



Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada Limited
20 Wellington Street E, Suite 500
Toronto ON M5E 1C5 Canada

April 10, 2023

To the Creditors of Darwin Foods Inc. o/a The Hungry Dragon (“**Darwin**”)

Please take notice that on April 5, 2023, Darwin filed a Proposal (the “**Proposal**”) pursuant to s.50.4(1) of *the Bankruptcy and Insolvency Act (Canada)* (“**BIA**”) and BDO Canada Limited (“**BDO**”) has consented to act as Proposal Trustee. Please find enclosed the following:

- A. Notice of Proposal to Creditors, dated April 10, 2023;
- B. Proposal, dated April 5, 2023;
- C. Company’s Statement of Affairs;
- D. Trustee’s Report on Proposal, dated April 5, 2023 ;
- E. Proof of Claim Form including instructions on how to complete;
- F. Proxy Form; and
- G. Voting Letter Form;

The general meeting of the creditors will be held on Tuesday, April 25, 2023 at 10:00 o’clock in the forenoon (Toronto time). The meeting can be attended in person or virtually at:

BDO Canada Limited
20 Wellington St. East, Suite 500
Toronto, Ontario

Virtual meeting details can be requested when a Proof of Claim is filed or by contacting our office at the number below.

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 claims, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting and can be sent to jhue@bdo.ca.

Should you have any further questions, please contact Jessie Hue directly at 647-577-4366.

Yours very truly,
BDO CANADA LIMITED
Trustee in re: the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
Per:

Koroneos, Digitally signed by Koroneos,
Anna
DN: cn=Koroneos, Anna, email=
akoroneos@bdo.ca
Date: 2023.04.10 10:12:13 -04'00'
Anna

Anna Koroneos, CIRP, LIT
Director
Business Restructuring & Turnaround Services
Encl.

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2920076
Estate No. 32-2920076

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

In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario

Take notice that Darwin Foods Inc. of the Town of Oakville in the Province of Ontario 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 25th day of April 2023 at 10:00 AM at 20 Wellington St E, Suite 500, Toronto, ON. Virtual meeting details may be requested when a Proof of Claim is filed or by contacting the Proposal Trustee. 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 Toronto in the Province of Ontario, this 10th day of April 2023.

BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency Trustee

Koroneos,
Anna

Digitally signed by Koroneos,
Anna
DN: cn=Koroneos, Anna, email=
akoroneos@bdo.ca
Date: 2023.04.10 10:12:59 -04'00'

20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

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

District of: Ontario
Division No.: 09- Mississauga
Court File No: 32-2920076
Estate No.: 32-2920076

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

**IN THE MATTER OF THE PROPOSAL OF
DARWIN FOODS INC.
OF THE TOWN OF OAKVILLE
IN THE PROVINCE OF ONTARIO**

PROPOSAL

APRIL 5, 2023

Darwin Foods Inc. o/a The Hungry Dragon (hereinafter referred to as the “**Company**” or the “**Debtor**”) hereby submits the following Proposal under the provisions of the *Bankruptcy and Insolvency Act*.

Definitions

1. In this Proposal:

- (a) “**Act**” means the *Bankruptcy and Insolvency Act* (Canada) as it may be amended from time to time.
- (b) “**Administrative Fees and Expenses**” means:
 - (i) the proper fees and expenses of the Trustee incidental to the preparation and facilitation of the Proposal and any amendments thereto, including its legal fees and disbursements, if any; and
 - (ii) the legal fees and disbursements incurred by the Company, incidental to the preparation and facilitation of the Proposal and any amendments thereto, and those of the Trustee on and incidental to negotiations in connection with the

acceptance and approval of the Proposal, court proceedings relating to this Proposal and the transactions and agreements contemplated.

- (c) “**Approval Order**” means the Court order(s) made under this Proposal approving the Proposal and directing the implementation of the Proposal.
- (d) “**Claim**” means any right of any Person against the Company in connection with any indebtedness, liability or obligation of any kind owed by the Company and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, not matured, disputed, undisputed, legal, equitable, secured, unsecured, 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 of contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and any indebtedness, liability or obligation of any kind arising out of the repudiation, restructuring or termination of any contract, lease, license, equipment lease, employment relationship or other agreement after the Filing Date, or any claims that may arise under any contract, lease, license, equipment lease, employment relationship or other agreement which may arise as a result of the insolvency of the Company, including any other indebtedness, liability or obligation of any kind that, if unsecured, preferred or secured, would be a debt provable in bankruptcy within the meaning of the Act.
- (e) “**Claims Bar Date**” shall mean the date which is 30 days from the date on which the Trustee mailed to the Creditors the prescribed notice pursuant to Section 149 of the Act.
- (f) “**Court**” means the Ontario Superior Court of Justice (Bankruptcy Court).
- (g) “**Court Approval**” means the approval of the Proposal by the Court pursuant to a final and enforceable order which has become final as a result of the appeal period having expired without there having been an appeal, or an appeal having been lodged and the order approving the Proposal having been confirmed or the appeal withdrawn or dismissed.

- (h) “**Court Approval Date**” means the date upon which the Court Approval occurs.
- (i) “**Creditor**” means any person having a Claim being secured, preferred or unsecured whose claim arose by:
 - (i) reason of the supply of goods or services to or for the account of the Company prior to the Filing Date;
 - (ii) reason of the loaning of money to the Company on an unsecured or secured basis;
 - (iii) in the case of executory contracts, whose Claims have arisen subsequent to the Filing Date as a result of the restructuring, repudiation or termination of such contracts;
 - (iv) whose Claims arose by any other reason prior to the Filing Date; or
 - (v) whose Claims have been assessed as having a nil value for purposes of this Proposal.
- (j) “**Creditors’ Meeting**” means the special meeting of the Creditors called for the purpose of considering and voting upon the Proposal.
- (k) “**Creditors’ Meeting Date**” means Tuesday April 25, 2023 at 10:00 in the forenoon (Toronto time), or such other date and time as may be called by the Trustee, but in any event shall be no later than twenty-one (21) days following the date of this Proposal.
- (l) “**Director**” means the sole Officer and Director of the Company, specifically Sandra Stoyan (aka Sandi Stoyan or Sanora Stoyan).
- (m) “**Distribution Date**” means those dates selected by the Trustee, in its sole discretion, as soon as practical following the later of:
 - (i) the date on which all disputed claims, if any, have been finally determined; and

- (ii) following the expiry of the Claims Bar Date, the date when the Certificate of Full Performance is issued the Debtor, or such later date as is reasonably practicable.
- (n) **“Filing Date”** means March 9, 2023, being the date upon which the Company filed its Notice of Intention to Make a Proposal under the Act.
- (o) **“Inspectors”** means the Inspectors described in paragraph 20 hereof.
- (p) **“Lessors”** means secured creditors who hold valid equipment leases for equipment used in the Company’s business wherein payments will continue, throughout the Proposal period.
- (q) **“Mandatory Payments”** means payments in respect of all claims required for approval of the Proposal pursuant to section 60 of the Act.
- (r) **“Person”** means any individual, partnership, joint venture, trust, Company, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted.
- (s) **“Preferred Claim”** means any Claim for which Section 136 of the Act prescribes payment in priority to ordinary Unsecured Claims.
- (t) **“Preferred Creditor”** means a Creditor of the Company having a Preferred Claim.
- (u) **“Proposal”** means this Proposal, as varied, amended, modified or supplemented in accordance with the provisions hereof and the BIA.
- (v) **“Proposal Fund”** means the net proceeds from the funds paid to the Trustee by the Company, of \$5,000 a month over 30 months totaling \$150,000 before deducting any payments for Administrative Costs.
- (w) **“Proven Claim”** means any Claim in respect of which a proof of claim:
 - (i) has been filed with and allowed by the Trustee; or

- (ii) has been filed with the Trustee and valued or determined in accordance with the provisions of the Act;

provided however, that a Proven Claim shall not include a Claim:

- (i) by any Person who has received written notification from the Trustee that the Claim has not been filed on a timely basis; or
 - (ii) in respect of which a proof of claim has not been filed within 30 days of the date on which the Trustee mailed to the Creditor having such Claim a notice pursuant to Section 149 of the Act.
-
- (x) “**Released Parties**” means each and every present and former director, officer or manager of the Company.
 - (y) “**Secured Creditors**” means parties secured under the Personal Properties Securities Act (PPSA) and hold security over the leased assets.
 - (z) “**Teams**” is an internet protocol telephony service that enables, among other things, free video chat and videoconferencing via desktop computers, notebook and tablet computers and other mobile devices, including mobile phones.
 - (aa) “**Trustee**” means BDO Canada Limited or its duly appointed successor or successors, in its capacity as Trustee under the Proposal, and not in its personal capacity, and without any personal or corporate liability.
 - (bb) “**Voting Letter**” shall mean the voting letter required by Section 51(1) of the Act to be mailed to each known Creditor prior to the Creditors’ Meeting.

Consent of Trustee

2. The Trustee hereby consents to the filing of this Proposal made by the Company.

Purpose of Proposal

3. The purpose of this Proposal is to effect a restructuring of the business and affairs of the Company in the expectation that all Creditors will derive a greater benefit from the continued post-pandemic operations of the Company than it would in a forced liquidation of its assets, of which, the great majority are leased assets, resulting in an anticipated nil recovery should a bankruptcy of the Company occur. This Proposal restructures the affairs of the Company. During the term of the Proposal, and provided that an event of default has not occurred and is continuing hereunder, all Creditors will be stayed from commencing or continuing any proceeding or remedy against the Company 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 the Company in respect of a Claim or to commence any formal proceedings against it other than as provided for under this Proposal or the Act.

The Approval Order will be binding on the Company and all Creditors.

Secured Creditors

4. With the exception of Secured Creditors that hold equipment leases for equipment used by the Company in its business, all other parties that have amounts owing shall be included as Creditors in this Proposal in the same class and share in the distribution of the Proposal Fund.

Proposal for Creditors

5. With the exception of Secured Creditors, as defined, all other parties shall be considered Creditors and shall form part of a single class of Creditors for voting and distribution purposes.

6. On the Distribution Date(s), the Trustee will pay to the Creditors, in full and final payment and settlement of their Proven Claim without interest or penalty, the following amounts:

- (a) Creditors will be paid approximately 15% of their Proven Claim, as provided for in paragraphs 10 and 11 below, subject to deduction of the Superintendent of Bankruptcy's levy payable under the Act in respect thereof of not more than 5% of the distribution amount.

- (b) Creditors will accept the payments provided paragraph 6(a) in complete satisfaction of all their Claims and all liens, certificates of pending litigation, executions, security interests or any other similar charges or actions or proceedings in respect of such Claims will have no effect in law or in equity against the property, assets and undertaking of the Company all of which shall be released upon payment of the amounts provided for in this Part. The Creditors shall take such actions and do such other things as are necessary, at their sole cost, to file or record any required discharges of any of the foregoing.

Mandatory Payments to be made outside of the Proposal Fund

7. Amounts owing to:

- (a) His Majesty in Right of Canada or a province, as enumerated in Section 60 (1.1) of the Act, shall be paid in full within six (6) months of the Court Approval Date;
- (b) employees and former employees, if any, that they would have been qualified to receive payment under Section 136(1)(d) of the Act if the Company became bankrupt on the Filing Date, shall be paid immediately following Court Approval; and
- (c) the regulator of any federal or provincial regulated pension plan or any pension administrator appointed by the regulator to wind up the Pension Plan, for amounts that remain unpaid to the fund established for the purpose of the Pension Plan and are required to be paid in full as enumerated in Section 60 (1.5) of the Act.

will be paid directly by the Company, if any.

8. For the purposes of this Proposal, Administrative Fees and Expenses incurred or accrued as at and after the date of the filing of this Proposal, will be paid from the Proposal Fund in priority to all Claims of the Creditors.

Proposal Fund

9. The Company shall remit \$5,000 monthly to the Trustee for thirty (30) months in order to fund the Proposal. The Company's cash flow allows for this payment. The total Proposal Fund is estimated to be \$150,000.

10. The Trustee will distribute the Proposal Fund in the following order:
- (a) payment of Administrative Fees and Expenses incurred or accrued as at and after the date of the filing of this Proposal;
 - (b) payment of the remaining funds to Creditors who have a Proven Claim; and
 - (c) the balance, if any, shall be returned to the Company.
11. Any such payments made by the Trustee to Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

Stay of Proceedings

12. During the administration of this Proposal, each Creditor will be stayed from commencing or continuing any proceeding or remedy against any of the Company's Directors in accordance with Section 69.31 of the Act and the Company or its property based upon a Claim existing on or before the Filing Date, or whose Claim has arisen after the Filing Date as a result of the termination, repudiation or restructuring of any contract, lease, license, equipment lease, employment relationship or other agreement after the Filing Date including, without limitation, any proceeding or remedy to recover payment of such Claim, to realize against any security granted in respect of such Claim, to recover or enforce a judgment against the Company in respect of such Claim or to initiate any proceedings against it under any applicable bankruptcy, insolvency or other laws in respect of such Claim, other than an application or proceeding in connection with this Proposal.

Allowance or Disallowance of Claims by the Trustee

13. Upon receipt of a completed Proof of Claim, the Trustee shall examine the proof of claim and shall allow or disallow same and shall notify each Creditor whose claim is disallowed in whole or in part of the amount of its Proven Claim, all in accordance with the provisions of the Act.

Creditors Meeting

14. On the Creditors' Meeting Date, the Proposal Trustee shall hold the Creditors' Meeting in order for the Creditors to consider and vote upon the Proposal.

Time and Place of the Meeting

15. Unless otherwise ordered by the Court, the Creditors' Meeting shall be held via Teams on April 25, 2023 at 10:00 o'clock in the forenoon (Eastern Standard Time) and confirmed in the notice of meeting to be mailed pursuant to the Act. All Proofs of Claim shall be delivered in accordance with the provisions of the Proposal, the Act and any Order which may be issued by the Court in respect of the procedure governing the Creditors' Meeting.

Voting by Creditors

16. To the extent provided for herein, each Creditor will be entitled to vote to the extent of the amount which is equal to the Creditor's Proven Claim.

Approval by Creditors

17. In order that the Proposal be binding on all of the Creditors of the Company in accordance with the Act, it must first be accepted by the Creditors as prescribed by the Proposal by a majority in number of the Creditors who vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter, and by a numerical majority which represents two-thirds in value of the Proven Claims or the Creditors who actually vote upon the Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter.

Valuation of Claims

18. The procedure for valuing claims of Creditors and resolving disputes with respect to such Claims will be as set forth in paragraph 13 of this Proposal and the Act. The Company and/or the Trustee reserve the right to seek the assistance of the Court in valuing the Claim of any Creditor, if required to ascertain the result of any vote on the Proposal or the amount payable or to be distributed to such Creditor under the Proposal, as the case may be.

19. For the purposes of this Proposal, Creditors will receive the treatment provided in this Proposal on account of their Claims. Notwithstanding any other provisions of this Proposal, if any claim is disputed or disallowed, the Trustee shall not make any payments on account of the disputed or disallowed Claim; however, the Trustee may nevertheless make provisions for payments in that regard by retaining sufficient

funds to pay such a disputed or disallowed Claim until such Claim is either recognized as a valid Claim (in accordance with the process and timing provided for in the Act for appealing disallowances of Claims) or further arrangements are made by the Trustee, with the approval of the Inspectors, with respect to the valuation and / or treatment of such Claim.

Meeting of Creditors

20. At the Creditors' Meeting the Creditors may appoint one or more but not exceeding five persons to act as Inspectors, whose powers shall be limited to:

- (a) advising the Trustee from time to time with respect to any matter that the Trustee may refer to them;
- (b) advising the Trustee concerning any dispute which may arise as to the validity of Claims of Creditors;
- (c) authorizing interim payments from the Proposal Fund;
- (d) authorizing an extension of time for payments due to the Creditors pursuant to this Proposal;
- (e) reviewing any default in the performance of the Proposal by the Company and waiving any such default, if in their opinion it is advisable to do so;
- (f) approving the Trustee's final accounts in respect of all receipts and disbursements relating to the administration of this Proposal;
- (g) any decision, direction or act of the Inspectors may be referred to the Court by the Trustee and the Court may confirm, reverse or modify the decision, direction to act and make such Order as it thinks just; and
- (h) the authority and term of office of the Inspectors will terminate upon the Trustee having obtained the approval of the Inspectors to its final accounts in respect of all receipts and disbursements relating to the administration of this Proposal.

Claim Bar

21. Creditors wishing to assert a Claim shall deliver to the Trustee a Proof of Claim on or before the Claims Bar Date.

22. All Creditors who do not deliver to the Trustee a Proof of Claim on or before the Claims Bar Date shall be forever extinguished and barred from and after said time and all such Creditors shall be deemed to have fully and finally released all such Claims against the Company and the Proposal Fund.

Goods or Services Given After Filing Date

23. All Post-Filing Claims shall be paid in full in the ordinary course of business by the Company. The Company agrees that the Trustee shall not in any case be responsible for ensuring that payment is duly made pursuant to this paragraph 23 and to all those persons supplying goods or services which were supplied after the Filing Date. All Creditors hereby release and forever discharge the Trustee from any and all liability relating to the Company's non-payment of any liabilities under this paragraph.

Trustee

24. The Trustee may apply for its discharge from its obligations under the terms of this Proposal and the Proposal will be "fully performed" for the purposes of Section 65.3 upon the earlier of:

- (a) Payment in full of all claims referred to in paragraph 7 hereof; and
- (b) Receipt of the full Proposal Fund from the Company.

25. The Trustee is acting in its capacity as Trustee under this Proposal, and not in its personal capacity and shall not be responsible or liable for any obligations of the Company.

Amendment

26. This Proposal may be amended by the Company with the consent of the Trustee at any time prior to the conclusion of the meeting of Creditors called to consider the Proposal, provided that any amendment made pursuant to this paragraph shall not reduce the rights and benefits given to the Creditors under the

Proposal before any such amendment, and provided further that any and all amendments shall be deemed to be effective as of the Filing Date of the Proposal.

Release of Director

27. Upon receipt by the Proposal Trustee of total Proposal Funds, the Released Parties shall be released and discharged by all Creditors from all Claims, which any Creditors may have or have been entitled to assert against any of the Released Parties for which they would be, by law, liable in their capacity as Directors, for the payment of such Claims, provided that nothing herein shall release or discharge any of the Released Parties from Claims that:

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

Other Matters

28. Sections 91 to 101 of the Act, and any other statute dealing with creditors' rights, shall not apply to any dealings by the Company.

29. The Claims of all Creditors that are payable in a currency other than Canadian currency, if any, shall be converted to Canadian currency according to the exchange rate as at the Filing Date.

Further Actions

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

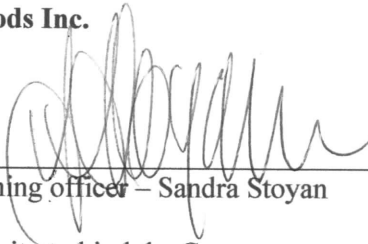
Performance Certificate

31. The Trustee will give the Company and the Official Receiver the certificate provided for in Section 65.3 of the Act on the date that all payments hereunder have been made.

DATED AT Oakville, Ontario this 5th day of April, 2023

Darwin Foods Inc.

Per: _____


Signing officer – Sandra Stoyan

I have authority to bind the Company

The filing of this Proposal is consented to by BDO Canada Limited, in its capacity as trustee *in re* the Proposal of Darwin Foods Inc. and not in its personal capacity:

BDO Canada Limited, in its capacity as trustee
in re the Proposal of Company and not in its personal capacity

Per: _____

**Parisi,
Josie**

Digitally signed by Parisi, Josie
DN: cn=Parisi, Josie,
email=JParisi@bdo.ca
Date: 2023.04.05 14:38:42 -
04'00'

Signing officer

I have authority to bind the Trustee

District of: Ontario
 Division No. 09 - Mississauga
 Court No. 32-2920076
 Estate No. 32-2920076

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
 Darwin Foods Inc. o/a The Hungry Dragon
 of the Town of Oakville, in the Province of Ontario

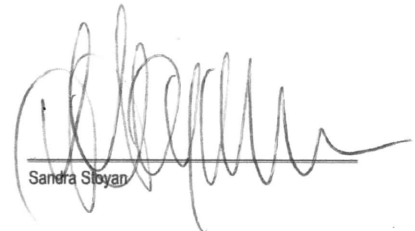
To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 9th day of March 2023. 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"	192,375.28	1. Inventory	1.00
Balance of secured claims as per list "B"	258,843.38	2. Trade fixtures, etc.	275,284.76
Total unsecured creditors	451,218.66	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	276,441.38	Good	0.00
3. Preferred creditors as per list "C"	6,989.24	Doubtful	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00	Bad	0.00
Total liabilities	734,649.28	Estimated to produce	0.00
Surplus	NIL	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	1,154.62
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	0.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	1.00
		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	276,441.38
		Deficiency	458,207.90

I, Sandra Stoyan, of the City of Oakville in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 5th day of April 2023 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) remotely by Sandra Stoyan stated as being located in the Town of Oakville in the Province of Ontario before me at the City of Toronto in the Province of Ontario, on this 5th day of April 2023 in accordance with provincial Regulation on Administering Oath or Declaration Remotely.


 Sandra Stoyan

District of: Ontario
 Division No. 09 - Mississauga
 Court No. 32-2920076
 Estate No. 32-2920076

FORM 78 – Continued

In the Matter of the Proposal of
 Darwin Foods Inc. o/a The Hungry Dragon
 of the Town of Oakville, in the Province of Ontario

List "A"
 Unsecured Creditors

Darwin Foods Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Accu Holdings Inc. Attn: Preet Gill	1899 Ironoak Way Oakville ON	89,002.05	0.00	89,002.05
2	BMO Financial Group c/o BankruptcyHighway.com Attn: Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2	0.00	258,843.38	258,843.38
3	Business Development Bank of Canada - Mississauga Attn: Bankruptcy Department 147155-02	121 King Street West, Suite 1200 Toronto ON M5H 3T9	43,160.00	0.00	43,160.00
4	CRA - Tax - Ontario 842409252 RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	60,212.23	0.00	60,212.23
5	Export Development Canada	150 Slater Street Ottawa ON K1A 1K3	1.00	0.00	1.00
Total:			192,375.28	258,843.38	451,218.66

05-Apr-2023

Date



Sandra Stoyan

District of: Ontario
 Division No. 09 - Mississauga
 Court No. 32-2920076
 Estate No. 32-2920076

FORM 78 -- Continued

In the Matter of the Proposal of
 Darwin Foods Inc. o/a The Hungry Dragon
 of the Town of Oakville, in the Province of Ontario

List "B"

Secured Creditors

Darwin Foods 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	Accord Small Business Finance Corp.	300-889 Harbourside Dr North Vancouver BC V7P 3S1	108,879.00	Business Assets - Trade Fixtures - Equipment	01-Dec-2020	108,879.00		
2	BMO Financial Group c/o BankruptcyHighway.com Attn: Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2	260,000.00	Cash on hand - Cash in Bank - BMO Business Assets - Stock In Trade - inventory Other - Leasehold improvements	01-Sep-2020 24-Dec-2020 01-Sep-2020	1,154.62 1.00 1.00		258,843.38
3	Bodkin Leasing Corporation 50008919	102 - 1465 North Service Rd E Oakville ON L6H 1A7	50,137.47	Business Assets - Trade Fixtures - Bodkin lease	01-Jan-2021	50,137.47		
4	CLE CAPITAL INC. 231610	3390 South Service road Burlington ON L7N 3J5	52,597.86	Business Assets - Trade Fixtures - CLE Lease 1	01-Jan-2021	52,597.86		
5	CLE Leasing Attn: Collections Department 363942	301 - 3390 South Service Road Burlington ON L7N 3J5	3,909.43	Business Assets - Trade Fixtures - CLE Lease 2	01-Jan-2021	3,909.43		
6	CWB National Leasing Inc./ (formerly National Leasing Group Inc) Attn: Bankruptcy Designate 2977742, 3027465	1525 Buffalo Pl Winnipeg MB R3T 1L9	59,761.00	Business Assets - Trade Fixtures - CWB leases 2988842 2988842	01-Jan-2021	59,761.00		
Total:			535,284.76			276,441.38	0.00	258,843.38

05-Apr-2023

Date



Sandra Stoyan

District of: Ontario
 Division No. 09 - Mississauga
 Court No. 32-2920076
 Estate No. 32-2920076

FORM 78 – Continued


In the Matter of the Proposal of
 Darwin Foods Inc. o/a The Hungry Dragon
 of the Town of Oakville, in the Province of Ontario
 List "C"
 Preferred Creditors for Wages, Rent, etc.

Darwin Foods 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
1	CRA - Tax - Ontario 842409252 RP0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9		-	6,989.24	0.00	6,989.24
Total:					6,989.24	0.00	6,989.24

05-Apr-2023

Date



Sandra Stoyan

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2920076
Estate No. 32-2920076

FORM 78 – Continued

In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario
List "D"
Contingent or Other Liabilities

Darwin Foods 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		

05-Apr-2023

Date



Sandra Stoyan

District of: Ontario
 Division No. 09 - Mississauga
 Court No. 32-2920076
 Estate No. 32-2920076

FORM 78 – Continued

In the Matter of the Proposal of
 Darwin Foods Inc. o/a The Hungry Dragon
 of the Town of Oakville, in the Province of Ontario
 List "E"
 Debts Due to the Debtor
 Darwin Foods 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
				0.00				
			Total:	0.00			0.00	
				0.00				

05-Apr-2023

Date



Sandra Stoyan

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2920076
Estate No. 32-2920076

FORM 78 - Continued

In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario
List "F"

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

Darwin Foods 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	

05-Apr-2023

Date



Sandra Stoyan

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2920076
Estate No. 32-2920076

FORM 78 – Continued

In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario
List "G"
Real Property or Immovables Owned by Debtor

Darwin Foods Inc.

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

05-Apr-2023

Date



Sandra Stoyan

District of: Ontario
 Division No. 09 - Mississauga
 Court No. 32-2920076
 Estate No. 32-2920076

FORM 78 – Concluded

In the Matter of the Proposal of
 Darwin Foods Inc. o/a The Hungry Dragon
 of the Town of Oakville, in the Province of Ontario
 List "H"
 Property
 Darwin Foods Inc.
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		inventory	1,500.00	1.00
(b) Trade fixtures, etc.	Possession of bankrupt	Bodkin lease CLE Lease 1 CWB leases 2988842 2988842 CLE Lease 2 Equipment	50,137.47 52,597.86 59,761.00 3,909.43 108,879.00	50,137.47 52,597.86 59,761.00 3,909.43 108,879.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			1,154.62	1,154.62
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Leasehold improvements	522,295.00	1.00
			Total:	276,441.38

05-Apr-2023

Date

Sandra Stoyan

Court No. 32-2920076

Estate No. 32-2920076

In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

Trustee: Josie Parisi

License: 3267

Email: jparisi@bdo.ca

BDO Canada Limited / BDO Canada Limitée -
Licensed Insolvency Trustee
20 Wellington St E, Suite 500
Toronto ON M5E 1C5
Phone: (416) 865-0210 Fax: (416) 865-0904

IN THE MATTER OF THE PROPOSAL OF

**DARWIN FOODS INC.
OF THE TOWN OF OAKVILLE
IN THE PROVINCE OF ONTARIO**

**Trustee's Report on the Proposal
(Sections 50(10)(b) and 50(5) of the Bankruptcy and Insolvency Act)**

This report provides an outline of the background and financial position of Darwin Foods Inc. (“**DFI**” or the “**Company**”), including relevant information that should be of assistance to the creditors in considering their position with respect to the Proposal being voted on.

Enclosed are the following documents:

- Notice of Proposal to Creditors.
- Proposal of DFI, filed under Part III, Division I of the *Bankruptcy and Insolvency Act* (“**BIA**”) with BDO Canada Limited (“**BDO**”) and with the Office of the Superintendent of Bankruptcy on April 5, 2023;
- The Company’s statement of affairs sworn on April 5, 2023;
- A Proof of Claim form and general Proxy; and
- Voting Letter

In preparing this report, BDO (the “**Proposal Trustee**”) has relied upon unaudited financial information provided by the Company’s representative, and discussions with the Company’s management. The Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information.

Unless otherwise stated, monetary amounts contained herein are expressed in Canadian dollars.

SECTION A – INTRODUCTION AND BACKGROUND

DFI was incorporated under the *Ontario Business Corporation Act* (OBCA) in October 2009. Since January 2020 DFI has operated as The Hungry Dragon and is currently located at 1911 Ironoak Way (having changed location in 2019), Oakville, Ontario (“**Hungry Dragon**”). DFI previously operated as Mickey’s Dragon Pizza, in Mississauga, Ontario.

Hungry Dragon was planned for and created just prior to the Covid-19 pandemic. It is known for its deep-dish style pizza and has eat-in and take-out options. According to the Company's website, main food items are pizza, burgers, and craft beer.

The assets of DFI consist of primarily leased restaurant equipment. The sole director and officer, Sandra Stoyan ("**Sole Director**"), has used significant personal funds to keep DFI operating with a view of post pandemic success. The Sole Director has also personally guaranteed all the leases and other debt, however, without the success of this Proposal and continued operations the Sole Director has no income and has no personal assets.

Insolvency Proceedings

The Company's Notice of Intention to Make a Proposal ("**NOI**") was filed on March 9, 2023, pursuant to Subsection 50.4(1) of the BIA. BDO was named as Trustee in the NOI proceedings.

The Company's 13-week cash flow for the period March 17, 2023 through June 17, 2023 was filed with the Office of the Superintendent of Bankruptcy Canada ("**OSB**") on March 18, 2023.

On April 5, 2023 the Company's Proposal was filed with the Trustee and the OSB.

SECTION B: SUMMARY OF PROPOSAL

This section contains a brief summary of the Proposal, the terms of which would be effective if, among other things:

- the creditors vote for the acceptance of the Proposal by a majority in number and two thirds in value in a single class of all creditors present, in person or by proxy, at the meeting and voting on the resolution; and
- the Proposal is approved by the Court ("**Court Approval**"), in accordance with the provisions of the BIA.

The Proposal provides for the restructuring of the Company's liabilities through a distribution to the Proven Creditors. The Proposal funds will consist of monthly payments from DFI to the Proposal Trustee, in the amount of \$5,000 for thirty (30) consecutive months (the "**Proposal Fund**"). The Proposal Trustee anticipates two distributions during the administration, one interim distribution at 15 months (June 2024) and a final distribution at the completion of the administration following the final payment to the Proposal Fund. A summary of the Proposal is set out below.

1. The Proposal Fund is to be paid into the Proposal Trustee's trust account by the 15th day of each month for thirty consecutive months, ending on September 15, 2025 and is to be distributed by the

Proposal Trustee in accordance with the distribution scheme established by the Proposal Trustee and in full and final satisfaction of all Proven Claims, and all creditors shall be fully compromised pursuant to the Proposal.

2. The Proposal Fund shall be paid by the Trustee, as follows:
 - a. Firstly, in an amount sufficient to pay in full on the Administrative Fees and Expenses of the Proposal Trustee. The remaining funds will be referred to as the 'Distribution Fund';
 - b. To each creditor who holds a Proven Claim, a cash distribution equal to the admitted amount of each Proven Claim, provided that:
 - i. If the total admitted amount of all Proven Claims exceeds the total amount of the Distribution Fund, the Proposal Trustee shall distribute to all Proven Creditors a pro rata cash distribution of the funds remaining in the Distribution Fund. At this time, it is estimated that the Distribution Fund will be approximately 15% should all known creditors file a claim.
3. The Company will pay, outside of the Proposal Fund, the following:
 - i. Deductions taken at source, if owing, from employee payroll to be paid in full within six months following Court Approval.
 - ii. Amounts owing to employees, if any, that they would have qualified to receive payment under Section 136(1)(d) of the BIA if the Company became bankrupt on the Filing Date, to be paid immediately upon Court Approval, if any.
4. Each creditor will be entitled to vote to the extent of the amount that is equal to that Creditor's Proven Claim.
5. At the Creditors' Meeting the creditors may appoint up to five Inspectors.
6. All goods and services supplied to DFI subsequent to the date of the NOI shall be paid for in full in the ordinary course of business by DFI on terms agreed to between DFI and the relevant supplier.
7. Sections 95 to 101 of the BIA and any other related laws do not apply to the Proposal.
8. Immediately following Court Approval, the Company shall pay to any employees and former employees all wages, salaries, commissions or compensation for services rendered up to that date, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in or about DFI's business during the same period, if any are outstanding.

9. Within six months following Court Approval, the Company shall pay in full to His Majesty in Right of Canada or any Province all amounts, outstanding as of the Filing Date provided for in Section 60(1.1) of the BIA.
10. Upon distribution of the Proposal Fund, the Company's Proposal shall have been fully performed and the Proposal Trustee shall issue to DFI and to the Official Receiver, the certificate referred to in section 65.3 of the BIA.
11. Upon payment of the final distribution from the Proposal Fund, the Proposal Trustee shall have discharged its duties as Proposal Trustee and the Proposal Trustee shall be entitled to apply for its discharge as Proposal Trustee hereunder. For greater certainty, the Proposal Trustee will not be responsible or liable for any obligations of DFI before, on or after the date of the NOI and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by the Proposal, except for those acts resulting from gross negligence or willful misconduct.

The description of the Proposal in this Report is a summary only and is provided for the assistance of the creditors. In the event there is any inconsistency between this report and the Proposal, the terms of the Proposal shall govern. Creditors are advised to read the Proposal.

SECTION C: FINANCIAL POSITION AND CAUSES OF DIFFICULTIES

Causes of Insolvency

The worldwide Covid-19 pandemic was declared in March 2020 (“Covid-19”) which caused the Hungry Dragon’s construction and subsequent grand opening to be delayed. Initial projected sales and growth were challenged by lockdowns and limitations.

Prior to Covid-19, one of the challenges DFI faced was the small size of its leased premises. At that time DFI operated as Mickey’s Dragon Pizza and it consistently sold out of all offerings. As a result, DFI made the decision to expand to a larger location with a greater dining capacity.

The initial construction permits were issued in late December 2019, and shortly thereafter, Covid-19 restrictions and lockdowns were mandated, therefore, construction was halted. Historically, DFI, did not offer delivery services and any customers dined in at the six stool counter or picked up orders.

The new location, with a new name, The Hungry Dragon, finally opened on December 8, 2020. The new location has a combined total of 127 seating capacity. However, DFI was unable to seat customers as once opened, the most restrictive lockdowns were in place with no dine-in permitted and curfews reducing take-out hours. The

combination of Covid-19 restrictions, location change and the new trade name severely impacted business' initial operations.

Once open, increasing revenue was difficult to sustain and as payments such as rent, equipment leases and loan payments remained fixed, DFI was unable to gain momentum as a profitable growing business from 2021-2023.

The Sole Director has used personal credit cards and earned wages earned to keep the business afloat for as long as possible.

Accordingly, the Company filed the NOI.

Financial Position

Refer to Sections "L" of this Report.

Operations

The Company continues to operate on a reduced week, Tuesday through Sunday, with a view to increasing hours in the short term. Currently there are two full time staff and ten part time staff who work one to three shifts a week each. The two full time staff include the Sole Director and another family member.

SECTION D: INTERIM RECEIVER

Not applicable since an interim receiver was not appointed.

SECTION E: IDENTIFICATION AND EVALUATION OF ASSETS

A summary of assets based on recent financial information provided by the Company, as well as the Proposal Trustee's estimated liquidation values thereof at the date of the NOI includes leasehold improvements, leased equipment and minimal cash and are set out in Section L below. Section L includes a chart with net book values of the assets and estimated realizations in a bankruptcy scenario.

Based on discussions with the Company and review of reports pursuant to the *Personal Property Securities Act* ("PPSA") conducted as noted above, all the equipment assets are leased, therefore there would be no realizations in a bankruptcy. The buyout of these secured leased assets in a liquidation scenario exceeds their realizable value.

Cash

The Company had a cash balance of \$1,154.62 at the date of the NOI, before satisfying imminent obligations incurred subsequent to the date of the NOI.

Accounts Receivable

Based on financial information provided by the Company, there are no accounts receivable for collection.

Inventory

The Company's food inventory balance at the date of the NOI consisted of mostly perishable goods with a value of less than \$1,500. As a restaurant the Company places weekly orders for its fresh ingredients.

Intangible Assets

We have not allocated any value to the name or website in a liquidation.

SECTION F: CONDUCT OF THE DEBTOR

The Trustee has not, as at the date of this report, conducted a review of the Company's bank statements to determine whether there were any payments to related and unrelated parties in the twelve months and three months, respectively, prior to the date of the NOI which may be considered preferences and subject to review.

SECTION G: CREDITORS' CLAIMS

According to the Company's Statement of Assets and Liabilities as at April 5 2023, and information provided to the Trustee, the Company's creditors consist of the following:

Secured	\$	535,285
Unsecured		<u>192,375</u>
Total*	\$	<u>727,660</u>

*does not include the claim for deductions at source payable by DFI to CRA within 6 months of court approval.

SECTION H: PREVIOUS BUSINESS DEALINGS WITH THE DEBTOR

Not applicable.

SECTION I: INFORMAL MEETINGS WITH MAJOR CREDITORS

Not applicable.

SECTION J: REMUNERATION OF TRUSTEE

The Trustee has received a guarantee and deposit to support the guarantee from the Company in the amount of \$15,000.

The terms of the Proposal provide for payment of Administrative Fees and Expenses, which include the fees and disbursement of the Trustee and legal counsel, from the Proposal Fund.

SECTION K: OTHER

Not applicable.

SECTION L: STATEMENT OF ESTIMATED REALIZATIONS

Proposal Accepted

If the Proposal is accepted, prior to deducting for Administrative Fees and Expenses and taking into account that there are no preferred claims (employee wages, CRA deductions at source) to be paid from the Proposal Fund, it is expected that the total Proposal Fund to be \$150,000. This amount provides for higher recovery for creditors than in a bankruptcy scenario which would result in no recoveries to any creditors without security on leased assets who would in turn take their encumbered equipment. The premises lease would be terminated and inventory, being perishable food items would be disposed. Accordingly, we anticipate an estimated recovery of approximately 15% for creditors with a Proven Claim.

Proposal Not Accepted

If the Proposal is not accepted, DFI would become bankrupt on April 25, 2023 and the Company's unencumbered assets would vest with the Trustee in Bankruptcy. The secured creditors with security over equipment would be subject to their security and the Trustee in Bankruptcy would release the equipment to each identified secured party.

Furthermore, any personal guarantees of the Sole Director (as defined) would result in no recoveries if actioned, as the Sole Director has no personal assets to realize on and the bankruptcy of the Company would result in loss of any ongoing wages as the Sole Director's employment would be terminated upon the Company's bankruptcy.

The estimated realizable value of the Company's assets in a liquidation scenario is described in Section E of this Report and are summarized below.

Asset	Book value	Estimated realizable value in a bankruptcy
Net cash	1,155	1,155
Leasehold improvements	522,295	-
Inventory (note 1)	1,500	-
Leased equipment (note 2)	275,285	- *
(note 3)	\$800,234	\$ 1,155

Notes:

- 1. It is assumed that the inventory is perishable and have little to no value in a sale.**
- 2. All the equipment is leased and would be returned to the lessor.**
- 3. We anticipate that following the return of leased assets and payment of administrative costs, there would be no funds available to the creditors.**

SECTION M: RECOMMENDATION

Based on financial information provided by the Company as set herein, the Proposal Trustee believes that the amount available for distribution to the Company's creditors would be significantly higher if the Proposal is accepted by the Company's creditors, and approved by the Court, than in a bankruptcy scenario where there would be no anticipated funds available to the creditors.

Accordingly, the Trustee recommends that the Proposal be accepted by the Company's creditors in order to allow them to attempt to maximize their return from the Company's indebtedness to them.

SECTION N: PROCEDURES FOR DEALING WITH PROPOSAL AND COMPLETING A PROOF OF CLAIM

In completing the proof of claim form submitted herewith, creditors should only include all amounts outstanding as at March 9, 2023.

It is expressly noted and should be clearly understood that BDO, in its capacity as Proposal Trustee, assumes no personal liability for any claims against the Company before, on or after the filing of the NOI.


Creditors may attend, in person or by proxy, the meeting to consider the Proposal which will be held in person and via telephone conference call, on the **25th day of April 2023 at 10:00 a.m. (EST)** at BDO, 20 Wellington Street East, Suite 500, Toronto, Ontario. Teleconference access to the meeting will be sent upon receipt of

your Proof of Claim or by written request in order for the Proposal Trustee to maintain the attendance list of creditors attending via conference call.

Please note that in order for your vote to count in connection with the Proposal, it is necessary that you complete and submit the enclosed documents at this time, including the Voting Letter and/or Proxy.

Creditors who do not wish to attend or to be represented at the meeting but who wish to vote, may forward their proofs of claim and voting letters to the Trustee as soon as possible in order to be received prior to the meeting.

Dated at Toronto, Ontario, this April 5, 2023

**Parisi,
Josie**  Digitally signed by Parisi, Josie
DN: cn=Parisi, Josie,
email=JParisi@bdo.ca
Date: 2023.04.05 14:32:45 -
04'00'

BDO Canada Limited
Solely in its capacity as the Trustee of the
the Proposal of Darwin Foods Inc.
and not in its personal capacity.

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2920076
Estate No. 32-2920076

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),
and Paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario

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

In the matter of the proposal of Darwin Foods Inc. of the Town of Oakville in the Province of Ontario and the claim of
_____, creditor.

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

1. That I am a creditor of the above named debtor (or I am _____ (position/title) of _____,
creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 9th day of March 2023, and still is, indebted to the creditor in the sum of
\$_____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any
counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in
support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$_____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description.)

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

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

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

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

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

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

C. SECURED CLAIM OF \$_____

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

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

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

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$_____

(Attach a copy of sales agreement and delivery receipts.)

District of Ontario
Division No. 09 - Mississauga
Court No. 32-2920076
Estate No. 32-2920076

FORM 31 -- Concluded
In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario

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

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

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

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

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

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

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

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

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

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

Witness

Creditor

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

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

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

CHECKLIST FOR PROOFS OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and, where required, proxy form in a complete and accurate manner. Please specifically check each requirement.

PROOF OF CLAIM

- ▶ The signature of a witness is required;
- ▶ The claim must be signed personally by the individuals;
- ▶ If the creditor is a corporation, the full and complete legal name of the company or firm must be stated;
- ▶ Give the complete address, including postal code, where all notices or correspondence is to be forwarded, the name of the person to contact, the phone number and fax number.

PARAGRAPH 1

- ▶ Please state your name, city of residence, and if you are completing the declaration for a corporation or another person, your position or title.

PARAGRAPH 3

- ▶ State the date of bankruptcy, proposal of receivership and the amount of your claim;
- ▶ A detailed statement of account must be attached and must show the date, number and amount of all the invoices, charged credits or payments;
- ▶ A statement of account is not complete if it begins with an amount brought forward;
- ▶ The amount of the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 4

- ▶ An ordinary creditor must check subparagraph A. A preferred creditor must set out on an attached schedule the particulars of your priority;
- ▶ A secured creditor must check subparagraph C. You must insert the value at which you assess each of your securities and provide a certified true copy of the security documents as registered.

PARAGRAPH 5

Strike out “are” or “are not” as applicable to you. You would be considered a related person if:

- ▶ You are related to blood or marriage to the debtor;
- ▶ If the debtor is a corporation and you were a shareholder or if your company was controlled by the same shareholders as the debtor corporation.

PARAGRAPH 6

All creditors must attach a detailed list of all payments or credits received or granted, as follows:

- ▶ Within the 3 months preceding the bankruptcy or proposal, if the creditor and the debtor are not related;
- ▶ Within 12 months preceding the bankruptcy or proposal, if the creditor and debtor are related.

In the case of an individual’s bankruptcy only, you may request some or all of the items stated after paragraph 6.

GENERAL PROXY

A creditor may appoint a proxy by completing the proxy form, if the creditor is a corporation, the proxy form must be completed in the corporate name and signature witness.

NOTES

- ▶ Only creditors who have filed claims in the proper manner before the time appointed for the meeting of creditors are entitled to vote;
- ▶ A creditor may vote either in person or by proxy;
- ▶ A debtor may not be appointed a proxy at any meeting of his creditors;
- ▶ The trustee may be appointed as a proxy to for any creditors;
- ▶ A corporation may vote by an authorized agent at the meeting of creditors;
- ▶ In order to have the right to vote, a person must himself be a creditor or be the holder of a property executed proxy showing the name of the creditor;
- ▶ Only creditors who filed claims in the proper form with the trustee are entitled to share in any distribution that may be made.

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2920076
Estate No. 32-2920076

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

In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario

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

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

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency Trustee

20 Wellington St E, Suite 500
Toronto ON M5E 1C5

District of: Ontario
Division No. 09 - Mississauga
Court No. 32-2920076
Estate No. 32-2920076

FORM 37

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

In the Matter of the Proposal of
Darwin Foods Inc. o/a The Hungry Dragon
of the Town of Oakville, in the Province of Ontario

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 Darwin
Foods 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:
BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency Trustee

20 Wellington St E, Suite 500
Toronto ON M5E 1C5