

November 9, 2015

TO THE CREDITORS OF 663230 NB INC.

Sir/Madam,

Subject: Amended Proposal for 663230 NB Inc. (“663230” or the “Company”)

We enclose the following documents for your review and completion:

1. Amended Proposal of 663230 filed with the Official Receiver on November 5th, 2015;
2. 662230 Statement of Affairs dated September 25, 2015;
3. Proof of Claim Form; and
4. Proxy and Voting Letter.

The initial meeting of creditors to vote on the proposal was scheduled for October 16, 2015 at 10am at the location of the Company, 100 Rue Rice, Edmundston, New Brunswick. The initial meeting of creditors was adjourned to allow creditors more time to investigate the affairs of the debtor. The adjourned meeting was recommenced on November 5, 2015. At this meeting, the Company filed an amended proposal. The meeting of creditors to vote on the amended proposal is scheduled for November 20, 2015 at 10am at the Company's location in Edmundston, New Brunswick.

Creditors are advised to complete the following:

- Creditors who have yet to file a Proof of Claim Form as to complete this form, as well as the Proxy and Voting Letter with respect to the amended proposal; and
- Creditors who have already filed a Proof of Claim Form do not need to resubmit this form, but must resubmit the Proxy and Voting Letter with respect to the amended proposal.

If you have any questions with respect to the above or enclosed please contact the undersigned at your earliest convenience.

Sincerely,

DELOITTE RESTRUCTURING INC.

Acting in its capacity as Trustee under the Proposal of
663230 NB Inc.
and not in its personal capacity

Per:



Jean Goguen, CPA, CMA, CIRP
Enclosure (Creditor Package)

Estate No: 51-2000260
Court No: 21256
Division No: 02-Fredericton

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF:
663230 NB INC.

OF THE CITY OF EDMUNDSTON
IN THE PROVINCE OF NEW BRUNSWICK

AMENDED PROPOSAL

663230 NB Inc. ("663230" or the "Company"), an insolvent corporation, hereby submits the following Proposal pursuant to Section 50 of the *Bankruptcy and Insolvency Act* (Canada).

PART I

INTERPRETATION

Definitions

1. In this Amended Proposal, the following items have the meanings herein set out:
 - a. "Amended Proposal" means the amended proposal submitted in place of the initial proposal, pursuant to Section 50 of the *Bankruptcy and Insolvency Act*, originally submitted on September 25, 2015.
 - b. "Assomption" means Place de l'Assomption Limitée / Assomption Place Limited, a financial services company;
 - c. "BDC" means Business Development Bank of Canada, a financial institution;
 - d. "BIA" means the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c.B-3, as amended;
 - e. "Caisse" means Caisse Populaires Trois Rives Ltee, a financial institution;
 - f. "Claim" means any indebtedness, liability, action, cause of action, suit, debt due, account, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever of 663230 other than a secured creditor to any person, whether liquidated, unliquidated, fixed, contingent, matured, legal, equitable, present, future, known or unknown and whether by guarantee, surety or otherwise, incurred or arising or relating to the period prior to the NOI Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the NOI Date, together with any other claims provable in bankruptcy had 663230 become bankrupt on the NOI Date, including without limitation, repudiation, disclaimer or termination of any lease, license, contract, arrangement or contract of employment prior to the NOI Date, providing that all claims shall be allowed without allowance for interest after the NOI Date (except as otherwise provided for in this Proposal) and without allowance for penalties and net of any normal discounts. All claims must be converted to Canadian Dollars as of May 29, 2015;
 - g. "Collateral Agreement" means a settlement agreement entered into between Assomption, 663230 and the principal shareholders and personal guarantors of 663230 (the "Guarantors")

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aimed at settling any and all disputes between Assumption, 663230 and the Guarantors, including without limitation the discontinuance of the action filed in the Court of Queen's Bench of New Brunswick, under Court File Number E/C/1/2015.

- h. "Convenience Class" means the first \$600 of any Unsecured Creditors Proven Claim;
- i. "Court" means the Court of Queen's Bench of New Brunswick, in Bankruptcy;
- j. "Court Approval Order" means the final order of the Court approving this Amended Proposal in accordance with Section 60 of the BIA;
- k. "Creditors" means the Secured, Preferred and Unsecured Creditors of 663230, and for greater certainty does not include Subsequent Creditors in respect of only the amounts described in Paragraph 12 hereof;
- l. "Deferred Creditor" means an Unsecured Creditor with a Proven Claim that is related to 663230 as per the definition of a 'related person' in accordance with Section 4 of the BIA;
- m. "Estate" means the estate of 663230 under this Amended Proposal pursuant to the BIA;
- n. "Effective Date" means the date seven days after the Court Approval Order and the expiration of all appeals;
- o. "Event of Default" means when any of the following occur:
 - i. Failure to pay a Creditor the amounts to be repaid in accordance with the terms hereof; and
 - ii. Statutory defaults under the BIA;
- p. "Filing Date" means November 5, 2015 the date on which 663230 filed this Amended Proposal with the Official Receiver in Halifax, Nova Scotia;
- q. "Fund" means monies provided by 663230 to the Proposal Trustee in order to satisfy the Proven Claims of the Creditors pursuant to the terms of this Amended Proposal that is not to exceed \$210,000;
- r. "Inspector" means any persons appointed or elected as Inspectors of 663230 pursuant to Paragraph 20 of this Amended Proposal;
- s. "Lien" means any mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law;
- t. "Maturity Date" means the date on which all payments to Creditors have been made, provided that no Event of Default has occurred under this Amended Proposal that has not been cured or waived;
- u. "NOI Date" means May 29, 2015, the date which 663230 filed its Notice of Intention to File a Proposal with the Official Receiver;
- v. "Preferred Creditors" means those persons with Claims against 663230 provable pursuant to the BIA as of the NOI Date whose Claims are entitled to be paid in priority to the claims of Unsecured Creditors as provided in Section 136 of the BIA;

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- w. "Priority Creditors" means a Creditor with a Proven Claim that ranks in priority to the Proven Claims of Secured Creditors pursuant to the BIA or other legislation;
- x. "Proposal Period" means the period between the Filing Date and the Maturity Date;
- y. "Proposal Trustee" and "Deloitte" means Deloitte Restructuring Inc, a licensed trustee of New Brunswick, the Proposal Trustee acting in the Proposal of 663230;
- z. "Proven Claim" means a provable claim pursuant to the BIA against 663230 as of the NOI Date of a Creditor in respect of its Claim which has been proven in accordance with the provisions of the BIA;
- aa. "Secured Creditors" means a party holding a claim that is secured:
 - i. By operation of law; or
 - ii. By a Lien that is duly registered or otherwise perfected in accordance with applicable law;
- bb. "Shared Services Agreements" means the HVAC System Agreement and the Reimbursement of Electricity Cost Agreement entered into with Assomption on dated August 31, 2012;
- cc. "Subsequent Creditor" means a person who provided goods and services on credit to 663230 subsequent to the NOI Date to and including the Effective Date, and employees of 663230 employed subsequent to the NOI Date to and including the Effective Date;
- dd. "Unsecured Creditors" means those persons with ordinary unsecured Claims (including contingent claims) provable pursuant to the BIA against 663230 as at the NOI Date which are not preferred pursuant to Section 136 of the BIA.

Headings

- 2. The division of this Amended Proposal into parts, paragraphs and sub-paragraphs, and the insertion of headings herein, is for the convenience of reference only and is not to affect the construction or interpretation of this Proposal. Unless otherwise provided in this Amended Proposal, references herein to parts, paragraphs and sub-paragraphs are references to parts, paragraphs and sub-paragraphs of this Proposal.

Number, etc.

- 3. In this Amended Proposal, where the context requires a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine, feminine and neutral genders.

Successor and Assigns

- 4. This Amended Proposal will be binding upon and will ensure to the benefit of the heirs, administrators, executors, personal representatives, successors and assigns of all persons named or referred to herein including, without limitation, all Creditors.

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**PART II
PURPOSE AND EFFECT OF THE AMENDED PROPOSAL**

Purpose of Proposal

5. The purpose of this Amended Proposal is to effect a restructuring of the business and affairs of 663230 in the expectation that the Creditors as a whole will derive a greater return than would result from a forced liquidation of its assets.

Effect of Proposal

6. This Amended Proposal restructures the affairs of 663230 and amends the terms of any and all agreements between 663230 and the Creditors existing as at the Effective Date to the extent affected by the Amended Proposal, and provides the essential terms on which all Claims will be fully and finally resolved and settled. During the Proposal Period, the provisions of Section 69.1 of the BIA shall be in effect. Without limiting the generality of the foregoing, during the Proposal Period all Creditors will be stayed from commencing or continuing any proceeding or remedy against 663230 or any of its property or assets in respect of a Claim, including, without limitation, any proceeding or remedy to recover payment of any monies owing to Creditors, to recover or enforce any judgment against 663230 in respect of a Claim or commence any formal proceedings against it in respect of a Claim other than as provided under the Proposal.

Persons Affected

7. This Amended Proposal will, as of the Effective Date, be binding on 663230 and all Creditors in the manner provided for in this Proposal and the BIA.

**PART III
RESTRUCTURING OF 663230**

8. 663230 will fund the Amended Proposal, through cash flow generated from its operations, as follows:
 - i. 663230 will generate the necessary funds for payment in full of Priority Creditor Claims outstanding against 663230 as at the Effective Date in accordance with Part VI of this Amended Proposal;
 - ii. 663230 will generate the necessary funds to meet the terms of the Proposal for the Secured Creditors' claims against 663230 in accordance with Part VII of this Amended Proposal; and
 - iii. 663230 will provide the Proposal Trustee with the required funds to establish the Fund for full and final settlement of all Unsecured Creditors' claims against 663230 as at the NOI Date, in accordance with Part VIII of this Amended Proposal.
9. The levy payable to the Superintendent of Bankruptcy by virtue of the provisions of subsection 147(1) of the BIA shall be payable on all distributions made by the Proposal Trustee.

**PART IV
CLASS OF CREDITORS AND VOTING**

10. For the purposes of voting on this Proposal, there shall be two classes of Secured Creditors to which this Proposal is made, being:

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- a. Class One which shall include BDC and Caisse ("Class One Creditors"); and.
 - b. Class Two which shall include Assomption (referred to as either the "Class Two Creditor" or "Assomption").
11. For the purposes of voting on this Proposal, there shall be one class of Unsecured Creditors, which shall consist of all of the Preferred Creditors, Unsecured Creditors and Deferred Creditors ("Class Three Creditors").

**PART V
SUBSEQUENT CREDITORS**

12. Amounts owed by 663230 to Subsequent Creditors for goods, services and employment actually provided to 663230, subsequent to the NOI Date, to and including the Effective Date, but not for damages, severance or termination or other claims arising, will be paid by 663230 in the normal course of operations.

**PART VI
PRIORITY CREDITORS**

13. All Priority Creditor Claims as at the Effective Date will receive a cash payment to be made on the Effective Date for full and final settlement of such Claims.

**PART VII
SECURED CREDITORS**

14. In consideration of having the outstanding secured advances maintained at 100% and therefore no portion of such secured indebtedness shall become compromised by the Amended Proposal, the Class One Creditors agree to enter into a forbearance agreement whereby the advances will be dealt with as per the terms of the existing loan agreements beginning in September 2016 (the "Principal Holiday End Date").
15. In consideration of the Collateral Agreement entered into between amongst Assomption, 663230 and its Guarantors, as the Class Two Creditor, Assomption agrees to:
- i. Consider and treat \$500,000.00 of the total indebtedness of 663230 as being "unsecured" on the basis of the valuation of the collateral which is insufficient to satisfy such this aforesaid amount of debt should a forced liquidation occur. In relation to such \$500,000.00 unsecured claim, Assomption shall be treated as an unsecured creditor pursuant to the terms of the within Proposal.
 - ii. Consider and treat any and all amount in excess of the \$500,000.00 "unsecured" debt as aforesaid as being secured albeit such excess amount of debt, Assomption agrees to compromise and consider satisfied at 100% of such balance of its outstanding secured advances as at the Effective Date given the terms and conditions contained in the Collateral Agreement aforesaid;
 - iii. 663230 shall obtain its own HVAC system, electrical supply and meter, and discontinue service under the Shared Services Agreements, no later than twelve (12) months following the Effective Date ("Shared Services End Date"). Following the Shared Services End Date, Assomption will not be obligated to honour the terms of the existing Shared Services Agreements, unless by further Order or direction of the Court or following a written amending agreement amongst 663230 and the Class Two Creditor to be communicated with the Proposal Trustee prior to the twelve (12) month expiration term;

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- iv. 663230 and Assomption shall continue to honour the terms of the Shared Services Agreements between the Effective Date and the Shared Services End Date. 663230 will agree to pre-pay on a monthly basis, on the first day of each month, the associated costs for the preceding month pursuant to the Shared Services Agreements. It is also understood that Assomption and 663230 shall comply with the Shared Services Agreements, including their duty, pursuant to the Collateral Agreement, to collaborate to ensure the efficient transfer and conversion of the HVAC and electrical connection/supply services to the new supplier of such services and/or to the new system acquired by 663230;
- v. Subject to the terms of the Collateral Agreement, it is understood that agreement and acceptance of the Proposal by the Assomption shall serve to resolve all outstanding, past and present claims relating to the relationship between Assomption and 663230 and the latter parties' respective shareholders, directors, officers, employees and agents.

PART VIII UNSECURED CLAIMS

Preferred Claims and Mandatory Payments

16. Proven Claims of Preferred Creditors as of the NOI Date shall be paid in full, without interest, in priority to the claims of Unsecured Creditors, as follows:
 - i. Proven Claims of current and former employees equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if 663230 became bankrupt on the NOI Date, shall be paid on the Effective Date, without interest. For greater certainty, amounts due or which may become due pursuant to this paragraph do not include claims for severance or termination;
 - ii. Proven Claims as of the NOI Date of Her Majesty in right of Canada or a province of a kind that could be subject to a demand under Section 224(1.2) of the *Income Tax Act* (Canada) or under any substantially similar provision of provincial legislation, shall be paid by 663230 on the Effective Date; and
 - iii. Proven Claims as of the NOI Date of the other Preferred Creditors shall be paid in full (without interest subsequent to the date of the filing of the NOI) in priority to all claims of Unsecured Creditors on the Effective Date in the manner as may be arranged with the Preferred Creditors but prior to any payments to the Unsecured Creditors.

Trustee Fees and Expenses

17. For the purposes of this Proposal, all proper fees of the Proposal Trustee, and the reasonable expenses and legal costs of the Proposal Trustee, on and incidental to the proceedings arising out of this Proposal (including the preparation of this Proposal) shall be paid in priority to all claims of the Secured Creditors, Preferred Creditors, Unsecured Creditors and Subsequent Creditors. Such fees shall be based on the time expended and charged by the Proposal Trustee and its legal counsel at their normal billing rates as set from time to time.

Unsecured Creditors

18. Proven Claims of Unsecured Creditors as of the NOI Date shall be paid as follows over a two year period:
 - vi. The Convenience class portion of the claim will be paid in full, without interest, in November 2015;

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- vii. The remaining portion of Proven Claims will be paid pro-rata, without interest, from the Fund;
 - viii. Subject to the filed proven claims and the total aggregate amount stemming therefrom, 663230 shall pay to the Proposal Trustee a Fund equating 10% of the total aggregate amount of such proven claim, to be remitted in equal instalments on the following dates:
 - a. November 30, 2015
 - b. August 31, 2016
 - c. November 30, 2016
 - d. August 31, 2017
19. The Unsecured Creditors shall accept the distribution from the Fund in full and complete settlement of their Claims against 663230 as at the NOI Date.
20. Deferred Creditors shall not receive any distribution in this Proposal.

PART IX INSPECTORS

Appointment of Inspectors

21. At the statutory meeting of Creditors to consider this Proposal, such Creditors may appoint up to five Inspectors and such Inspectors shall have the powers as set out in the BIA and for greater certainty these powers include, but are not limited to the following:
- i. To extend the dates of payments provided under this Proposal;
 - ii. To advise the Proposal Trustee from time to time on any matter the Proposal Trustee may refer to the them;
 - iii. To advise the Proposal Trustee regarding the admission or disallowance of Creditors proofs of claim where the Proposal Trustee requests such assistance;
 - iv. To approve on behalf of the Creditors any decision of the Proposal Trustee relating to any matter not contained in this Proposal which the Proposal Trustee may refer to them from time to time, including any extension of time of payment required under this Proposal; and
 - v. To waive any default in the performance of this Proposal. The Proposal Trustee shall notify the Inspectors of any default of which the Proposal Trustee becomes aware and the Proposal Trustee shall hold a meeting of Inspectors following such notice for the purpose of obtaining the instructions of the Inspectors with respect to such a default and the steps to be taken.

Decisions of Inspectors

22. Any decision, direction or act of the Inspectors may be referred to the Court by the Proposal Trustee and the Court may confirm, revoke or vary the decision, direction or act of the Inspectors and make such other order as it deems just.

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PART X CONDITIONS PRECEDENT

23. As provided for in the BIA, the arrangements set out in this Proposal will not take effect unless the conditions set forth below are satisfied or waived by 663230 on or before the Effective Date:
- i. The Court Approval Order shall have been granted;
 - ii. No order or decree restraining or enjoining the consummation of the transactions contemplated by this Proposal will have been issued; and
 - iii. All agreements or instruments necessary to effect the intention and purpose of this Proposal shall have been received by 663230 and the Proposal Trustee in a form satisfactory to them.
24. The Company submitted a proposal pursuant to Section 50 of the *Bankruptcy and Insolvency Act* (Canada) on September 25, 2015. The arrangements set out in this Proposal will not take effect unless the proposal filed by 663230 is accepted by its creditors and the Court after the expiration of all appeal periods.

PART XI GENERAL

Consents, Waivers and Agreements

25. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by 663230 in any provision, express or implied, in any agreement existing between the Creditors and 663230 that has occurred on or prior to the Effective Date, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of the Proposal, the provisions of this Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

26. 663230 and the Creditors will execute and deliver all such documents and instruments and do all such 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 completed hereby.

Performance

27. All obligations of 663230 under this Proposal will commence as of the Effective Date. All terms of this Proposal will take effect as of the Effective Date. All obligations of 663230 under this Proposal will be fully performed for the purposes of Section 65.3 of the BIA upon the Proposal Trustee having made all payments to the Creditors provided herein.

Binding Effect

28. The provisions of this Proposal will be binding on the Creditors and 663230, and their respective heirs, executors, administrators, successors and assigns as of the Effective Date.

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Compromise Effective for all Purposes

29. The payment, compromise or other satisfaction of any Claim under this Proposal shall be binding upon the Creditor holding the Claim, its heirs, executors, administrators, successors and assigns, for all purposes.

Her Majesty the Queen

30. 663230 acknowledges and agrees that Her Majesty the Queen, during the term of the Proposal, may exercise any rights of set-off to which it is entitled by law and may apply, if any:
- i. Income tax refunds pertaining to the year of the Proposal or prior years to the Company's income tax arrears;
 - ii. HST refunds or rebates to all periods for which the HST liability is due; and
 - iii. Any other tax or customs refund to which the Company may be entitled.
31. 663230 covenants and agrees that during the course of the Proposal it will:
- i. Remit current year installment payments of corporate tax and file income tax returns as required by the *Income Tax Act*;
 - ii. Remit current HST payments and file HST returns as required by the *Excise Tax Act*; and
 - iii. Remit current year payroll deductions (employment insurance premiums, Canada Pension Plan contributions and income tax deductions) as required by law.
32. 663230 covenants and agrees that all debts due to Her Majesty the Queen proved in this Proposal shall be compromised in accordance with the terms of this Proposal only in the event this Proposal is fully performed pursuant to its terms and the BIA. In the event the Company fails to comply with any of the terms of this Proposal and the Proposal is annulled pursuant to the provisions of the BIA, 663230 agrees that Her Majesty the Queen will be entitled to recover the full amount of all debts due to Her Majesty the Queen proved in the Proposal, net of any payments or dividends received.

Other

33. 663230 represents and warrants that it has disclosed all relevant information in respect of this Proposal.
34. Any payments made by the Proposal Trustee to Creditors hereunder shall be made by the Proposal Trustee net of any levies payable or due under the BIA.
35. Upon making final payments to Creditors in accordance with this Proposal and providing a certificate to 663230 and the Official Receiver pursuant to Section 65.3 of the BIA, this Proposal shall be satisfied and all conditions and requirements fulfilled and met and the Proposal Trustee shall be entitled to be discharged.

**PART XII
THE PROPOSAL TRUSTEE**

36. Deloitte shall be the Proposal Trustee and the following provisions shall apply to the Proposal Trustee:


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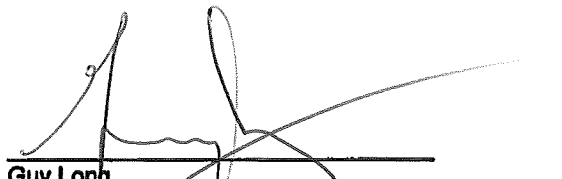
- i. Deloitte, in acting as Proposal Trustee, is acting as Proposal Trustee and not in its personal capacity and shall not be responsible or liable for any obligations of 663230;
- ii. All monies and other consideration payable under the terms of this Proposal shall be paid over to the Proposal Trustee who shall make all payments in accordance with the terms of this Proposal; and
- iii. Upon completion of all payments in accordance with the terms of this Proposal, and all other conditions and requirements being fulfilled, the Proposal Trustee shall be discharged.


DATED at Edmundston, New Brunswick the 5th day of November, 2015.

663230 NB Inc.

Per:


Eric Long
Director and President of the Corporation


Guy Long
Director and Secretary-Treasurer of the Corporation


Serge Lemieux
Director of the Corporation

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 61-2000260

Original Amended

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

In the matter of the proposal of
 663230 NB Inc.
 of the City of Edmundston, in the Province of New Brunswick

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 29th day of May 2015. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
B14,635.59	184,067.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
0.00	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
814,635.59	Good
2. Secured creditors as per list "B"	55,509.00
0.00	Doubtful
3. Preferred creditors as per list "C"	0.00
0.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	15,000.00
estimated to be reclaimable for	Estimated to produce
0.00	55,509.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
814,635.59	0.00
Surplus	5. Deposits in financial institutions
2,662,761.41	0.00
	6. Cash
	346,821.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	0.00
	9. Real property or immovable as per list "G"
	2,853,000.00
	10. Furniture
	30,000.00
	11. RRSPs, RRFs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	0.00
	13. Interests under wills
	0.00
	14. Vehicles
	0.00
	15. Other property, as per list "H"
	0.00
	If debtor is a corporation, add:
	Amount of subscribed capital
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	3,477,397.00
	Deficiency
	NIL

I, Serge Lemieux, of the City of Edmundston in the Province of New Brunswick, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 25th day of September 2015 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Moncton in the Province of New Brunswick, on this 25th day of September 2015.

Michel J. Vandenberg
 a commissioner of
 oaths being a
 solicitor

Serge Lemieux
 Serge Lemieux

Michel J. Vandenberg

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

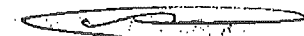
List "A"
 Unsecured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	047312 NB Inc Management 2000	5 Assomption Blvd, Unit 105 Moncton NB E1C 0C5	40,501.43	0.00	40,501.43
2	Acadie Nouvell	CP 5536, St. Pierre West Caraquet NB E1W 1B7	523.16	0.00	523.16
3	Action Plus Inc	44 Leblond Street Edmundston NB E3V 4L2	13,419.37	0.00	13,419.37
4	Alain Madore	100 Rue Rice Edmundston NB E3V 1T4	1,315.87	0.00	1,315.87
5	Armstrong's Communication Ltd	380 Salmon River Mouth Rd Coal Creek NB E4A 2T7	542.40	0.00	542.40
6	Bell Aliant	P O Box 5555 Saint John NB E2L 4V6	2,131.77	0.00	2,131.77
7	Bell Mobility	P O Box 1675 Halifax NS B3J 0A6	405.22	0.00	405.22
8	Best Western	Boul Hebert Edmundston NB	294.08	0.00	294.08
9	Boucherie Qu'elle	400, Rue Principale Saint Jacques NB E7B 1X9	224.71	0.00	224.71
10	Brunswick News	P O Box 1001 Moncton NB E1C 8P3	1,219.48	0.00	1,219.48
11	Buckwit Radio	23, 48E Ave Edmundston NL E3V 3C7	17.00	0.00	17.00
12	Bureau En Gros	P O Box 9, 11 Boul St. Basile NB E7C 1R7	308.71	0.00	308.71
13	Cafe Resta Service	117 Chemin Des Raymond Riviere De Loup QC E3V 3C7	178.08	0.00	178.08
14	Cameron Restaurant	15 Mount Royal Blvd Moncton NB E1E 2T9	943.09	0.00	943.09
15	Canada Bread	P O Box 4518, CRO Halifax NS	1,300.78	0.00	1,300.78
16	Canadian Hotel Supply	P O Box 57859, Stn A Toronto ON M5W 5M5	1,166.86	0.00	1,166.86
17	Capital Paper	27 Calkin Drive Kentville NS B4N 3V7	2,654.07	0.00	2,654.07
18	CFAI 101.1 Edmundson	17 Rue Costigan Edmundston NB E3V 1T4	4,874.00	0.00	4,874.00
19	Chandler	P O Box 431, Stn Main Saint John NB E2L 4L9	390.00	0.00	390.00
20	City of Edmundston Attr Financa Department	7 CH Canada Edmundston NB E3V 1T7	10,728.75	0.00	10,728.75
21	Coca-Cola	2200 Vanier Blvd Bathurst NB E2A 1H8	2,233.46	0.00	2,233.46
22	Colabor	29 St. George Ave Edmundston NB E3V 1T4	74,748.07	0.00	74,748.07
23	Concept Signs	113A 44 Ieme Ave Edmundston NB E3V 3A4	502.45	0.00	502.45
24	Conseil Economique Du NB	236 St. George St Moncton NB E1C 1W1	350.00	0.00	350.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

List "A"
 Unsecured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
25	CRA - Canada Revenue Agency - Tax - Atlantic Attn: c/o Nova Scotia Tax Services Office Revenue Collections Division Regional	PO Box 638, 1557 Hollis St Halifax NS B3J 2T5	199,752.00	0.00	199,752.00
26	DMS Leasing Ltd		250.00	0.00	250.00
27	DMX Music	P O Box 2680, Stn M Calgary AB T2P 4R9	150.00	0.00	150.00
28	Eric Long	126 Des Ormes Ave Edmundston NB E3V 4J9	25.00	0.00	25.00
29	Excmpte En Folle	49 Chemin Canada Edmundston NB E3V 1V1	40.00	0.00	40.00
30	Federal Express Canada Ltd. - Revenue Recovery Department Attn: Lynn Tassone	5985 Explorer Drive Mississauga ON L4W 5K6	0.00	0.00	0.00
31	Fleuriste Aux Quatre Saisons	40 Rue De L'Eglise St Edmundston NB E3V 1J2	1,052.88	0.00	1,052.88
32	Four Points by Sheraton Quebec	7900 Rue du Marigot Marigot PQ G1G 6T8	462.83	0.00	462.83
33	Gallant Enterprises	CP 444, 194 Rue St. Francois Edmundston NB E3V 3L1	542.40	0.00	542.40
34	Guy Long	44 Rue LeBlond Edmundston NB E3V 4L2	38,774.09	0.00	38,774.09
35	IGA	580 Rue Victoria Edmundston NB E3V 3N1	568.00	0.00	568.00
36	Infoweekend	322 Victoria Street Edmundston NB E3V 2H9	200.00	0.00	200.00
37	IQOR	P O Box 608, Stn B Toronto ON M2K 2P9	173.00	0.00	173.00
38	Irving Energy Distribution and Marketing Attn: Veronica	PO Box 5840, Station Main Saint John NB E2L 0C3	2,420.00	0.00	2,420.00
39	L. Boucher Inc	1360 Gaille Ave PQ G1P 4E3	989.69	0.00	989.69
40	Le Legumier Du Madawaska Inc	P O Box 521 Riviere-Verte NB E7C 2M6	1,456.00	0.00	1,456.00
41	L'Erablere De La Montagne	1164 Chemin Du Pouvoir St. Joseph de Madawaska NB E7B 2M5	470.00	0.00	470.00
42	Les Entreprises Duborg	174 Victoria Street Edmundston NB E3V 2H8	5,339.00	0.00	5,339.00
43	Les Industries Corriveau	16 Chemin Bouchard Claro de Madawaska NB E7A 2C8	230.00	0.00	230.00
44	McInnes Cooper Attn: John McCoombs	PO Box 730 Halifax NS B3J 2V1	6,717.00	0.00	6,717.00
45	Medias Transcontinental	400 Sainte-Croix Sulte 300 East Saint-Laurent PQ H4N 3L4	757.00	0.00	757.00
46	Monclon Fish Market	8 Du Domaine Riviere Du Loup PQ	537.00	0.00	537.00
47	MP Industriel Inc	811 Victoria Street Edmundston NB E3V 3T3	316.00	0.00	316.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 76 -- Continued

List "A"
 Unsecured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
48	Multi Techniques	8 Du Domaine Reulere du Loop NB G5R 2P5	537.00	0.00	537.00
49	Napco Industries Inc	44 LeBlond Edmundston NB E3V 4L2	1,525.00	0.00	1,525.00
50	National Leasing Group Inc. Attn: Bankruptcy Designate	1525 Buffalo Place Winnipeg MB R3T 1L9	250.00	0.00	250.00
51	Notro Melleur Service	10 Parc P'Tiso Edmundston NB E3V 3X7	1,977.00	0.00	1,977.00
52	Office Du Tourism Madawaska	121 Victoria Street Edmundston NB E3V 2H5	7,152.00	0.00	7,152.00
53	Office Interiors	656 Windmill Rd Dartmouth NS B3B 1B8	627.00	0.00	627.00
54	Orkin Canada	5840 Falbourn Street Mississauga ON L5R 4B5	287.00	0.00	287.00
55	Oils Canada	P O Box 57445, Stn A Toronto ON M9M 5M5	1,892.00	0.00	1,892.00
56	Oxygaz	625 Rue Principale St. Basile NB E7C 1L1	191.00	0.00	191.00
57	Pattison Sign Group Attn: Vince Santaguida	555 Ellesmere Road Scarborough ON M1R 4E8	37,061.00	0.00	37,061.00
58	Place de L'Assomption Ltee	770 Main Street Moncton NB E1C 1E7	142,733.00	0.00	142,733.00
59	R&E Pelleter Ltee	P O Box 671 Edmundston NB E3V 3S1	4,542.00	0.00	4,542.00
60	Radio Edmundston	64 Rice Street Edmundston NB E3V 1T2	221.00	0.00	221.00
61	Raymond Chabot Grant Thornton	507 Victoria Street Edmundston NB E3V 2K9	2,825.00	0.00	2,825.00
62	Riverview Eggs Inc	2282 Rue Centrale St. Hilaire NB E3V 4W1	1,056.00	0.00	1,056.00
63	Rogers Communications Proposals c/o FCT Default Solutions Attn: Insolvency Department	PO Box 2514, Station B London ON N6A 4G9	1,334.00	0.00	1,334.00
64	Rona Inc. - Head Office Attn: Alain Dumas	220 Chemin Du Tremblay Boucherville QC J4B 8H7	100.00	0.00	100.00
65	Royaume Du Tapis Inc	120 Rue Victoria Edmundston NB E3V 2H6	5,481.00	0.00	5,481.00
66	Sani-Plus Inc	1600, rue Pincelier L'Anclenne-Lorette QC G2E 6B7	1,183.00	0.00	1,183.00
67	Saputo Dairy	P O Box 367 Edmonton AB	1,487.00	0.00	1,487.00
68	Sarmon Holding	21 Rue Morneau Edmundston NB E3V 4J3	75.00	0.00	75.00
69	Serge Lemieux	61 Rue Des Erables Edmundston NB E3V 4J4	16,748.00	0.00	16,748.00
70	Sonorisation Clefs	617- A Canada Road Edmundston NB E3V 1W3	1,858.00	0.00	1,858.00
71	Staples Advantage	P O Box 2050 Halifax NS B3J 2Z1	1,122.00	0.00	1,122.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

List "A"
 Unsecured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
72	Starwood Hotels	P O Box 198872 Atlanta GA 30384-8872 USA	15,395.00	0.00	15,395.00
73	Telegraph Journal	Box 5777 Saint John NB E2L 4M3	293.00	0.00	293.00
74	Tina Davidson	24 Lower Mountain Road Boundary Creek NB E1G 4E1	506.00	0.00	506.00
75	Toner Reality	16 Caswell Street Grand Falls NB E3Z 1A6	4,774.00	0.00	4,774.00
76	Unifor	301 Ave Laurier Ouest Ottawa ON K1P 6M6	798.00	0.00	798.00
77	UPS	Box 4900, Stn.A Toronto ON M5M 0A7	131.89	0.00	131.89
78	Visa Desjardins Attn: Centre de Perception	425 av Viger O Montréal QC H2Z 1W5	138,025.00	0.00	138,025.00
79	WorkSafeNB / Travail sécuritaire NB - Head Office Attn: Claude Savole	PO Box 160 1 Portland St. Saint John NB E2L 3X9	250.00	0.00	250.00
80	Yvon & R. Belzile	1515 Chemin Balsley St Jacques NB E7B 2A7	4.00	0.00	4.00
Total:			814,635.59	0.00	814,635.59

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
 Division No. 02 - Fredericton
 Court No. 21256
 Estate No. 51-2000260

FORM 78 - Continued

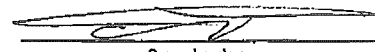
List "B"
 Secured Creditors

663230 NB Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Business Development Bank	121 Rue De L'Eglise Edmundston NB E3V 1J9	1,617,154.00	Real Property or Immovable - Building and Land - Edmundson - 100 Rue Rice	25-Sep-2015	1,377,578.00		
				Business Assets - Stock In Trade - Various Equipment	25-Sep-2015	130,000.00		
				Debts Due - Business - Account Receivables	25-Sep-2015	55,509.00		
				Business Assets - Stock In Trade - Inventory	25-Sep-2015	54,067.00		
				Furniture - Furniture/various	25-Sep-2015	0.00		
				Cash on hand - Cash	25-Sep-2015	0.00		
2	Calssa Populaire Trois Rives Ltee	232 Victoria Street Edmundston NB E3V 2H9	1,848,703.00	Cash on hand - Cash	25-Sep-2015	346,821.00		
				Furniture - Furniture/various	25-Sep-2015	38,000.00		
				Real Property or Immovable - Building and Land - Edmundson - 100 Rue Rice	25-Sep-2015	1,463,882.00		
				Business Assets - Stock In Trade - Various Equipment	25-Sep-2015	0.00		
				Debts Due - Business - Account Receivables	25-Sep-2015	0.00		
				Business Assets - Stock In Trade - Inventory	25-Sep-2015	0.00		
3	Place de L'Assomption Ltee	770 Main Street Moncton NB E1C 1E7	500,000.00	Real Property or Immovable - Building and Land - Edmundson - 100 Rue Rice	25-Sep-2015	11,540.00		
				Cash on hand - Cash	25-Sep-2015	0.00		
				Business Assets - Stock In Trade - Various Equipment	25-Sep-2015	0.00		
				Debts Due - Business - Account Receivables	25-Sep-2015	0.00		
				Business Assets - Stock In Trade - Inventory	25-Sep-2015	0.00		
				Furniture - Furniture/various	25-Sep-2015	0.00		488,460.00
Total:			3,965,857.00			3,477,397.00	0.00	488,460.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
Division No. 02 - Fredericton
Court No. 21256
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FORM 78 - Continued


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

663230 NB Inc.

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

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
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FORM 78 - Continued

List "D"
Contingent or Other Liabilities

663230 NB Inc.

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

25-Sep-2015

Date


Serge Lemieux

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 Division No. 02 - Fredericton
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FORM 78 - Continued

List "E"
 Debts Due to the Debtor

663230 NB Inc.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Account Receivables		Account Receivables	55,509.00 0.00 15,000.00			55,509.00	
Total:				55,509.00 0.00 15,000.00			55,509.00	

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
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Estate No. 51-2000260

FORM 78 - Continued

List 'F'

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

683230 NB Inc.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
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FORM 78 -- Continued

List "G"
 Real Property or Immovables Owned by Debtor
 663230 NB Inc.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypotheca, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Edmundson - 100 Rue Rice			2,853,000.00	Business Development Bank 121 Rue De L'Eglise Edmundston NB E3V 1J9 1,617,154.00 Caisse Populaire Trois Rives Ltée 232 Victoria Street Edmundston NB E3V 2H9 1,848,703.00 Place de L'Assomption Ltée 770 Main Street Moncton NB E1C 1E7 500,000.00	0.00
Total:			2,853,000.00		0.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
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FORM 78 -- Concluded

List "H"
 Property

663230 NB Inc.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Various Equipment	0.00	130,000.00
		Inventory	0.00	54,067.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			346,821.00	346,821.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture		Furniture/Various	0.00	38,000.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
			Total:	568,888.00

25-Sep-2015

Date



Serge Lemieux

District of: New Brunswick
Division No. 02 - Fredericton
Court No. 21256
Estate No. 51-2000260

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 ^{Amended} proposal of
663230 NB Inc.
of the City of Edmundston, in the Province of New Brunswick

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

In the matter of the proposal of 663230 NB Inc. of the City of Edmundston in the Province of New Brunswick and the claim of _____, creditor.
I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

- 1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____, creditor).
- 2. That I have knowledge of all the circumstances connected with the claim referred to below.
- 3. That the debtor was, at the date of proposal, namely the 25th day of September 2015, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____
(other than as a customer contemplated by Section 262 of the Act)

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

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

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

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

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

C. SECURED CLAIM OF \$ _____

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

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

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

FORM 31 -- Concluded

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

(To be completed when a proposal provides for the compromise of claims against directors.)
 That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

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

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

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

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

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

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

Dated at _____, this _____ day of _____, _____.

 Witness

 Creditor

Phone Number: _____
 Fax Number : _____
 E-mail Address : _____

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.
 WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.
 Subsection 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

District of: New Brunswick
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Proxy / Voting letter

In the matter of the ^{Amended} proposal of
663230 NB Inc.

of the City of Edmundston, in the Province of New Brunswick

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

I, _____, creditor (or I, _____, representative of
_____, creditor), of _____, a creditor in the above matter for the sum of \$
_____, hereby request the trustee acting with respect to the proposal of 663230 NB Inc., to record my vote
_____ (for or against) the acceptance of the proposal as made on the _____ day of
_____.

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Deloitte Restructuring Inc. - Trustee
Per:

Jean Goguen
5 Springdale Street, Suite 1000
St. John's NL A1E 0E4
Phone: (709) 576-8480 Fax: (709) 758-5238