenses to take possession or sell the alcohol inventory.

***Equipment & Fixtures***

The SOA shows \$20,000 for Company owned equipment and fixtures. This value relates to the equipment and fixtures owned by Main St.. As previously reported, all Downtown equipment and fixtures were sold prior to the NOI being filed.

The net liquidation value of removable assets is anticipated to be approximately \$20,000 after taking into consideration auctioneer's commissions, potential transport costs, and other selling costs that would be incurred.

**LIABILITIES**

**Secured Creditors**

The Trustee has not obtained an independent legal opinion on the validity or enforceability of the various security agreements and/or potential claims of any secured creditors discussed in the Report.

The SOA shows no secured creditors. However, there is a security registration filed against Main St. as shown on an April 18, 2024, search of the Personal Property Registry of British Columbia. The security registration is a general security agreement for Vancity Savings Credit Union and was registered on March 6, 2024.

The Trustee will be required to review and adjudicate any secured claims that are submitted in this Proposal. To the extent there are proven secured claims, section 3.2 confirms that such secured claims will be paid in accordance with the present arrangements. Any payments to proven secured creditors will be paid directly from the Company and will not form any claim against the Proposal Funds.

*Preferred Creditors*

**Employees**

Employees are preferred creditors pursuant to Section 136 of the *Bankruptcy and Insolvency Act*, and as such, their preferred claims must be paid in full before any payments are made to the general unsecured creditors. Each employee's preferred claim may not exceed \$2,000, relating to wages and vacation pay during the six-month period immediately preceding the initial date of filing. Amounts owing in excess of the threshold or relate to a period more than six months prior to the Notice of Intention, are general unsecured claims. Any claims relating to severance or termination pay are general unsecured claims.

In a bankruptcy scenario, preferred claims of employees (wages/vacation pay) become a secured charge over current assets, and takes priority over other secured creditors, with the exception of the claim of CRA pertaining to unremitted payroll withholdings. Claims for outstanding termination pay rank as general unsecured claims in a bankruptcy or proposal scenario.

The Trustee is not aware of any preferred amounts owing to present or former employees with regards to the Proposal. However, it is expected that there would be accrued wages and vacation pay, along with severance obligations owing under a bankruptcy scenario. For the purposes of this report we have assumed each employee would be owed a preferred claim of \$2,000, and a further \$2,000 unsecured claim.

**Unsecured Creditors**

The Company's Statement of Affairs indicates unsecured creditors of approximately \$304,587. Ultimately the amount owing to creditors will be based upon the proven claims filed in the Proposal proceedings.

Under a bankruptcy scenario we have assumed additional unsecured claim amounts related to the employees:

Employees Termination / Severance costs	\$28,000
---	----------

The voting rights or rights to participate in the Proposal Funds may be impaired if any claim is determined to be a Related Party Claim or a Non-Arm's Length Claim as defined within the BIA, or related legislation and regulations.

## **CONDUCT OF THE DEBTOR**

Since the filing the NOI, and in preparation for its filing, the Company has been acting in good faith by organizing its affairs and investigating various options with a view to formulating and presenting a proposal to its creditors. In particular, and as examples, the Company has:

- Reduced operating costs for Main St.;
- Hired a new chef to improve food quality and dining experience for customers;
- Has undertaken renewed marketing efforts;
- Assessed options for a sale of the business as a going concern;
- Provided the net proceeds from the Sale of the Downtown assets to the Trustee without delay; and
- The Company is up to date with all of its filing and payment obligations to Canada Revenue Agency since the filing of the NOI and has continued to meet its obligations under the BIA, including the monitoring program set out by the Proposal Trustee at the outset of the engagement.

The Trustee undertook a material transaction (in excess of \$10,000) review covering the prior year to identify any potential material preferential payments or transactions at undervalue that may be pursued by a Trustee in bankruptcy. We identified 28 payments from the Main St. bank account and 26 transactions from the Downtown bank account in excess of \$10,000 during this period. These payments were primarily related to payroll and remittances to CRA. The Trustee continues to review these payments with Management, however as of the date of this report the Trustee has not identified material preferential transactions or transactions at under value that would likely be challenged by a Trustee in Bankruptcy pursuant to the provisions of the BIA.

## **REMUNERATION OF THE TRUSTEE**

The costs of administration pertaining to the Trustee's fees and disbursements and legal costs incurred in relation to the Proposal are a preferred claim and will be paid from the Proposal Fund and will be subject to taxation by Court and approval of the Inspectors, if appointed, or the creditors should no Inspectors be appointed.

The Proposal includes that in the event no Inspectors are appointed, the Trustee may take advances of Trustee's Fees, subject to final taxation by the Court. Such advances shall not be taken less than on a quarterly basis, commencing after approval of the Proposal by Court. If any Inspectors are appointed, they must approve any advances to the Trustee for fees, in accordance with the BIA.

The estimated Trustee fees are included in the Statement of Estimated Realization. However, we note that due to the term of the Proposal, minor monthly changes in the expected costs will result in a material change over the full period of the Proposal.

The Trustee holds a third-party retainer of \$24,000 related to this matter.

### **CONSEQUENCES OF NON-APPROVAL OF THE PROPOSAL**

If the Proposal is not accepted by the creditors, the Companies will each be deemed to have made an individual assignments in bankruptcy on that date.

### **ESTIMATED REALIZATION – BANKRUPTCY vs. PROPOSAL**

The Trustee has prepared a Statement of Estimated Realization (the “**Statement**”) which is attached as Schedule “A” to this Report and compares the estimated net realization in a bankruptcy for Downtown and for Main St. versus the joint proposal scenario.

The Proposal will provide \$164,222 to the Proposal Fund over the term of the Proposal, if the Company complies with the specific payments required under section 3.4.1. The Statement outlines the expected funding under the Proposal, costs, and then distribution to the General Creditors. The Proposal includes that a dividend in the amount of \$65,000 will be paid to the General Creditors within 10 days of the proposal being implemented and that dividends will be paid to the General Creditors annually (or as otherwise directed by the Inspectors). The General Creditors are expected to receive approximately 40% of their claims under the Proposal.

In a bankruptcy scenario, funds available for the Main St. Creditors will be primarily dependent on the asset realizations from the Main St. Assets. While the Trustee has presented our reasonable expectations regarding these realizations in this Report, actual realizations may vary materially from these estimates. We do not expect that there will be sufficient realizations from these assets to provide any recovery to the Main St. General Creditors.

The timing on the payout to creditors under the bankruptcy is expected to be between three and six months. The Downtown creditors are expected to receive approximately 24% of their claims under a bankruptcy scenario. The Downtown creditors includes the estimated shortfall experienced by the Landlord as Downtown is the guarantor of the lease obligation.

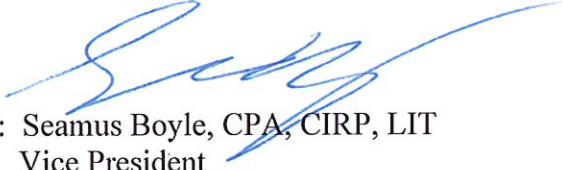
These percentages of creditor recovery will vary from the above analysis as the actual payout will be dependent on proven claims accepted by the Trustee (or by the Court) in this process which may be higher or lower than the amounts included in this analysis.

If the Company complies with the specific payments required under section 3.4.1, the Proposal will provide a significantly higher recovery (by approximately \$68,700) to the General Creditors than they would receive in a bankruptcy scenario. Accordingly, we recommend acceptance of this Proposal.

**DATED AT** the City of Vancouver, British Columbia this 19th day of April, 2024.

**MNP Ltd.**

In its capacity as Licensed Insolvency Trustee  
In the Joint Proposal Proceedings of  
Autostrada Hospitality (Downtown) Ltd. &  
Autostrada Hospitality (Main St.) Ltd.  
and not in its corporate capacity

  
Per: Seamus Boyle, CPA, CIRP, LIT  
Vice President

**In the Matter of the Joint Proposal of  
Autostrada Hospitality (Downtown) Ltd. &  
Autostrada Hospitality (Main St.) Ltd. &**

**Statement of Estimated Realization (rounded)**

**Bankruptcy vs. Proposal**

			Schedule "A"
	Proposal	Bankruptcy of Downtown	Bankruptcy of Main St.
<b>ESTIMATED RECEIPTS</b>			
Cash In Bank	\$ 103,922	\$ 103,922	\$ 17,000
Equipment , Furniture and Fixtures	-	-	20,000
Proposal Fund Payments			
Monthly Payments	60,300		
<b>Total Estimated Receipts</b>	<b>\$ 164,222</b>	<b>\$ 103,922</b>	<b>\$ 37,000</b>
<b>ESTIMATED DISBURSEMENTS</b>			
Claims of Employees (Note 1)			\$ 28,000.00
Trustee's Fees (Note 2)	40,000	40,000	20,000
Legal Review of Enforcability of Guarantee		8,000	
GST on Above	2,000	2,400	1,000
<b>Total Estimated Disbursements</b>	<b>\$ 42,000</b>	<b>\$ 50,400</b>	<b>\$ 49,000</b>
<b>AVAILABLE FOR DISTRIBUTION</b>	<b>\$ 122,222</b>	<b>\$ 53,522</b>	<b>\$ -</b>
<b>Claims of General Creditors claiming pro rata share</b>	\$ 304,587	\$ 220,401	\$ 250,221
<b>Estimated % Dividend (Note 3)</b>	<b>40%</b>	<b>24%</b>	<b>0%</b>

**Notes:**

1. There are no expected claims from employees within the Proposal. However, it is assumed that at any specific time wages and vacation pay will be accruing, which may be priority claims under a bankruptcy scenario.
2. The Trustee incurred professional fees as agreed to by the Company under the engagement letter to review the steps taken by management with respect to the sale of the Downtown assets. As such the Trustee's fees will be higher to complete the statutory duties for the Downtown engagement
3. The estimated dividend does not take into account the 5% levy payable to the Superintendent of Bankruptcy which is payable on all dividends. The levy is payable in either a proposal or bankruptcy.



District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. B240184  
 Estate No. 11-3055264

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 Joint Proposal of  
 Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd.  
 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 13th day of March 2024. 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)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A" .....	304,587.28	1. Inventory .....	0.00
Balance of secured claims as per list "B" .....	0.00	2. Trade fixtures, etc. ....	1,500.00
Total unsecured creditors .....	304,587.28	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B" .....	0.00	Good .....	0.00
3. Preferred creditors as per list "C" .....	0.00	Doubtful .....	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for .....	0.00	Bad .....	0.00
Total liabilities .....	304,587.28	Estimated to produce .....	0.00
Surplus .....	NIL	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
		5. Deposits in financial institutions .....	0.00
		6. Cash .....	103,000.00
		7. Livestock .....	0.00
		8. Machinery, equipment and plant .....	18,500.00
		9. Real property or immovable as per list "G" .....	0.00
		10. Furniture .....	0.00
		11. RRSPs, RRFIs, 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 .....	123,000.00
		Deficiency .....	181,587.28

I, Dustin Dockendorf, 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 the affairs of the Corporation on the 13th day of March 2024 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 April 2024.

  
 Seamus Boyle, Commissioner for Taking Affidavits  
 For the Province of British Columbia  
 Expires November 30, 2024

  
 Dustin Dockendorf

**Seamus Boyle, CPA, CIRP, LIT**  
**A commissioner for taking Affidavits**  
**for the Province of British Columbia**  
 Expires: November 30, 2024

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B240184  
Estate No. 11-3055264

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 Joint Proposal of  
Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd.  
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 Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd. 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 13th day of March 2024, 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.)

District of British Columbia  
Division No. 03 - Vancouver  
Court No. B240184  
Estate No. 11-3055264

FORM 31 --- Concluded  
In the Matter of the Joint Proposal of  
Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd.  
of the City of Vancouver, in the Province of British Columbia

- 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 201(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. B240184  
Estate No. 11-3055264

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

In the Matter of the Joint Proposal of  
Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd.  
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:

MNP Ltd. - Licensed Insolvency Trustee

1630 - 609 Granville Street, PO Box 10203 LCD Pacific Centre  
Vancouver BC V7Y 1E7  
Fax: (604) 689-8584  
E-mail: [InsolvencyClaimsTBG@mnp.ca](mailto:InsolvencyClaimsTBG@mnp.ca)

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B240184  
Estate No. 11-3055264

FORM 37

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

In the Matter of the Joint Proposal of  
Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd.  
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  
Autostrada Hospitality (Downtown) Ltd. & Autostrada Hospitality (Main St.) Ltd., to record my vote  
\_\_\_\_\_ (for or against) the acceptance of the proposal as made on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

Return To:  
MNP Ltd. - Licensed Insolvency Trustee  
Per:

\_\_\_\_\_  
Seamus Boyle - Licensed Insolvency Trustee  
1630 - 609 Granville Street, PO Box 10203 LCD Pacific Centre  
Vancouver BC V7Y 1E7  
Fax: (604) 689-8584  
E-mail: [InsolvencyClaimsTBG@mnp.ca](mailto:InsolvencyClaimsTBG@mnp.ca)

# CHECKLIST FOR COMPLETING A PROOF OF CLAIM FORM

This checklist is provided to assist you in preparing a complete and accurate Proof of Claim form and, where required, a Proxy. A creditor who does not prove their claim is not entitled to vote or share in any distribution. Please check each requirement.

## GENERAL

- The form must be signed by the person completing the Proof of Claim and that person must be an authorized signatory.
- The signature of a witness is required.
- Give the complete address, including postal code, where any notice or correspondence is to be forwarded.
- The amount on the Statement of Account must correspond with the amount indicated on the Proof of Claim.

## PARAGRAPH 1

- The creditor must state the full and complete legal name of the company or firm.
- If the individual completing the Proof of Claim is not the creditor himself, he must state his position or title.

## PARAGRAPH 3

- A Schedule A or Statement of Account must be attached.
- The Schedule A or Statement of Account must be complete and detailed, showing the date, number and amount of all invoices or charges, together with the date, number and amount of all creditors or payments. A Statement of Account is not complete if it begins with an amount brought forward.
- If the claim is for a guarantee of a debt, a copy of the guarantee must be attached.

## PARAGRAPH 4

- An unsecured creditor must strike out sub-paragraphs B, C, D and E.
- A secured creditor must attach proof of registration of the security, including the date on which the security was given and the value at which you assess the security.
- A claim by a farmer, fisherman or aqua culturist must attach a copy of the sales agreement and delivery documents.
- Details of Section 136 are listed below.

## PARAGRAPH 5

- All claimants must indicate if they are or are not related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act.

## PARAGRAPH 6

- All claimants must attach a detailed list of all payments or credits received or granted as follows:
  - Within the three (3) months preceding the bankruptcy/proposal, in the case where the claimant and debtor are not related;
  - Within the twelve (12) months preceding the bankruptcy/proposal, in the case where the claimant and debtor are related.

## PROXY

The *Bankruptcy and Insolvency Act* permits a Proof of Claim to be made by a duly authorized agent of a creditor, however, this does not give such a person power to vote at the First Meeting of Creditors or to act as the proxy of the creditors unless the proxy form is completed by the creditor appointing the authorized agent as proxy.

- A creditor may vote either in person or by proxy.
- The Trustee may be appointed as a proxy for any creditor.
- A Corporation may vote by an authorized agent at a meeting of creditors.
- Debtors may not be appointed a proxy to vote at any meeting of their creditors.
- In order for a duly authorized person to have a right to vote, they must be a creditor themselves or be the holder of a property executed proxy, showing the name of the creditor.

## SECTION 136 (Condensed Priority of Claims)

Subject to the rights of secured creditors, the proceeds realized from the property of a bankrupt shall be applied in priority of payment as follows:

- The cost of administration of the estate in the following order:
  - Expenses and fees of the trustee
  - Legal costs
- Wages, salaries, commissions or compensation for services rendered in the six months immediately preceding the date of bankruptcy, to a maximum of \$2,000 per person together with, in the case of a travelling salesman, disbursements incurred by the salesman during this same period to a maximum of \$1,000;
- Alimony, support or maintenance for a spouse or child for periodic amounts accrued in the year before the date of bankruptcy plus any lump sum amount;
- Municipal taxes assessed or levied within the two years immediately preceding the bankruptcy which do not constitute a lien or charge on real property of the bankrupt but this claim is restricted to the interest in the property held by the bankrupt;
- Landlord for rent arrears in the three months immediately preceding the date of bankruptcy and accelerated rent for three months following the bankruptcy if provided for in the lease but this claim is restricted to the realization from the property and any accelerated rent paid by the Trustee must be credited against the amount payable by the Trustee for occupation rent;
- A solicitor's bill of costs, including sheriff's and land registration fees, for the first creditor to attach or execute against the property of the bankrupt but this claim is restricted to the amount realized from the applicable property;
- Claims resulting from injuries to employees of the bankrupt in which the *Workers' Compensation Act* does not apply but this claim is restricted to the amount of moneys received from persons guaranteeing the bankrupt against damages for those claims.

A creditor whose rights are restricted by this section are entitled to rank as an unsecured creditor for any balance remaining on their claim.