



Tel: 416 865 0210
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BDO Canada Limited
20 Wellington Street E, Suite 500
Toronto ON M5E 1C5 Canada

November 2, 2023

On October 27, 2023, CB-LPM Productions Limited (“**LPM**” or the “**Company**”) lodged a Proposal pursuant to the *Bankruptcy and Insolvency Act* (the “**Act**”).

Enclosed to this notice are the following documents;

- Notice of Proposal to Creditors
- Proposal
- Company’s Statement of Affairs
- Report of the Trustee on the Proposal
- Proof of Claim Form
- Proxy Form
- Voting Letter

The general meeting of the creditors will be held on Tuesday November 17, 2023 at 1:30 p.m. (EST) via telephone conference.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting either via email, mail or fax.

Email: jhue@bdo.ca

Mail: 20 Wellington St. E., Suite 500, Toronto, Ontario, M5E 1C5

Fax: 416-865-0904

Access to the meeting will be sent upon receipt of your proof of claim or by written request in order for the Trustee to maintain the attendance list for the conference call meeting.

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.

Proof of claim forms are to be filed based on the amount owed as of September 27, 2023, the date of the Notice of Intention to Make a Proposal was filed.

Should you have any further questions, please contact Jessie Hue directly at 647-577-4366 and any further information can be found on our website at <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/carteblanchefilms>.

Yours very truly,

BDO CANADA LIMITED
Trustee in re the Proposal of
CB-LPM Productions Limited

Per:

Anna Koroneos, CIRP, LIT
Director
Business Restructuring & Turnaround Services
Financial Advisory Services

Encl.

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-2991132
Estate No. 33-2991132

FORM 92
Notice of Proposal to Creditors
(Section 51 of the Act)
In the Matter of the Proposal of
CB-LPM Productions Limited
of the City of Ottawa, in the Province of Ontario

Take notice that CB-LPM Productions Limited of the City of Ottawa 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 17th day of November 2023 at 1:30 PM at the meeting to be conducted Via Conference Telephone.

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 1st day of November 2023.

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) 865-09 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)

Estate Number: 33-2991132
Court File No.: 33-2991132

**IN THE MATTER OF THE PROPOSAL OF CB-LPM PRODUCTIONS LIMITED OF
THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO**

**PROPOSAL AND REORGANIZATION OF CB-LPM PRODUCTIONS
LIMITED**

CB-LPM Productions Limited (the “**Debtor**” or the “**Company**”) hereby submits the following Proposal pursuant to Part III of the BIA.

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Proposal:

- (a) “**Administrative Fees and Expenses**” means the proper fees, expenses, including legal fees and disbursements, of the Trustee, the Debtor, Gowling WLG (Canada) LLP and Reisman Law on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal, including the sale of the Debtor’s property as contemplated by **Article [7]**;
- (b) “**Amalgamated Company**” means the company created by the amalgamation of the Carte Blanche Films Inc., 9678883 Canada Inc. and CB-LPM Productions Limited pursuant to **Article [7]**;
- (c) “**Approval Order**” means an Order of the Court approving the Proposal pursuant to the BIA;
- (d) “**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and in force as at the Proposal Date;
- (e) “**Business Day**” means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;

- (f) “**Canada Pension Plan**” means the *Canada Pension Plan*, R.S.C. 1985, c. C-8, as amended;
- (g) “**Certificates**” has the meaning assigned in **Article [6.1]**;
- (h) “**Claim**” means any right of any Person against the Debtor or a Director in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Proposal Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, 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 in action, whether existing at present or commenced in the future based in whole or in part on facts which exist prior to or as of the Proposal Date;
- (i) “**Court**” means the Ontario Superior Court of Justice (in Bankruptcy and Insolvency);
- (j) “**Creditor**” means any Person, having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
- (k) “**Creditor List**” means the creditor list attached to the statement of affairs filed by the Debtor;
- (l) “**Creditors’ Meeting**” means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
- (m) “**Creditors’ Meeting Date**” means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date, or as otherwise may be extended;
- (n) “**Directors**” means the Debtor’s current directors;
- (o) “**Employee Creditors**” means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph **[136(l)(d)]** of the BIA if the Debtor became bankrupt on the Proposal Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor’s business during the same period;

- (p) “**Employment Insurance Act**” means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
- (q) “**Equity Claim**” has the meaning assigned by the BIA;
- (r) “**Equity Creditor**” means a person with an Equity Claim;
- (s) “**Implementation Date**” means the date upon which the conditions set forth in Article [8.4] have been satisfied;
- (t) “**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
- (u) “**Inspectors**” means one or more inspectors appointed pursuant to the BIA as provided for in the Proposal;
- (v) “**CBCA**” means the *Canada Business Corporations Act*, R.S.C. 1985, c. B-44 as amended;
- (w) “**Official Receiver**” shall have the meaning ascribed thereto in the BIA;
- (x) “**Person**” means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;
- (y) “**Preferred Creditors**” means Creditors with Proven Claims that are required by the BIA to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Source Deduction Creditors.
- (z) “**Proof of Claim**” shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors’ Meeting;
- (aa) “**Proposal**” means this proposal and reorganization together with any amendments or additions thereto;
- (bb) “**Proposal Date**” means the date of the delivery by the Debtor of the Notice of Intention to Make a Proposal pursuant to Part III, Division I of the BIA;
- (cc) “**Proven Claim**” of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the BIA and the Proposal;
- (dd) “**Related Creditor**” means Tracy Legault;
- (ee) “**Secured Creditor**” means a person, holding a valid and perfected mortgage, hypothec, pledge, charge or lien on or against the property or assets of the Debtor as security for a debt due or accruing due to the person from the Debtor;

- (ff) “**Source Deduction Creditors**” means His Majesty in Right of Canada or a Province for all amounts that were outstanding on the Proposal Date and are of a kind that could be subject to a demand under,
 - (i) subsection [224(1.2)] of the *Income Tax Act*;
 - (ii) 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*, or an employee’s premium, or employer’s premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - (iii) 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;
 - (A) 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
 - (B) 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;
- (gg) “**Trustee**” means BDO Canada Limited or its duly appointed successor or successors;
- (hh) “**Unsecured Creditors**” means the Preferred Creditors and any Creditor who is not a Secured Creditor, but does not include Equity Creditors; and
- (ii) “**Voting Letter**” shall mean the voting letter required by subsection [51(1)] of the BIA to be mailed to each known Creditor prior to the Creditors’ Meeting.

1.2 Articles of Reference

The terms “hereof”, “hereunder”, “herein” and similar expressions refer to the Proposal and not to any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental hereto. In the Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

1.3 Interpretation Not Affected by Headings

The division of the Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of a table of contents and headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day. Actions described herein shall occur and be deemed to occur in the order specified.

1.5 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

In the Proposal, where the context requires, a word importing the singular number will include the plural and *vice versa* and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in the Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

The Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Proposal.

ARTICLE 2
CLASSIFICATION AND TREATMENT OF CREDITORS

2.1 Classes of Creditors

For the purposes of voting on the Proposal, only the Unsecured Creditors will be entitled to vote on the Proposal. There shall be one (1) class of Unsecured Creditors.

2.2 Related Creditors

The Related Creditors are not entitled to vote on the Proposal or receive a distribution under the Proposal.

2.3 Equity Claims

Creditors with Equity Claims are not entitled to vote on the Proposal or receive a distribution under the Proposal.

2.4 Secured Creditors

The Proposal is not made to the Secured Creditor. The Claims of the Secured Creditor shall be paid and/or satisfied in accordance with the applicable agreement between the Secured Creditor and the Debtor or in accordance with such other arrangement as may be agreed between the Secured Creditor and the Debtor.

2.5 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid in full by the Debtor from the proceeds realized from the sale of the Debtor's property as contemplated by **Article [7]** or otherwise in the ordinary course.

2.6 Preferred Creditors

The Proven Claims of the Preferred Creditors will be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the BIA and **Article [8]**.

2.7 Unsecured Creditors

The Proven Claims of the Unsecured Creditors, other than Preferred Creditors will be paid and satisfied as provided by **Article [8]**.

**ARTICLE 3
PROCEDURE FOR VALIDATION OF CLAIMS**

3.1 Filing of Proofs of Claim

Each Unsecured Creditor must file a Proof of Claim as required by the BIA.

3.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each Proof of 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.

Subject to the Unsecured Creditor filing a Proof of Claim asserting a Claim different from that set out on the Creditor List, the Proven Claim of each Unsecured Creditor for the purposes of receiving a distribution under the Proposal shall be the amount set out on the Creditor List. Within ninety (90) days of the Implementation Date, the Trustee will examine each Proof of Claim filed and deliver any required disallowances in accordance with subsection [135(1)] of the BIA. Any Claim in respect of which no disallowance is issued in accordance with subsection [135(1)] of the BIA shall be deemed to be a Proven Claim for the purpose of receiving a distribution under the Proposal.

**ARTICLE 4
MEETING OF CREDITORS**

4.1 Creditors' Meeting

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

4.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the BIA.

4.3 Conduct of Meetings

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the Secured Creditors and their respective legal counsel, if any, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other person may

be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

4.4 Adjournment of Meetings

The Creditors' Meeting may be adjourned in accordance with section [52] of the BIA.

4.5 Voting by Unsecured Creditors

To the extent provided for herein, each Unsecured Creditor will be entitled to vote to the extent of the amount that is equal to that Unsecured Creditor's Claim. Any Proof of Claim in respect of a Claim that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection [108(3)] of the BIA. For greater certainty, Secured Creditors and Related Creditors will not be entitled to vote at the Creditors' Meeting.

4.6 Approval by Creditors

The Proposal will be binding on the Unsecured Creditors, the Related Creditor and the Equity Creditors in accordance with the BIA, if: (a) it is accepted by the class of Unsecured Creditors by a majority in the number of the Unsecured Creditors who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter, representing two-thirds in value of the Proven Claims of the Unsecured Creditors in each class who actually vote upon the Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter; and (b) the Approval Order is made.

4.7 Appointment of Inspectors

At the Meeting of Creditors, the Unsecured Creditors may appoint up to five (5) Inspectors whose powers will be limited to: (a) advising the Trustee concerning any dispute which may arise as to the validity of Claims; and (b) advising the Trustee from time to time with respect to any other matter that the Trustee may refer to them.

ARTICLE 5 AMALGAMATION

5.1 Amalgamation

Immediately following the Implementation Date, the Debtor shall amalgamate with 967883 Canada Inc. and Carte Blanche Films Inc. to form the Amalgamated Company, provided that it is determined to be cost effective to export the Debtor to the CBCA so that it can be amalgamated with 967883 Canada Inc. and Carte Blanche Films Inc.

**ARTICLE 6
CREDITOR CERTIFICATES**

6.1 Certificates

Within **sixty (60)** days of the Implementation Date, each Unsecured Creditor will receive from the Debtor, in full and final satisfaction of their Claims, certificates (the “**Certificates**”) with a face value equal to that Unsecured Creditor’s Claim as set forth in the Creditor’s Proof of Claim or the Statement of Affairs, whichever is greater, subject to that Unsecured Creditor’s Claim being determined in accordance with **Article [3]**. Once an Unsecured Creditor’s Claim becomes a Proven Claim a new Certificate shall be issued with a face value equal to that Creditor’s Proven Claim if that Proven Claim is different from the amount set out on the Certificate originally issued to the Creditor.

**ARTICLE 7
SALE OF ASSETS**

7.1 Sale of Property

The Debtor shall, with the assistance of the Trustee, sell the property of the Debtor identified on the attached **Schedule A**. The net proceeds realized from the sale of the Debtor’s property after the payment of the Administrative Fees and Expenses, transaction costs and the claims of Secured Creditors whose claims are secured by the property shall be distributed to Unsecured Creditors in accordance with **Article [8.4]**.

**ARTICLE 8
DISTRIBUTION**

8.1 Payment of Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid immediately after the making of the Approval Order.

8.2 Payment of Source Deduction Creditors

Unless His Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors shall be paid within six (6) months after the making of the Approval Order.

8.3 Payment of Preferred Claims

Within sixty (60) days of the Implementation Date, the Debtor shall pay to each Preferred Creditor, if any, its Proven Claim in the priority established by the BIA.

8.4 Payment of Certificates

Notwithstanding the amalgamation contemplated by **Article [5]**, the net proceeds received from the sale of the Debtor's property as contemplated by **Article [7]** shall be distributed *pro rata* only to the Unsecured Creditors of the Debtor.

For each fiscal year for the **[five (5)]** years beginning the year ending fiscal 2024, the Amalgamated Company or, if the Debtor is not amalgamated, the Debtor, will pay **[twenty-five per cent (25%)]** of the reported net income of the Amalgamated Company or, if the Debtor is not amalgamated, the Debtor, will after tax and depreciation *pro rata* to Unsecured Creditors provided that no Unsecured Creditor is entitled to receive more than one hundred per cent (100%) of that Unsecured Creditor's Proven Claim. Distributions will be made no later than ninety (90) days after each of the five year-ends commencing in fiscal 2024

The Certificates will be fully paid and satisfied by the distribution of the amounts contemplated by this **Article [8.4]**.

8.5 Levy

Payments to each Unsecured Creditor made under this Proposal shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy. The Office of the Superintendent of Bankruptcy will receive a Certificate in respect of the amount payable in respect of levy payable by the Unsecured Creditors.

ARTICLE 9 MISCELLANEOUS

9.1 Compromise Effective for all Purposes

The provisions of this Proposal will be binding upon each Unsecured Creditor, Equity Creditor and Related Creditor, their heirs, executors, administrators, successors and assigns, for all purposes. Subject to the limitations in section **[50(14)]** of the BIA, the Claims against the Directors that arose before the Proposal Date and that relate to the obligations of the Debtor where the directors are by law liable in their capacity as directors for the payment of such obligations will be satisfied and released.

9.2 Discharge and Release of Related Person

Unsecured Creditors shall discharge the Related Person from any and all accounts, liabilities, chose in action, claims, rights, actions, causes of action, claims, judgments, orders, debts, damages, obligations, demands for damages or losses and rights of any kind or nature whatsoever, including rights of indemnification, in respect of or related to any Claim, including, for greater certainty, any claim based on guarantee or an assertion that the Related Person are personally liable for funds advanced or paid to the Debtor.

9.3 Modification of Proposal

The Debtor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

9.4 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Unsecured Creditor, Equity Creditor and Related Creditor will be deemed:

- (a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- (b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor that has occurred on or prior to the Implementation Date;
- (c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly; and
- (d) to have released the Debtor, and all of its, employees, agents, Directors, officers, shareholders, and current advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal; and
- (e) to have released the Trustee and all of its affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert,

whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein.

9.5 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

- (a) the acceptance of the Proposal by the Unsecured Creditors; and
- (b) the making of the Approval Order and the expiry of all applicable appeal periods.

9.6 Full Implementation

This Proposal will be fully implemented by the Debtor on delivery of the Certificates as provided by **Article [6]**.

9.7 Effect of Proposal Generally

As at 12:01 a.m. on the date of the Approval Order becomes final and binding:

- (a) the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns); and
- (b) the Proposal shall constitute: (i) a full, final and absolute settlement of all rights of the holders of the Claims affected hereby; and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor and the Directors of or in respect of the Claims.

9.8 Further Actions.

Notwithstanding that the transactions and events set out in this Proposal shall occur and be deemed to occur in the order set out herein without any other additional act or formality, each of the Persons affected hereby shall make, do and execute, or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by them in order to document or evidence any of the transactions or events set out herein.

9.9 Conduct of Debtor's Business

Subject to any Order made by the Court, the Debtor shall remain in possession and control of their property and assets at all times, both before and after implementation of this Proposal.

**ARTICLE 10
ADVOIDANCE OF TRANSACTION**

10.1 Avoidance Proceedings

Section [95 to 101] of the BIA will not apply in respect of the Debtor and this Proposal.

**ARTICLE 11
GENERAL**

11.1 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail, by telecopier or electronically addressed to the respective parties as follows:

- (a) if to the Debtor:

Attention: Tracy Legault
E-mail: tracy@carteblanchefilms.ca

- (b) if to an Unsecured Creditor, to the address or telecopier number for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no proof of Claim has been filed, to such other address or telecopier number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and

- (c) if to the Trustee:

BDO Canada Limited
Trustee re the Proposal of Carte Blanche Films Inc.
20 Wellington Street East, Suite 500
Toronto ON M5E 1C5

Attention: Anna Koroneos
E-mail: akoroneos@bdo.ca

or to such other address, e-mail address or telecopier number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by e-mail or telecopier and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by e-mail or telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a

Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

11.2 Foreign Currency Obligations

For purposes of this Proposal, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the Proposal Date.

11.3 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

11.4 Non Severability

It is intended that all provisions of this Proposal shall be fully binding on and effective between all Persons named or referred to in this Proposal and in the event that any particular provision or provisions of this Proposal is or are found to be void, voidable or unenforceable for any reason whatever, then the remainder of this Proposal and all other provisions shall be void and of no force or effect

11.5 Amendment.

Any amendment, modification, supplement or restatement to this Proposal may be proposed prior to or at the Creditor Meeting and if accepted at the Creditor Meeting shall become part of this Proposal.

11.6 Deeming Provisions

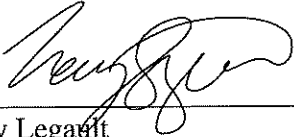
In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

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EXECUTION PAGE

DATED at Ottawa, this 27th day of October, 2023.

CB-LPM PRODUCTIONS LIMITED

Per: 
Name: Tracy Legault
Title: President

I have authority to bind the corporation.

SCHEDULE A

Property to be Sold

La Petite Mairesse

TV Series

13 Episodes

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

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
 CB-LPM Productions Limited
 of the City of Ottawa, 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 27th day of October 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"	1,421,396.61	1. Inventory	0.00
Balance of secured claims as per list "B"	0.00	2. Trade fixtures, etc.	0.00
Total unsecured creditors	1,421,396.61	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	690,225.00	Good	0.00
3. Preferred creditors as per list "C"	0.00	Doubtful	0.00
4. Contingent, trust claims or other liabilities as per list "D"	0.00	Bad	0.00
estimated to be reclaimable for		Estimated to produce	1,029,089.00
Total liabilities	2,111,621.61	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
Surplus	NIL	5. Deposits in financial institutions	0.00
		6. Cash	0.00
		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, RRFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	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	1,029,090.00
		Deficiency	1,082,531.61

I, Tracy Legault, of the City of Ottawa 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 27th day of October 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)
 before me at the City of Toronto in the Province of Ontario, on this 27th day of October 2023.



Anna Koroneos, Commissioner of Oaths
 For the Province of Ontario
 Expires August 30, 2025



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 – Continued

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario

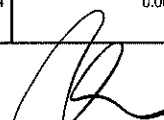
List "A"
 Unsecured Creditors

CB-LPM Productions Limited

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	2672359 Ontario Inc	79 St Catherines St Greater Sudbury ON P3E 3S5	4,750.00	0.00	4,750.00
2	46th Parallel Management	319 Ontario St. Sudbury ON P3P 4K3	893.22	0.00	893.22
3	46th Parallel Management-Aurora Gatwenzi	319 Ontario St. Sudbury ON P3P 4K3	501.77	0.00	501.77
4	46th Parallel Management-David Assinewai	319 Ontario St. Sudbury ON P3P 4K3	641.59	0.00	641.59
5	Adam Sourges	adamsourges@gmail.com Unknown	1,325.00	0.00	1,325.00
6	Affinity Production Group	141 Wescar lane Ottawa ON K0A 1L0	35,877.50	0.00	35,877.50
7	Amy Brennan	228 McCamus Ave New Liskeard ON P0J 1P0	6,770.00	0.00	6,770.00
8	Arianne Morin 010-00481-0881333	unknown Unknown	1,166.43	0.00	1,166.43
9	Ashley Stanley	ashleystanley3@outlook.com Unknown	1,924.50	0.00	1,924.50
10	Ben Favrin Video Services	26 Uilswater Dr. Ottawa ON K2H 5H2	1.00	0.00	1.00
11	Birds of Pray Create	242 St. George Street Sudbury ON P3C 2X2	2,000.00	0.00	2,000.00
12	Brandan Wilson	10 Dow ,Unit 10 Copper Cliff ON P0M 1N0	6,850.00	0.00	6,850.00
13	Brigid Willock	570 High Street North Bay ON P1B 6R6	2,210.00	0.00	2,210.00
14	Budget Car & Truck Rental Attn: Bankruptcy Department	132 Hall Road - Airport Castlegar BC V1N 4M2	31,960.26	0.00	31,960.26
15	Caleb Lanteigne	111 Amaya Private unit#2 Ottawa ON K2A 3X7	3,680.00	0.00	3,680.00
16	City of Greater Sudbury Attn: Kyla Bell	Accounts Receivable Section PO Box 5000 Stn A 200 Brady Street Sudbury ON P3A 5P3	1,266.15	0.00	1,266.15
17	Claire Brassard, Arbitrator Ref: 23-CB779-MC	87 Tibbits Hill Lac-Brome QC J0E 1V0	5,691.26	0.00	5,691.26
18	Communitie Entreprises	146 King Street West North Bay ON P1B 5Z7	587.00	0.00	587.00
19	Copperworks Consulting Inc	246 Eyre St Sudbury ON P3C 4B4	2,214.70	0.00	2,214.70
20	Core Music Agency Inc. Attn: Isabelle Noel	#507-810 Orono Ave. Langford BC V9B 6Y9	22,600.00	0.00	22,600.00
21	Craig-Aaron Doucette	44898 Frost Ave Hanmer ON P3P 1C5	7,775.00	0.00	7,775.00
22	Dalron Leasing Limited	130 Elm Street Sudbury ON P3C 1T6	12,398.64	0.00	12,398.64

27-Oct-2023

Date



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 -- Continued

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario

List "A"
 Unsecured Creditors

CB-LPM Productions Limited

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
23	Darcy Evershed	1960 A Paris St Sudbury ON P3E 4V2	2,375.00	0.00	2,375.00
24	Darlene Sovran	330 Van Horne St Greater Sudbury ON P3B 1H9	695.75	0.00	695.75
25	Dennis Landry	246 eyre Street Sudbury ON P3C 4B4	79,000.00	0.00	79,000.00
26	Devin Pilon	313 Haig street Espanola ON P5E 1B4	1,250.00	0.00	1,250.00
27	Enterprise	629 Eastern Avenue STE C-103 Toronto ON M4M 1E4	4,102.09	0.00	4,102.09
28	Eric Boissonneault	8-2418 Trout lake Rd North Bay ON P1B 7S7	1,860.00	0.00	1,860.00
29	Eric Lapalme	601 Danforth Avenue Sudbury ON P3A 3Y3	4,950.00	0.00	4,950.00
30	Evan Perusini	3251 Ranger Avenue Greater Sudbury ON P3G 1B7	2,325.00	0.00	2,325.00
31	Framework Inc	586 Highland Avenue Ottawa ON K1S 1N4	18,539.84	0.00	18,539.84
32	Francois Bureau	fido_anastazias@hotmail.com Unknown	5,500.00	0.00	5,500.00
33	GAPC (General Assembly Production Centre)	1505 Laperriere Ave Suite 213 Ottawa ON K1Z 7T1	1,603.19	0.00	1,603.19
34	Gestions Laurencelle Inc.	5983 rue D'Iberville Montreal QC H2G 2C2	31,160.00	0.00	31,160.00
35	Grande Camera_2138028 Ontario Inc	1335 Franklin Street North Bay ON P1B 2M2	53,075.00	0.00	53,075.00
36	Helvi's Catering	218 Anderson Drive Lively ON P3Y 1M8	29,598.64	0.00	29,598.64
37	Herby Enterprises LTD	2502 Elm St Greater Sudbury ON P3E 4R6	2,769.20	0.00	2,769.20
38	Jaime Panas	4-105 Riverside drive Sudbury ON P3E 1G7	2,650.00	0.00	2,650.00
39	Jay Bond	107 Charisma Pvt Ottawa ON K1R 1C9	64,085.00	0.00	64,085.00
40	Jeremy Tellier	9 Brown road Elliot Lake ON P5A 1K2	1,125.00	0.00	1,125.00
41	JOCELYN FORGUES	C.P. 69 Moose Creek ON K0C 1W0	1,042.42	0.00	1,042.42
42	Jordan Hewitt	jordhewitt123@hotmail.com Unknown	6,230.00	0.00	6,230.00
43	Jorge L.Cobos-Beltran	9 Amsterdam Ave Toronto ON M4B 2B9	8,445.00	0.00	8,445.00
44	Justin Nadeau	775 Reynolds st North Bay ON P1B 5C5	7,700.00	0.00	7,700.00

27-Oct-2023

Date



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 -- Continued

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario

List "A"
 Unsecured Creditors

CB-LPM Productions Limited

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
45	Karine Turcolte	Unknown Unknown	186.00	0.00	186.00
46	Laura Kohansky	79 St.Catherines St Sudbury ON P3E 3S5	4,050.00	0.00	4,050.00
47	Lindsey Belanger	137 Silvermoon crescent Ottawa ON K4A 0P5	3,180.00	0.00	3,180.00
48	Malcolm Fischer	63 Sherryl Crescent North Bay ON P1B 8R8	4,700.00	0.00	4,700.00
49	Manual Pangowish	1239 Diane street Greater Sudbury ON P3A 4H4	4,000.00	0.00	4,000.00
50	Mario Taillefer	103, Lady Ashley Court Sudbury ON P3E 5Z8	17,840.00	0.00	17,840.00
51	Mark Rutledge	1551 Theirault Road Hanmer ON P3P 1R3	200.00	0.00	200.00
52	Mathieu Cool	71 Paul St Whitefish ON P0M 3E0	5,175.00	0.00	5,175.00
53	Mathieu Taillefer	103 Lady Ashley Court Sudbury ON P3E 5Z8	5,040.00	0.00	5,040.00
54	Matthew King	13 Ryde Ave Thunder Bay ON P7B 4M1	5,618.00	0.00	5,618.00
55	Micheal Lemire	Saint-Felix Road Hammond ON K0A 2A0	12,302.00	0.00	12,302.00
56	Mike Large	246 Eyre Street Sudbury ON P3C 4B4	19,046.25	0.00	19,046.25
57	Ministry of Finance - ON PST, EHT & Other Taxes Attn: Mrs. Asta Alberry 0018035-OP001, 0017101-OP001, oo	Ministry of Revenue 33 King Street West 6th Floor Oshawa ON L1H 8H5	1.00	0.00	1.00
58	Ministry of Labour 0018035-OP001, 0017101-OP001, oo	Employment Practices Branch 400 University Ave., 11th Floor Toronto ON M7A 1T7	43,018.80	0.00	43,018.80
59	Ministry of Transportation-Eastern Region	1355 John Counter Boulevard Kingston ON K7L 5A3	1.00	0.00	1.00
60	Nathalie Toriel	157 Sorareun Avenue Toronto ON M6R 2E6	17,515.00	0.00	17,515.00
61	Nathan Estabrooks	448 Guy St Ottawa ON K1K 1C2	5,085.00	0.00	5,085.00
62	Nicole Pilon	295 Lakeshore Dr #710 North Bay ON P1A 3N8	5,265.00	0.00	5,265.00
63	Northern Exotics	517 Kathleen St. Sudbury ON P3C 2N1	734.50	0.00	734.50
64	Nour Al Dajani	1870 Paris Street Subury ON P3E 2C7	390.00	0.00	390.00
65	Piotr Skowronski	714 Algonquin Ave North Bay ON P1B 4X2	6,430.00	0.00	6,430.00

27-Oct-2023

Date



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 -- Continued

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario

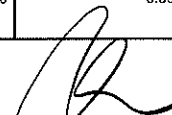
List "A"
 Unsecured Creditors

CB-LPM Productions Limited

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
66	Production CVOR Services Inc.	629 Eastern Avenue,C-304 Toronto ON M4M 1E4	1,243.00	0.00	1,243.00
67	Production Walkies	2146A queen St E, Suite 57 Toronto ON M4E 1E3	5,035.00	0.00	5,035.00
68	RapidScreen Services	1485 Lasalle Blvd Greater Sudbury ON P3A 5H7	16,724.00	0.00	16,724.00
69	Rebecca Ziegler Girouard	28 Elgin St. Subury ON P3C 5B4	2,000.00	0.00	2,000.00
70	Red Morning Light Productions Inc	318 Dundas Street West Toronto ON M5T 1G5	22,064.30	0.00	22,064.30
71	Reisman Law Offices	14 Belmont Street Toronto ON M5R 1P8	5,698.25	0.00	5,698.25
72	Renee Lafreniere	276 Autumnwood Cres Sudbury ON P3B 3Z4	205.00	0.00	205.00
73	Renee Lunau Attn: Joseph.livolsi@slawyers.ca	c/o Samfiru Tumarlin LLP 350 Bay St, 10th Floor Toronto ON M5H 2S6	17,350.00	0.00	17,350.00
74	Robert Ivey	2870 S Shore Rd Sudbury ON P3G 1M2	5,000.00	0.00	5,000.00
75	SARTEC	229, rue Panet Montreal QC H2L 2Y6	11,457.60	0.00	11,457.60
76	Sifat Farhan Niloy	458 Cartier St North York ON P1B 8N5	1,450.00	0.00	1,450.00
77	Smyth Casting Inc	30 Vanson Avenue Nepean ON K2E 6A8	11,865.00	0.00	11,865.00
78	Sonja Eerola	2287 HWY144 Chelmsford ON P0M 1L0	1,620.00	0.00	1,620.00
79	Stefaniuk FX Studio	286 Beech Ave Toronto ON M4E 3J2	1.00	0.00	1.00
80	Steve Schroeder	32 Hazelton Drive Sudbury ON P3B 0G6	2,316.00	0.00	2,316.00
81	Strato Labs	234 King Street East Toronto ON M5A 1K1	1,817.00	0.00	1,817.00
82	Stuart Mcmillan 828-02532-8897399511	353 Woodlawn Ave Lively ON P3Y 1N2	2,000.00	0.00	2,000.00
83	Studio 123	142 McNaughton Street Sudbury ON P3E 1V3	7,684.00	0.00	7,684.00
84	Studio 8	64 Park Ave E. Burlington ON L7T 1Y1	37,262.05	0.00	37,262.05
85	Tara Levesque	246 Eyre Street Sudbury ON P3C 4B4	16,413.25	0.00	16,413.25
86	The Source Shop	486 Evans Ave.#1B Etobicoke ON M8W 2T7	3,609.43	0.00	3,609.43
87	Tim Taylor 002-04986-0936529	tim.toolman18@hotmail.com Unknown	5,420.00	0.00	5,420.00

27-Oct-2023

Date



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 – Continued

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario

List "A"
 Unsecured Creditors

CB-LPM Productions Limited

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
88	Towneplace Suites	1710 Kingsway Sudbury ON P3B 0E4	14,044.16	0.00	14,044.16
89	Tracy Legault	unknown Unknown	55,925.00	0.00	55,925.00
90	Treadstone Entertainment Inc.	1050 Lonsdale Avenue Sudbury ON P3B 3X4	9,293.00	0.00	9,293.00
91	Union des Artistes Attr: Christine Fortin & Jean-Benoit Vallières	5445 Av. de Gaspé #1005 Montreal QC H2T 3B2	192,844.00	0.00	192,844.00
92	Union des Artistes Attr: Jean-Benoit Vallières	5445 Av. de Gaspé #1005 Montreal QC H2T 3B2	280,444.87	0.00	280,444.87
93	Valmira Baruti	1603 - 179 George St. Ottawa ON K1N 1J8	2,500.00	0.00	2,500.00
94	Viral inc.	10109 Promenade des Riverains Anjou QC H1J 2V6	565.00	0.00	565.00
95	Wesley Bertolo	2287 HWY 144 Chelmsford ON P0M 1L0	5,950.00	0.00	5,950.00
96	William F.White International Inc	922 Cambrian Heights Drive-Unit 2 Sudbury ON P3C 5L8	34,933.00	0.00	34,933.00
97	Zoe Wojias	4-231 Dovercourt Ave Ottawa ON K1Z 5P4	3,720.00	0.00	3,720.00
Total:			1,421,396.61	0.00	1,421,396.61

27-Oct-2023

Date



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 -- Continued

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario
 List "B"
 Secured Creditors

CB-LPM Productions Limited

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	Entertainment Partners Canada ULC	130 Bloor St. W. Suite 500 Toronto ON M5C 1N5	690,225.00	Debts Due - Business - Canada Revenue Agency - Ontario	19-Sep-2022	452,444.00	320,364.00	
				Debts Due - Business - Canada Revenue Agency	19-Sep-2022	237,781.00		
Total:			690,225.00			690,225.00	320,364.00	0.00

27-Oct-2023

Date



Tracy Legault

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-2991132
Estate No. 33-2991132

FORM 78 -- Continued

In the Matter of the Proposal of
CB-LPM Productions Limited
of the City of Ottawa, in the Province of Ontario
List "C"
Preferred Creditors for Wages, Rent, etc.

CB-LPM Productions Limited

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

27-Oct-2023

Date



Tracy Legault

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-2991132
Estate No. 33-2991132

FORM 78 -- Continued

In the Matter of the Proposal of
CB-LPM Productions Limited
of the City of Ottawa, in the Province of Ontario
List "D"
Contingent or Other Liabilities

CB-LPM Productions Limited

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	

27-Oct-2023

Date



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 – Continued

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario
 List "E"
 Debts Due to the Debtor
 CB-LPM Productions Limited

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Canada Revenue Agency	333 Laurier Ave W Ottawa ON K1A 0L9	tax credit	0.00 0.00 0.00		31-Dec-2019	237,781.00	Tax credits
2	Canada Revenue Agency - Ontario	333 Laurier Ave W Ottawa ON K1A 0L9	Accounts Receivables	0.00 0.00 0.00		31-Dec-2020	772,808.00	tax credit-provincial
3	TFO	La Cite Collegiale, 801 Aviation Pkwy Bureau D1320 Ottawa ON K1J 1H2	Account Receivables	0.00 0.00 0.00		31-Dec-2019	18,500.00	receivable
Total:				0.00 0.00 0.00			1,029,089.00	

27-Oct-2023

Date



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 -- Continued

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario
 List "F"

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

CB-LPM Productions Limited

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	

27-Oct-2023

Date



Tracy Legault

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-2991132
Estate No. 33-2991132

FORM 78 -- Continued

In the Matter of the Proposal of
CB-LPM Productions Limited
of the City of Ottawa, in the Province of Ontario
List "G"
Real Property or Immovables Owned by Debtor

CB-LPM Productions Limited

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

27-Oct-2023

Date



Tracy Legault

District of: Ontario
 Division No. 12 - Ottawa
 Court No. 33-2991132
 Estate No. 33-2991132

FORM 78 -- Concluded

In the Matter of the Proposal of
 CB-LPM Productions Limited
 of the City of Ottawa, in the Province of Ontario
 List "H"
 Property

CB-LPM Productions Limited
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(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		La Petite Mairesse – film rights	0.00	1.00
			Total:	1.00

27-Oct-2023

Date



Tracy Legault

Court No. 33-2991132

Estate No. 33-2991132

In the Matter of the Proposal of
CB-LPM Productions Limited
of the City of Ottawa, in the Province of Ontario

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

Trustee: Anna Koroneos
License: 3543
Email: akoroneos@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
CB-LPM PRODUCTIONS LIMITED
OF THE CITY OF OTTAWA,
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 summarizes the background and financial position of CB-LPM Productions Limited. (“LPM” 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 LPM, filed under Part III, Division I of the *Bankruptcy and Insolvency Act* (“BIA”) with BDO Canada Limited (“BDO” or the “Proposal Trustee”) and with the Office of the Superintendent of Bankruptcy (“OSB”) on October 27, 2023
- The Company’s statement of affairs sworn on October 27, 2023
- A Proof of Claim form and general Proxy
- Voting Letter

In preparing this report, BDO has relied upon unaudited financial information provided by the Company’s representatives, discussions with the Company’s representatives and the Company’s legal counsel. 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. Any capitalized terms not defined herein have the meanings ascribed to them in the Proposal.

SECTION A – INTRODUCTION AND BACKGROUND

LPM was incorporated under the Ontario Business Corporation Act (OBCA) on October 23, 2020. The Company’s head office was registered as 343 Preston St, 11th Floor, Ottawa, Ontario, however, it is no longer operating from this address. LPM produced “La Petite Maitresse”, a French language television series with 13

episodes. LPM will be the rightful owner of La Petite Maitresse, once it pays certain labour costs and files all final cost reports.

On September 3, 2021 LPM, in its sixth week of a nine-week production, wrote to the Northern Ontario Heritage Fund (“**NOHFC**”) advising of the significant increase in costs due to the Covid-19 pandemic (“**Covid-19**”) protocols and new unexpected expenses it was facing. The request was for an additional \$398,000 of funding.

The request was denied and after a year of its best efforts to make payments and negotiate with its creditors, the Company filed a Notice of Intention to Make a Proposal (“**NOI**”) on September 27 2023 (“**NOI Date**”).

Insolvency Proceedings

As noted above, the Company's NOI was filed on September 27, 2023, pursuant to Subsection 50.4(1) of the BIA. BDO was named as Proposal Trustee.

On October 10, 2023, the Company's 13-week cash flow for the period October 7 through January 6, 2024 was filed with the OSB along with the related reports, as required.

On October 27, 2023, the Company's Proposal was filed with the Proposal Trustee and the OSB.

SECTION B: SUMMARY OF PROPOSAL

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

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

The Proposal provides for the restructuring of the Company's liabilities through a distribution to the Proven Unsecured Creditors. The Proposal funds will consist of proceeds of the sale of rights to La Petite Maitresse, as defined in Schedule “A” of the Proposal and any funds available from tax credits to be received. A summary of the Proposal is set out below.

- I. LPM along with Carte Blanche Films Inc. (“**CBF**”) and 9678883 Canada Inc. (“**967**”) who are also under NOIs will be amalgamated immediately following the Implementation Date (“**Amalgamated Company**”). A copy of the Corporate Chart in relation to these entities is attached as **Appendix “A**”. The Implementation Date is defined to be following:
 - (a) the acceptance of the Proposal by the Unsecured Creditors; and
 - (b) the making of the Approval Order by the Court and the expiry of all applicable appeal periods.
2. Within sixty (60) days of the Implementation Date, each Unsecured Creditor who has a Proven Claim, will receive from the Company, in full and final satisfaction of their Proven Claim, a certificate (the “**Certificates**”) with a face value equal to that Unsecured Creditor’s Proven Claim.
3. The Company shall, complete the filing requirements needed for it to have rightful ownership of the Property (as defined below). This will include the any requirement in preparation and filing of closing costs to the reporting authorities.
4. LPM shall with the assistance of the Proposal Trustee, sell the property of the Company as identified on Schedule “A” to the Proposal (the “**Property**”). The net proceeds realized from the sale of the Property, along with any residual tax credits anticipated, after the payment of the Administrative Fees and Expenses, transaction costs and the claims of Secured Creditors (whose claims are secured by the Property) shall be distributed to the Proven Unsecured Creditors (collectively the “**Property Proceeds**”).
5. The Property Proceeds shall be paid by the Proposal Trustee, as follows:
 - (a) Payroll source deductions, if any, to be paid in full within six months following the Approval Order.
 - (b) Amounts owing to Company employees, if any, that they would have qualified to receive payment under Section 136(1)(d) of the Act if the Company became bankrupt on the NOI Date, to be paid immediately upon the Approval Order being made.
 - (c) to each Preferred Creditor its Proven Claim in the priority established by the BIA.
 - (d) Proven Unsecured Creditors will receive the Property Proceeds, which will be distributed pro rata.
6. Additionally, for each year for the 5 following years beginning on fiscal year end 2024, the Amalgamated Company will pay twenty-five per cent (25%) of the net income of the Amalgamated Company pro rata to Proven Unsecured Creditors, provided that no Creditor receives more than 100% of their Proven Claim. Distributions will be made no later than ninety (90) days after each of the five-year ends commencing fiscal year end 2024.

7. Each Unsecured Creditor will be entitled to vote to the extent of the amount that is equal to that Unsecured Creditor's Proven Unsecured Claim.
8. At the Creditors' Meeting the Unsecured Creditors may appoint up to five Inspectors.
9. The Proposal sets out Unaffected Claims which will not be compromised and will not participate in any distribution from the Proposal Fund, as follows:
 - (a) claims against Directors that cannot be compromised due to the provisions of Section 50(14) of the BIA; and
 - (b) claims of secured creditors, properly registered under Personal Properties Securities Act ("PPSA").
10. All goods and services supplied to LPM after the date of the NOI shall be paid for in full in the ordinary course of business by LPM on terms agreed to between LPM and the relevant supplier.
11. Sections 95 to 101 of the BIA and any other related laws do not apply to the Proposal.
12. The release of claims against the Directors and Officers of the Company, as set out and defined in the Proposal.
13. Upon distribution of the Proposal Fund, the Company's Proposal shall have been fully performed and the Trustee shall issue to LPM and to the Official Receiver, a Certificate of Full Performance of Proposal referred to in section 65.3 of the BIA.
14. Upon distribution of the Property Proceeds, the Proposal Trustee shall have discharged its duties as Proposal Trustee and shall be entitled to apply for its discharge. For greater certainty, the Proposal Trustee will not be responsible or liable for any obligations of LPM 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 Amalgamated Company will be directly responsible for issuing its annual distributions of 25% of net proceeds for 5 years.

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

On September 3, 2021, in its sixth week of a nine-week production schedule, LPM wrote to the NOHFC advising of the increase in costs due to the Covid-19 protocols and additional new unexpected expenses it was facing. The request to NOHFC was for an additional \$398,000 of funding.

As Ontario came into Phase 3 of Covid-19 protocols LPM, and the province saw significant increases in all elements of travel including hotels, flights and other travel expenses which appeared to double and, in some cases tripled in cost.

The continued requirements for Covid-19 testing for all cast and crew including requirement for polymerase chain reaction ("PCR") testing prior to anyone arriving on set at a cost of approximately \$200 per person and further weekly PCR baseline testing were not considered in the initial planning for this production. Additional inflated costs were identified due to Covid-19 including the cost of vehicle rentals, building materials, props and set decorations. These negatively impacted the Company's cash flow.

The request to NOHFC was denied and after a year of the Company's best efforts to make payments and negotiate on arrears, on September 27 2023, LPM's debts became unmanageable,

Financial Position

Refer to Sections "L" of this Report.

Operations

LPM is the Producer and of La Petite Mairesse a 13-episode French language television series.

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 was provided by the Company. We note that without offering the Property to market for sale, it is difficult to determine what the Property Proceeds would be. The Proposal Trustee has confirmed there should be market interest in the Property. However, unless LPM

completes the duties required to file its closing costs for the release of certain receivables and the rights to the Property, the assets in this estate are minimal. Section L includes a chart with estimated values of the assets and estimated realizations in a bankruptcy scenario.

Based on discussions with the Company and review of reports pursuant to the PPSA conducted there are three secured creditor registrations as follows:

1. CIBC has a registered General Security agreement. The Company confirms this debt was fully repaid.
2. Entertainment Partners Canada ULC (“EP”) has registered General Security Agreement against certain government tax credits anticipated. EP is owed approximately \$690,000 and the credits anticipated total \$1.01 million in provincial and federal credits.
3. Minister of Finance (“MOF”) has a General Security Agreement issued on behalf of labour claimants in the amount of approximately \$43,000. We note these were not direct employees of LPM. The Proposal Trustee will review MOF’s proof of claim and security once filed.

Cash

As at October 10 2023 the Company had \$38,725 in its bank account.

Accounts Receivable

Based on financial information provided by the Company, any receivables remaining for collection in LPM relate to the filing of its final costs reporting. In order to attend to the final costs LPM is required to issue payments relating to certain labour costs. Should all the required payments and final costs be filed, the Company anticipates \$1.01 million in tax credits and an additional \$201,549 of other receivables.

Intangible Assets

The Company’s assumes it will own the rights to La Petite Maitresse, a French language 13-episode television series (previously defined as Property) once all the required payments are made and final costs are reported.

The Company nor the Proposal Trustee have previously attempted to value the rights to the Property. If the Proposal is approved, it will market the Property for sale. Our understanding is that there may be a market for the Property given there is a need for Canadian French language productions.

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 preferences and subject to review.

SECTION G: CREDITORS' CLAIMS

According to the Company's Statement of Affairs ("SOA") as at October 27, 2023, and information provided to the Trustee, the Company's creditors consist of the following:

CB-LPM Productions Limited		
Creditors		Per SOA
Secured	\$	690,225
Preferred		-
Unsecured		1,421,397
Total	\$	2,111,622

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 Proposal Trustee has received a fee guarantee and retainer to support the fee guarantee from the Company in the amount of \$6,667.

The terms of the Proposal provide for payment of Administrative Fees and Expenses, which include the fees and disbursement of the Proposal Trustee, its legal counsel and the Company's legal counsel will be paid from the proceeds of the sale of the Property.

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 to be paid from the Property Proceeds, we estimate the Property Proceeds distribution along with any distribution from the Amalgamated Company to be much higher than in a bankruptcy. Given the nature of the Property, the Trustee is unable to value the estimated recoveries at this time but can determine that the value in a bankruptcy scenario would be a liquidation value.

Proposal Not Accepted

If the Proposal is not accepted, LPM would become bankrupt on November 17 2023 and the Company's assets would vest with the Trustee in Bankruptcy. The secured creditors would no longer be deemed Unaffected Creditors, all estate assets would be subject to their security interests. The estimated realizable value of the Company's assets in a bankruptcy scenario are described in Section E of this Report and are summarized below.

	SOA value or estimated value	Estimated Realizable Value Bankruptcy
Cash in bank	\$ 38,725	\$ 38,725
Film Rights (Note 1)	Unknown	0
Accounts receivable (Note 2)	1,212,138	18,500
25% of fiscal y/e 2024	Unknown	0
25% of fiscal y/e 2025	Unknown	0
25% of fiscal y/e 2026	Unknown	0
25% of fiscal y/e 2027	Unknown	0
25% of fiscal y/e 2028	Unknown	0
Estimated gross realizations (r	>\$1,250,863	\$ 57,225
Secured creditor (Note 3)	- 690,225	- 690,225
Balance for unsecured creditors	>\$560,638	NIL

Notes:

1. The Proposal Proceeds cannot be estimated without completing the closing cost submission and marketing the Property for sale.
2. The bulk of the accounts receivable are only collectable if the final costs are submitted after the payment of certain labour claims.
3. The accounts receivable should the proposal be accepted by creditors and court, would be sufficient to satisfy the secured creditors.
4. This amount does not include the value of the Property nor the 25% of net proceeds for 5 subsequent years. It is anticipated that the distribution to creditors will be higher in a proposal as compared to a bankruptcy.

SECTION M: RECOMMENDATION

Based on financial information provided by the Company as set herein, the Trustee believes that the amount available for distribution to the Company's creditors would be higher if the Proposal is accepted by the Company's creditors and approved by the Court. It is anticipated that in a bankruptcy there would be no funds available to the unsecured creditors. Without completing and filing of the final cost reports there will not be Property available to sell. The amalgamation also allows for the 5-year annual year end payment.

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 which will result in a larger payment than in bankruptcy recoveries.

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

In completing the proof of claim form attached hereto, creditors should only include all amounts outstanding as at September 27, 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 of creditors to consider the Proposal which will be held via telephone conference call, on the 17th day of November, 2023 at 1:30 p.m. (EST). Access to the meeting will be sent upon receipt of your Proof of Claim or by written request in order for the Trustee to maintain the attendance list for the conference call meeting.

Please note that in order for your vote to count in connection with the Proposal, it is recommended that you complete and submit the enclosed documents prior to the meeting of creditors, 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 to be received prior to the meeting.

Dated at Toronto, Ontario, this 1st day of November, 2023

BDO Canada Limited
Solely in its capacity as the Trustee re:
the Proposal of CB-LPM Productions Limited
and not in its personal or corporate capacity.



Anna Koroneos, CIRP, LIT

Corporate Chart (Proposal Companies Only)

