

January 8, 2021

To the Creditors of EzTix Event Ticketing Inc.

Dear Sirs/Mesdames:

**Re: In the Matter of the Proposal of EzTix Event Ticketing Inc.**

Please find enclosed the following documents for your review:

1. Notice of Proposal to Creditors
2. Certificate of Filing a Proposal
3. Trustee's Report on the Proposal
4. Proposal
5. Statement of Affairs (Summary) and List of Creditors
6. Proof of Claim, Proxy and Instructions
7. Voting Letter

Due to the COVID-19 pandemic, the Meeting of Creditors will be held via telephone conference and we advise the creditors of the location and date of the meeting as follows:

Date and Time: **Tuesday, January 19, 2021 at 2:00 p.m.**  
Place: Via telephone conference call  
Conference Call-in Number: 604-566-8279  
Participant Code: 8357484

Please send your proof of claim and proxy via mail, email ([mt@mceownassociates.ca](mailto:mt@mceownassociates.ca)) or facsimile (604-558-8021) to the Trustee **by 3:00 p.m. (Vancouver Time) on Monday, January 18, 2021.**

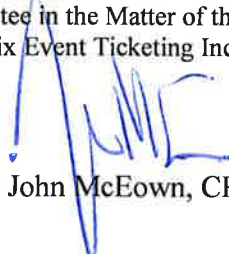
Please refer to the enclosed protocol for the Meeting of Creditors of EzTix Event Ticketing Inc.

Should you have any questions, please contact Marianne Ting at (604) 558-8011 or by email at [mt@mceownassociates.ca](mailto:mt@mceownassociates.ca)

Yours very truly,

**McEown and Associates Ltd.**

Trustee in the Matter of the Proposal of  
EzTix Event Ticketing Inc.

  
Per: John McEown, CPA, CA, CIRP, LIT

**In the Matter of the Proposal of  
EzTix Event Ticketing Inc.**

**Protocol for the Meeting of Creditors**

The Meeting of Creditors for the above-captioned matter is being held by telephone conference call in order to continue to promote and maintain physical/social distancing during this unprecedented period of the COVID-19 pandemic. The following protocol will be adopted to facilitate a Meeting of Creditors:

**PRE-MEETING REQUIREMENTS – DEADLINE TO SUBMIT PROOFS OF CLAIM**

- For the purposes of voting at the Meeting of Creditors, **the Trustee must receive the completed Proof of Claim and Proxy by 3:00 p.m. (Vancouver Time) on Monday, January 18, 2021;**
- Based on the email provided on the proof of claim the Trustee will provide the creditor with:
  - Status of claim – admitted, incomplete, or contested for voting purpose; and,
- Proofs of Claim and Proxy received after the cut-off cannot be assured to be recorded for the purpose of the meeting. However, the creditor will be entitled to participate in all future proceedings involving the above-captioned estate.

**CONDUCT AT MEETING & REGISTRATION**

- Registration & Attendance – the Trustee will open the line 10 minutes before the appointed meeting time for registration and attendance. Creditors participating in the meeting are encouraged to call in early in order for the registration process to be completed in a timely manner and to avoid a delay in commencing the calling to order of the Meeting of Creditors.

Please send your proof of claim and proxy via mail, email ([mt@mceownassociates.ca](mailto:mt@mceownassociates.ca)) or facsimile (604-558-8021) to the Trustee **by 3:00 p.m. (Vancouver Time) on Monday, January 18, 2021** to be entitled to vote at the meeting of creditors.

Should you have any questions regarding the filing of proofs of claim and proxy, please contact Marianne Ting at (604) 558-8011 or by email at [mt@mceownassociates.ca](mailto:mt@mceownassociates.ca).

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B200708  
Estate No. 11-2693481

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

In the Matter of the Proposal of  
EZTIX EVENT TICKETING INC.  
of the city of Vancouver  
in the Province of British Columbia

Take notice that EZTIX EVENT TICKETING INC. of the city of Vancouver in the Province of British Columbia has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

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

A general meeting of the creditors will be held on the 19th day of January 2021 at 2:00 PM at Telephone Conference # (604) 566-8279, Participant Code: 8357484.

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 8th day of January 2021.

McEown and Associates Ltd. - Licensed Insolvency Trustee

  
\_\_\_\_\_  
110 - 744 West Hastings Street  
Vancouver BC V6C 1A5  
Phone: (604) 558-8020 Fax: (604) 558-8021

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



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of            British Columbia  
Division No.        03 - Vancouver  
Court No.            11-2693481  
Estate No.          11-2693481

In the Matter of the Proposal of:

**EZTIX EVENT TICKETING INC.**

Debtor

**MCEOWN AND ASSOCIATES LTD.**

Licensed Insolvency Trustee

Date of Proposal:	December 29, 2020	Security:	\$
Meeting of Creditors:	January 19, 2021, 14:00 Meeting to be conducted via telephone , 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: December 29, 2020, 19:34

E-File/Dépôt Electronique

Official Receiver

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

**Canada**

**Court No. B200708**  
**Estate No. 11-2693481**  
**Vancouver Registry**

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

**IN THE MATTER OF THE PROPOSAL OF  
EZTIX EVENT TICKETING INC.**

**TRUSTEE'S REPORT ON THE PROPOSAL**

**INTRODUCTION**

1. EzTix Event Ticketing Inc. ("EzTix" or the "Company") filed a Notice of Intention to Make a Proposal ("NOI") to its Creditors on November 30<sup>th</sup>, 2020 and McEown and Associates Ltd. was named Trustee.
2. On December 29<sup>th</sup>, 2020 the Company filed its Proposal to the Creditors and with the Office of the Superintendent of Bankruptcy.
3. This report has been prepared by McEown and Associates Ltd. in its capacity as Trustee in the Matter of the Proposal of the Company based on information available as at January 7, 2021.
4. The purpose of the Trustee's report on the Proposal is to provide information relating to the following:
  - a) The Company's background;
  - b) Summary of Proposal terms;
  - c) The Company's current financial position;
  - d) The Company's assets and liabilities;
  - e) Trustee's fee arrangements;
  - f) Preferential payments and transfers at undervalue;

In the Matter of the Proposal of  
EzTix Event Ticketing Inc.

Trustee's Report on the Proposal

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- g) Estimated realization in bankruptcy versus proposal; and,
- h) Trustee's recommendation.

#### **DISCLAIMER AND TERMS OF REFERENCE**

5. Except as specified, in preparing this report the Trustee has obtained and relied upon unaudited, draft and/or internal information which the Company advises has been compiled from the Company's books and records. Where available, the Trustee has reviewed external records and documentation including banking records, corporate searches and financial statements.
6. Except as otherwise described in this report:
  - a) the Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook; and
  - b) the Trustee has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook.
7. This report has been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.
8. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.
9. All capitalized terms in this report have the meaning given to them in the Proposal except as otherwise defined herein.

## **BACKGROUND**

10. EzTix commenced its operation in British Columbia in 2007. The Company has been successful in serving the culinary event and tourism industry around the world. Revenues are generated from offering services related to the sale and processing of bookings, event management, and day-to-day customer and sales support on behalf of its many clients.
11. Like many businesses, in March 2020, the Company suffered from the COVID-19 pandemic that resulted in a dramatic downturn in the culinary events and tourism industry worldwide. Many of EzTix's clients immediately shut down their businesses and/or cancelled their events.
12. The clients' shutdown of their businesses and/or cancellation of events resulted in the following:
  - a) An unprecedented number of refunds being requested by clients due to cancelled events. The refunds also resulted in a significant revenue loss to the Company because EzTix's revenue is generated from a fee that is taken from the client deposits.
  - b) In many instances client payments had already been paid to the vendors making it impossible to provide client refunds.
13. The Company reacted quickly by reducing staff, infrastructure, and other expenses. However, these efforts were not enough to enable the Company to meet its liabilities to its Creditors.
14. It soon became apparent that the pandemic was not likely end anytime soon so the Company had to consider other options to restructure its business. The Company commenced the Proposal Proceedings so that the business could continue through the COVID-19 restrictions and improve once the economy normalizes.
15. The purpose of the Proposal is to allow the Company the time it needs for the business to resume to full capacity so that it can present a Definitive Proposal to the Unsecured Creditors. The purpose of the Definitive Proposal will be to settle payment of the Company's liabilities to its Unsecured Creditors. The amount to be distributed to the Unsecured Creditors under the Definitive Proposal will be known at a later date when the business improves and the Company is in a position to

In the Matter of the Proposal of  
EzTix Event Ticketing Inc.

Trustee's Report on the Proposal

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determine the availability of funds. The Company hopes to be in a position to file the Definitive Proposal within six months of the Sanction Order.

16. On satisfaction of the claims of the Unsecured Creditors by payment to the Trustee in the manner contemplated by the Definitive Proposal, the Company shall be released from all claims, liabilities, and obligations to all Unsecured Creditors.

### **SUMMARY OF PROPOSAL TERMS**

17. The significant Proposal terms are as follows:

- a) The Company shall make payments directly to CRA pursuant to Article 4.2 in respect of any amounts due to Her Majesty the Queen in Right of Canada or a Province of a kind which could be subject to a demand under sub-section 224(1.2) of the *Income Tax Act* or under any substantially similar provision of provincial legislation and that were outstanding at the time of the Filing Date. These payments shall be made within six (6) months of the Sanction Order.
- b) Preferred claims are to be paid in priority to all claims of the Unsecured Creditors pursuant to sections 60(1) and 136 of the BIA.
- c) The amount and timing of payments to the Unsecured Creditors will be as provided for in the Definitive Proposal that will be filed by no later than June 30, 2021.

### **FINANCIAL POSITION**

18. The Company has prepared a cash flow projection for the period December 9<sup>th</sup>, 2020 to June 30<sup>th</sup>, 2021 for the Trustee. The projected cash flow prepared by the Company is based on minimal staff levels and indicates that the cash inflows from revenues and government subsidies will be sufficient to cover the operating costs.



In the Matter of the Proposal of  
EzTix Event Ticketing Inc.

Trustee's Report on the Proposal

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## ASSETS & LIABILITIES

19. A summary of the assets declared by the Company on its Statement of Affairs dated December 29<sup>th</sup> 2020 follows:

Cash on Deposit in Financial Institutions	
HSBC Operating Account	\$74,925
Term Deposit (held as collateral for Line of Credit)	<u>10,000</u>
	84,925
Accounts Receivable (collectible)	27,000
Computer equipment	<u>10,000</u>
Total Assets	<u>121,925</u>

20. A summary of the Liabilities declared by the Company on its Statement of Affairs dated December 29<sup>th</sup> 2020 follows;

Secured Creditors	
Canada Revenue Agency – Deemed Trust Claim	\$ 100,000
iCapital Financial Services	<u>33,159</u>
	133,159
Unsecured Creditors	<u>1,224,839</u>
Total Liabilities	<u>1,357,998</u>

21. The amount owing to Canada Revenue Agency for payroll withholdings is a deemed trust claim that ranks in priority to all other Creditors, including secured creditors.

## REMUNERATION OF TRUSTEE

22. The Trustee has received a retainer from Jeremy Mitchell, the Director of the Company, in the amount of \$15,000. The Trustee has paid \$5,000 from this retainer to Clark Wilson LLP, legal counsel for the Company, to assist the

In the Matter of the Proposal of  
EzTix Event Ticketing Inc.

Trustee's Report on the Proposal

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Company in preparing the Proposal. The balance of the funds will be used to the pay the Trustee's fees and disbursements pursuant to paragraph 4.1 of the Proposal and will be subject to the approval of the Inspectors, should any be appointed, and taxation by the Court.

### **PREFERENTIAL PAYMENTS & TRANSFERS AT UNDERVALUE**

23. The Trustee has not had any evidence of the debtor being a party to any preferential payments and transfers at undervalue.

### **ESTIMATED REALIZATION - BANKRUPTCY VS. PROPOSAL**

24. The Trustee can advise that in a bankruptcy there will likely be no recovery to the Unsecured Creditors as the realization on the assets after payment of the Trustee's fees will not be sufficient to pay the deemed trust claim of Canada Revenue Agency.
25. If the Creditors accept the Proposal, then the Unsecured Creditors will have the opportunity for recovery under the Definitive Proposal, and will not receive an amount less than they would in the event of the Company's bankruptcy.
26. The Trustee is of the opinion that the Unsecured Creditors will be in a better position to recover by accepting the Proposal than they would be if the Proposal is rejected and the Company is deemed bankrupt.

### **TRUSTEE RECOMMENDATION**

27. The Trustee recommends that the Creditors accept the Proposal until such time as the Definitive Proposal is filed for the following reasons:
  - a) Should this Proposal not be accepted, the Company will be bankrupt and there will be no opportunity for the Unsecured Creditors to recover any monies;
  - b) The Company continues to act in good faith and with due diligence and in the Trustee's opinion there will be no prejudice to the Creditors by

In the Matter of the Proposal of  
EzTix Event Ticketing Inc.

Trustee's Report on the Proposal

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accepting this Proposal. As well the Trustee is required to continue to monitor the business and report any material changes to the Creditors; and

- c) By accepting the Proposal the Company will be able to continue to operate until post COVID-19, when revenues are expected to increase to the pre-COVID-19 levels, the Company will be in a position to make the Definitive Proposal to its Creditors.

Dated at the City of Vancouver, this 8<sup>th</sup> day of January, 2021.

**McEown and Associates Ltd.**

Trustee in the Matter of the Proposal of  
EzTix Event Ticketing Inc.



Per: John McEown, CPA, CA, CIRP, LIT

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF  
EZTIX EVENT TICKETING INC.

**PROPOSAL**

**ARTICLE I  
DEFINITIONS & INTERPRETATION**

**1.1 DEFINITIONS**

In the Proposal:

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

**"Business Day"** means any day which is not a Saturday or Sunday, or statutory holiday in British Columbia.

**"Claim"** means any right or claim of any person against the Company, whether or not asserted in connection with any indebtedness, liability or obligation of any kind whatsoever owed to such person, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable, or fiduciary duty), any right of ownership of or title to, or 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 the right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose of action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to or at the Filing Date, and, for certainty, includes Priority Claims but does not include the amount due to a Post Filing Creditor in respect of a Post Filing Creditor Claim.

**"Claims Process"** means the process pursuant to the BIA by which the Trustee will determine the Proven Claims against the Company.

**"Company"** means EzTix Event Ticketing Inc.

**"Company's Solicitors"** means Clark Wilson LLP.

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

**"Creditor"** means any person that has a Claim against the Company.

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

**"Crown"** means Her Majesty in the Right of Canada or a province.

**"Crown Claim"** means a Claim of the Crown for amounts that are outstanding as at the Filing Date and are of the kind that could be subject to a demand under:

- (a) subsection 224(1.2) of the *Income Tax Act*;
- (b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
  - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
  - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.

**"Disputed Claim"** means any Claim of an Unsecured Creditor which has been received by the Trustee in accordance with the BIA but has not been accepted as a Proven Claim, or which is being disputed in whole or in part by the Trustee or any other person entitled to do so and has not been resolved by agreement or in accordance with the BIA.

**"Definitive Proposal"** means a further proposal to be filed by the Company with specific terms that will provide for dividend payments to the Unsecured Creditors.

**"Employee Claims"** means any Proven Claim of any employees and former employees of the Company, including the amounts that such employees and former employees would have been qualified to receive under Paragraph 136(1)(d) of the BIA if the Company had become bankrupt on the Filing Date.

**"Excluded Claim"** means, subject to further order of the Court:

- (a) any Employee Claims;
- (b) any Priority Claims; and
- (c) any Crown Claims.

**"Excluded Creditors"** means Creditors having Excluded Claims.

**"Filing Date"** means November 30, 2020, the date when the Notice of Intention to File a Proposal pursuant to the BIA was filed by the Company.

**"Inspectors"** has the meaning ascribed to it in Section 7.5 of the Proposal.

**"Post-Filing Creditor"** means any person who has supplied goods or services to or who has an entitlement to receive sales or excise taxes, source deductions or assessments and premiums from the Company arising after the Filing Date in relation to any unpaid amounts relating to such Post Filing Creditor Claims.

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

**"Priority Claim"** means a Proven Claim of a Creditor entitled to receive a payment of any amount owed to it in priority to any payments to Unsecured Creditors as provided for in Section 136 of the BIA.

**"Proof of Claim"** means the proof of claim delivered to the Trustee in accordance with the BIA.

**"Proposal"** means the proposal herein among the Company and the Unsecured Creditors, as from time to time amended, modified or supplemented pursuant to (i) an order of the Court, (ii) an agreement among the Company and the Unsecured Creditors, as provided for herein, or (iii) any Creditors Meeting.

**"Proposal Proceeding"** means the proceeding commenced by the Company under the BIA, being British Columbia Supreme Court, Vancouver Registry Action No. B-200708.

**"Proven Claim"** means the aggregate amount of any and all Claims held by a Creditor which has been accepted by the Trustee and the Company in accordance with the BIA.

**"Required Majority"** means the affirmative vote, at the Creditors Meeting, of:

- (a) a simple majority in number of those Unsecured Creditors with Proven Claims in the Unsecured Creditor Class who vote upon the Proposal (in person or by proxy); and
- (b) a two-thirds majority in value of the Proven Claims of Unsecured Creditors in the Unsecured Creditor Class who vote upon the Proposal (in person or by proxy).

**"Sanction Order"** means the order of the Court made in the Proposal Proceeding approving the Proposal.

**"Trustee"** means McEown and Associates Ltd. in its appointed capacity as trustee of the Proposal, and not in its personal capacity.

**"Trustee's Fees"** means all proper fees, expenses and legal costs of the Trustee on and incidental to the proceedings arising out of the Proposal and all proper fees, expenses and legal costs of the Trustee arising in relation to the Proposal.

**"Unsecured Creditor Claim"** means an unsecured Proven Claim of a Creditor against the Company.

**"Unsecured Creditor Class"** means the class comprising all Creditors with Unsecured Creditor Claims.

**"Unsecured Creditors"** means those Creditors with an Unsecured Creditor Claim.

## **1.2 HEADINGS**

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

## **1.3 STATUTORY REFERENCE**

Unless otherwise specified, each reference to a statute is deemed to be a reference to that statute and to the regulations made under that statute, as amended or re-enacted from time to time.

## **1.4 NUMBER AND GENDER**

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

## **1.5 CURRENCY**

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

## **1.6 DATE FOR ANY ACTION**

In the event that any date on which any action is required to be taken under the Proposal by any of the parties is not a Business Day, that action shall be required to be taken on the next succeeding day that is a Business Day.

## **1.7 GOVERNING LAW**

The Proposal shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable thereto. All questions as to the interpretation or application of the Proposal and all proceedings taken in connection with the Proposal shall be subject to the exclusive jurisdiction of the Court.

## **ARTICLE II PURPOSE AND EFFECT OF THE PROPOSAL**

### **2.1 PURPOSE OF THE PROPOSAL**

The Company has successfully operated for many years serving the culinary event and tourism industry around the world. The Company's income is earned from offering services related to the sale and processing of bookings, event management, and day-to-day customer and sales support on behalf of its clients.

In March 2020, the Company experienced an unprecedented COVID-19 related downturn in the culinary events and tourism industry causing many of its clients to shut down their businesses and/or cancel their upcoming events. These actions have resulted in two major issues:

- (a) An unprecedented number of refunds were requested by clients due to cancelled events. Due to the nature of how the Company earns its income (often months before the event takes place) this meant that not only was the Company required to refund the costs associated with future events, but the majority of the prior three months' income as well.
- (b) In issuing refunds to ticket buyers, large accounts receivable balances were accrued due to clients who had requested refunds, but were subsequently forced to close down. In many cases, the Company had already paid the funds requested for refund to vendors, making it impossible to provide refunds.

As management of the Company started to become aware of the impact, quick changes were made to reduce staff, infrastructure, and other expenses. Unfortunately, these efforts have not been enough to enable the Company to meet its liabilities to the Unsecured Creditors. Restrictions put in place around travel and event planning to combat the COVID-19 pandemic have further eroded the Company's business, and are not expected to ease in the near future. Therefore, the Company commenced the Proposal Proceedings so that the business can continue through the COVID-19 restrictions and improve once the economy normalizes.

The purpose of the Proposal is to allow the Company the time it needs for the business to resume in full capacity so that it can present a Definitive Proposal at a later date to the Unsecured Creditors. The purpose of the Definitive Proposal is to settle payment of the Company's liabilities to its Unsecured Creditors. The amount to be distributed to the Unsecured Creditors under the Definitive Proposal will be known at a later date when the business improves and the Company is in a position to determine the availability of funds. The Company hopes to be in a position to file the Definitive Proposal within six months of the Sanction Order.

On satisfaction of the claims of the Unsecured Creditors by payment to the Trustee in the manner contemplated by the Definitive Proposal, the Company shall be released from all claims, liabilities, and obligations to all Unsecured Creditors.

The Proposal does not and the Definitive Proposal will not affect Excluded Creditors.

The Proposal is made pursuant to the provisions of the BIA.



If the Proposal is not accepted by the Unsecured Creditors, the Company will be deemed bankrupt.

## **2.2 VOTE BY UNSECURED CREDITORS**

Subject to order of the Court, the Unsecured Creditors shall be entitled to attend and vote at the Creditors Meeting.

Subject to order of the Court, in order to be approved, the Proposal must receive an affirmative vote, in accordance with the provisions of the BIA, by the Required Majority of the Unsecured Creditor Class.

## **2.3 TRUSTEE UNDER THE PROPOSAL**

Subject to the provisions of the BIA the Trustee shall act as the administrator for certain purposes connected with the Proposal, including administration of the Creditors Meeting and any adjournments thereof and distribution of dividends to Creditors.

# **ARTICLE III CREDITOR CLASS AND PAYMENTS**

## **3.1 UNSECURED CREDITOR CLASS**

There will be one class of Creditors for the purpose of considering and voting upon the Proposal being the Unsecured Creditor Class.

## **3.2 PAYMENT TO THE UNSECURED CREDITORS**

The amount and timing of the payments to the Unsecured Creditors will be provided for in the Definitive Proposal that will be filed no later than June 30, 2021, subject to an extension of time pursuant to Section 8.2.

## **3.3 DIVIDENDS**

Dividends to Creditors shall be paid in accordance with the Definitive Proposal.

## **3.4 PAYMENTS TO POST FILING CREDITORS**

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

## **3.5 CREDITORS WITH DISPUTED CLAIMS**

Unsecured Creditors with Disputed Claims shall be entitled to attend the Creditors Meeting and cast a vote in respect of the Proposal up to the value of their Disputed Claim. The Trustee shall keep a separate record and tabulation of any votes cast in respect of Disputed Claims. The Trustee shall report the result of the vote and the tabulation of votes of Proven Claims and Disputed Claims to the Court

and, if the decision by Unsecured Creditors whether to approve or reject the Proposal is affected by the votes cast in respect of Disputed Claims, the Company shall seek direction from the Court in respect thereof. The fact that a Disputed Claim is allowed for voting purposes shall not preclude the Company or the Trustee from disputing the Disputed Claim for distribution purposes.

Any Unsecured Creditors with Disputed Claims on the date of distribution of payments under Section 3.2 shall not be entitled to receive any distribution hereunder with respect to such Disputed Claim unless, until and to the extent that such Disputed Claim is accepted as a Proven Claim, either by agreement or in accordance with the Claims Process.

Pending resolution of each Disputed Claim, either by agreement or by Order of the Court, the Trustee shall withhold such amount as would be payable to the Unsecured Creditor with such Disputed Claim if that Disputed Claim were a Proven Claim. If and to the extent a Disputed Claim is determined to be a Proven Claim, the Trustee shall distribute the appropriate payment to that Unsecured Creditor in respect of its Proven Claim within 10 days of that determination. If a Disputed Claim is not determined to be a Proven Claim, then such withheld amount shall be dealt with in accordance with the BIA.

#### **ARTICLE IV PRIORITY PAYMENTS**

##### **4.1 TRUSTEE'S FEES**

The Trustee's Fees will be paid by the Company in priority to payment of all Proven Claims in accordance with the provisions of the BIA.

##### **4.2 PAYMENT OF PRIORITY CLAIMS**

The Trustee shall pay the following from funds provided by the Company if applicable:

- (a) all Crown Claims within 6 months of the date the Sanction Order is made;
- (b) all Employee Claims immediately after the granting of the Sanction Order; and
- (c) any other Priority Claims in accordance with Subsection 136(1) of the BIA prior to any distribution to the Unsecured Creditors.

#### **ARTICLE V DELIVERY OF NOTICES UNDER THE PROPOSAL**

##### **5.1 NOTICES AND PAYMENTS TO CREDITORS**

Any notices, correspondence, payments or dividends to Creditors under or in relation to the Proposal shall be a) delivered to the address provided by each Creditor in its Proof of Claim unless the Trustee is notified by a Creditor in writing of an alternative address for delivery, or b) made in accordance with an order of the Court.

**5.2 UNDELIVERABLE PAYMENTS**

If any payments or dividends to a Creditor under the Proposal is returned to the Trustee as undeliverable, no further payments to that Creditor shall be made unless and until the Trustee is notified by such Creditor, in writing, of their current address, at which time any missed payments shall be delivered to such Creditor without interest. Undeliverable payments shall be retained by the Trustee until they are claimed or until the date of the Trustee's discharge, after which they shall, subject to Section 154(1) of the BIA and Directive No. 18 of the Superintendent of Bankruptcy, be paid over by the Trustee to the Office of the Superintendent of Bankruptcy.

**5.3 WITHHOLDING TAXES AND SUPERINTENDENT'S LEVY**

All payments or dividends made by the Trustee to Creditors pursuant to the Proposal shall be made net of all applicable levies in accordance with the BIA and regulations thereto, including the levy imposed by the Superintendent of Bankruptcy under the BIA.

Notwithstanding any other provision of the Proposal, each Creditor that is to receive a payment or dividend pursuant to the 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 VI  
PROCEDURE FOR VALIDATION OF CLAIMS**

**6.1 FILING OF PROOFS OF CLAIM**

Each Unsecured Creditor must file a Proof of Claim to vote on the Proposal.

**6.2 ALLOWANCE OR DISALLOWANCE OF CLAIMS BY THE TRUSTEE**

Upon receipt of the completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each claim in accordance with the provisions of the BIA. The procedure for valuing Claims of the Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA. The Company and/or the Trustee reserve the right to seek the assistance of the Court in valuing the Claim of any Unsecured Creditor, if required, to ascertain the result of any vote on the Proposal, as the case may be.

**ARTICLE VII  
CREDITORS MEETING**

**7.1 CREDITORS MEETING**

Subject to order of the Court:

- (a) the Creditors Meeting to consider and vote on the Proposal shall be conducted in accordance with Part III, Division I – General Scheme for Proposals of the BIA; and
- (b) the Creditors Meeting shall be held within 21 days after the date of filing of the Proposal.

## **7.2 VOTING**

Subject to order of the Court, the Proposal shall be voted on by the Unsecured Creditors Class at the Creditors Meeting. For the purposes of voting, each Unsecured Creditor shall have one vote for the purposes of determining a majority in number in the Unsecured Creditor Class and each shall be entitled to one vote for each \$1.00 of its Proven Claim for the purpose of determining two-thirds in value.

## **7.3 PROXIES AND VOTING LETTERS**

Unsecured Creditors will be entitled to vote at the Creditors Meeting by proxy or voting letter. The particulars with respect to voting by proxy or voting letter will be detailed in the package provided to the Unsecured Creditors by the Trustee and will be binding upon the Unsecured Creditors.

## **7.4 ADJOURNMENT OF MEETING**

The Creditors Meeting may be adjourned in accordance with Section 52 of the BIA.

## **7.5 INSPECTORS**

At the Creditors Meeting, the Creditors may appoint one or more but not exceeding five inspectors (the “**Inspectors**”) under the Proposal pursuant to Section 56 of the BIA, whose duties will be restricted to the following:

- (a) to advise the Trustee in connection with its actions under the Proposal or any amendment thereto as the Trustee may, from time to time, request;
- (b) to advise the Trustee concerning any dispute which may arise as to the validity of claims of Creditors under the Proposal;
- (c) to advise the Trustee with respect to formulating the Definitive Proposal;
- (d) to extend the date(s) for filing the Definitive Proposal under Section 3.2;
- (e) to advise the Trustee in respect of such other matters as may be referred to the Inspectors by the Trustee; and

The powers of the Inspectors will be exercised by a majority of them in accordance with Section 116(3) of the BIA.

In the event Creditors do not elect to appoint Inspectors under the Proposal, the Trustee shall be entitled to proceed as if authorized by the Inspectors and, subject to taxation thereof, to be paid by the Company for services rendered by it pursuant and in relation to the Proposal.

The Trustee, and the Inspectors, should any be appointed, shall be exempt from all personal liability for any wrongful act, default or neglect (other than fraud, willful misconduct or gross negligence) in fulfilling

any duties or exercising any powers conferred upon them by the Proposal, the BIA or generally in carrying out the terms of the Proposal.

## **ARTICLE VIII AMENDMENTS AND MODIFICATIONS**

### **8.1 AMENDMENT OF PROPOSAL**

The Company reserves the right, with the consent of the Trustee, to amend the Proposal at any time prior to the Creditors Meeting, and after the Creditors Meeting and prior to obtaining the Sanction Order to amend any approved Proposal, and re-submit it to the Creditors.

### **8.2 MODIFICATION OF PROPOSAL**

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

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

### **8.3 EXTENSION OF TIME**

The Company may extend the time for filing the Definitive Proposal under Section 3.2 for a total period of not more than six months with the approval of the Trustee and the majority of the Inspectors (should any be appointed).

### **8.4 WAIVERS**

Any provision of the Proposal may be waived, with the consent of the Trustee, by the Inspectors, or if no Inspectors are appointed, with the consent of a simple majority of the Unsecured Creditors or by an Unsecured Creditor affected by the provision.

**ARTICLE IX  
APPLICATION FOR SANCTION ORDER**

**9.1 APPLICATION FOR SANCTION ORDER**

Within 5 days after the Proposal has been approved by the Required Majority of the Unsecured Creditor Class, the Trustee will apply to Court for an appointment for a hearing of the application of the Sanction Order in accordance with Section 58 of the BIA.

**9.2 CONTINUATION OF THE STAY OF PROCEEDINGS**

The stay of proceedings provided for in Subsection 69.1(1) of the BIA will be continued in full force and effect from the date of filing of the Proposal until the later of the date of the completion of the distributions to the Creditors in accordance with the Proposal and the Definitive Proposal, or if the Company becomes bankrupt, the date of bankruptcy.

**ARTICLE X  
GENERAL**

**10.1 FURTHER ACTIONS**

The Company will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Proposal and to give effect to the transactions contemplated hereby.

**10.2 NOTICES**

All notices and correspondence relating to the Proposal and to be delivered to the Company or the Trustee shall be made in writing and shall be delivered either personally, by email, by telecopy, by regular mail, by registered mail or by certified mail, return receipt request, at the following address:

(a) If to the Company:

Clark Wilson LLP  
900-885 West Georgia St.  
Vancouver, BC V6C 3H1

Attn: Katie Mak / Nick Carlson  
Tel: 604-643-3105 / 604-891-7797  
Email: kmak@cwilson.com / ncarlson@cwilson.com

(b) If to the Trustee:

McEown and Associates Ltd.  
110 - 744 West Hastings St.  
Vancouver, BC V6C 1A5

Attn: John McEown  
Tel: 604-558-8020  
Email: jm@mceownassociates.ca

And if to a Creditor, at its address set forth in the last Proof of Claim deposited with the Trustee, or at such other address of which the Creditor has subsequently given the Trustee notice in writing.

**10.3 SUCCESSORS AND ASSIGNS**

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

DATED this December 29<sup>th</sup>, 2020.

**EzTix Event Ticketing Inc.**

Per:

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

District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. B200708  
 Estate No. 11-2693481

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  
 EZTIX EVENT TICKETING INC.  
 of the city of Vancouver  
 in the Province of British Columbia

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 30th day of November 2020. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A" .....	1,224,839.21
Balance of secured claims as per list "B" .....	0.00
Total unsecured creditors .....	1,224,839.21
2. Secured creditors as per list "B" .....	133,158.54
3. Preferred creditors as per list "C" .....	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for .....	0.00
Total liabilities .....	1,357,997.75
Surplus .....	NIL

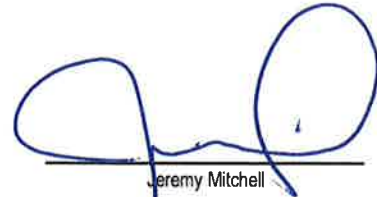
ASSETS (as stated and estimated by the officer)	
1. Inventory .....	0.00
2. Trade fixtures, etc. ....	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good .....	27,000.00
Doubtful .....	0.00
Bad .....	25,000.00
Estimated to produce .....	27,000.00
4. Bills of exchange, promissory note, etc., as per list "F" .....	0.00
5. Deposits in financial institutions .....	84,925.35
6. Cash .....	0.00
7. Livestock .....	0.00
8. Machinery, equipment and plant .....	10,000.00
9. Real property or immovable as per list "G" .....	0.00
10. Furniture .....	0.00
11. RRRSPs, RRIFs, life insurance, etc. ....	0.00
12. Securities (shares, bonds, debentures, etc.) .....	0.00
13. Interests under wills .....	0.00
14. Vehicles .....	0.00
15. Other property, as per list "H" .....	0.00
If debtor is a corporation, add:	
Amount of subscribed capital .....	0.00
Amount paid on capital .....	0.00
Balance subscribed and unpaid .....	0.00
Estimated to produce .....	0.00
Total assets .....	121,925.35
Deficiency .....	1,236,072.40

I, Jeremy Mitchell, of the city of Vancouver in the Province of British Columbia, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 29th day of December 2020 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)  
 before me at the city of Vancouver in the Province of British Columbia, on this 29th day of December 2020.

John McEown, Commissioner for Taking Affidavits  
 For the Province of British Columbia  
 McEown and Associates Ltd.  
 Expires May 31, 2022

**JOHN D. MCEOWN**  
 A Commissioner for Taking Affidavits  
 for the Province of British Columbia  
 Expiry Date: May 31, 2022

  
 \_\_\_\_\_  
 Jeremy Mitchell



## Creditor Mailing List

In the Matter of the Proposal of  
EZTIX EVENT TICKETING INC.  
of the city of Vancouver  
in the Province of British Columbia

Creditor Type	Name	Attention	Address	Claim \$
Secured	CRA - Tax - Pacific		Source Deductions Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1 Fax: (866) 219-0311 cra-arc_tax-fisc_ins_t-f_g@cra-arc.gc.ca	100,000.00
	iCapital Financial Services Corp.	Domenic Sgambelluri	91 Skyway Avenue, Suite 103 Toronto ON M9W 6R5 domenic@icapital.ca	33,158.54
Unsecured	American Express c/o FCT Default Solutions	Insolvency Department	373331998591000 PO Box 2514 Stn B London ON N6A 4G9 Fax: (647) 439-1419 dsinsolvency@collectlink.com	20,331.00
	American Express Corporate Card Program		373331998591000 8th Floor, 2225 Sheppard Avenue East Toronto ON M2J 5C2	
	BAL Global Finance Canada Corp	Samantha Kennedy	181 Bay Street Toronto ON M5J 2V8 leianne.crittenden@oracle.com	113,815.67
	Beamsville Bench Winery Association	Jen Feschuk	5600 King Street Beamsville ON L0R 1B0 jen@feteevents.ca	94,740.60
	Bergen Food Tours	Cheyenne Smart	Nesttunkollen 9 Bergen Nesttun .. 5221 Norway cheyenne@bergenfoodtours.com	15,175.50
	Catalina Tours LLC	Erin Eubank	USD 18 Canyon Terrace Avalon CA 90704 USA info@catalinatours.com	316,716.01
	CEBA Government Loan		c/o 110-744 West Hastings St Vancouver BC V6C 1A5 Fax: (613) 369-4065	40,000.00
	CRA - Tax - Pacific		Source Deductions Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1 Fax: (866) 219-0311 cra-arc_tax-fisc_ins_t-f_g@cra-arc.gc.ca	34,000.00
	CRA - Tax - Pacific		GST # 840165534RT0001 Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1 Fax: (866) 219-0311 cra-arc_tax-fisc_ins_t-f_g@cra-arc.gc.ca	15,000.00
	DocuSign		221 Main St., Suite 1550 San Francisco CA 94105 USA	3,198.57

## *Creditor Mailing List*

In the Matter of the Proposal of  
EZXIX EVENT TICKETING INC.  
of the city of Vancouver  
in the Province of British Columbia

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Foods of NY	Todd Lefkovic	USD 9 Barrow St New York NY 10014 USA todd1@foodsofny.com	15,000.00
	Garden & Gun Magazine	Nancy	USD 701 E. Bay St. Charleston SC 29403 USA nwagoner@gardenandgun.com	55,241.17
	Integrated Digital Media Group Inc.	James Wortzman	25 Tuscany Vista CRT NW Calgary AB T3L 3B5 jwortzman@teplitskycolson.com; callen@teplitskycolson.com	146,727.08
	Integrated Digital Media Group Inc.		File # 32107 c/o TEPLITSKY, COLSON LLP Suite 200, 70 Bond Street Toronto ON M5B 1X3 Fax: (416) 365-0695 callen@teplitskycolson.com	
	Jeremy Mitchell		1302 -1333 West Georgia St Vancouver BC V6E 4V3 jeremy@eztix.com	4,984.14
	MNP LLP	Finance Department	495 Richmond Street, Suite 700 London ON N6A 5A9 PAYMENTS@MNPCA	24,501.23
	Niagara Grape and Wine Festival	Jack Blozowski	CAD c/o SULLIVAN MAHONEY LLP 40 Queen Street, P.O. Box 1360 St. Catharines ON L2R 6Z2 jblozowski@sullivan-mahoney.com	74,290.00
	Palmeto Bluff	Kevan Hanowski	USD 19 Village Park Square Bluffton SC 29910 USA KHANOWSKI@mccarthy.ca	228,648.43
	Protech Insurance (Ticket Guardian)	Finance Department	USD 3424 Via Oporto, Suite 204 Newport Beac CA 92663 USA finance@protecht.io	10,000.00
	Retail Council of Canada	Mary Markou	1881 Yonge Street, Suite 800 Toronto ON M4S 3C4 npatel@retailcouncil.org	1,130.00
	The T1 Agency Ltd - Visa	Samantha Pang	Suite 101, 10 Alcorn Avenue Toronto ON M4V 3A9 samantha.pang@thet1agency.com; info@thet1agency.com	11,339.81
	Vault Credit Corporation	Gilbert Gouda	Equipment Lease 5-41 Scarsdale Rd. Toronto ON M3B 2R2 Fax: (416) 499-6200 ggouda@vaultcredit.ca	
	WorkSafeBC - Collections Department		PO Box 5350 Stn. Terminal Vancouver BC V6B 5L5 Fax: (604) 244-6373	

**FORM 31**  
**Proof of Claim**

(Section 50.1, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 81.5, 81.6, 102(2), 124(2), 128(1),  
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

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

\_\_\_\_\_

In the Matter of the Bankruptcy (or Proposal, or Receivership) of \_\_\_\_\_  
(Name of debtor) of \_\_\_\_\_ (city and province)  
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)).
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 bankruptcy (or the date of the receivership, or in the case of a proposal, the date of the notice of intention or of the proposal, if no notice of intention was filed), namely the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 a securities firm customer as contemplated by Section 262 of the Act)*

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

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

( ) Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

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

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

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

( ) **C. SECURED CLAIM OF \$\_\_\_\_\_**

That in respect of this debt, I hold assets of the debtor valued at \$\_\_\_\_\_ as security, particulars of which are as follows:

*(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)*

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

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

**E. CLAIM BY WAGE EARNER OF \$\_\_\_\_\_**

- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$\_\_\_\_\_.
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$\_\_\_\_\_.

**F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$\_\_\_\_\_.**

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$\_\_\_\_\_.

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$\_\_\_\_\_.

**G. CLAIM AGAINST DIRECTOR \$\_\_\_\_\_.**

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

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:  
*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

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

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

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

5. That, to the best of my knowledge, I am (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.

6. That the following are the payments that I have received from, 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 subsection 2(1) of the Act: *(Provide details of payments, credits and transfers at undervalue.)*

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

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 \_\_\_\_\_, 20\_\_.

*(City) (Date) (Month)*

\_\_\_\_\_  
 Creditor

\_\_\_\_\_  
 Witness

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**WARNINGS:** A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

**NOTE:** If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

**FORM 36**

**GENERAL PROXY**

(Where A Creditor is a Corporation, the Proxy Must be Completed and Signed in the Corporate Name)

IN THE MATTER OF THE BANKRUPTCY / PROPOSAL / RECEIVERSHIP OF:

\_\_\_\_\_  
(Name of Debtor)

WE, \_\_\_\_\_, of the City of \_\_\_\_\_ in the Province of \_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_, a creditor in the above matter, hereby appoint

\_\_\_\_\_ of the \_\_\_\_\_  
(Name of Proxy) (City & Province)

to be our general proxy in the above matter except as to the receipt of dividends with / without power to appoint another general proxy in our place.

Dated at the City of \_\_\_\_\_, in the Province of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature of Proxy Grantor)

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. B200708  
Estate No. 11-2693481

## FORM 37

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

In the Matter of the Proposal of  
EZX EVENT TICKETING INC.  
of the city of Vancouver  
in the Province of British Columbia

I, \_\_\_\_\_, creditor (or I, \_\_\_\_\_, representative of \_\_\_\_\_, creditor), of \_\_\_\_\_, a creditor in the above matter for the sum of \$ \_\_\_\_\_, hereby request the trustee acting with respect to the proposal of EZX EVENT TICKETING INC., to record my vote \_\_\_\_\_ (for or against) the acceptance of the proposal as made on the 29th day of December 2020.

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

Per \_\_\_\_\_

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

Return To:

McEown and Associates Ltd. - Licensed Insolvency Trustee

Per:

\_\_\_\_\_  
John McEown - Licensed Insolvency Trustee  
110 - 744 West Hastings Street  
Vancouver BC V6C 1A5  
Phone: (604) 558-8020 Fax: (604) 558-8021  
E-mail: [mt@mceownassociates.ca](mailto:mt@mceownassociates.ca)

## INSTRUCTIONS FOR COMPLETING PROOFS OF CLAIM

This checklist is provided to assist you in preparing a proof of claim form, and where required, proxy form in a complete and accurate manner. Please specifically check each requirement. **CLAIMS NOT COMPLETED CORRECTLY IN EVERY RESPECT WILL BE RETURNED.**

### GENERAL

- \* The signature of a witness is required.
- \* The claim must be signed personally by the **individual** completing this declaration.
- \* Give the complete address where all notices or correspondence is to be forwarded.
- \* The amount on the Statement of Account must correspond to the amount on the proof of claim.

### PARAGRAPH (1)

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

### PARAGRAPH (3)

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

### PARAGRAPH (4)

- \* An unsecured creditor must strike out sub-paragraphs B, C, D and E.
- \* A preferred creditor (as allowed by section 136 of the *Bankruptcy and Insolvency Act*) must strike out sub-paragraphs B, C, D and E and must complete sub-paragraph A by checking the appropriate description.
- \* A secured creditor must strike out sub-paragraphs A, B, D and E and must complete sub-paragraph C and provide a certified true copy of the security instrument as registered.
- \* A farmer, fisherman or aquaculturist must strike out sub-paragraphs A, B, C and E. A claim by a farmer, fisherman or aquaculturist must attach a copy of the sales agreement and delivery documents.

### PARAGRAPH (5)

- \* All claimants must indicate if he or she is related or not to the debtor, as defined in Section 4 of the *Bankruptcy and Insolvency Act*, by striking out "AM" or "AM NOT".

### PARAGRAPH (6)

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

**PREFERRED CLAIMS  
SECTION 136 (CONDENSED)**

**ORDER OF DISTRIBUTION (Subject to secured creditors)**

- (1) The cost of administration of the estate.
  - (a) The expenses and fees of the Trustee
  - (b) Legal costs of the estate
- (2) Wages, salaries and commissions for services rendered in the six months preceding the bankruptcy, to a maximum of \$2,000 per person, together with expenses of a traveling salesman incurred in this same period to a maximum of \$1,000.
- (3) Municipal taxes assessed within two years preceding the bankruptcy which do not constitute a charge on real property, restricted to the value of the bankrupt's interest in the property.
- (4) The Landlord for arrears of rent for a period of three months preceding the bankruptcy, and accelerated rent for a period not exceeding three months subsequent to the bankruptcy, if provision is made in the lease. The Landlord's preferred claim is limited to the proceeds from the sale of the assets on the premises under lease at the date of the bankruptcy and any payments made by the Trustee on account of accelerated rent shall be credited by the Landlord against the amount payable by the Trustee for occupation rent.
- (5) One solicitor's bill of costs, including sheriff's fees and land registration fees, shall be payable to the creditor who has first attached by way of garnishment or lodged with the sheriff an attachment, execution or other process against the property of the Bankrupt.
- (6) Claims resulting from injuries to employees of the Bankrupt to which the provision of Workers' Compensation Act do not apply, but only to the extent of monies received from persons or companies guaranteeing the Bankrupt against damages resulting from such injuries, such as liability insurance policies.

A creditor whose rights are restricted by this Section is entitled to rank as an unsecured creditor for any balance of his claim.