

VIA EMAIL OR MAIL

April 22, 2025

To: The Creditors of LlamaZoo Interactive Inc.

Dear Sir/Madam:

**Re: In the Matter of the Proposal of LlamaZoo Interactive Inc.
Notice of Proposal and Meeting of Creditors**

Please be advised that on April 11, 2025 (the "**Date of Filing**"), LlamaZoo Interactive Inc. (the "**Company**") filed a Proposal (the "**Proposal**") to its creditors pursuant to subsection 50.(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3 (the "**BIA**"). Crowe MacKay & Company Ltd. (the "**Proposal Trustee**") consented to act as Proposal Trustee for the Company.

Please find enclosed the following documents for your review:

1. Notice of Proposal to Creditors and List of Creditors;
2. Trustee's Report to Creditors on Proposal;
3. Proposal;
4. Statement of Affairs;
5. Proof of Claim;
6. Proxy;
7. Instructions for Completing the Proof of Claim and Proxy Forms; and,
8. Voting Letter.

To be entitled to vote, the Proposal Trustee must receive your proof of claim no later than **12:00PM PDT on Wednesday, 30 April, 2025**. You can vote either in person, by proxy or by sending your proof of claim and voting letter via mail, facsimile (604-687-5617) or via email at nelson.allan@crowemackay.ca and sarah.sabbagh@crowemackay.ca. You may also appoint a representative, including the Proposal Trustee, as your proxy to vote at the meeting on your behalf. Please note, a proxy is required if you are filing a claim on behalf of a corporate entity.

Meeting of Creditors

Date and Time:

Thursday, May 1, 2025, at 14:00 PM PDT.

Place:

Online Virtual Meeting by Zoom

Note:

For an invitation to participate in this meeting, please email the Proposal Trustee at nelson.allan@crowemackay.ca and sarah.sabbagh@crowemackay.ca

Parties intending to attend the meeting must notify the Proposal Trustee by email to nelson.allan@crowemackay.ca and sarah.sabbagh@crowemackay.ca by no later than **12:00PM PDT on Wednesday, 30 April, 2025**. The Proposal Trustee will provide you with confirmation of receipt.

To be entitled to a distribution from the Proposal, the Proposal Trustee must receive your proof of claim. The Trustee will be issuing a 30-day Notice to Prove Claim pursuant to Section 149 of the BIA once it is in a position to distribute funds. You must submit a proof of claim on or before the expiration of the aforesaid notice to be entitled to a distribution. Please ensure the amount entered into your proof of claim is inclusive of only amounts prior to the Date of Filing, April 11, 2025.

If you have any questions, please email the Proposal Trustee at nelson.allan@crowemackay.ca or sarah.sabbagh@crowemackay.ca.

Yours very truly,

CROWE MACKAY & COMPANY LTD., in its capacity as,
Licensed Insolvency Trustee for the Proposal of LlamaZoo Interactive Inc.
and not in its personal capacity

per: 

Mr. Nelson Allan, CPA, CIRP, LIT
(Chartered Insolvency & Restructuring Professional)

Encl.

District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

FORM 92

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

In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

Take notice that LlamaZoo Interactive Inc. of the City of Victoria 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 2025 at 2:00 PM at by video conference or (for coordinates, contact Nelson Allan at nelson.allan@crowemackay.ca).

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 22nd day of April 2025.

Crowe MacKay & Company Ltd. - Licensed Insolvency Trustee



1400-1185 West Georgia Street

Vancouver BC V6E 4E6

Phone: (604) 689-3928 Fax: (604) 687-5617

(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. 02 - Victoria
 Court No. B-240583
 Estate No. 11-3165762

FORM 92 --- Continued

In the Matter of the Proposal of
 LlamaZoo Interactive Inc.
 of the City of Victoria, in the Province of British Columbia
 Crowe MacKay & Company Ltd., Trustee

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Anoroc Holdings Ltd. Kerry Gallagher	* Vancouver BC		29,099.00
Audrey Topliss	* Vancouver BC		34,918.00
Business Development Bank of Canada - Vancouver Adriane Grabarevic	1500 - 1133 Melville St Vancouver BC V6E 4E5		110,840.00
Business Development Bank of Canada - Vancouver Adriane Grabarevic	1500 - 1133 Melville St Vancouver BC V6E 4E5		51,060.00
Charles Lavigne	989 Iota Place Langford BC V9C 3T1		91,821.00
Christine Gossland	* Vancouver BC		8,956.00
Dentons Canada LLP Arik Broadbent	250 Howe Street, 20th Floor Vancouver BC V6C 3R8		5,421.00
Dilek Bicak	304-785 Caledonia Avenue Victoria BC V8T 0C3		4,378.00
Dogu Taskiran	* Victoria BC		5,736.00
Erik Kiss	* Vancouver BC		138,285.00
Erik Kiss	* Vancouver BC		55,195.00
Export Development Canada Christine Barnett	150 Slater St Ottawa ON K1A 1K3	CEBA	38,651.00
Fahad Al Moamar	* Vancouver BC	Note	102,089.00
Greenstone Business Services James Hursthouse	* Vancouver BC		3,750.00

District of: British Columbia
 Division No. 02 - Victoria
 Court No. B-240583
 Estate No. 11-3165762

FORM 92 --- Continued

In the Matter of the Proposal of
 LlamaZoo Interactive Inc.
 of the City of Victoria, in the Province of British Columbia
 Crowe MacKay & Company Ltd., Trustee

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Helmsman Management	400 - 602 Broughton Street Victoria BC V8W 1C7		56,001.00
Ken Dobbie	108-898 Venon Avenue Victoria BC V8X 2W6		336.00
Kevin Oke	308 - 1124 5th Avenue NW Calgary AB T2N 0R6		1,155.00
KPMG Bill King	St. Andrew's Square II 800 - 730 View Street Victoria BC V8W 3Y7		11,235.00
Lheidli T'enneh	150 Brunswick Street Prince George BC V2L 2B3		40,000.00
Mark Fincham	* Vancouver BC		45,830.00
Mavis Brace	3902 Gibson Crt Victoria BC V8N 6E2		3,599.00
Michael Fuller	* Vancouver BC		1,359.00
Michael Trivitt	* Vancouver BC		34,971.00
Ministry of Finance - PST - British Columbia	Station Provincial Government PO Box 9445 Victoria BC V8W 9V5	PST-1054-6720	6,873.17
Mitacs Santino	* Vancouver BC		6,300.00
MNP Digital Luke Biles	100 - 655 Tyee Road Victoria BC V9A 6X5		16,538.00
MNP LLP Terry Trotic	2200 - 1021 West Hastings Street Vancouver BC V6E 0C3		96,250.00
MR Douglas Doug Bach	* Vancouver BC		23,051.00

District of: British Columbia
 Division No. 02 - Victoria
 Court No. B-240583
 Estate No. 11-3165762

FORM 92 --- Concluded

In the Matter of the Proposal of
 LlamaZoo Interactive Inc.
 of the City of Victoria, in the Province of British Columbia
 Crowe MacKay & Company Ltd., Trustee

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Nicola Wealth Real Estate Dan Quon	700 - 880 Douglas Street Victoria BC V8W 2B7	Rent arrears	91,633.00
NKPG Services Ltd. Derrold Norgaard	204 - 4400 Chatterton Way Victoria BC V8X 5J2		4,850.00
NRC - IRAP	Vancouver BC		250.00
Pacifican annie.choi@pacifican.gc.ca	1300 - 300 West Georgia St. Vancouver BC V6B 6B4		314,855.00
Paul Richard	Vancouver BC		14,381.00
Sandeep Mamdika	207 - 1975 Lee Avenue Victoria BC V8R 4W9		8,494.00
Sharon Skolrood	Vancouver BC		22,485.00
Tabitha Lee	Vancouver BC		2,024.00
Tim Webb	Vancouver BC		18,845.00
Tony Woollven	Vancouver BC		1,758.00
Unity Technologies SF Dhanalakshmi Pandiyan	30 Third Street San Francisco CA 94103 USA		45,464.00
Warren Brown	Vancouver BC	Note	131,700.00
WorkSafeBC - Collections Department	PO Box 5350 Stn. Terminal Vancouver BC V6B 5L5		250.00
Total			1,680,686.17

Province: British Columbia
Division No. 2 - Victoria
Court No. B-240583
Estate No. 11-3165762

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

**IN THE MATTER OF THE PROPOSAL OF
LLAMAZOO INTERACTIVE INC.
OF THE CITY OF VICTORIA, PROVINCE OF BRITISH COLUMBIA**

**CROWE MACKAY & COMPANY LTD., PROPOSAL TRUSTEE OF
LLAMAZOO INTERACTIVE INC.**

PROPOSAL TRUSTEE'S REPORT ON THE PROPOSAL

April 22, 2025

I. INTRODUCTION

1. This report (the "**Report**") has been prepared to provide the creditors of LlamaZoo Interactive Inc. (the "**Company**") with information necessary to evaluate the Proposal filed by the Company on April 11, 2025 (the "**Proposal**"), and the recommendation of the Proposal Trustee (defined below) that creditors vote in favor of the Proposal. Parties are encouraged to read the Proposal and this Report in its entirety. This report includes, among other things, information regarding:
 - a. Company background and financial position;
 - b. activities of the Company during the Proposal proceedings;
 - c. activities of the Proposal Trustee during the Proposal proceedings;
 - d. Company's current financial situation;
 - e. summary of assets and liabilities;
 - f. Proposal Trustee's monitoring of cash flows;
 - g. review of the Company's books and records;
 - h. Proposal to creditors;
 - i. statement of estimated realization and distribution;
 - j. recommendation of the Proposal Trustee; and,
 - k. voting procedures and other information
2. On December 13, 2024 (the "**Filing Date**"), LlamaZOO Interactive Inc. (the "**Company**") filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to subsection 50.4(1) of the *Bankruptcy and the Insolvency Act* R.S.C.1985, c. B-3 (the "**BIA**") and Crowe MacKay & Company Ltd. consented to act as Trustee under the Proposal (the "**Proposal Trustee**").
3. Pursuant to section 50.4(8) of the BIA, the initial stay period in the proposal proceedings was from December 13, 2024 to January 12, 2025 (the "**Initial Stay Period**"). On December 20, 2024, the Court granted, among other things, an order for the following:
 - a. an Administration Charge in the amount of \$100,000 ranking in priority over all other encumbrances on the assets, properties and undertakings of the Company, other than those registered by the Royal Bank of Canada ("**RBC**") and those ranking in priority to RBC;
 - b. authorizing and empowering the Company to obtain and borrow under an interim financing facility (the "**Interim Facility**") from KPMG LLP (the "**Interim Lender**" or "**KPMG**") to finance the continuation of its business provided that, among other things, the borrowings under the Interim Facility shall not exceed \$400,000 plus fees, costs and accrued interest, unless permitted by further Order;
 - c. granting in favour of the Interim Lender a priority charge (the "**Interim Lender's Charge**") over the assets of the Company to a maximum of \$400,000 ranking in priority over all other encumbrances on the assets, properties and undertakings of

the Company, other than those registered by RBC, those ranking in priority to RBC, and the Administration Charge; and

- d. extending the Initial Stay Period for an additional 45 days from January 12, 2025 to February 26, 2025 (the "**First Extension**").
4. On December 18, 2024, the Company filed an 11-week cash flow statement for the period covering December 16, 2024 through March 2, 2025.
5. On February 13, 2025, the Company made an application to, among other things, approve the sale and vesting of the assets of the Company to KPMG LLP pursuant to the Asset Purchase Agreement (the "**APA**") and extend the stay of proceedings and deadline to file a proposal to Saturday April 12th, 2025. The Court approved the transaction and granted the extension.
6. On February 22, 2025, the Company filed an 8-week cash flow statement for the period covering February 17, 2025 to April 13, 2025.
7. On April 11, 2025, the Company filed a Proposal to its creditors. Attached as **Appendix "A"** and **"B"** is the Certificate of Filing of a Proposal from the OSB and Proposal respectively.
8. On or about April 17, 2025, the Company prepared and filed with the OSB a 6 week cashflow statement for the period of April 7, 2025 to May 18, 2025 (the "**Third Cash Flow Statement**"). Attached hereto as Appendix **"C"** is a copy of the Third Cash Flow Statement.
9. This Report on the Proposal should be read in conjunction with the following:
 - a. The Proposal Trustee's First Report, dated December 19, 2024;
 - b. The Proposal Trustee's Second Report, dated February 20, 2025 (the "**Second Report**"); and,
 - c. The Proposal Trustee's Supplemental Report, dated February 22, 2025.

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the abovementioned reports.

II. TERMS OF REFERENCE

10. In preparing this Report, the Proposal Trustee has necessarily relied upon unaudited financial and other information provided by the Company, the Company's books and records, and discussions with management of the Company, namely Mr. Charles Lavigne ("**Management**") (collectively, the "**Information**").
11. The Proposal 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 the Generally Accepted Auditing Standards pursuant to the Chartered Professional Accountants Handbook. Accordingly, the Proposal Trustee expresses no opinion and does not provide any other form of assurance on the accuracy and/or completeness of any information contained in this Report, or otherwise used to prepare this Report.

12. Certain of the information referred to in this Report consists of financial forecasts and/or projections prepared by the Company. An examination or review of the financial forecasts/projections and procedures as outlined by the Chartered Professional Accountants of Canada has not been performed by the Proposal Trustee. Readers are cautioned that since financial forecasts and/or projections are based upon assumptions of future events and conditions that are not ascertainable, actual results may vary and the variations could be material.

III. COMPANY BACKGROUND AND FINANCIAL POSITION

13. The Company was incorporated in the province of British Columbia on April 14, 2015 and is headquartered in Victoria, BC.
14. The Company's directors are Mr. Charles Tremblay-Lavigne, Mr. Kevin Oke, and Mr. Connor Tobin.
15. Management advised that the Company is in the business of software and technology development, specializing in development of Spatial Business Intelligence platforms. Management further advised that since its formation, the Company has developed products for customers in various industries, including mining, oil and gas, and forestry.
16. Management advised that the Company has developed several technologies and products, including its flagship solutions called MineLife, TimberOps, and Guardian, which have been used by various clients, including First Nations, mining companies, and forestry companies. Management further advised that prior to the onset of its financial difficulties outlined below, the Company employed approximately 40 people.
17. Management advised that the Company began to experience financial difficulties throughout 2021 and 2022, due to various factors including rising interest rates, a reduction in investment opportunities in the venture capital space, supply chain disruptions in key customer industries, and unexpected lags in technological development.
18. Management further advised that one of the Company's US-based investors halted its ongoing support offered in or around 2022. In or around this same time, other key investors and banks that had previously provided venture capital financing to emerging technology companies had also begun to make less capital available. As such, the Company found itself in a tight venture capital market throughout 2022 and 2023.
19. Management advised that they took the following steps in order to address the financial challenges the Company was facing:

- a. in 2022, the Company reduced its workforce from 40 employees to approximately 20 employees;
 - b. in 2023, the Company approached over 60 venture capital funds and investors with the goal of raising additional funds to service its critical research and development operations. No additional financing was received in 2023;
 - c. in early 2024, the Company obtained a loan in the amount of \$250,000, with the hope of sustaining operations until it could secure additional financing.
 - d. in March 2024, the Company temporarily laid off all of its employees;
 - e. in or around August of 2024, the Company rehired 5 of the employees who were laid off in March to assist with the Proposed Sale (defined below); and,
 - f. following laying off its employees, the Company began searching for a buyer for its assets, and engaged in negotiations with several parties.
20. Management advised that given the forgoing, and the fact that the Company is no longer able to meet its obligations in the ordinary course, that the Company was insolvent. Accordingly, the Company filed an NOI on December 13, 2024.

IV. ACTIVITIES OF THE COMPANY SINCE THE SECOND REPORT

21. Since the Second Report, the Company has, among other things:
- a. remained current with its statutory filing requirements;
 - b. filed its Industrial Research Assistance Program ("IRAP") return and received a fund totaling \$32,600 relating to same;
 - c. worked with the Proposal Trustee and the Company's legal counsel with respect to the sale transaction (the "**Transaction**") contemplated by the APA, and the closing of same;
 - d. worked with the Proposal Trustee in providing reports on its weekly cash flow results as well as weekly reports on the affairs of the Company for the period of February 10, 2025 to April 13, 2025;
 - e. prepared and filed the Third Cash Flow along with the underlying assumptions with the Office of the Superintendent of Bankruptcy (the "**OSB**") on April 17, 2025; and,
 - f. worked with its legal counsel and the Proposal Trustee to formulate the Proposal and filed same with the OSB on April 11, 2025.

V. ACTIVITIES OF THE PROPOSAL TRUSTEE SINCE THE SECOND REPORT

22. Since the Second Report, the Proposal Trustee has, among other things:

- a. participated in numerous and extensive discussions, meetings, and phone calls with Management and counsel for the Company in relation to, among other things, the Company's ongoing activities, completion of the Transaction, the Company's cashflows, and estimated recoveries in a proposal versus a liquidation scenario;
- b. monitored the affairs and cash flows of the Company on a weekly basis for the period covering February 10, 2025 through April 13, 2025;
- c. assisted the Company with the preparation of a variance analysis with respect to its actual and projected cash flows;
- d. engaged in discussions and dealings with creditors and other stakeholders of the Company with respect to the Proposal Proceedings;
- e. investigated the financial position of the Company;
- f. worked alongside the Company and its legal counsel to ensure the successful completion of the Transaction;
- g. arranged for the payout of funds totaling \$755,122.93 to the secured creditors pursuant to a Court order dated February 24, 2025;
- h. assisted the Company with preparing the Third Cash Flow Projections along with the assumptions, and filed same with the OSB;
- i. reviewed the Proposal prepared by the Company and its counsel and participated in discussions with respect to same; and,
- j. prepared this Report to creditors.

VI. SUMMARY OF THE COMPANY'S ASSETS AND LIABILITIES

23. Below is a summary of the Statement of Affairs as at April 11, 2025:

Assets	Estimated Realizable Value	
Cash on Hand	\$	143,813
Accounts Receivable		25,296
GST Refund		13,000
SRED Refund		250,000
CAINN Refund		11,260
Fixed Assets		12,700
	\$	456,069
Liabilities	Balance per SOA	
Deemed Trust	\$	45,309
Secured		Nil
Preferred		19,453
Unsecured		1,661,235
	\$	1,661,235

ASSETS

24. If the Proposal is not supported by the requisite majority of creditors and approved by the Court, the Company will be deemed to have made an assignment in bankruptcy. To assist the creditors in assessing the Proposal, the Proposal Trustee, with the assistance of Management, has, to the extent possible based on available records, included estimated realizable values of the Company's assets in the event of a bankruptcy and forced liquidation.

Cash

25. As at April 11, 2025, the Company had cash on hand of approximately \$143,813. Of this balance, \$6,425 is comprised of funds in the Company's bank account, whilst the remaining amount of in or around \$137,388 are the remaining sale proceeds held in trust by the Proposal Trustee. A breakdown of the distribution of sales proceeds can be found below:

26. As mentioned above, there is an Administration Charge in the amount of \$100,000 for the fees and costs of the Proposal Trustee, the Proposal Trustee's legal counsel, as well as the Company's legal counsel (collectively the "**Administration Professionals**"). The unpaid fees and costs of the Administration Professionals currently exceed \$100,000 and accordingly the Proposal Trustee intends on making a distribution to the respective Administration professional in the amount of \$100,000 shortly. Accordingly, these funds have been deducted from the 'remaining sales proceeds' in the above calculation.
27. Further, it is understood that it is the Company's intention to make an application to the Court to increase the quantum of the Administration Charge from \$100,000 to \$200,000. The Proposal Trustee and its legal counsel, as well as the Company's legal counsel will be paid from the sales proceeds remaining.
28. In the event of a bankruptcy, it is estimated that there would not be any funds remaining in the Company's bank account, and accordingly the bankrupt estate would receive in or around \$137,388 in cash which is currently held in trust by the Proposal Trustee.

29. The Company's accounts receivable as at April 11, 2025 had a net book value of approximately \$25,296. Management advised that this balance relates to cost recoveries that are owing to the Company from the Purchaser, KPMG LLP. These funds are expected to be received during the week ending April 20, 2025, and will therefore be used to fund ongoing operations of the Company. Accordingly, in the event of a bankruptcy, it is estimated that realizations from accounts receivable would be nil.

GST, CAAIN, and SRED Refunds

30. Management advised that, on a conservative basis, the Company had estimated Tax Refunds receivable totalling \$274,260 as at April 11, 2025. This is comprised of the following:
- a. Scientific Research and Experimental Development ("**SR&ED**") refund in the amount of \$250,000;
 - b. Canadian Agri-food Automation and Intelligence Network ("**CAAIN**") refund in the amount of \$11,260; and,
 - c. Goods and Services Tax ("**GST**") refund in the amount of \$13,000.

(collectively, the "**Tax Refunds**")

31. Management advised that the GST and CAAIN filings have already been prepared and filed, but that the SRED filing has not yet been completed. Management advised that in the event of a bankruptcy, the costs to prepare the SR&ED claim would be significantly more than the costs incurred in the Proposal. It is estimated that in the event of a bankruptcy, it would cost the bankrupt estate between \$75,750 and \$82,500 in additional fees and costs in order to complete and file the necessary information returns and filings relating to the Tax Refunds. Accordingly, in a bankruptcy scenario, the expected net proceeds from the Tax Refunds would be between \$167,500 and \$239,250.
32. In the event of a proposal, an average of the range provided by Management for the Tax Refunds is \$282,500 in proceeds. Management advised that should the Proposal be approved by its creditors, the Company would rely on Management to prepare and file the SR&ED refund for a Tax Refund Fee of 10% of the proceeds to the Company, which would be limited to a maximum of \$30,000. Accordingly, it is estimated that the net proceeds from the Tax Refunds in the context of the Proposal would be approximately \$252,000.

Fixed Assets

33. Management included on the Company's Statement of Affairs fixed assets with a book cost of \$96,600 and an estimated realizable value of \$12,700. Management advised that these fixed assets were comprised primarily of older computer equipment and IT infrastructure which would have minimal value in the context of a bankruptcy.
34. In the event of a bankruptcy, it is assumed that a liquidator or auctioneer would realize upon the fixed assets. It is further assumed that the liquidator/auctioneer commission would be between 20% to 25%, plus other selling costs. Accordingly, in the event of a bankruptcy, it is estimated that recoveries from the fixed assets, after considering the selling costs of an auctioneer, would total in or around \$1,262 to \$8,160. This does not take into consideration the Trustee's fees and costs which may include, among other things, occupation costs if it becomes required by the Trustee post-bankruptcy.

Other Assets

35. The Proposal Trustee is not aware of any other assets owned by the Company.

LIABILITIES

Deemed Trust Claims & Secured Creditors

36. The Canada Revenue Agency ("CRA") is entitled to a deemed trust claim for any amount owing on account of the employee portion of unremitted source deductions. In March 2025, CRA conducted an audit of the Company's payroll remittances and subsequently confirmed that the Company owes the CRA \$55,511.63 for employee source deductions. On or around March 31, 2025, the Company paid a total of \$10,202.62 relating to these source deductions. Accordingly, it is understood that the total amount owing to the CRA is now in or around \$45,309.01. The Proposal Trustee is not aware of any creditor who may hold a deemed trust claim against the Company.
37. In the event of a bankruptcy, employees' claims for wages and vacation due within 6-months of the date of bankruptcy plus severance receive an elevated priority to a maximum of \$8,844.22 (2025 limit) pursuant to the *Wage Earner Protection Program Act*. Service Canada would then be entitled to a subrogated secured claim against the current assets of the Company pursuant to Section 81.3 of the BIA for the wages and vacation paid to the employees to a maximum of \$2,000 per employee. Based on information provided by Management, 11 employees are owed a total of approximately \$39,000 for unpaid vacation, and that approximately \$16,400 of that balance would rank as a secured claim pursuant to Section 81.3 of the BIA.
38. The Proposal Trustee has reviewed the Personal Property Register (the "PPR") and noted that the only creditors listed therein are the Royal Bank of Canada, and Bonsai Growth Solutions Inc. As noted above, both of these creditors have been paid in full from the sales proceeds.
39. The Proposal Trustee is not aware of any other parties who may hold a secured claim or deemed trust claim against the Company.

Preferred Creditors

40. The Proposal Trustee is not aware of any parties who hold a preferred claim pursuant to section 136 of the BIA.

Unsecured Creditors

41. Based on the Company's Statement of Affairs dated April 11, 2025, the Company was indebted to forty (40) unsecured creditors with claims totaling \$1,661,235.17.

VII. PROPOSAL TRUSTEE'S MONITORING OF CASH FLOWS

42. The Proposal Trustee is required to monitor the Company's business and financial affairs following the NOI up to the date the Proposal is approved by the creditors and the Court. The Proposal Trustee is required to advise the creditors of any material adverse changes in the projected cash flow or its financial affairs. The Proposal Trustee asked Management to provide weekly reports on its financial performance. Management provided the Proposal Trustee with weekly cash flow reports representing its actual results for the period of December 13, 2024 to April 6, 2025 (the "**Actual Cash Flows**"), along with other documents in support of same.
43. The Proposal Trustee did not identify any material adverse changes based on its review of the Actual Cash Flows, projection, weekly cash flow reports and other banking/accounting documentation.
44. During its monitoring of the Actual Cash Flows, the Proposal Trustee notes that certain payments were made to creditors on account of pre-filing obligations. Below is a summary of pre-filing obligations paid by the Company during these NOI proceedings:

<u>Payee</u>	<u>Amount Paid (\$)</u>
Dentons Canada LLP	33,888.16
Microsoft	10,817.89
RBC - Line of Credit	9,629.81
American Express	4,245.00
MLT Aikens	10,000.00
	<u>\$ 68,580.86</u>

45. The Proposal Trustee has not sought an independent legal opinion on whether these amounts noted above may constitute as a preference pursuant to Section 95 of the BIA.

VIII. REVIEW OF THE COMPANY'S BOOKS AND RECORDS

46. The Proposal Trustee is required to review the Company's accounting and banking records to identify any transactions that may be considered a fraudulent preference or a transfer at undervalue pursuant to Sections 95 and 96 of the BIA. Subsections 95 to 101 of the BIA confer upon the Proposal Trustee the ability to challenge settlements, preferential transactions and transactions at undervalue. If successful, the proceeds of any such challenges would be for the benefit of the general creditors.

47. The Proposal Trustee conducted a review of the banking and accounting information for the period December 1, 2023 to December 13, 2024 and did not identify any material transactions that may be considered a fraudulent preference, transfer at undervalue pursuant to Section 95 and 96 of the BIA. Accordingly, the Trustee does not believe there would be any potential recovery for the benefit of creditors arising from Sections 95 to 101 of the BIA.

IX. PROPOSAL TO CREDITORS

48. On April 11, 2025, the Company filed a Proposal to its creditors. A summary of the major terms of the Proposal is as follows:

- a. There is only one creditor class, being the affected creditors (the "**Affected Creditors Class**").
- b. Each creditor that forms part of the Affected Creditor class shall be entitled to consider and vote on the Proposal.
- c. The following preferred payments shall be made before making any distributions to the creditors:
 - i. Any Post-Filing Claim which is unpaid as of the Implementation Date, which shall be paid from the Cash Distribution Fund in the ordinary course in accordance with Section 3.3 of the Proposal;
 - ii. Crown Claims and Preferred Claims that are Proven Claims shall be paid in their entirety within six months after the Court approves the proposal in accordance with Section 3.4 of the Proposal;
 - iii. Proposal Trustee's Costs and Company's Costs are to be paid out of the Cash Distribution Fund in accordance with Section 3.5 of the Proposal; and,
 - iv. the Tax Refund Fee, if payable in accordance with the terms of the Proposal.
- d. The CRA shall be paid directly from the Company as it relates to any amounts due which could be subject to a deemed trust under subsection 224(1.2) of the *Income Tax Act*;
- e. As mentioned above, there may be a preferred payment for the Tax Refund Fee which will be paid to Mr. Lavigne for the preparation of the tax filings relating to the Tax Refunds. This fee amount will be equal to 10% of the Tax Refunds, but is limited to a maximum amount of \$30,000, and will only be payable in the event that a tax refund is paid to the Company. Further information relating to this can be found in Article 4 of the Proposal.

- f. The Trustee will make payments as it relates to the Crown Claims and Preferred Claims as follows:
 - i. Crown Claims will be paid in full, without interest, together with the levy applicable under subsection 147 of the BIA, within 6 months after Court approval; and,
 - ii. Preferred Claims shall be paid in full on or after the date that the Court approves the Proposal.
- g. Commencing after Court approval of the Proposal, the Proposal Trustee will make payments in relation to Unsecured Claims via a Cash Distribution (as defined in the Proposal) equal to the pro-rata share of the Cash Distribution Funds that are remaining after full payment of the priority distributions. The Trustee shall make these payments net of the Superintendent of Bankruptcy's levy to the unsecured creditors, as soon as reasonably possible.
- h. The Proposal Trustee's fees and costs relating to the Proposal shall be paid from the Cash Distribution fund in the ordinary course of business.
- i. In order to share in any dividend distribution under the Proposal, Affected Creditors must have filed a Proof of Claim with the Proposal Trustee on or prior to the date that is thirty (30) days from the date of issuance of the Notice to Prove Claim issued pursuant to section 149 of the BIA (the "**Claims Bar Date**"). Any person who does not file its Proof of Claim within that timeframe shall forever be barred from making a claim or sharing in any dividend hereunder.
- j. All distributions under this Proposal, shall be without interest or penalty and will be subject to a 5% levy payable to the Office of the Superintendent of Bankruptcy.
- k. Upon the Company meeting its obligations to the Affected Creditors under the Proposal, each Affected Creditor releases:
 - i. the Company from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims; and
 - ii. the Directors and Officers from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims, where the Directors and Officers are, by law, liable in such capacity, provided however that nothing herein shall release any of the Directors or Officers from claims that may not be compromised under a proposal as set out in subsection 50(14) of the BIA.

X. STATEMENT OF ESTIMATED REALIZATION AND DISTRIBUTION

49. In order for the Proposal to be considered approved by the creditors, it must be approved by a majority in number of Affected Creditors holding at least two-thirds in value who vote at the creditor's meeting in person, by proxy or by voting letter. The Proposal must also be approved by the Court which will consider, among other things, whether the Proposal is calculated to benefit the general body of creditors. Approval by the creditors of the Proposal is generally quite persuasive for the Court, though not determinative.
50. If the Proposal is not approved by the Affected Creditors or the Court, the Company will be deemed to have made an assignment in bankruptcy as of the Filing Date.
51. The Proposal Trustee, with the assistance of Management, has prepared a schedule comparing expected recoveries by the Affected Creditors in a bankruptcy and liquidation scenario versus the amount those creditors might expect to receive under the Proposal (the "**Estimated Realization Schedule**"). Attached as **Appendix "D"** is a copy of the Estimated Realization Schedule.
52. In a bankruptcy scenario, it is estimated that the Unsecured Creditors would recover between 8.7% - 15.2%. This estimate is based on the following primary assumptions:
- a. cash will be collected in the approximate amount of \$137,388, which will be made available to the bankrupt estate;
 - b. it is assumed that there will be accounts receivable of \$nil would be collected;
 - c. the expected gross recoveries for the fixed assets will be between \$1,200 and \$8,100, however, there is a possibility that an auctioneer could advise that these assets are nominal in value, and accordingly they will not yield any benefit to the bankrupt estate;
 - d. the Trustee in Bankruptcy, along with its independent legal counsel, estimate professional fees of between \$70,000 to \$100,000 once appointed;
 - e. there would be a super priority secured claim of about \$2,000 per employee which is estimated to total \$16,400;
 - f. the expected Tax Refund Fee that would be payable in a bankruptcy scenario is estimated to be between \$75,750 to \$82,500;
 - g. the CRA has a deemed trust claim of \$45,309; and,
 - h. the balance of funds remaining for distribution to the general body of unsecured creditors is estimated to be between \$144,442 and \$253,089.
53. Alternatively, under the Proposal, the Company is proposing to pay as much as \$274,604 (representing 16.5%) of the Proven Claims of Unsecured Creditors. Assuming the information and assumptions referred to above are correct, this will potentially result in a greater recovery to the Unsecured Creditors as opposed to a bankruptcy.

XI. RECOMMENDATION OF THE PROPOSAL TRUSTEE

54. It is the duty of the Proposal Trustee to inform the creditors in an independent and objective manner as to the merits of the Proposal. Further, the Proposal Trustee is required to state whether or not, in its opinion, the Proposal provides an advantage to the general body of creditors as compared to bankruptcy.
55. Accordingly, the Proposal Trustee recommends that the Unsecured Creditors accept this Proposal for the following reasons:
- a. the Unsecured Creditors are expected to receive 8.7% - 15.2% of their proven claims in the event of a bankruptcy;
 - b. the Proposal offers to pay as much as 16.5% of the Proven Claims of Unsecured Creditors. This is likely to be a greater recovery to the Unsecured Creditors as compared to a bankruptcy;
 - c. the Proposal offers to pay 100% of the Proven Claims of the Crown;
 - d. As part of the Proposal, Management has agreed to complete all Tax Filing for a Tax Refund Fee of 10% of the proceeds, up to a maximum of \$30,000. In the event the Company is deemed bankrupt, these Tax Filings would instead be the responsibility of the Trustee. The Trustee will likely require funding from the creditors before undertaking any work in relation to the collection of tax refunds and it is unclear whether any of the creditors would be prepared to provide same. Further, given that the Trustee does not possess the same level of familiarity with the Company's operations and financial history as Management, the associated costs to complete these Tax Filings are expected to be significantly higher, and are estimated to cost between \$75,750 and \$82,500. The Trustee may also be required to retain management to assist with the preparation of the tax filings, which again may require funding.
 - e. Additionally, in the event that the CRA raises any follow-up questions or requires additional information in relation to the tax filings, the costs incurred by the Trustee to respond and liaise with the CRA would increase substantially compared to the \$30,000 incurred by Management under the Proposal. Management's in-depth knowledge of the company's records and transactions puts them in a better position to address and complete the Tax Filings more efficiently and cost-effectively.

XII. VOTING PROCEDURES AND OTHER INFORMATION

56. A meeting of creditors will take place at 2:00PM (PST) on May 1, 2025 for the purpose of voting on the Proposal.


57. The creditors' meeting will be held virtually. For the meeting login details, please send an email to nelson.allan@crowemackay.ca or sarah.sabbagh@crowemackay.ca for an invitation to the meeting.
58. To be approved, a proposal must receive affirmative votes from creditors having a two-thirds majority of dollars voted (each \$1 of claim is entitled to 1 vote) and by a majority of the number of Affected Creditors with Proven Claims who vote.
59. Along with this Report, the Proposal Trustee mailed a copy of the Proposal, a condensed statement of affairs, a notice of the meeting of creditors, a form of Proof of Claim, Proxy, and Voting Letter.
60. In order to be eligible to vote on the Proposal, Affected Creditors must have filed a Proof of Claim with the Proposal Trustee prior to the appointed meeting time. In order to be accepted by the Proposal Trustee, Proofs of Claim must be properly completed, signed and provide evidence (i.e. invoices, agreements and/or statements of account) in support of their claim. The Proposal Trustee will reject any deficient Proofs of Claim.
61. Votes can be cast in person at the meeting, by proxy or by voting letter. A corporation can only vote by voting letter or through an individual holding a valid proxy. Creditors are encouraged to submit their Proofs of Claim and voting letters to the Proposal Trustee well in advance of the meeting date to assist the Trustee in getting their claims and votes duly registered.
62. If creditors do not vote to approve the Proposal in sufficient number and dollar value, the Company is deemed bankrupt.
63. If approved by creditors, the Proposal must then be approved by the Court. Refusal by the Court to approve the Proposal will also result in a deemed bankruptcy. However, based on our experience, it is unlikely a court would refuse to approve the Proposal that has been approved by the creditors.
64. Electronic submissions are acceptable. You may also fax the above documents to the attention of: Mr. Nelson Allan - Crowe MacKay & Company Ltd. (facsimile 604-687-5617 or by e-mail to nelson.allan@crowemackay.ca and sarah.sabbagh@crowemackay.ca). It is not necessary to mail original copies to the Proposal Trustee.
65. If accepted by the creditors and approved by the Court, the Proposal becomes binding on all Affected Creditors whether they voted for or against the Proposal.

DATED AT the City of Vancouver, in the Province of British Columbia, this 22nd day of April, 2025.

Crowe MacKay & Company Ltd.

in its capacity as Licensed Insolvency Trustee of the Proposal of
LlamaZOO Interactive Inc. and not in its personal capacity

Per:

A handwritten signature in black ink, appearing to be 'D. Lai', with a horizontal line extending to the right.

Mr. Derek Lai, CPA, CMA, CIRP, LIT, CFE
(Chartered Insolvency & Restructuring Professional)

A handwritten signature in black ink, appearing to be 'N. Allan', with a horizontal line extending to the right.

Mr. Nelson Allan, CPA, CIRP, LIT
(Chartered Insolvency & Restructuring Professional)

Appendix "A"



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

Industrie Canada

Bureau du surintendant
des faillites Canada

District of: British Columbia

Division No.: 02 - Victoria

Court No.: 11-3165762

Estate No.: 11-3165762

In the Matter of the Proposal of:

LlamaZoo Interactive Inc.

Debtor

CROWE MACKAY & COMPANY LTD

Licensed Insolvency Trustee

Date of Proposal:	April 11, 2025	Security:	\$
Meeting of Creditors:	May 01, 2025, 14:00 Meeting to be conducted by video , British Columbia Canada,		
Chair:	Trustee		

CERTIFICATE OF FILING OF A PROPOSAL - Section 62

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that:

- a proposal in respect of the aforementioned debtor was filed under section 62 of the *Bankruptcy and Insolvency Act*.

The aforementioned trustee is required:

- to provide to me, without delay, security in the aforementioned amount; and
- to send to all creditors, at least ten days prior to the meeting, a notice of a meeting of creditors, which will be held at the aforementioned time and place.

Date: April 22, 2025, 15:43

Official Receiver

E-File/Dépôt Electronique

300 Georgia Street W, Suite 2000, Vancouver, British Columbia, Canada, V6B6E1, (877)376-9902

Canada

Appendix “B”

The Proposal can be found in the package to creditors. It is not attached hereto for the purposes of the mailout.

Appendix "C"

In the Matter of the Proposal of LlamaZOO Interactive Inc. For the Period of April 7, 2025 to May 18, 2025 Cash Flow Projections

	17 7-Apr-25	18 14-Apr-25	19 21-Apr-25	20 28-Apr-25	21 5-May-25	22 12-May-25
	13-Apr-25	20-Apr-25	27-Apr-25	4-May-25	11-May-25	18-May-25
Opening Cash	22,815	22,815	37,115	10,415	6,140	6,240
Cash Inflows						
Cost Recoveries - Purchaser	-	25,000	-	-	8,000	-
	-	25,000	-	-	8,000	-
Disbursements						
Contingency	-	2,000	-	2,000	-	2,000
Office Expenses	-	700	700	2,275	700	700
Operating Expenses	-	8,000	1,000	-	7,200	2,200
Professional Fees - Restructuring	-	-	25,000	-	-	-
	-	10,700	26,700	4,275	7,900	4,900
Change in Cash	-	14,300	(26,700)	(4,275)	100	(4,900)
Closing Cash	22,815	37,115	10,415	6,140	6,240	1,340

LlamaZOO Interactive Inc.

This statement of projected cash flow of LlamaZOO Interactive Inc. was prepared in accordance with Paragraph 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report.



Crowe MacKay & Company Ltd.

in its capacity as Trustee under the Proposal of LlamaZOO Interactive Inc. and not in its personal capacity



District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

_ FORM 29 _
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

The attached statement of projected cash flow of LlamaZoo Interactive Inc., as of the 17th day of April 2025, consisting of projected cash flow over the next 6 weeks, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: ☒ the management and employees of the insolvent person or ☐ the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: ☒ management or ☐ the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

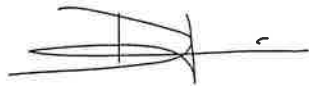
(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Vancouver in the Province of British Columbia, this 17th day of April 2025.

Crowe MacKay & Company Ltd. - Licensed Insolvency Trustee
Per:



Derek Lai - Licensed Insolvency Trustee
1400-1185 West Georgia Street
Vancouver BC V6E 4E6
Phone: (604) 689-3928 Fax: (604) 687-5617

District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

Purpose:

The purpose of the Cash Flow Statement for the week ending May 18, 2025 is to enable the creditors of LlamaZOO Interactive Inc. to assess their position regarding the filing of a Proposal pursuant to Section 50.4 of the Bankruptcy and Insolvency Act.

Projection Notes:

Hypothetical Assumption – means an assumption that assumes a set of economic conditions or courses of action that are not necessarily the most probable in the insolvent persons judgement, but are consistent with the purposes of the cash flow projection;

Probable assumption - means an assumption that the insolvent person believes reflects the most probable set of economic conditions and planned courses of action; they are suitably supported, consistent with the plans of the insolvent person and provide a reasonable basis for the cash flow statement.

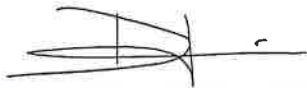
Assumptions:

In the matter of the Proposal of LlamaZoo Interactive Inc. (the "Company"), the following is a list of assumptions developed by the Company's management underlying the 6-week cash flow projection from April 7, 2025, through to May 18, 2025.

1. Cost Recoveries - Purchaser: the Company has advised that the Purchaser as defined in the Asset Purchase Agreement, being KPMG, will reimburse the costs incurred by the Company relating to some of the ongoing operations, specifically those related with operations necessary in support of an orderly asset transfer (Azure, Hosting, Fiber, various other software fees/expenses).
2. Contingency: a weekly contingency of \$2,000 has been incorporated into these cash flow projections on a conservative basis in order to account for potential unforeseen cash outflows.
3. Office Expenses: cash outflows from office expenses include costs such as Adobe and Google expenses, rent/server hosting, and other miscellaneous costs.
4. Operating Expenses: cash outflows from operating expenses are related to software and hosting costs for Azure, Perforce, Telus, Hubspot, Atlassian, and Unity. As mentioned in note 2 above, these costs will be covered by KPMG.
5. Professional Fees – Restructuring: cash outflows are inclusive of Crowe Mackay & Company Ltd ("CMCL") fees as Proposal Trustee, legal counsel for CMCL, and Dentons Canada LLP as the Company's legal counsel. Further, it is understood that the Company will be making an application to Court to increase the quantum of the Administration Charge, which currently is in the amount of \$100,000. The professionals, as listed above, covered by the Administration Charge will also be paid from the sale proceeds that CMCL currently holds in its trust account.
6. Payment of GST and PST: the Company does not anticipate needing to remit GST or PST during the 6-week period of time covered by these cash flows..

Dated at the City of Vancouver in the Province of British Columbia, this 17th day of April 2025.

Crowe MacKay & Company Ltd. - Licensed Insolvency Trustee
Per:



Derek Lai - Licensed Insolvency Trustee
1400-1185 West Georgia Street
Vancouver BC V6E 4E6
Phone: (604) 689-3928 Fax: (604) 687-5617

District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

FORM 30
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

The Management of LlamaZoo Interactive Inc., has/have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 17th day of April 2025, consisting of projected cash flow over the next 6 weeks.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Victoria in the Province of British Columbia, this 17th day of April 2025.



LlamaZoo Interactive Inc.
Debtor

Charles Lavigne, CEO

Name and title of signing officer

NA

Name and title of signing officer

District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

Purpose:

The purpose of the Cash Flow Statement for the week ending May 18, 2025 is to enable the creditors of LlamaZOO Interactive Inc. to assess their position regarding the filing of a Proposal pursuant to Section 50.4 of the Bankruptcy and Insolvency Act.

Projection Notes:

Hypothetical Assumption – means an assumption that assumes a set of economic conditions or courses of action that are not necessarily the most probable in the insolvent persons judgement, but are consistent with the purposes of the cash flow projection;

Probable assumption - means an assumption that the insolvent person believes reflects the most probable set of economic conditions and planned courses of action; they are suitably supported, consistent with the plans of the insolvent person and provide a reasonable basis for the cash flow statement.

Assumptions:

In the matter of the Proposal of LlamaZoo Interactive Inc. (the "Company"), the following is a list of assumptions developed by the Company's management underlying the 6-week cash flow projection from April 7, 2025, through to May 18, 2025.

1. Cost Recoveries - Purchaser: the Company has advised that the Purchaser as defined in the Asset Purchase Agreement, being KPMG, will reimburse the costs incurred by the Company relating to some of the ongoing operations, specifically those related with operations necessary in support of an orderly asset transfer (Azure, Hosting, Fiber, various other software fees/expenses).
2. Contingency: a weekly contingency of \$2,000 has been incorporated into these cash flow projections on a conservative basis in order to account for potential unforeseen cash outflows.
3. Office Expenses: cash outflows from office expenses include costs such as Adobe and Google expenses, rent/server hosting, and other miscellaneous costs.
4. Operating Expenses: cash outflows from operating expenses are related to software and hosting costs for Azure, Perforce, Telus, Hubspot, Atlassian, and Unity. As mentioned in note 2 above, these costs will be covered by KPMG.
5. Professional Fees – Restructuring: cash outflows are inclusive of Crowe Mackay & Company Ltd ("CMCL") fees as Proposal Trustee, legal counsel for CMCL, and Dentons Canada LLP as the Company's legal counsel. Further, it is understood that the Company will be making an application to Court to increase the quantum of the Administration Charge, which currently is in the amount of \$100,000. The professionals, as listed above, covered by the Administration Charge will also be paid from the sale proceeds that CMCL currently holds in its trust account.
6. Payment of GST and PST: the Company does not anticipate needing to remit GST or PST during the 6-week period of time covered by these cash flows..

Dated at the City of Victoria in the Province of British Columbia, this 17th day of April 2025.



LlamaZoo Interactive Inc.
Debtor

Appendix "D"

In the Matter of LlamaZoo Interactive Inc. (the "Company")
 Analysis of Estimated Recoveries under Bankruptcy and Proposal Scenarios
 Prepared as at April 11, 2025

	Ref.	Net Book Value as at April 11, 2025	Bankruptcy - Low	Bankruptcy - High	Proposal
Estimated Realizations from Assets	[1]	143,813	137,388	137,388	143,813
Cash	[2]				
Accounts Receivable	[3]	25,296			
Tax Refunds	[4]	274,260	167,500	239,250	282,500
Fixed Assets	[5]	12,700	1,263	8,160	
Total Realizations from Assets		456,069	306,151	384,798	426,313
Estimated Costs of Realization	[6]				
Trustee Fees	[6]		70,000	50,000	40,000
Legal Fees	[6]		30,000	20,000	20,000
Tax Refund Fee	[4]				30,000
Total Costs of Realization			100,000	70,000	90,000
Net Proceeds			206,151	314,798	336,313
Allocation of Net Proceeds	[7]				
CRA Source Deductions	[8]		45,309	45,309	45,309
Wage Earners Protection Program / Payment to Employees under S.136	[8]		16,400	16,400	16,400
			61,709	61,709	61,709
Balance of Funds Remaining for Distribution			144,442	253,089	274,604
Total Unsecured Claims	[9]	1,661,235	144,442	253,089	274,604
Distribution as a % of unsecured claims		1,661,235	8.69%	15.24%	16.53%

NOTES:

- [1] The net book values are based on management prepared accounting and financial information. The management prepared accounting and financial information have not been audited or reviewed.
- [2] Based on the accounting information provided by the Company and its Management, the Company has a cash balance of approximately \$143,813. This is made up of the following:
 \$6,425 is cash held in the Company's bank account, and \$137,388 are the remaining funds from the sales proceeds. In the event of a bankruptcy, it is anticipated that there would be no funds remaining in the Company's bank account. It is estimated that in the event of a bankruptcy, the total cash made available to the bankrupt estate would total in or around \$137,388 which is held in trust by the Proposal Trustee.
- [3] The Company had an accounts receivable balance totaling \$25,296 recorded on its balance sheet. Management advised that this balance is owing to the Company from KPMG LLP and that the amount is fully collectible. That said, it is assumed that should the Company be deemed bankrupt, it would occur on May 1, 2025 subsequent to the first meeting of creditors. Accordingly, it is estimated that the company would collect and use these funds during the ordinary course of business prior to any date of bankruptcy. As a result, no balance has been included as recoverable in the context of a bankruptcy.
- [4] The Company has listed GST, CAAIN, and SRED tax refunds totaling \$274,260 on its Statement of Affairs. Management has advised that the GST return, as well as the CAAIN return have already been filed, but that no funds have been received yet. The SRED claim is estimated by Management to be \$250,000 in a "Bankruptcy - Low" scenario, and \$315,000 in a "Bankruptcy - High" scenario. This is based on an estimate and is therefore subject to change once the SRED claim is filed. In the context of a bankruptcy, the Trustee is estimating the fees and costs that Tax Refund Fee to complete the SRED filing would be in or around \$82,500 in a "Bankruptcy - Low" scenario, and \$75,750 in a "Bankruptcy - High" scenario. Calculations of these amounts can be found below. In the event of a proposal, an average of the range provided by Management totaling \$282,500 has been included and the Tax Refund Fee would be 10% of the Tax Refund amount paid to Management, but this is limited to a maximum amount of \$30,000.
- A contingency cost has been built into the realization costs in the event of a bankruptcy. In the Proposal Trustee's experience, it can be very time consuming and costly dealing with SRED claims in the context of a bankruptcy wherein the Trustee is unfamiliar with the historical financial affairs of the Company. Accordingly, the Proposal Trustee is of the view that the proposal would allow for the greatest potential for a successful SRED refund to be received given Management's involvement and intimate knowledge of the Company's financial affairs.

Tax Fee Estimate

15% on cumulative ITC's per year (up to \$100,000)
 10% on cumulative ITC's per year (between \$100,000 and \$200,000)
 5% on all remaining cumulative tax credits

Contingency Costs
 Total Estimated Fees

SRED Tax Refund Estimate

Estimated Tax Refund Fees

	Bankruptcy - Low	Bankruptcy - High	Proposal
	15,000	15,000	-
	10,000	10,000	-
	2,500	5,750	-
	27,500	30,750	-
	55,000	45,000	-
	82,500	75,750	-
	250,000	315,000	282,500
	82,500	75,750	30,000
	167,500	239,250	252,500

- [5] The Company had fixed assets with a net book value of in or around \$12,700 as at April 11, 2025. Management advised that the fixed assets consist of the below listed items. Below is an analysis of the expected gross recoveries from the sale of the fixed assets. This is based on the estimated realizable value ("ERV") provided by Management.

Proceeds from Sale of Computer Equipment and IT Infrastructure

Less: Estimated Auction Costs
 Commissions (25% - 20%)
 Moving Assets
 Contingency

	Bankruptcy Low (50% of ERV)	Bankruptcy High (ERV)
	6,350.00	12,700.00
	(1,587.50)	(2,540.00)
	(2,000.00)	(1,500.00)
	(1,500.00)	(500.00)
	(5,087.50)	(4,540.00)
	1,262.50	8,160.00

Estimated Net Proceeds

In the event of a bankruptcy, it is assumed that a liquidator or auctioneer would realize upon the fixed assets. It is further assumed that the liquidator/auctioneer commission would be between 20%-25% for a bankruptcy "High" and "Low" scenario respectively. It is important to note that the ERV values have been provided by Management and not by an auctioneer. Accordingly, in the event of a bankruptcy, there is a possibility that the auctioneers determine that the assets are of nominal value, and will therefore be of no benefit to the bankrupt estate.

[6] Legal and Trustee fees are estimates and represents the professional fees and costs in the event of a bankruptcy. These are estimates and are accordingly subject to change.
[7] CRA completed a payroll trust exam and advised that the Company owes \$55,511.63 for unpaid employee source deductions. Since that time, the Company has paid a total of \$10,202.62 in post-filing source deductions. Accordingly, there is an amount of \$45,309 owing to CRA which will constitute as a deemed trust claim.

[9] In the event of a bankruptcy, employees are protected for wages and vacation due within 6 months of the date of bankruptcy plus severance to a maximum of \$8,844.22 pursuant to the Wage Earners Protection Program Act (WEPPA). Service Canada will have a subrogated claim against the estate for the amounts paid to the employees. Amounts paid for wages and vacation will rank as a secured claim ahead of Accord but behind CRA's deemed trust claim for source deductions to a maximum of \$2,000 per employee as against the current assets of the company. Non-arm's length employees are not eligible for WEPPA. Management provided the Trustee with vacation pay amounts owing to employees. Of the \$134,493 vacation pay owing, \$94,720 was owing to directors of the Company or related parties, and is therefore not eligible for WEPPA. From the remaining \$39,773, \$16,400 would qualify as a secured claim by WEPPA.

	Vacation pay owed	134,493
	Not eligible for WEPPA	94,720
		<hr/>
		39,773
	Vacation pay covered by WEPPA	16,400
	Total secured claim pursuant to WEPPA	<hr/>
		16,400

In the context of a proposal, pursuant to section 136 of the Bankruptcy and Insolvency Act, amounts owing to employees for wages and vacation pay (to a maximum of \$2,000 per employee) for the 6-month period immediately preceding the date of the initial bankruptcy event are payable upon court approval of the proposal. In this case, a total of \$16,400 would be payable to employees.

[10] Total unsecured claims are based on the statement of affairs prepared by the Company.

District: British Columbia
Division No. 02 – Victoria
Estate No. 11-3165762
Court No. B-240583
Vancouver Registry

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

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LLAMAZOO INTERACTIVE INC.

INSOLVENT PERSON

PROPOSAL TO CREDITORS

April 11 , 2025

PROPOSAL TO CREDITORS

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

"Affected Claims" means all Claims, other than Unaffected Claims.

"Affected Creditors" means any Creditor having an Affected Claim, but only with respect to, and to the extent of, such Affected Claim.

"Affected Creditors Class" means the class consisting of the Affected Creditors established under and for the purposes of this Proposal, including voting in respect thereof by Affected Creditors with Proven Claims.

"Approval Order" means an Order that, among other things, approves and directs the implementation of the Proposal and all actions and transactions set out herein, effective as at the Implementation Date in accordance with the terms of this Proposal.

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

"Business Day" means a day, other than a Saturday or Sunday, or a statutory holiday, on which banks are generally open for business in Vancouver, British Columbia.

"Cash Distribution" means a cash distribution by the Proposal Trustee from the Cash Distribution Fund to Affected Creditors with a Proven Claim made in accordance with Articles 3 and 4.

"Cash Distribution Fund" means the fund held by the Proposal Trustee subject to distribution in this Proposal containing the Transaction Proceedings remaining after the payments were made to the Secured Creditors.

"Claim" means any right or claim of any Person against the Company which constitutes a "*claim provable in bankruptcy*" as that term is defined under the BIA, whether or not asserted in connection with any indebtedness, liability, or obligation was in existence on the Filing Date, as well as interest accrued that may accrue thereon, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including any legal, statutory, or equitable fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust against, any of the property or assets of the Company, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against the Company with respect to any matter, cause or chose in action, but subject to any counterclaim, set-off or right of compensation in favour of the Company which may exist, which claim is based in whole or in part on facts which existed prior to the Filing Date and for clarity, includes Crown Claims.

"Claims Bar Date" has the meaning ascribed to it in Article 5.1 of this Proposal.

"Company" means LlamaZOO Interactive Inc.

"Company's Costs" means all proper expenses and costs of the Company and its legal counsel arising in any way in relation to this Proposal.

"Conditions Precedent" means those conditions precedent to the implementation of this Proposal as defined and enumerated in Article 6.1 of this Proposal.

"Court" means the Supreme Court of British Columbia, in bankruptcy and insolvency.

"Creditor" means any Person having a Claim.

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

"Crown Claims" means the Claims of the Crown set out in Section 60(1.1) of the BIA outstanding as at the Filing Date against the Company, if any, payment of which will be made in priority to the payment of the Preferred Claims and to distributions in respect of the Affected Creditor Claims, and specifically excludes any other claims of the Crown.

"Director" means anyone who is, or is deemed to be, a director of the Company at the Filing Date.

"Electronic Meeting Protocol" means the protocol for conducting the Meeting electronically, substantially in the form attached hereto as Schedule "A".

"Filing Date" means December 13, 2024, the date on which the Company filed a Notice of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada.

"Implementation Date" means the date on which all Conditions Precedent have been satisfied.

"Meeting" means the meeting of the Affected Creditors Class held in accordance with Section 51(1) of the BIA and the Electronic Meeting Protocol for the purpose of considering and, if thought fit, voting to approve this Proposal and agreeing to the compromises and arrangements constituted hereby, and includes any subsequent reconvened meeting should any meeting be adjourned.

"Notice to Prove Claim" means the notice made pursuant to Section 149 of the BIA to be sent by the Proposal Trustee to all known Persons having a Claim that have not yet filed a Proof of Claim with the Proposal Trustee, advising such Creditors that if their Claims are not proven within 30 days after the sending of such notice (i.e. the Claims Bar Date), the Proposal Trustee will proceed to declare a dividend or final dividend without regard to that Creditor's Claim.

"Officers" means, anyone who is, or is deemed to be, an officer of the Company at the Filing Date.

"Order" means any order of the Court made in the Proposal Proceedings.

"Person" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), any governmental authority, regulatory board, corporation, unincorporated association or organization, syndicate or other entity, whether or not having legal status.

"Post-Filing Claim" means a Claim arising from the supply of goods and services to the Company after the Filing Date or a claim for sales taxes, source deductions or assessments and premiums arising in

relation to such Claims. Post-Filing Claims do not include claims in respect of an obligation incurred prior to the Filing Date but which is payable after the Filing Date.

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

"Preferred Claim" means a Claim enumerated in Section 136(1) of the BIA outstanding as at the Filing Date against the Company, if any, the payment of which will be made in priority to distributions in respect of Affected Creditor Claims.

"Principal" means Charles Lavigne.

"Priority Distributions" means:

- (a) Any Post-Filing Claim which is unpaid as of the Implementation Date, which shall be paid from the Cash Distribution Fund in the ordinary course in accordance with Section 3.3 hereof;
- (b) Crown Claims and Preferred Claims that are Proven Claims and which are to be paid out of the Cash Distribution Fund in accordance with Section 3.4 hereof;
- (c) Proposal Trustee's Costs and Company's Costs which are to be paid out of the Cash Distribution Fund in accordance with Section 3.5 hereof; and
- (d) the Tax Refund Fee, if payable in accordance with the terms hereof.

"Proof of Claim" means the form of document prescribed by the BIA to be filed with the Proposal Trustee to prove the Claim of a Creditor.

"Proposal" means this proposal among the Company and the Affected Creditors, as from time to time amended, modified or supplements pursuant to an Order, or pursuant to an agreement among the Company and the Affected Creditors as provided for herein, or at any Meeting.

"Proposal Proceedings" means the proceedings under the BIA commenced under the Supreme Court of British Columbia Action No. B-240583 (Vancouver Registry) and Estate No. 11-3165762.

"Proposal Trustee" means Crowe MacKay & Company Ltd. in its capacity as proposal trustee of the Company.

"Proposal Trustee's Costs" means all proper fees, expenses and costs of the Proposal Trustee and its legal counsel arising in any way in relation to this Proposal.

"Proven Claim" means a Claim which, after delivery of a Proof of Claim to the Proposal Trustee has been:
(a) admitted by the Proposal Trustee in whole or in part; or (b) disallowed by the Proposal Trustee and such disallowance has been subsequently (i) resolved by agreement among the Claimant, the Company and the Proposal Trustee; or (ii) set aside in whole or in part by the Court. Proven Claims shall not include any amounts due to a Post-Filing Creditor in respect of a Post Filing Claim and shall not include any interest for the period subsequent to the Filing Date.

"Related Creditor" means any Person who is a "related person" as defined under Section 4 of the BIA having a Proven Claim to the extent of their Proven Claim.

"Released Parties" means those persons released by the Affected Creditors, as defined and enumerated in Article 2.5 of the Proposal.

"Required Majority" means a majority in number and two thirds in value of the Voting Creditors who vote on this Proposal in accordance with the voting procedures established hereby and under the BIA.

"Secured Claims" means a Claim that is secured by a Security Interest

"Secured Creditor" means a Person having a Secured Claim.

"Security Interest" means a mortgage, hypothec, prior claim, pledge, charge, lien or other security interest on or against the assets and property of the Company or any part thereof as security for a debt due and accruing from the Company, or any negotiable instrument held as collateral security and on which the Company is only indirectly or secondarily liable.

"Tax Filings" means the ITC, CAAIN, and 2024 SRED and IDMTC packages, and (if feasible) the 2025 stub year SRED and IDMTC Packages.

"Tax Refund" means any refund paid to the Company as a result of the Tax Filings.

"Tax Refund Fee" means the fee payable to the Principal upon receipt of a Tax Refund, calculated as 10% of the Tax Refund amount up to a maximum of \$30,000.

"Transaction" means the sale of substantially all of the Company's assets to KPMG LLP pursuant to the terms of the asset purchase agreement dated February 7, 2025.

"Transaction Proceeds" means the purchase price in the amount of \$1,450,000 (as subsequently adjusted) paid by KPMG LLP in trust to the Proposal Trustee upon closing of the Transaction.

"Unaffected Claim" means a Claim of an Unaffected Creditor.

"Unaffected Creditor" means: (a) the Post-Filing Creditors; (b) the Secured Creditors; (c) the Crown (to the extent of any Crown Claims).

"Voting Creditors" means all Affected Creditors in attendance at the Meeting in person or by proxy and who are entitled to vote at the Meeting. For clarity, this excludes all Related Creditors, Unaffected Creditors (to the extent of their Unaffected Claims).

1.2 Interpretation

For the purposes of this Proposal:

- (a) the division of this Proposal into Articles and Sections and the insertion of headings are for convenience only and do not form part of this Proposal and will not be used to interpret, define or limit the scope, extent or intent of this Proposal;
- (b) the words "hereunder", "hereof", and similar expressions, refer to this Proposal and not to any particular Article, Section or Schedule and references to Articles, Sections and Schedules are to Articles and Sections of, and Schedules to this Proposal;

- (c) words importing the singular include the plural and vice versa and words importing any gender include all genders;
- (d) the words "includes" and "including", and similar terms of inclusion shall not, unless expressly modified by the words only or solely, be construed as terms of limitation, but rather shall mean "includes without limitation", or "including without limitation", as applicable, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) a reference to any statute is to that statute as now enacted or as the statute may from time to time be amended, re-enacted or replaced, and includes any regulation made thereunder;
- (f) a reference to any agreement, indenture or other document is to that document as amended, supplemented, restated or replaced from time to time; and
- (g) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Vancouver, British Columbia, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

1.3 Currency

All references to amounts of money mean the lawful currency of Canada unless otherwise expressly indicated. For purposes relating to voting on this Proposal and calculating distributions thereunder, any Claims submitted and denominated in a currency other than Canadian dollars shall be converted to Canadian dollars as at the Filing Date based on the applicable daily average exchange rate published by the Bank of Canada on the Filing Date.

1.4 Interest

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

1.5 Date for Any Action

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

1.6 Schedules

- Schedule "A": Electronic Meeting Protocol

ARTICLE 2 PURPOSE AND EFFECT OF PROPOSAL

2.1 Purpose and Overview of Proposal

The Purpose of this Proposal is, primarily, to enable the Company to maximize recovery on its last remaining asset, being a claim for a tax refund arising from tax credits earned by the Company. Under the Proposal, the Principal will take all steps required to file 2024 SRED and IDMTTC packages (and if viable, the 2025 SRED and MDMTC packages) and recover the corresponding tax credits on behalf of the Company, which the Principal estimates will allow the Company to recover an additional \$270,000 to

\$335,000 in proceeds. The Principal will earn a fee equal to 10% of the Tax Refund amount, up to a maximum of \$30,000, for completing this work, which will be paid solely on a contingency fee basis (i.e. the fee is only earned and payable if a tax refund is ultimately paid to the Company as a result of the foregoing filings).

In addition to the foregoing, the Company has closed the Transaction and the Transaction Proceeds were paid to the Proposal Trustee in accordance with the terms of the asset purchase agreement. The claims of all Secured Creditors, and certain Post Filing claims arising in the ordinary course, have been paid from the Transaction Proceeds.

Lastly, the Principal is a significant unsecured creditor of the Company, owed approximately \$100,000, and will waive his entitlement to a distribution under the Proposal.

In the event of a bankruptcy of the Company and the forced liquidation of its assets, the creditors would be required to fund the Trustee to pursue any tax credit recoveries, and would bear the cost of that process whether or not the refunds are ultimately paid.

2.2 Proposal Trustee Under this Proposal

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

2.2 Persons Affected by this Proposal

This Proposal provides for, among other things, the compromise, discharge, and release of all Affected Claims against the Company. Accordingly, on the Implementation Date, this Proposal will become effective and shall be binding on the Company, the Affected Creditors and all other Persons named or referred to in, or subject to, this Proposal.

2.3 Unaffected Claims

This Proposal does not affect Unaffected Claims. Persons with Unaffected Claims will not be entitled to vote on or receive any distributions under this Proposal in respect of such Claims. Nothing in this Proposal shall affect any of the Company's rights and defences, both legal and equitable, with respect to any Unaffected Claim, including all rights with respect to legal and equitable defences or entitlements to set-offs and recoupments against such Claims.

2.4 Equity Claims

Persons having equity claims or equity interests (such as those terms are defined in the BIA), shall not be entitled to receive a distribution under this Proposal or otherwise receive anything in respect of their shares or interest or be entitled to vote on this Proposal on its equity claim.

2.5 Release of Company, Directors and Officers and Proposal Trustee by Affected Creditors

Upon the Company meeting its obligations to the Affected Creditors under this Proposal, each Affected Creditor hereby, and without the need for any further action, releases:

- (a) the Company from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims; and
- (b) the Directors and Officers from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims, where the Directors and Officers are, by law, liable in such capacity, provided however that nothing herein shall release any of the Directors or Officers from claims that may not be compromised under a proposal as set out in subsection 50(14) of the BIA.

Once the Company has met its obligations to the Affected Creditors under this Proposal, no Affected Creditor shall have any right, remedy or claim against the Proposal Trustee or the Company, and each of their respective past and present Directors and Officers, employees, financial advisors, legal counsel, representatives and agents, (each a "Released Party", and collectively, the "Released Parties") for anything arising in connection with this Proposal or these Proposal Proceedings. The Released Parties shall then be fully and irrevocably released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Affected Creditor may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, agreement, guarantee, surety, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Implementation Date that are in any way relating to, arising out of or in connection with the Claims, as applicable, all to the full extent permitted by applicable law, provided that nothing herein shall release or discharge a Released Party for gross negligence, criminal, fraudulent or other wilful misconduct, if any such party is found liable or guilty, as the case may be, for such misconduct by the express terms of a judgment rendered on a final determination on the merits.

ARTICLE 3 TREATMENT OF CREDITORS

3.1 Classes of Creditors

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

3.2 Affected Creditors

The Proposal Trustee shall pay to each Affected Creditor with a Proven Claim (other than the Principal, who shall not participate in the distribution to Affected Creditors under this Proposal) a Cash Distribution equal to their pro-rata share of the Cash Distribution Fund remaining after payment of any Priority Distributions.

The Proposal Trustee shall make the payments from the Cash Distribution Fund to the Affected Creditors (other than the Principal) in accordance with this Proposal as soon as reasonably practicable, less such reserves as the Proposal Trustee shall deem necessary or appropriate, and the balance shall be paid in such number of installments as the Trustee shall deem appropriate.

3.3 Unaffected Claims

Unaffected Claims are not included under or in any way affected by this Proposal. Unaffected Claims that are not Post-Filing Claims will be paid in accordance with existing agreements between the Unaffected Creditors and the Company or in accordance with alternative arrangements to be negotiated concurrently with the filing and implementation of this Proposal. Unaffected Claims that are Post-Filing Claims will be unaffected by this Proposal and will be paid by the Company from the Cash Distribution Fund in the ordinary course of business.

3.4 Crown Claims and Preferred Claims

Crown Claims that are Proven Claims (if any) shall be paid in their entirety, without interest, within six months after the granting of the Approval Order in accordance with the scheme of distribution set forth in the BIA.

Preferred Claims that are Proven Claims (if any) shall be paid in full on or after the date that is immediately upon the Approval Order, in accordance with the scheme of distribution set forth in the BIA.

3.5 Proposal Trustee's Costs and Company's Costs

The Proposal Trustee's Costs and the Company's Costs in respect of this Proposal shall be paid by the Company from the Cash Distribution Fund in the ordinary course of business and in accordance with the agreements entered into by the Company.

3.6 Full Satisfaction of All Affected Creditor Claims and No Other Entitlements

All Affected Creditors shall accept the consideration set out in Article 3 hereof in full and complete satisfaction of their Affected Creditor Claims, and all liens, certificates of pending litigation, executions, or other similar charges or actions or proceedings in respect of such Affected Creditor Claims will have no effect in law or in equity against the Company, or other assets and undertaking of the Company. When implementation of the Proposal is complete, any and all such registered liens, certificates of pending litigation, executions or other similar charges or actions brought, made or claimed by Affected Creditors will be deemed to have been discharged, dismissed or vacated without cost to the Company and the Company will be released from any and all Affected Creditor Claims of Affected Creditors.

ARTICLE 4

TAX REFUND RECOVER, CASH DISTRIBUTION FUND & CASH DISTRIBUTION

4.1 Engagement of the Principal

Upon implementation of this Proposal in accordance with the terms and conditions hereof, the Company shall engage the Principal to complete the Tax Filings on such terms and conditions as may be approved by the Proposal Trustee, which terms shall include (without limitation):

- (a) the Principal shall be solely responsible for completing the Tax Filings;
- (b) the Principal shall be solely responsible for all costs in connection with completing the Tax Filings;

- (c) the Principal shall be entitled to the Tax Refund Fee upon receipt by the Company of the Tax Refund.

4.2 Cash Distribution Fund

The Cash Distribution Fund shall be held by the Proposal Trustee, and shall be comprised of:

- (a) the Transaction Proceeds remaining as of the Implementation Date;
- (b) any Tax Refund received by the Company; and
- (c) all cash held by the Company on the Implementation Date.

In accordance with Article 3, the Cash Distribution Fund shall be distributed by the Proposal Trustee as soon as practicably possible.

4.3 Method of Distributions

Unless otherwise agreed to by the Proposal Trustee and an Affected Creditor, all Cash Distributions made by the Proposal Trustee from the Cash Distribution Fund pursuant to this Proposal shall be made by cheque mailed to the address shown on the proof of claim filed by such Affected Creditor or, where an Affected Creditor has provided the Trustee with written notice of a change of address, to such address set out in that notice.

ARTICLE 5 MEETING OF CREDITORS

5.1 Proving Claims

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

To be eligible to receive a distribution in accordance with Article 3, Creditors must have filed a Proof of Claim in accordance with the BIA such that it is actually received by the Proposal Trustee in accordance with the BIA and by no later than the date that is 30 days from the date on which the Proposal Trustee delivers the Notice to Prove Claim (the "**Claims Bar Date**") pursuant to Section 149 of the BIA. The Proposal Trustee may issue the Notice to Prove Claim at its discretion anytime following the Implementation Date.

Affected Creditors that fail to file their Proof of Claim with the Proposal Trustee before the Claims Bar Date will not be eligible for participation in the proposed distribution under this Proposal and their claims will be forever barred as against the Company.

5.2 Meeting

Unless otherwise ordered by the Court, the Meeting shall be held at **2:00 p.m. (Vancouver time) on Thursday, May 1, 2025**, virtually, in accordance with the Electronic Meeting Protocol. For an invitation to join the meeting, please contact the Proposal Trustee at: nelson.allan@crowemackay.ca.

5.3 Conduct of Meeting

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

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

5.4 Voting at the Meeting

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

5.5 Parties Not Entitled to Vote

Related Creditors and Unaffected Creditors, to the extent of their Unaffected Claims, shall not be entitled to vote at the Meeting.

5.6 Adjournment of the Meeting

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

5.7 Proxies and Voting Letters

Affected Creditors with Proven Claims 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 package and will be binding upon all Affected Creditors.

ARTICLE 6 CONDITIONS PRECEDENT

6.1 Conditions Precedent

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

- (a) this Proposal shall have been approved by the Affected Creditors Class by the Required Majority in accordance with the provisions of the BIA;

- (b) the Approval Order sanctioning this Proposal shall have been made, and the effect of the Approval Order shall not have been stayed, revised, modified, reversed or amended, and the Approval Order shall, among other things:
 - i. declare that: (1) this Proposal has been approved by the Required Majority of the Affected Creditors Class in conformity with the BIA; and (2) this Proposal and the transactions contemplated hereby, are fair and reasonable, and in the best interests of the Company, the Affected Creditors, and the other stakeholders;
 - ii. order that this Proposal is sanctioned and approved pursuant to the BIA;
and
 - iii. authorize and direct the Company and the Proposal Trustee to execute and deliver the agreements, documents, and instruments contemplated by this Proposal in order to effect all actions contemplated by this Proposal.
- (c) all other actions, documents and agreements necessary to implement this Proposal as required herein shall have been effected and executed.

The non-fulfillment or non-satisfaction of any of the Conditions Precedent set forth in this Article 6.1(a) through (c) shall constitute a default under this Proposal for the purposes of Section 62.1 of the BIA and otherwise under this Proposal.

ARTICLE 7 AMENDMENT AND MODIFICATIONS

7.1 Modification to Proposal before or at Meeting

The Company reserves the right, with the consent of the Proposal Trustee and/or inspectors (if any), to amend, modify, supplement or restate this Proposal at any time prior to the Meeting, or at the Meeting, in which case the amended, modified, supplemented or restated proposal will be put before the Affected Creditors Class for approval at the Meeting.

7.2 Modification of Proposal after Meeting

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

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

ARTICLE 8 APPLICATION FOR COURT APPROVAL

8.1 Application for Court Approval

Upon the conclusion of the Meeting, if this Proposal has been approved by the Affected Creditors Class by the Required Majority, the Proposal Trustee shall apply to the Court for the Approval Order. Subject only to the Approval Order being granted and the satisfaction of those Conditions Precedent enumerated in Article 6.1, this Proposal will be implemented by the Company and will be binding upon all the Affected Creditors and all other Persons affected by this Proposal in accordance with its terms.

8.2 Binding Effect of Proposal

After the issuance of the Approval Order by the Court and the satisfaction of the Conditions Precedent, the Proposal shall be implemented by the Company and shall be fully effective and binding on the Company and all Persons affected by the Proposal. Without limitation, the treatment of Affected Creditor Claims under the Proposal shall be final and binding on the Company, the Affected Creditors, and all Persons affected by the Proposal and their respective heirs, executors, administrators, legal representatives, successors, and assigns. For greater certainty, this Proposal shall have no effect upon Unaffected Creditors.

ARTICLE 9 NOTICE, UNDELIVERABLE DISTRIBUTIONS AND THE LEVY

9.1 Notices and Payments to Affected Creditors

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

9.2 Undeliverable Distributions

If any distribution, delivery or correspondence to an Affected Creditor under this Proposal is returned to the sender as undeliverable, no further distributions, deliveries or correspondence shall be made to that Affected Creditor unless and until the sender is notified by such Affected Creditor, in writing, of their current address, at which time any missed deliveries, distributions (without interest) and correspondence shall be delivered to such Affected Creditor.

Undeliverable distributions shall be retained by the sender until they are claimed or until six months after the date of such distribution, after which they shall revert to the Company, free of any restrictions or claims thereon.

9.3 Withholding Taxes and Superintendent's Levy

All distributions to the Affected Creditors under this Proposal shall be made net of the levy imposed by the Superintendent of Bankruptcy under the BIA. This includes any distribution of equity. Notwithstanding any other provision of this Proposal, each Affected Creditor that receives a distribution pursuant to this Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any governmental entity (including income, withholding and other tax obligations on account of such distribution).

ARTICLE 10 GENERAL

10.1 Capacity of Proposal Trustee

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

10.2 Certificate of Completion

Upon the Proposal Trustee making the last distributions to the Affected Creditors as contemplated by this Proposal, the terms of this Proposal shall be deemed to be fully performed and the Proposal Trustee shall provide to the Official Receiver a certificate pursuant to Section 65.3 of the BIA and the Proposal Trustee shall thereupon be entitled to be discharged.

10.3 No Default

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

10.4 Conflict Between this Proposal and Other Agreements

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

10.5 Severability

If, subsequent to the Implementation Date, any term or provision of this Proposal is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Company or Proposal Trustee, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Proposal shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

10.6 Further Assurances

Each of the Persons named or referred to in, or subject to, this Proposal will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated herein.

10.7 Governing Law

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

10.8 Notices to Company or Proposal Trustee

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

To the Company

989 Lota Place
Langford, BC V9C 3T1

Attention: Charles Lavigne

With a copy to:

Dentons Canada LLP
20th Floor – 250 Howe Street
Vancouver, BC V6C 3R8
Attention: Jordan Schultz
Email: Jordan.schultz@dentons.com

To the Proposal Trustee

Crowe MacKay & Company Ltd., in its capacity as
Proposal Trustee of LlamaZOO Interactive Inc.
1400 – 1185 W Georgia Street
Vancouver, BC V6E 4E6
Attention: Nelson Allan
Email: nelson.allan@crowemackay.ca

With a copy to:

Gehlen Dabbs Cash LLP
1201–1030 W Georgia Street
Vancouver, BC V6E 2Y3
Attention: Carol M. Cash
Email: cc@gdlaw.ca

10.9 Successors and Assigns

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

10.10 Date and Reference

This Proposal may be referred to as being the Proposal of the Company dated for reference April 11, 2025.

DATED at the City of Langford, in the Province of British Columbia on this 11th day of April, 2025.

LLAMAZOO INTERACTIVE INC.

Per: 
Charles Lavigne
Authorized Signatory

District: British Columbia
Division No. 02 – Victoria
Estate No. 11-3165762
Court No. B-240583
Vancouver Registry

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

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LLAMAZOO INTERACTIVE INC.

INSOLVENT PERSON

SCHEDULE "A" TO THE PROPOSAL

ELECTRONIC MEETING PROTOCOL

On December 13, 2024, LlamaZOO Interactive Inc. (the "**Company**") filed a Notice of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada pursuant to Section 50.4(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 (the "**BIA**"), and Crowe MacKay & Company Ltd. was appointed proposal trustee (in such capacity, the "**Proposal Trustee**") in relation to the Company's proposal proceedings under the BIA.

By order of the Honourable Justice Burke granted February 24, 2025, among other things, the time for filing the Company's proposal under Part III of the BIA was extended to 11:59 pm Vancouver time on April 12, 2025.

The Proposal Trustee is authorized to convene, hold, and conduct a meeting of the Company's creditors (the "**Meeting**") to consider and vote on the Company's Proposal to Creditors dated April 11, 2025, as may be amended (the "**Proposal**").

A. MEETING DETAILS

1. date of the Meeting: May 1, 2025;
2. time of the Meeting: 2:00 p.m. (Vancouver time);
3. Meeting Platform: Zoom.

B. TECHNOLOGY AND MEETING ETIQUETTE

4. The Meeting will be conducted using the Zoom virtual meeting platform. The Zoom virtual meeting platform can be downloaded at <https://zoom.us/download> or accessed through your web browser.

5. Prior to the Meeting, you are required to learn the software as the Proposal Trustee will not have the capacity to answer questions concerning the technology during the Meeting.

6. During the Meeting:

- (a) leave your microphone device on "mute" until recognized by the Proposal Trustee to prevent background noise; and
- (b) turn your video feed off within the program, to prevent unnecessary use of bandwidth.

C. PRE-MEETING REQUIREMENTS

7. Proxy/ Voting Letter cut-off: All proxies or voting letters to be delivered to the Proposal Trustee in accordance with the Proof of Claim package must be received by the Proposal Trustee by no later than noon on April 30, 2025. The Proposal Trustee will provide you with confirmation of receipt. If you have not received confirmation of receipt by 12:30 p.m. on April 30, 2025, please follow up with the Proposal Trustee by email to: nelson.allan@crowemackay.ca.

8. Attendance Notice: Parties intending to attend the Meeting through Zoom shall notify the Proposal Trustee by email to nelson.allan@crowemackay.ca by no later than noon on April 30, 2025. The Proposal Trustee will provide you with confirmation of receipt. If you have not received confirmation of receipt by 12:30 p.m. on April 30, 2025, please follow up with the Proposal Trustee by sending an email to: nelson.allan@crowemackay.ca.

9. Prior to the Meeting, the Proposal Trustee will provide information by email to parties that have delivered proxies, voting letters, or notices of attendance. The information to be provided in advance of the Meeting is:

- (a) a proposed agenda for the Meeting;
- (b) a unique creditor identification number;
- (c) confirmation as to the status of your Claim (i.e. whether it is admitted or contested for voting purposes); and
- (d) the meeting ID and password.

D. CONDUCT OF MEETING

10. Registration: The Zoom Meeting will be open at 1:00 p.m. on May 1, 2025, to provide sufficient time for registration. You are encouraged to call in early, and no later than 1:30 p.m. so that the registration process can be completed in a timely fashion and not delay the commencement of the Meeting. The Meeting will begin promptly, and the Proposal Trustee may not have capacity to admit late registrations.

11. During the registration process, you will be required to:

- (a) identify yourself by your unique creditor identification number and/or whether you hold a proxy or voting letter;

(b) identify any additional individuals in attendance with you, including their capacity (legal counsel and firm as applicable); and

(c) confirm your contact details and Claim amount.

12. Calling the Meeting to Order: A representative of the Office of the Superintendent of Bankruptcy or its nominee will act as "chair" of the Meeting (in that capacity, the "**Chair**"). The Chair will call the Meeting to order at 2:00 p.m. Vancouver time on May 1, 2025, and will adjourn the Meeting if the Chair determines that such is necessary to permit completion of the registration process. The time of the adjournment will be estimated by the Chair at the time the adjournment is declared.

13. Motions and Voting at the Meeting: The Proposal Trustee will maintain a roster of all participants compiled during the registration process. When a motion is called for by the Chair, either as a standard protocol motion for such meetings or based on a request for a motion generally, the Chair will request from the general population of Affected Creditors (as defined in the Proposal) in attendance at the Meeting for:

(a) a second of the motion; and

(b) a call for a vote on the motion, by the Required Majority (as defined in the Proposal).

14. In all instances, and in respect of all motions and votes, the Proposal Trustee shall accept votes electronically, by email or by such other means as the Proposal Trustee deems sufficient in the circumstances.

15. Questions at the Meeting: The Zoom platform includes a chat feature that allows you to submit questions to the Chair electronically. For the purposes of asking questions at the Meeting, please use the chat feature and: (a) include your creditor identification number; and (b) advise that you wish to ask a question. In an effort to mitigate disruptions, the Proposal Trustee or Chair may turn off the video and mute the microphone of any or all participants while the meeting is underway.

16. The Chair will recognize your interest in asking a question in the following priority:

a) those that have submitted requests via the chat function, and in the order of registration; and

b) those that are unable to register on the chat or prefer not to do so, via a general call for questions.

17. Once recognized by the Chair, and before asking your question, please: (a) state your creditor identification number; (b) your name; and (c) the creditor you represent. You may then ask your question.

18. For clarity, you will not be permitted to ask a question or to speak at the Meeting unless and until you have been recognized by the Chair.

E. POST-MEETING REPORTING

19. As mentioned above, the Proposal Trustee shall accept votes electronically, by email or by such other means as the Proposal Trustee deems sufficient and advises in the circumstances. The Proposal Trustee

or Chair will allot 15 minutes for participants at the meeting to submit their votes electronically. The Chair will adjourn the meeting on a short-term basis to allow time for the Proposal Trustee to compile all votes.

20. Once the votes have been compiled, the Chair will reconvene the meeting and the Proposal Trustee will provide a report that includes:

- (a) A summary of all motions called at the Meeting;
- (b) The result of the votes on each motion; and
- (c) Such further and other information as determined by the Proposal Trustee to be necessary. This report will be available on the Proposal Trustee's website at:
<https://crowemackayco.ca/project/llamazoo-interactive-inc/>

District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

☒ Original

☐ Amended

Form 78
Statement of Affairs (Corporate Proposal)
(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
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 11th day of April 2025. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the debtor is a corporation, or by yourself, in other cases.

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

- | | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Negative market conditions; | <input type="checkbox"/> Foreign Exchange Fluctuations; | <input type="checkbox"/> Economic Downturn; | <input type="checkbox"/> Poor Financial Performance; | <input type="checkbox"/> Legal Matters (Provide details); |
| <input type="checkbox"/> Lack of Working Capital/Funding; | <input type="checkbox"/> Competition; | <input type="checkbox"/> Legislated or Regulatory Restrictions; | <input type="checkbox"/> Natural Disaster; | <input type="checkbox"/> Increased Cost of Doing Business; |
| <input type="checkbox"/> Overhead Increasing; | <input type="checkbox"/> Faulty Infrastructure or Business Model; | <input type="checkbox"/> Unsuccessful Marketing Initiatives; | <input type="checkbox"/> Personal Issues; | <input type="checkbox"/> Poor Management; |
| <input type="checkbox"/> Faulty Accounting; | <input type="checkbox"/> Tax Liabilities; | <input type="checkbox"/> Labour; | <input checked="" type="checkbox"/> Other (Please specify). | |

Provide relevant details:

[Other] Cash flow and liquidity issues.

ASSETS

(totals from the list of assets as stated and estimated by bankrupt/debtor)

1. Cash on hand	143,813.07
2. Deposits in financial institutions	0.00
3. Accounts receivable and other receivables	
Total amount	25,296.00
Estimated realizable value	25,296.00
4. Inventory	0.00
5. Trade fixtures, etc.	0.00
6. Livestock	0.00
7. Machinery and equipment	0.00
8. Real property or immovables	0.00
9. Furniture	0.00
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.)	0.00
11. Vehicles	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Other property	286,960.00
Total of lines 1 to 13	456,069.07

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	456,069.07
Deficiency	-1,269,928.11
Total value of assets located outside Canada included in lines 1 to 13	0.00

LIABILITIES

(totals from the list of liabilities as stated and estimated by bankrupt/debtor)

1. Secured creditors	0.00
2. Preferred creditors, securities, and priorities	19,453.00
3. Unsecured creditors	1,661,235.17
4. Contingent, trust claims or other liabilities estimated to be provable for	45,309.01
Total liabilities	1,725,997.18
Surplus	1,269,928.11

List of Assets

Arrange by Nature of asset and number consecutively

No.	Nature of asset ¹	Address/Location	Asset located outside Canada	Details	Percentage of bankrupt's/debtor's interest	Total value of the bankrupt's/debtor's interest	Estimated realizable value	Equity or Surplus	Placeholder (values on this line are for notification)
101	Cash on hand	n/a	<input type="checkbox"/>	Cash on hand	100.00	137,388.07	137,388.07	137,388.07	<input type="checkbox"/>
102	Cash on hand	n/a	<input type="checkbox"/>	Cash on hand	100.00	6,425.00	6,425.00	6,425.00	<input type="checkbox"/>
501	Other personal property	n/a	<input type="checkbox"/>	Other - GST Refund	100.00	13,000.00	13,000.00	13,000.00	<input type="checkbox"/>
502	Other personal property	n/a	<input type="checkbox"/>	Other - SRED Claim	100.00	250,000.00	250,000.00	250,000.00	<input type="checkbox"/>
503	Other personal property	n/a	<input type="checkbox"/>	Other - CAINN Refund	100.00	11,260.00	11,260.00	11,260.00	<input type="checkbox"/>
504	Other personal property	n/a	<input type="checkbox"/>	Other - Trade Fixtures	100.00	12,700.00	12,700.00	12,700.00	<input type="checkbox"/>
1301	Accounts receivable	., Vancouver, BC, .	<input type="checkbox"/>	Debts Due - Business - Various	100.00	25,296.00	25,296.00	25,296.00	<input type="checkbox"/>
Total						456,069.07	456,069.07		

¹ Choose one option for each item: Cash on hand; Deposits in financial institutions; Accounts receivable and other receivables; Inventory; Trade fixtures, etc.; Livestock; Machinery and equipment; Residential rental property; Commercial building; Industrial building; Land; Immovable industrial equipment; Other real property; Furniture; Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.); Vehicles; Securities (shares, bonds, debentures, etc.); Bills of exchange, promissory note, etc.; Tax refunds; Other personal property.



Charles Tremblay-Lavigne

11-Apr-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
1	Anoroc Holdings Ltd. Attn: Kerry Gallagher	Vancouver BC	Other	other		29,099.00	0.00	0.00	0.00	29,099.00			0.00	<input type="checkbox"/>
2	Audrey Topliss	Vancouver BC	Other	other		34,918.00	0.00	0.00	0.00	34,918.00		Owed wages	0.00	<input type="checkbox"/>
3	Bonsai Growth Solutions Inc.	408 - 55 Water Street, Unit 8933 Vancouver BC V6B 1A1	Other	loan		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
4	Business Development Bank of Canada - Vancouver Attn: Adriane Grabarevic	1500 - 1133 Melville St Vancouver BC V6E 4E5	Bank Loans except real property mortgage	bank		110,840.00	0.00	0.00	0.00	110,840.00			0.00	<input type="checkbox"/>
5	Business Development Bank of Canada - Vancouver Attn: Adriane Grabarevic	1500 - 1133 Melville St Vancouver BC V6E 4E5	Bank Loans except real property mortgage	bank		51,060.00	0.00	0.00	0.00	51,060.00			0.00	<input type="checkbox"/>
6	Charles Lavigne	989 Iota Place Langford BC V9C 3T1	Other	SHL		91,821.00	0.00	0.00	0.00	91,821.00			0.00	<input type="checkbox"/>
7	Christine Gossland	Vancouver BC	Other	employee		6,956.00	0.00	2,000.00	0.00	8,956.00		Owed wages	0.00	<input type="checkbox"/>
8	CRA - Tax - Pacific	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1	Other	taxes		0.00	0.00	0.00	45,309.01	45,309.01			0.00	<input type="checkbox"/>
9	Dentons Canada LLP Attn: Arik Broadbent	250 Howe Street, 20th Floor Vancouver BC V6C 3R8	Other	other		5,421.00	0.00	0.00	0.00	5,421.00			0.00	<input type="checkbox"/>



Charles Tremblay-Lavigne

11-Apr-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
10	Dilek Bicak	304-785 Caledonia Avenue Victoria BC V8T 0C3	Other			2,378.00	0.00	2,000.00	0.00	4,378.00		Owed wages	0.00	<input type="checkbox"/>
11	Dogu Taskiran	Victoria BC	Other			3,736.00	0.00	2,000.00	0.00	5,736.00		Owed wages	0.00	<input type="checkbox"/>
12	Erik Kiss	Vancouver BC	Other	other		138,285.00	0.00	0.00	0.00	138,285.00			0.00	<input type="checkbox"/>
13	Erik Kiss	Vancouver BC	Other	other		55,195.00	0.00	0.00	0.00	55,195.00			0.00	<input type="checkbox"/>
14	Export Development Canada Attn: Christine Barnett	150 Slater St Ottawa ON K1A 1K3	Other	govt loan		38,651.00	0.00	0.00	0.00	38,651.00			0.00	<input type="checkbox"/>
15	Fahad Al Moamar	Vancouver BC	Other	other		102,089.00	0.00	0.00	0.00	102,089.00			0.00	<input type="checkbox"/>
16	Greenstone Business Services Attn: James Hursthouse	Vancouver BC	Other	supplier		3,750.00	0.00	0.00	0.00	3,750.00			0.00	<input type="checkbox"/>
17	Helmsman Management	400 - 602 Broughton Street Victoria BC V8W 1C7	Other	other		56,001.00	0.00	0.00	0.00	56,001.00			0.00	<input type="checkbox"/>
18	Ken Dobbie	108-898 Venon Avenue Victoria BC V8X 2W6	Other			0.00	0.00	336.00	0.00	336.00		Owed wages	0.00	<input type="checkbox"/>
19	Kevin Oke	308 - 1124 5th Avenue NW Calgary AB T2N 0R6	Other			1,155.00	0.00	0.00	0.00	1,155.00			0.00	<input type="checkbox"/>
20	KPMG Attn: Bill King	St. Andrew's Square II 800 - 730 View Street Victoria BC V8W 3Y7	Other	other		11,235.00	0.00	0.00	0.00	11,235.00			0.00	<input type="checkbox"/>
21	Lheidli Tenneh	150 Brunswick Street Prince George BC V2L 2B3	Other			40,000.00	0.00	0.00	0.00	40,000.00			0.00	<input type="checkbox"/>

11-Apr-2025

Charles Tremblay-Lavigne

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
22	Mark Fincham	Vancouver BC	Other	other		45,830.00	0.00	0.00	0.00	45,830.00			0.00	<input type="checkbox"/>
23	Mavis Brace	3902 Gibson Crt Victoria BC V8N 6E2	Other			1,599.00	0.00	2,000.00	0.00	3,599.00		Owed wages	0.00	<input type="checkbox"/>
24	Michael Fuller	Vancouver BC	Other	employee		0.00	0.00	1,359.00	0.00	1,359.00		Owed wages	0.00	<input type="checkbox"/>
25	Michael Trivitt	Vancouver BC	Other	other		34,971.00	0.00	0.00	0.00	34,971.00			0.00	<input type="checkbox"/>
26	Ministry of Finance - PST - British Columbia	Station Provincial Government PO Box 9445 Victoria BC V8W 9V5	Sales taxes	PST \$2903.33 taxes		6,873.17	0.00	0.00	0.00	6,873.17			0.00	<input type="checkbox"/>
27	Mitacs Attn: Santino	Vancouver BC	Other	other		6,300.00	0.00	0.00	0.00	6,300.00			0.00	<input type="checkbox"/>
28	MNP Digital Attn: Luke Biles	100 - 655 Tyee Road Victoria BC V9A 6X5	Other	other		16,538.00	0.00	0.00	0.00	16,538.00			0.00	<input type="checkbox"/>
29	MNP LLP Attn: Terry Trotic	2200 - 1021 West Hastings Street Vancouver BC V6E 0C3	Other	other		96,250.00	0.00	0.00	0.00	96,250.00			0.00	<input type="checkbox"/>
30	MR Douglas Attn: Doug Bach	Vancouver BC	Other	other		23,051.00	0.00	0.00	0.00	23,051.00			0.00	<input type="checkbox"/>
31	Nicola Wealth Real Estate Attn: Dan Quon	700 - 880 Douglas Street Victoria BC V8W 2B7	Other	landlord		91,633.00	0.00	0.00	0.00	91,633.00			0.00	<input type="checkbox"/>
32	NKPG Services Ltd. Attn: Derrold Norgaard	204 - 4400 Chatterton Way Victoria BC V8X 5J2	Other	supplier		4,850.00	0.00	0.00	0.00	4,850.00			0.00	<input type="checkbox"/>
33	NRC - IRAP	Vancouver BC	Other			250.00	0.00	0.00	0.00	250.00			0.00	<input type="checkbox"/>



Charles Tremblay-Lavigne

11-Apr-2025

Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability ²	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority ³	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
34	Pacifican Attn: annie.choi @pacifican.gc.ca	1300 - 300 West Georgia St. Vancouver BC V6B 6B4	Other	other		314,855.00	0.00	0.00	0.00	314,855.00			0.00	<input type="checkbox"/>
35	Paul Richard	Vancouver BC	Other	employee		12,381.00	0.00	2,000.00	0.00	14,381.00		Owed wages	0.00	<input type="checkbox"/>
36	RBC Royal Bank c/o Bankruptcy Highway.com Attn: Razel Bowen	PO Box 57100 Etobicoke ON M8Y 3Y2	Bank Loans except real property mortgage	bank		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
37	Sandeep Mamdikar	207 - 1975 Lee Avenue Victoria BC V8R 4W9	Other			6,494.00	0.00	2,000.00	0.00	8,494.00		Owed wages	0.00	<input type="checkbox"/>
38	Sharon Skolrood	Vancouver BC	Other	other		22,485.00	0.00	0.00	0.00	22,485.00			0.00	<input type="checkbox"/>
39	Tabitha Lee	Vancouver BC	Other	employee		24.00	0.00	2,000.00	0.00	2,024.00		Owed wages	0.00	<input type="checkbox"/>
40	Tim Webb	Vancouver BC	Other	employee		16,845.00	0.00	2,000.00	0.00	18,845.00		Owed wages	0.00	<input type="checkbox"/>
41	Tony Woolven	Vancouver BC	Other	employee		0.00	0.00	1,758.00	0.00	1,758.00		Owed wages	0.00	<input type="checkbox"/>
42	Unity Technologies SF Attn: Dhanalakshmi Pandiyan	30 Third Street San Francisco CA 94103 USA	Other	supplier		45,464.00	0.00	0.00	0.00	45,464.00			0.00	<input type="checkbox"/>
43	Warren Brown	Vancouver BC	Other	other		131,700.00	0.00	0.00	0.00	131,700.00			0.00	<input type="checkbox"/>
44	WorkSafeBC - Collections Department	PO Box 5350 Stn. Terminal Vancouver BC V6B 5L5	Other	other		250.00	0.00	0.00	0.00	250.00			0.00	<input type="checkbox"/>
Total						1,661,235.17	0.00	19,453.00	45,309.01	1,725,997.18				

² Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debt; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

³ Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.



Charles Tremblay-Lavigne

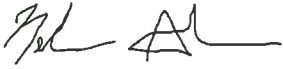
11-Apr-2025

Date

I, Charles Tremblay-Lavigne, of the City of Victoria 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 11th day of April 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

"I acknowledge the solemnity of making a sworn statement/solemn declaration and acknowledge the consequences of making an untrue statement." and

"I was not physically present before the person before whom this affidavit was sworn or affirmed but was in that person's presence using video conferencing."



Nelson Allan, Commissioner for Taking Affidavits
For the Province of British Columbia
Expires March 31, 2028



Charles Tremblay-Lavigne

District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

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
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: _____
Facsimile: _____
Email: _____
Contact person name or position: _____
Telephone number for contact person: _____

In the matter of the proposal of LlamaZoo Interactive Inc. of the City of Victoria in the Province of British Columbia and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of _____ (city and province), do hereby certify:

1. That I am a creditor of the above named debtor (or that I am _____ (state position or title) of _____, (name of creditor or representative of the creditor) and that I am authorized to represent and (if the creditor is a corporation) that I have authority to bind the creditor of the above-named debtor).

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 December 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. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of proposal.

(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the _____ day of _____, and that the last payment, if any, on this debt by the debtor to the creditor was made on the _____ day of _____, and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the _____ day of _____, as follows:

(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (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 do not claim a right to a priority.

☐ Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6E below.)

District of British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

FORM 31 --- Continued
In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

- ☐ Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d.01) of the Act.
- ☐ Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d.02) of the Act.
- ☐ Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(d.1) of the Act.
- ☐ Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(e) of the Act.
- ☐ Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(f) of the Act.
- ☐ Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(g) of the Act.
- ☐ Regarding the amount of \$ _____, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

☐ **B. Claim of Lessor for disclaimer of a lease of \$ _____**

That I make a claim under subsection 65.2(4) of the Act, the 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, the 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.)

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 the proof of security, by the secured creditor.

☐ **D. Claim by Farmer, Fisherman or Aquaculturist of \$ _____**

That I 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 make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,

☐ That I make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,

☐ **F. Claim by Pension Plan for unpaid amount of \$ _____**

☐ That I make a claim under subsection 81.5 of the Act in the amount of \$ _____,

☐ That I make a claim under subsection 81.6 of the Act in the amount of \$ _____,

☐ **G. Claim against Director of \$ _____**

(To be completed when a proposal provides for the compromise of claims against directors)
That I make a claim under subsection 50(13) of the Act, the 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 of \$ _____**

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

District of British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

FORM 31 --- Concluded
In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

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

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 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)

9. (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.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at _____, this _____ day of _____

Signature of creditor or representative

District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

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

In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

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:

Crowe MacKay & Company Ltd. - Licensed Insolvency Trustee

1400-1185 West Georgia Street
Vancouver BC V6E 4E6
Fax: (604) 687-5617
E-mail: trustee@crowemackay.ca

Guidance for Completing Form 31, Proof of Claim

Form 31, Proof of Claim

Form 31 is used to file a proof of claim under the Bankruptcy and Insolvency Act (the Act).

If you need more information in completing this Form, contact the Licensed Insolvency Trustee (LIT) responsible for the administration of the estate.

The form should be completed by:

- Creditors or their authorized representatives in response to a proposal or bankruptcy.

Creditor Contact Information

The creditor's preferred contact details for correspondence about the claim.

- This can be a mailing address, fax number or email address.
- More than one type of contact can be provided. The LIT will then have the discretion to send correspondence by one of these options.

The creditor's mailing address **must** be given to allow the LIT to distribute any estate funds.

Name a contact person to receive correspondence about the claim.

- This can be the creditor or the name or position of a creditor representative.
- A telephone number for the contact person can be given for communication with the LIT.

Additional Details

Enter the following:

- Select if the claim relates to a bankruptcy, a proposal or a receivership.
- The full legal name of the debtor, or the full legal or trade name of the debtor corporation.
- The city and province of the debtor.
- The full legal name of the creditor.

The type of proceeding and the name and city of the debtor may be pre-filled by the LIT.

Creditor Information

Enter the following:

- The full name of the creditor or creditor representative.
- The city and province of the creditor or creditor representative.

Creditor Statement

The creditor or creditor representative confirms that all information related to the creditor's claim is true and completed to the best of their knowledge.

Paragraphs 1 and 2:

- If you are an employee the creditor or a creditor representative, supply your position or job title, and the full legal name of your employer.
- If the creditor is a corporation, the person completing the form must confirm that they have the authority to bind the creditor.

Paragraph 3

Claim details:

- Select if the claim relates to a bankruptcy, a receivership, a proposal or a proposal made following a notice of intention.
- The filing date of the proceeding (day, month, and year).
 - This date may be pre-filled by the LIT.
- The full amount, in Canadian dollars, the debtor owes the creditor on the date of the proceedings, minus any counterclaims to which the debtor is entitled.
 - If the amount owing was payable in a currency other than Canadian dollars, it should be converted to Canadian dollars at the rate provided in the proposal.
 - If there is no specified rate, use the exchange rate on the filing date provided above.
- Attach supporting documents to provide all relevant details to prove the claim. This allows the LIT to examine the claim and decide whether to allow it.

Paragraph 4

Confirmation of debt status:

- Select whether all, part or none of the debt is statute-barred.
 - A debt is statute-barred when legislation extinguishes the debt or bars a creditor from taking legal action to recover on it due to the passage of time, known as the limitation period.
 - The specific conditions and the time for a debt to become statute-barred vary depending on the circumstances and relevant legislation. For most unsecured liabilities, the general limitation period is between two and six years.
 - A statute-barred debt is not a provable claim under the Act. If you have a claim, it is advisable to seek legal advice to confirm the relevant legislation and limitation period that apply to your claim.

Paragraph 5

Claim Details:

- Provide the date (day, month, and year) when payment was owed and the date (day, month, and year) of the last payment made by the debtor for the debt, if any.
- Provide the date of the debtor's most recent acknowledgment of the debt, if any.
- Include all relevant details about the debt or obligation, e.g., the nature and history of the claim, how and when the debt or obligation was contracted, etc.

Paragraph 6

Type of Claim (according to the Act)

Check each applicable category for the claim or claims and include the required information and supporting documentation for each claim.

A. Unsecured Claim:

- For a claim against a securities firm, omit any amount claimed against the customer pool fund.

Priority claims:

If not claiming a right to a priority, check the first box and enter the amount for which there is no priority being claimed.

If claiming a right to a priority under any of paragraphs 136(1)(d), (d.01), (d.02), (d.1), (e), (f), (g) or (i) of the Act, check the corresponding box and enter the amount for which a priority is claimed.

- **Employee claims:** For unpaid wages, salaries, commissions or compensation of up to \$2000, for work done during the six months preceding the bankruptcy or receivership, check the paragraph 136(1)(d) box. The details of the claim must also be provided in section E.
- **Secured creditor claims:** For the amount not received from the realization of the security because of the legislated security for unpaid wages or pension plans for the benefit of the debtor's employees, check the paragraph 136(1)(d.01) or 136(1)(d.02) box.
- **Former partner or child support claims:** For unpaid alimony, alimentary pension, support or maintenance of a former partner or child for a lump sum or periodic payment for amounts due in the year before the bankruptcy or proposal, check the paragraph 136(1)(d.01) box.
- **Municipal tax claims:** For unpaid property taxes owed for the last two years before the bankruptcy or proposal and for which the municipality has not registered on title, check the paragraph 136(1)(e) box.
- **Lessor claims:** For unpaid rent for the three months before the bankruptcy or proposal or accelerated rent for the three months after the bankruptcy or proposal, check the paragraph 136(1)(f) box.
- **Creditor cost claims:** For legal fees and costs paid by a creditor for any process against the property of the debtor filed before the bankruptcy or proposal, check the paragraph 136(1)(g) box.
- **Insurer claims:** For claims of insurers who paid money for injuries to the debtor's employees not covered by the provisions of any workers' compensation legislation, check the paragraph 136(1)(i) box.

The total amount of all the amounts in priority must correspond to the total amount for unsecured claims reported at A.

B. Lessor's claim for a disclaimer of a lease:

- This is only available if the debtor used a proposal to end a commercial lease.
- Provide details of the claim, including calculations on which the claim is based.

C. Secured claim:

- Provide the amount of the secured debt and complete details of the security, including the date the security was given and the value at which it is assessed at the date of completing the form.
- Include copies of security and registration documents.

D. Claims by Farmers, Fishers or Aquaculturists:

- The amount entered on both lines should be the same.
- This claim only applies to inventory supplied by farmers, fishers or aquaculturists within 15 days of the bankruptcy date or receiver's appointment (see the filing date at Paragraph 3).
- Include sales agreements and delivery receipts.

E. Claims by Wage Earner:

- If the claim relates to the bankruptcy of the employer, check the subsection 81.3(8) box.
 - Enter the amount claimed for unpaid wages for work done within six months before the bankruptcy.
- If the claim relates to the appointment of a receiver to the property of the employer, check the subsection 81.4(8) box.
 - Enter the amount claimed for unpaid wages for work done within six months before the receiver's appointment.
 - A priority claim can often be filed at A for these unpaid wages under paragraph 136(1)(d).

F. Claims by Pension Plans:

- This claim should be filed by the pension plan administrator, not by the employee or former employee of the debtor.
- If the claim relates to the employer's bankruptcy, check the section 81.5 box.
 - Enter the amount claimed for unpaid amounts from the pension plan.
- If the claim relates to the appointment of a receiver to the property of the employer, check the section 81.6 box.
 - Enter the amount claimed for unpaid amounts from the pension plan.

G. Claims against Directors:

- This only applies to corporations that have filed a proposal that includes a compromise or protection from claims against the directors of the corporation made under subsection 50(13).
- A director of a corporation other than an income trust means a person who holds the position of a director regardless of their title, and in the case of an income trust, a person holding the position of trustee by any name.
- Fully explain the claim and include detailed calculations upon which the claim is based.

H. Claims by a customer of a bankrupt securities firm:

- A securities firm refers to a business that buys and sells securities, such as shares, mutual funds shares, notes, bonds, debentures, commodity futures, or derivatives, on behalf of its customers.
- The amount claimed must be for the net equity of the customer:
 - This is the value of the securities in the customer's account, had it been liquidated at the close of business on the date of bankruptcy, less any amount owed by the customer to the securities firm on the same date.
- Include detailed calculations upon which the claim is based.

Paragraph 7

Relationship to the Debtor

- Indicate whether the creditor is related to the debtor:
 - Individuals are related if they are connected by blood, marriage, common-law partnership, or adoption.
 - Corporations are typically related to individuals who control them, as well as other corporations controlled by the same persons or are part of the same group of corporations.
- Indicate whether the creditor has dealt with the debtor in a non-arm's length manner:
 - Non-arm's length refers to a relationship or transaction between parties who are related to each other.
 - Creditors related to the debtor are generally considered not to deal with each other at arm's length.

Paragraph 8

Payment and Credits

List all payments received from the debtor and credit extended to the debtor during the designated period.

- Designated period:
 - For related persons or persons who are not at arm's length, the designated period is twelve months before the date of filing in Paragraph 3.
 - Otherwise, the designated period is three months before the date of filing in Paragraph 3.
- Provide information on any transfers at undervalue by the debtor that the creditor was a party to, or is aware of, for the designated period.
 - Transfers at undervalue include all transactions, either for goods or services, for which the debtor received conspicuously less than reasonable value.
- Include all details of payments, credits or any transfers at undervalue.

Paragraph 9

Request for Information

If the proof of claim relates to an individual bankrupt, you can request to receive specific information by checking the applicable box.

Check the first box to be informed whenever the LIT reviews the bankrupt's financial situation, redetermines if they must make surplus income payments to the estate, and the new amount of these payments.

Check the second box to receive a copy of the LIT's report on the discharge of the bankrupt which includes information such as the reasons for bankruptcy, the bankrupt's conduct, performance of their required duties, and other relevant facts.

- The LIT will send a copy of the report to the creditor using the contact information provided in the **Creditor Contact Information** section.

Paragraph 10

Signature

The person completing the form must sign it and include the location and specific date (day, month, and year) they signed it.

- Signing this form binds the creditor and attests that the information is full, true and complete to the best of their knowledge.
- It is a serious offence for a creditor to include any false information or to make any false claims with the intent to defraud. The offence can result in a fine of up to \$5,000, imprisonment for up to one year, or both.

District of: British Columbia
Division No. 02 - Victoria
Court No. B-240583
Estate No. 11-3165762

FORM37

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

In the Matter of the Proposal of
LlamaZoo Interactive Inc.
of the City of Victoria, in the Province of British Columbia
Crowe MacKay & Company Ltd., Trustee

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
LlamaZoo Interactive Inc., to record my vote _____ (for or against) the acceptance of the proposal
as made on the 11th day of April 2025.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
Crowe MacKay & Company Ltd. - Licensed Insolvency Trustee
Per:

Derek Lai - Licensed Insolvency Trustee
1400-1185 West Georgia Street
Vancouver BC V6E 4E6
Fax: (604) 687-5617
E-mail: trustee@crowemackay.ca