

**FORM 40**

***Report of Trustee on Proposal***  
***(Section 59(1) and paragraph 58(d) of the Act)***

IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY

IN THE MATTER OF THE PROPOSAL OF  
VICEROY HOMES LTD. (“**VHL**” or the “**Debtor**”)

I, Craig Munro of FTI Consulting Canada Inc. (“**FTI**” or the “**Trustee**”), the Trustee acting *in re* the Proposal of VHL, hereby report to the Court as follows:

1. That on June 9, 2015, the Debtor filed a Notice of Intention to Make a Proposal (the “**NOI**”) pursuant to section 50.4 of the Bankruptcy and Insolvency Act (the “**BIA**”). FTI was appointed as trustee under the NOI.
2. That the Debtor’s original Proposal (the “**Original Proposal**”) was delivered to the Trustee on the 9<sup>th</sup> day of December, 2015 and that the Trustee filed a copy of the Original Proposal with the Official Receiver on the 9<sup>th</sup> day of December, 2015.
3. That on the 14<sup>th</sup> day of December 2015 FTI caused to be mailed to every known creditor affected by the Proposal (the “**Creditors**”), notice of the calling of a meeting of creditors to be held on the 24<sup>th</sup> day of December, 2015 to consider the Original Proposal.
4. That with the notice was included a condensed statement of the assets and liabilities of the Debtor, a list of the Creditors who have claims of \$250 or more and showing the amounts of their claims, a copy of the Original Proposal, a form of proof of claim, a proxy in blank and a voting letter, and the Trustee’s report on the Original Proposal. A Copy of the notice (the “**Notice Package**”) is attached and marked as Exhibit “A”.
5. That prior to the meeting of creditors, the Trustee made a detailed and careful inquiry into the liabilities of the Debtor, the Debtor's assets and their value, the Debtor's conduct and the causes of the Debtor's insolvency. As discussed in the Trustee’s Report on the Original Proposal (referred to in paragraph 6 below) the Debtor’s books and records were not current as at the date of the NOI. As such the Debtor sought an Order of the Court

dated July 30, 2015, authorizing the Trustee to conduct a claims process (the “**Claims Process**”).

6. That the Trustee completed a preliminary report to Creditors on the Original Proposal which addressed the following:
  - a) The background concerning the Debtor’s financial situation and causes of its financial difficulties;
  - b) A summary of the terms of the Original Proposal;
  - c) An overview of the conditions to be satisfied subsequent to creditor approval in order for the Original Proposal to be successfully implemented;
  - d) The findings of the Trustee resulting from its preliminary review of preferences and transfers at undervalue;
  - e) The liabilities determined by the Claims Process conducted by the Trustee;
  - f) An estimated realization calculation comparing the distribution under a bankruptcy scenario to the Original Proposal; and
  - g) The Trustee’s recommendation concerning acceptance of the Original Proposal.
7. That included in Exhibit “A” to this report is a copy of the Trustee’s Report on the Original Proposal (“**Report on Original Proposal**”).
8. That subsequent to the date of the NOI, it was brought to the attention of the Trustee that the Debtor’s intellectual property (including website domain name, trademarks and architectural drawings) were not listed on the condensed statement of assets and liabilities included in the Notice Package. Accordingly, in the Report on Original Proposal, the Intellectual Property was included in the Trustee’s valuation of assets. Subsequent to the issuance of the Report on Original Proposal, nothing has come to the Trustee’s attention to suggest that the value of those assets was materially greater than indicated in the Report on Original Proposal.
9. That a meeting of creditors was held on the 24<sup>th</sup> day of December, 2015 and was presided over by a representative of the Official Receiver, as provided for in Section 51(3) of the *Bankruptcy and Insolvency Act*.
10. At the meeting of creditors on December 24, 2015, a creditor tabled a motion to adjourn the meeting to allow time for further investigation into the affairs of the Debtor. The motion was approved unanimously by the creditors voting at the meeting, and accordingly the meeting was adjourned to January 19, 2016.

11. In accordance with instructions provided by the Official Receiver, on January 8, 2016 the Trustee sent a notice by email to creditors who either attended the creditor meeting on December 24, 2015 or who had previously submitted a voting letter (the “**Participating Creditors**”), notifying them of the date and time of the reconvened creditors’ meeting.
12. The adjourned first meeting of creditors was reconvened on January 19, 2016 and presided over by the representative of the Official Receiver. Prior to the reconvened meeting, a response and counter-proposal to the Original Proposal was sent to the Trustee by the legal counsel representing a creditor. The Trustee shared the counter-proposal with the Debtor’s counsel.
13. At the reconvened meeting on January 19, 2016, a creditor tabled a motion for another adjournment to further investigate the affairs of the Debtor. The motion was unanimously approved by the creditors voting at the meeting and accordingly the meeting was adjourned to March 9, 2016.
14. In accordance with instructions provided by the Official Receiver, on March 3, 2016 the Trustee sent a notice by email to the Participating Creditors, notifying them of the date and time of the reconvened meeting.
15. On March 7, 2016, legal counsel to the Debtor informed the Trustee that the Debtor intended to revise the terms of the Original Proposal to increase the distribution to affected creditors by \$200,000 in promissory notes payable two years after the implementation of the proposal as amended and to delete from the Original Proposal the provision relating to the release of the Debtor’s directors and officers from certain claims (the “**March 2016 Proposed Amendments**”).
16. The adjourned first meeting of creditors was reconvened on March 9, 2016 and presided over by the representative of the Official Receiver. At the reconvened meeting, counsel for the Debtor presented the March 2016 Proposed Amendments to the creditors in attendance. In response, a motion was tabled by a creditor for another adjournment to further investigate the affairs of the Debtor. The motion was unanimously approved by creditors voting at the meeting and accordingly the meeting was adjourned to April 13, 2016.
17. On March 30, 2016, the Debtor delivered to the Trustee, and the Trustee filed with the Official Receiver, a revised proposal (the “**First Amended Proposal**”) incorporating the March 2016 Proposed Amendments.
18. A copy of the First Amended Proposal is attached and marked as Exhibit “B”.
19. On March 31, 2016, the Trustee sent a notice by mail to all Creditors of the date and time of the reconvened meeting of creditors. The notice also included an analysis of the First Amended Proposal.

20. The adjourned first meeting of creditors was reconvened on April 13, 2016 and was presided over by the representative of the Official Receiver. At the reconvened meeting, legal counsel to the Debtor provided an oral update on further proposed revised terms to the First Amended Proposal. The principal revision was to increase the amount of promissory notes to be distributed to affected creditors from \$200,000 to \$400,000. As a result, a creditor tabled a motion for another adjournment of the creditors' meeting to further investigate the affairs of the Debtor. The motion was unanimously approved by the creditors voting at the meeting and accordingly the meeting was adjourned to June 9, 2016.
21. On June 3, 2016 the Trustee sent a notice by email to the Participating Creditors, notifying them of the date and time of the reconvened meeting.
22. The adjourned first meeting of creditors was reconvened on June 9, 2016. At the reconvened meeting, legal counsel to the Debtor provided an oral update on further proposed revised terms to the First Amended Proposal. The principal revision was to increase the cash payment to affected creditors under the First Amended Proposal from \$500,000 to \$800,000 and decrease the amount of promissory notes to be distributed to affected creditors from \$200,000 to \$100,000 payable six months after the implementation of the proposal. As a result, a creditor tabled a motion for another adjournment of the creditors' meeting to further investigate the affairs of the Debtor. The motion was unanimously approved by the creditors voting at the meeting and accordingly the meeting was adjourned to August 10, 2016.
23. The proposed revised terms to the First Amended Proposal were not formally incorporated into an amended proposal.
24. On July 29, 2016 the Trustee sent a notice by email to the Participating Creditors, notifying them of the date and time of the reconvened meeting.
25. The adjourned first meeting of creditors was reconvened on August 10, 2016. At the reconvened meeting, legal counsel to the Debtor provided an oral update on final proposed revised terms to the First Amended Proposal. The principal revisions were to increase the cash payment to affected creditors under the First Amended Proposal from \$500,000 to \$700,000 and decrease the amount of promissory notes to be distributed to affected creditors from \$200,000 to \$100,000 payable in six months after the implementation of the proposal (the "**August 2016 Proposed Amendments**"). As a result, a creditor tabled a motion for another adjournment of the creditors' meeting to further investigate the affairs of the Debtor. The motion was unanimously approved by the creditors voting at the meeting and accordingly the meeting was adjourned to September 12, 2016.
26. On September 1, 2016, the Trustee received a further amended proposal (the "**Second Amended Proposal**") from the Debtor's counsel which incorporated the August 2016 Proposed Amendments discussed at the August 10, 2016 reconvened creditors'

meeting. A copy of the Second Amended Proposal is attached and marked as Exhibit "C".

27. On September 2, 2016 the Trustee sent a notice by mail to all Creditors of the date and time of the reconvened meeting of creditors. The notice also included an analysis of the amendments included in the Second Amended Proposal.
28. At the reconvened meeting on September 12, 2016, a creditor tabled a motion for another adjournment to further investigate the affairs of the Debtor. The motion was approved by the creditors voting at the meeting and accordingly the meeting was adjourned to September 29, 2016.
29. On September 22, 2016 the Trustee sent a notice by email to the Participating Creditors, notifying them of the date and time of the reconvened meeting.
30. The adjourned meeting of creditors was reconvened on September 29, 2016 and was presided over by the Official Receiver.
31. That at the reconvened meeting of creditors held on September 29, 2016 the Second Amended Proposal was accepted by the required majority of creditors as follows:

**VOTE AT MEETING:**

	\$	#	% \$	% #
Total Voting FOR	\$ 5,814,901.83	72	66.8%	72.7%
Total Voting AGAINST	\$ 2,883,607.99	27	33.2%	27.3%
<b>Total Voting Claims</b>	<b>\$ 8,698,509.82</b>	<b>99</b>	<b>100.0%</b>	<b>100.0%</b>

32. That copies of the minutes of all creditor meetings are attached collectively and marked as Exhibit "D".
33. That the Trustee is of the opinion that the Second Amended Proposal is calculated to benefit the general body of creditors of the Debtor, that its terms are reasonable, and that it will result in the Creditors having a better recovery than they would otherwise receive in a bankruptcy of VHL. Further, the Trustee is of the view that the Further Amended Proposal is made in good faith.
34. Pursuant to section 3.5 of the Second Amended Proposal, funding for the payments to be made by the Trustee were to be received by the Trustee within 14 Business Days of the acceptance of the Second Amended Proposal by VHL's creditors.
35. Accordingly the funding was to be provided to the Trustee on or before October 20, 2016. On October 18, 2016, the Trustee was informed that VHL had an amount of \$50,000 to be

deposited into the Trustee's trust account, but needed an extension to arrange for the balance of the funds.

36. The Trustee was informed that VHL was in discussions with a party that was looking to acquire the remaining assets of VHL including the intellectual property, in addition to VHL's tax attributes (the "**Residual Asset Purchaser**"). The closing of this proposed transaction would then provide the remaining funds necessary to fulfil VHL's payment obligations pursuant to the terms of the Second Amended Proposal.
37. The Trustee discussed the extension request with the sole Estate Inspector that had been appointed at the reconvened meeting of creditors held on September 29, 2016. With the approval of the Estate Inspector, the Trustee agreed to extend the timeline for funding the remaining \$650,000 until November 18, 2016.
38. On November 16, 2016 the Trustee was contacted by legal counsel for VHL indicating the Residual Asset Purchaser required some additional time to conclude its due diligence and close the proposed transaction. The Trustee spoke with a representative of the Residual Asset Purchaser. The Trustee was informed by the Residual Asset Purchaser that they have retained legal counsel for the proposed transaction and that they are holding funds to enable them to close the transactions. The Trustee spoke to the Residual Asset Purchaser's legal counsel and confirmed that they had been retained. In addition, the Trustee performed some research on the Residual Asset Purchaser which indicates that it appears to be a bona fide party that would have the resources necessary to close on a transaction with VHL.
39. Accordingly, the Trustee discussed the extension request with the sole Estate Inspector who agreed to approve the extension of the timeline for funding the remaining \$650,000 until January 16, 2017.
40. The Estate Inspector further indicated that he would not agree to any further extensions. Accordingly, in the event the remaining funding is not provided to the Trustee on or before January 16, 2017, the Trustee in consultation with the Estate Inspector, will need to consider next steps including but not limited to seeking a Bankruptcy Order from this Honourable Court to place VHL in bankruptcy.

## UPDATE ON RELATED PARTY ALLEGATIONS

41. As previously reported in the Trustee's fifth report to the Court dated November 17, 2015 (the "Fifth Report"), allegations had been made during the Claims Process regarding the involvement of Huigang (Andrew) Sun, the principal of Besco International Investment Co., Ltd. ("**Besco**") and certain related entities, in the management of VHL prior to the filing of the NOI.
42. Pursuant to an Order of this Honourable Court dated November 19, 2015 (the "**Approval and Vesting Order**"), Besco acquired certain assets of VHL through an Asset Purchase Agreement (the "**APA**") that closed on December 21, 2015.
43. As indicated in the Fifth Report, section 65.13(5) of the BIA authorizes the court to approve the sale of assets by companies subject to NOI proceedings to related parties only if it is satisfied that:
  - a) "good faith efforts were made to sell or dispose of the assets to persons who are not related to the insolvent person"; and
  - b) "the consideration to be received is superior to the consideration that would otherwise be received under any other offer made in accordance with the process leading to the proposed sale or disposition."
44. As detailed in the Fifth Report, legal counsel for the Trustee wrote to legal counsel for both Besco and Mr. Kwok, the former director of VHL, seeking their client's responses to allegations that Mr. Sun had:
  - a) Been involved in the management and control of VHL;
  - b) Made representations that he was the owner of VHL; and
  - c) Controlled and directed the employees of VHL.
45. As noted in the Fifth Report, counsel for Besco responded to counsel for the Trustee denying any involvement with VHL.
46. Mr. Kwok informed the Trustee and its counsel that Mr. Sun and Besco had had no involvement in the management or control of VHL, but that Mr. Sun may have prematurely informed former employees of VHL that he was the new or future owner of the Debtor, following execution of an agreement in principle with VHL in early 2015.
47. At the first meeting of creditors on December 24, 2015, some of the creditors in attendance who had by now read the Fifth Report, provided the Trustee with additional

information concerning the allegations of Mr. Sun's involvement in VHL, specifically alleging that:

- a) Mr. Sun had represented himself as the President of the Debtor as early as February 2015;
  - b) Mr. Sun hired Charles Wei as Chief Financial Officer of the Debtor in February 2015;
  - c) Mr. Sun informed Mr. Wei that he was the sole owner (subsequently, the 80% owner) of Viceroy;
  - d) From March 2015, all of the Debtor's disbursements had to be approved personally by Mr. Sun, and that Mr. Sun was the only person who had payment approval authority;
  - e) Mr. Wei was never a signatory on any of the Debtor's bank accounts. Mr. Sun arranged for the Debtor's new bank accounts to be opened and appointed, among others, Wiston's (a Debtor related to Besco) accountant Nikki Zhang, as a signatory to those new accounts; and
  - f) A previous offer had been made for the purchase of the Debtor's assets by Douglas Auer, the former Chief Financial Officer of the Debtor, for the sum of \$15 million.
48. As a result of the new information, the Trustee agreed to make some further investigations into the relationship between Besco and the Debtor.
49. On January 20, 2016, the Trustee's counsel sent further letters to Mr. Sun's counsel and Mr. Kwok's counsel outlining the allegations discussed above, reiterating that Mr. Sun had previously denied such involvement with the Debtor, and asking if Mr. Sun or Mr. Kwok wished to make any further comment on their previous responses reported in the Fifth Report (copy of letters attached as Exhibits "E" and "F"). Attached to the letters was a "Confirmation of Job Offer" letter to Jia Gong printed on VHL's letterhead dated February 25, 2015. The "Confirmation of Job Offer" letter was signed by Mr Sun as "President".
50. On January 29, 2016, Mr. Sun's counsel responded to the Trustee's counsel with an email stating that Mr. Sun maintains the answers provided on November 10, 2015. A copy of the email response is attached as Exhibit "G".
51. The email further asserts that Mr. Sun does not recall having signed any document other than the one attached to the letter of January 20, 2016 from the Trustee's counsel.



52. In relation to the alleged offer received from Douglas Auer, the letter to Mr. Kwok requested that he respond to the following:
- a) Confirm whether such an offer was made;
  - b) Provide a summary of the terms of the offer and copies of any documentation in his possession or control regarding the offer; and
  - c) Advise whether the offer was accepted, rejected or withdrawn, and provide particulars of any relevant circumstances.
53. On January 22, 2016, Mr. Kwok's counsel responded to the Trustee's counsel with a letter addressing the involvement of Mr. Sun with the Debtor and offer made by Douglas Auer. A copy of the response is attached as Exhibit "H".
54. In regards to Mr. Sun's involvement with VHL, Mr. Kwok's response letter indicated the following:
- (a) Around the time of the "Confirmation of Job Offer" letter dated February 25, 2015 Mr. Sun (and/or one of his companies) was providing some advice and funding to the Debtor. The Debtor was not open for business between February and May 2015, but still required funding for the monthly holding costs.
  - (b) Mr. Sun was an advisor to Mr. Kwok and management of the Debtor. Mr. Sun also agreed to lend the Debtor funds to keep the Debtor from having to seek protection in bankruptcy.
  - (c) Shortly after the "Confirmation of Offer" letter was signed, Besco and the Debtor entered into an asset purchase agreement (the "**Initial APA**"). It was expected that Mr. Sun would become the President of VHL upon closing of the Initial APA.
  - (d) Mr. Kwok is not familiar with the "Confirmation of Offer" letter but he believes that listing Mr. Sun as "President" of the Debtor was a title given to Mr. Sun innocently but prematurely. Mr. Kwok notes that Mr. Sun does not read or write English so this is not a title he could have written in for himself.
  - (e) Charles Wei was hired as interim CFO by Mr. Sun (Besco) to help with his due diligence on the Debtor.
  - (f) Mr. Sun did not have to approve all of VHL's disbursements however Mr. Sun was providing funding to the Debtor and accordingly wanted to ensure he knew where the monies were being spent.

- (g) After the Initial APA was signed, Nikki Zhang and Hui Qiao were the two authorized signatories on the Debtor's bank accounts. Hui Qiao was an employee of the Debtor and Nikki Zhang was employed by Mr. Sun. This gave Mr. Sun comfort as he was completing his due diligence.
55. With respect to the offer received from Douglas Auer Mr. Kwok's response letter stated:
- a) There was an informal offer made by Douglas Auer in May 2014; and
  - b) Mr. Kwok does not have any documentation on this offer as it was a preliminary discussion and did not progress past beyond being an informal offer.
56. On January 20, 2016, the Trustee's counsel sent a letter to Mr. Wei's counsel outlining the allegations noted above and requesting an opportunity to speak to Mr. Wei.
57. On February 15, 2016, a conference call was arranged by the Trustee's legal counsel. Mr. Wei and his legal counsel attended the call with the Trustee and the Trustee's legal counsel.
58. Mr. Wei's legal counsel indicated at the commencement of the meeting that all of his client's comments were being made on a without prejudice basis.
59. The Trustee notes the following comments that were made by Mr. Wei:
- a) Mr. Sun indicated to Mr. Wei that he was the sole owner of VHL and was going to run the business. However in a subsequent meeting with Mr. Sun in which Mr. Kwok also attended, Mr. Wei was informed that Mr, Kwok was a minority shareholder;
  - b) An accounts payable approval matrix was instituted to control cash disbursements and Mr. Wei was instructed by Mr. Sun that nothing was to be paid without his approval;
  - c) Mr. Sun opened up bank accounts in April or May of 2015 and the signatories were Nikki Zhang, Lillian (Mr. Sun's assistant), Robert Hammell (a director of VHL) and Hui Qiao;
  - d) Lillian subsequently left as she was never paid for her services; and
  - e) Despite being hired as Assistant to the President, he was not included in any meetings and Mr. Sun and Mr. Kwok made all of the decisions relating to strategy.

60. With respect to the additional allegations as noted previously and the follow up investigations, the Trustee submits the following:
- a) Based on discussions with Mr. Kwok, the Debtor does appear to have made some effort to sell VHL to parties other than Mr. Sun, however given the lack of a formal process there is no documentation for the Trustee to determine the extent of those efforts;
  - b) Based on the further investigations made by the Trustee, it appears that Mr. Sun did have involvement with the Debtor, however it is unclear as to the extent of his involvement in the management and direction of the Debtor's affairs;
  - c) Given that Mr. Sun does not speak English, it is plausible that he was not aware of the documents that he was signing on behalf of VHL or the implications of the assertions made in those documents; and
  - d) In the event there was an informal offer made to the Debtor in the amount of \$15 million, as noted in the table provided in the Fifth Report there were \$17.1 million of secured claims which would have taken priority over the claims of the unsecured creditors resulting in a nil distribution to the unsecured creditors.
61. Given the state of the Debtor's financial position at the time of its NOI filing and the absence of resources to conduct a formal sale process, the Trustee does not believe that a significantly superior offer could have been achieved that exceeded the offer from Besco.
62. As indicated in the Fifth Report, the APA from Besco exceeded the liquidation value of the assets and the only parties that could have been prejudiced from the sale of VHL's assets to Besco was the secured creditors.
63. The Trustee has confirmed with VHL's legal counsel that all of the secured creditors whose interests would be affected by the Approval and Vesting Order were served with notice of the application and understands that no opposition was offered at either the Court hearing or in the subsequent period that has elapsed since the Approval and Vesting Order was entered by this Honourable Court.

## **UPDATE ON FUNDS HELD FOR EMPLOYEES**

64. Pursuant to paragraph 11(b) of the Approval and Vesting Order, this Honourable Court directed that an amount be forwarded to the Trustee from the funds paid on the closing of the APA equal to the amount that employees and former employees would have been required to be paid under subsections 60(1.3)(a) and (1.5)(a) of the BIA had the Court approved a proposal.
65. Accordingly, subsequent to the closing of the APA, legal counsel for VHL forwarded to the Trustee the amount of \$159,310 which was based on the Trustee's calculation from claims submitted by employees and the Debtor's books and records.
66. The Trustee continues to hold such amount in its trust account pending implementation of the Second Amended Proposal.

## **UPDATE ON STATUS OF ADMINISTRATIVE CHARGE**

67. Pursuant to paragraph 11(a) of the Approval and Vesting Order, this Honourable Court directed that an amount of \$250,000 be withheld from the proceeds on the closing of the APA to secure the Administrative Charge granted by an order of this Honourable Court dated July 30, 2015.
68. Consistent with the order, the funds were held by the Debtor's legal counsel and were used to pay the professional fees incurred in these proceedings. However, with the unanticipated adjournments of the creditor meeting and amendments to the Debtor's proposal, the funds paid pursuant to the Approval and Vesting Order have now been depleted.
69. At the date of drafting this report, the Trustee and its legal counsel both had outstanding fees and expenses exceeding the amounts held as retainers. As a result, both the Trustee and the Trustee's legal counsel had been requesting additional retainers from the Debtor. However, as of the date of this report, neither the Trustee nor its legal counsel had been brought current on their outstanding fees and have depleted all retainer funds to date.
70. As a result, the Trustee has prepared this report without the benefit of a review by its legal counsel.
71. The Trustee notes that although the majority of VHL's assets were sold to Besco, the Debtor still owns its intellectual property. The Trustee has been approached by a party that has expressed an interest in acquiring the Debtor's internet domain name. The Trustee has passed this information along to the Debtor.
72. The Trustee notes that the Administrative Charge is still in effect and if its fees and expenses and those of its legal counsel remain unaddressed by the Debtor, the Trustee may

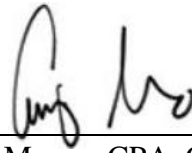
need to seek the Court's assistance with enforcing its Administrative Charge over VHL's remaining assets.

73. That we forwarded a copy of this report to the Official Receiver on this day.

Dated at Vancouver, British Columbia this 18<sup>th</sup> day of November 2016.

FTI CONSULTING CANADA INC.  
Trustee acting *in re* the Proposal of  
Viceroy Homes Ltd.

Per:



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Craig Munro, CPA, CA, CIRP  
Managing Director – FTI Consulting Canada Inc.

# **EXHIBIT A**



Corporate Finance & Restructuring

Pacific Centre  
701 West Georgia Street  
Suite 1502  
Vancouver, BC V7Y 1C6  
Scott.Gallon@FTIConsulting.com

fticonsulting.com

December 14, 2015

**To the creditors of Viceroy Homes Ltd.**

On December 9, 2015, Viceroy Homes Ltd., ("**Viceroy**" or the "**Company**") lodged with us a Proposal pursuant to the Bankruptcy and Insolvency Act. On the same day the Proposal was filed with the Official Receiver.

Attached to this notice are the following documents.

- A. The Proposal
- B. Statement of Affairs
- C. Proof of Claim form
- D. Proxy form
- E. Voting letter
- F. Report of the Trustee on the Proposal

A general meeting of the creditors will be held on the 24<sup>nd</sup> day of December, 2015 at 10:00 AM at:

Cadillac Fairview – Pacific Centre.  
Suite 950, 609 Granville Street  
Vancouver, BC V7Y 1H2

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, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the time appointed for the meeting of creditors via email to **Scott.Gallon@fticonsulting.com**. Proof of claim forms are to be filed based on the amount owed as of June 9, 2015; the date the Notice of Intention to make a Proposal was filed.

**Note: All persons who have already provided Proofs of Claim to the Trustee DO NOT have to resubmit their claim.**



Further information with respect to this matter is available on the Trustee's web-site:  
<http://cfcanada.fticonsulting.com/viceroy/>

Should you have any queries in the interim, please do not hesitate to contact a representative of the Trustee, Scott Gallon at (604) 601-5691.

Yours truly,

**FTI CONSULTING CANADA INC.**

In its capacity as Trustee under a Proposal  
Viceroy Homes Ltd.  
and not in its personal capacity

Per:

A handwritten signature in black ink, appearing to read 'Scott Gallon', written over a light blue horizontal line.

Scott Gallon, CA



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF**

**VICEROY HOMES LTD.**

**ARTICLE I  
DEFINITIONS & INTERPRETATION**

**1.1 DEFINITIONS**

In the Proposal:

“Administrative Charge Amount” shall have the meaning ascribed thereto in the APA Approval Order.

“APA Approval Order” means the Court order granted on November 19, 2015 in the Proposal Proceeding approving, *inter alia*, the transaction pursuant to the Asset Purchase Agreement and distribution of the proceeds thereof.

“Approval Order” means the Court order made in the Proposal Proceeding approving the Proposal and directing the implementation of the Proposal.

“Asset Purchase Agreement” means the asset purchase agreement among Besco International Investment Co., Ltd., Viceroy Homes (2015) Ltd. and the Company dated November 12, 2015.

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

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

“Claim” means any right or claim of any person against the Company whether or not asserted in connection with any indebtedness, liability or obligation of any kind whatsoever owed to such person, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable, or fiduciary duty), any right of ownership of or title to, or to a trust or deemed trust against, any of the property or assets of the Company, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any person to

advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose of action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and, for certainty, includes Priority Claims.

"**Claims Process Order**" means the Court order granted on July 30, 2015 authorizing the Claims Process.

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

"**Company**" means Viceroy Homes Ltd.

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

"**Completion Date**" means the date on which all of the Company's obligations under the Proposal have been met.

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

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

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

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

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

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

**"Distribution Date"** means the date which is 10 days after the Effective Date, subject to Subsection 7.5(c) of the Proposal.

**"Effective Date"** means the date on which all conditions precedent to the Proposal set forth in Article V hereof have been satisfied or waived, subject to Subsection 7.5(c) of the Proposal.

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

**"Employee Unsecured Claims"** means any Proven Claim of any employees or former employees of the Company less the amount of their Employee Priority Claim.

**"Filing Date"** means June 9, 2015, the date when the Notice of Intention to File a Proposal was filed by the Company.

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

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

**"Priority Claim"** means a Proven Claim of a Creditor entitled to receive a payment of any amount owed to it in priority to other Unsecured Creditors as provided for in Section 136 of the BIA, which for greater certainty includes Employee Priority Claims and Crown Claims.

**"Priority Creditor"** means a Creditor having a Priority Claim to the extent of that Priority Claim.

**"Proof of Claim"** means the proof of claim, in the form prescribed by the Claims Process Order, delivered to the Trustee in accordance with the terms of such Order.

**"Proposal"** means the Proposal among the Company and the Unsecured Creditors, as from time to time amended, modified or supplemented pursuant to an order of the Court, or pursuant to an agreement among the Company and the Unsecured Creditors, as provided for herein or pursuant to any Meeting of the Unsecured Creditor Class.

**"Proposal Proceeding"** means the proceeding commenced by the Company under the BIA, being British Columbia Supreme Court, Vancouver Registry Action No. B-150645.

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

**"San Bao"** means San Bao Investments Inc.

**"Secured Creditors"** means those Creditors holding Security Interests against any or all assets of the Company.

**"Security Interest"** means a valid and enforceable mortgage, charge or encumbrance on the Company's assets, whether contractual, statutory or otherwise, that is in existence as at the Filing Date, as determined by the Trustee pursuant to the Claims Process.

**"Trustee"** means FTI Consulting Canada Inc. in its appointed capacity as trustee of the Proposal, and not in its personal capacity.

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

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

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

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

**"Unsecured Deficiency Claim"** means a Proven Claim of a Secured Creditor to the extent that such Proven Claim exceeds the realizable value of the assets subject to that Secured Creditors' Security Interest.

## **1.2 HEADINGS**

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

## **1.3 STATUTORY REFERENCE**

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

## **1.4 NUMBER AND GENDER**

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

## **1.5 CURRENCY**

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

**1.6 DATE FOR ANY ACTION**

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

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

**2.1 PURPOSE OF THE PROPOSAL**

The purpose of the Proposal is to permit the Company to settle payment of its liabilities as at the Filing Date and to compromise the indebtedness owed to the Unsecured Creditors of the Company on a fair and equitable basis.

**2.2 TRUSTEE UNDER THE PROPOSAL**

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

**2.3 EFFECT ON SECURED CREDITORS**

Secured Creditors are only affected under the Proposal to the extent of any Unsecured Deficiency Claim such Secured Creditor may have, and will be paid in accordance with existing agreements between such Secured Creditor and the Company, as amended from time to time or as may be arranged in the future between the Company and the Secured Creditor.

**2.4 WAIVER OF SAN BAO**

It is a term of the Proposal that San Bao shall not be entitled to any distribution hereunder with respect to its Unsecured Deficiency Claim, and shall not vote on the Proposal.

**ARTICLE III  
TREATMENT OF UNSECURED CREDITORS**

**3.1 UNSECURED CREDITOR CLASS**

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

**3.2 PAYMENT TO UNSECURED CREDITORS**

If the Unsecured Creditor Class votes in favour of the Proposal, then on the Distribution Date, each Unsecured Creditor will receive its *pro rata* distribution of \$500,000.

### **3.3 CREDITORS WITH DISPUTED CLAIMS**

Unsecured Creditors with Disputed Claims shall be entitled to attend the Meeting and cast a vote in respect of the Proposal up to the value of their Disputed Claim. The Trustee shall keep a separate record and tabulation of any votes cast in respect of Disputed Claims. The Trustee shall report the result of the vote and the tabulation of votes of Proven Claims and Disputed Claims to the Court and, if the decision by Unsecured Creditors whether to approve or reject the Proposal is affected by the votes cast in respect of Disputed Claims, the Company shall seek direction from the Court in respect thereof. The fact that a Disputed Claim is allowed for voting purposes shall not preclude the Company or the Trustee from disputing the Disputed Claim for distribution purposes.

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

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

### **3.4 COMPROMISE AND RELEASE**

Upon the Company meeting its obligations to Unsecured Creditors under the Proposal, each Unsecured Creditor shall:

- (a) release the Company from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims; and
- (b) release the directors and officers of the Company from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims, where the directors or officers are, by law, liable in their capacity as directors or officers for the payment of such obligation but shall not include claims that are based on allegations of misrepresentation made by directors to creditors or of wrongful or oppressive conduct by directors.

### **3.5 FUNDING OF PAYMENTS UNDER THE PROPOSAL**

Payments under the Proposal, other than payments in respect of the Employee Priority Claims (which shall be paid from funds held by the Trustee pursuant to the APA Approval Order), shall be made from funds made available to the Trustee by San Bao, or its nominee, payable to the Trustee within five Business Days of the issue of the Approval Order.

**ARTICLE IV  
PRIORITY PAYMENTS**

**4.1 TRUSTEE'S FEES**

The Trustee's Fees will be paid by the Company in priority to payment of all Proven Claims in accordance with the provisions of the BIA from funds held by the Company's Solicitors on account of the Administrative Charge Amount pursuant to the APA Approval Order and, to the extent that such funds are insufficient to pay the Trustee's Fees, from funds made available to the Company by San Bao or its nominee.

**4.2 PAYMENT OF PRIORITY CREDITORS**

The Trustee shall pay the following from the amounts paid to the Trustee pursuant to the APA Approval Order or Section 3.5 of the Proposal as applicable:

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

**ARTICLE V  
CONDITIONS PRECEDENT**

**5.1 CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

The Effective Date is subject to the satisfaction or waiver of the following conditions precedent:

- (a) The Proposal being approved by the Unsecured Creditor Class by the requisite percentages in relation both to numbers of the Unsecured Creditors voting and to the dollar amounts of Proven Claims of the Unsecured Creditors voting in accordance with the provisions of the BIA;
- (b) The Approval Order has been issued and has not been stayed;
- (c) The transaction pursuant to the Asset Purchase Agreement shall have closed;
- (d) San Bao shall have delivered to the Trustee documentation, in a form satisfactory to the Trustee acting reasonably, evidencing the waiver of San Bao's right to any distribution in respect of its Unsecured Deficiency Claim and San Bao's agreement that it shall not vote on the Proposal;
- (e) San Bao, or its nominee, shall have made available to the Trustee all of the funds necessary for the Trustee to make the payments under the Proposal; and
- (f) All other actions, documents and agreements necessary to implement the Proposal shall have been effected and executed.

**5.2 WAIVER OF CONDITIONS**

Any conditions precedent contained in Section 5.1 hereof, other than Subsections 5.1(a) and 5.1(b) may be waived by the Company with the prior consent of the Trustee.

**5.3 FAILURE TO SATISFY CONDITIONS PRECEDENT**

If the conditions precedent contained in Section 5.1 are not satisfied or waived in accordance with Section 5.2 hereof, on or before the day which is 30 days after the date on which the Approval Order is issued or such later date as may be specified by the Company with the consent of the Trustee, the Proposal shall not be implemented.

**ARTICLE VI  
DELIVERY OF NOTICES AND DISTRIBUTIONS UNDER THE PROPOSAL**

**6.1 NOTICES AND PAYMENTS TO UNSECURED CREDITORS**

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

**6.2 UNDELIVERABLE DISTRIBUTIONS**

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

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

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

Notwithstanding any other provision of the Proposal, each Unsecured Creditor that is to receive a distribution pursuant to the Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any governmental entity (including income, withholding and other tax obligations on account of such distribution).

**ARTICLE VII  
MEETING OF THE UNSECURED CREDITORS**

**7.1 MEETING**

The Meeting for the Unsecured Creditor Class to consider and vote on the Proposal shall be conducted in accordance with Part III, Division I – General Scheme for Proposals of the BIA.



## **7.2 VOTING**

The Proposal is to be voted on by the Unsecured Creditor Class at the Meeting.

For the purposes of voting each Unsecured Creditor shall have one vote for the purposes of determining a majority in number and each Unsecured Creditor shall be entitled to one vote for each \$1.00 of its Proven Claim for the purpose of determining a majority in value.

## **7.3 PROXIES AND VOTING LETTERS**

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

## **7.4 ADJOURNMENT OF MEETING**

The chair of the Meeting may in his or her discretion adjourn the Meeting upon such terms as are considered appropriate by the chair upon notice to those persons present at the Meeting for the purposes of considering amendments to the Proposal contemplated in Article VIII.

## **7.5 INSPECTORS**

At the Meeting, the Unsecured Creditors may appoint one or more but not exceeding five inspectors (the "Inspectors") under the Proposal whose duties will be restricted to the following:

- (a) to advise the Trustee in connection with its actions under the Proposal or any amendment thereto as the Trustee may, from time to time, request;
- (b) to advise the Trustee concerning any dispute which may arise as to the validity of claims of Creditors under the Proposal;
- (c) to extend the Distribution Date and/or Effective Date provided for under the Proposal; and
- (d) to advise the Trustee in respect of such other matters as may be referred to the Inspectors by the Trustee.

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

The Trustee, and the Inspectors, should any be appointed, shall be exempt from all personal liability for any wrongful act, default or neglect (other than fraud, willful misconduct or gross negligence) in fulfilling any duties or exercising any powers conferred upon them by the Proposal, the BIA or generally in carrying out the terms of the Proposal.

**ARTICLE VIII  
AMENDMENTS AND MODIFICATIONS**

**8.1 AMENDMENT OF PROPOSAL**

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

**8.2 MODIFICATION OF PROPOSAL**

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

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

**8.3 WAIVERS**

Other than the conditions precedent contained in Subsections 5.1(a), (b), (d) and (e) hereof, any provision of the Proposal may be waived, with the consent of the Trustee, by the Unsecured Creditor Class or by an Unsecured Creditor affected by the provision.

**ARTICLE IX  
APPLICATION FOR APPROVAL ORDER**

**9.1 APPLICATION FOR APPROVAL ORDER**

Within five days after the Proposal has been approved by the Unsecured Creditors by the requisite percentages in relation both to numbers of Creditors and dollar amounts of Proven Claims of Unsecured Creditors voting on the resolution at the Meeting, the Trustee will apply to the Court for the Approval Order.

**9.2 CONTINUATION OF THE STAY OF PROCEEDINGS**

The stay of proceedings provided for in Subsection 69.1(1) of the BIA will be continued in full force and effect from the date of filing of the Proposal until the Completion Date, or if the Company becomes bankrupt, the date of bankruptcy.

**ARTICLE X  
GENERAL**

**10.1 CERTIFICATE OF FULL PERFORMANCE OF PROPOSAL**

Following the Completion Date, the Trustee shall give to the Company and the official receiver a certificate, in the prescribed form, in accordance with Section 65.3 of the BIA.

**10.2 FURTHER ACTIONS**

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

**10.3 NOTICES**

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

c/o FTI Consulting Canada Inc.  
701 West Georgia Street  
Suite 1502  
Vancouver, BC V7Y 1C6

Telephone: (604) 601-5691

Facsimile: (604) 801-5911

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

**10.4 DATE AND REFERENCE**

The Proposal may be referred to as being the Proposal of the Company dated for reference December 7, 2015.


**10.5 SUCCESSORS AND ASSIGNS**

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

DATED at the City of Vancouver, Province of British Columbia this 7th day of December, 2015.

**VICEROY HOMES LTD.**

Per:

  
Authorized Signatory

ROBERT HAMMELL  
CHAIRMAN

District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. 11-2004159  
 Estate No. 11-2004159

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)

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

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A" .....	10,183,671.45	1. Inventory .....	0.00
Balance of secured claims as per list "B" .....	1,116.21	2. Trade fixtures, etc. ....	0.00
Total unsecured creditors .....	10,184,787.66	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B" .....	22,214,825.09	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" estimated to be reclaimable for .....	0.00	Bad .....	884,000.00
Total liabilities .....	32,399,612.75	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 .....	0.00
		7. Livestock .....	0.00
		8. Machinery, equipment and plant .....	1,502,000.00
		9. Real property or immovable as per list "G" .....	5,870,000.00
		10. Furniture .....	0.00
		11. RRSPs, RRIFFs, 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" .....	1,278,000.00
		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 .....	8,650,000.00
		Deficiency .....	23,749,612.75

I, Robert Hammell, of the city of Richmond in the Province of British Columbia, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 9th day of June 2015 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)  
 before me at the city of Richmond in the Province of British Columbia, on this 9th day of December 2015.

*[Signature]*

*[Signature: Robert Hammell]*  
 Robert Hammell

**ARTI SOOD, NOTARY PUBLIC**  
 3080 - 11666 Steveston Highway  
 Richmond, BC V7A 1N6  
 (604) 368-8475



District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. 11-2004159  
 Estate No. 11-2004159

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1101600 Ontario Inc. 17434	Unit 1300 - 2081 Merivale Road Ottawa ON K2G 1G9	123,742.15	0.00	123,742.15
2	2158274 Ontario Inc Leland 16384	2158274 Ontario Inc 2341 Whittington Drive Peterborough ON K9J 6X4	69,371.75	0.00	69,371.75
3	4Refuel Canada Ltd. 15678	4Refuel Canada LP c/o V7428C Vancouver BC V6B 4E2	1,116.21	1,116.21	2,232.42
4	A.F.S. 11152	A.F.S. 110 SIERRA COURT MAPLE ON L6A 2N7	22,316.04	0.00	22,316.04
5	A-1 Taxi 17771	A-1 Taxi 975A Elgin St W Cobourg ON K9A 5J3	155.00	0.00	155.00
6	Aaron B. Kendal PC 17909	Aaron B. Kendal PC 30800 Northwestern Hwy Farmington Hills MI 48334 USA	2,506.89	0.00	2,506.89
7	ABELL PEST CONTROL 16901	ABELL PEST CONTROL 3075 RIDGEWAY DR. #27 MISSISSAUGA ON L5L 5M6	1,165.46	0.00	1,165.46
8	ACKLANDS - GRAINGER INC. 3272	ACKLANDS - GRAINGER INC. P.O. BOX 2970 WINNIPEG MB R3C 4B5	2,669.19	0.00	2,669.19
9	ADECCO EMPLOYMENT SERVICES LTD 9887	ADECCO EMPLOYMENT SERVICES LTD Lockbox T46033 Toronto ON M5W 4K9	50,696.30	0.00	50,696.30
10	ADT SECURITY SERVICES CANADA, INC. 4504	ADT SECURITY SERVICES CANADA, INC. 615-18TH STREET S.E. CALGARY AB T2E 6J5	816.92	0.00	816.92
11	Advance Building Maintenance 16846	Advance Building Maintenance Ltd 12452 70A Avenue Surrey BC V3W 0C7	14,647.50	0.00	14,647.50
12	ADVANCED MOBILE FIRST AID AND 16505	ADVANCED MOBILE FIRST AID AND 2110-1368 Kingsway Avenue PORT COQUITLAM BC V3C 6P4	6,681.90	0.00	6,681.90
13	AIG Insurance Company of 17794	AIG Insurance Company of PO Box 15286 Toronto ON M5W 1C1	170.88	0.00	170.88
14	AIR LIQUIDE CANADA INC. 316	1490 Boundary Road BURNABY BC V5K 4V3	46.24	0.00	46.24
15	AIR LIQUIDE CANADA INC. 317	AIR LIQUIDE CANADA INC. 23231 Fraserwood Way RICHMOND BC V6V 3B3	3,809.23	0.00	3,809.23
16	AKHURST MACHINERY LIMITED 400	AKHURST MACHINERY LIMITED 1669 FOSTER'S WAY DELTA BC V3M 6S7	3,719.17	0.00	3,719.17
17	AKZO NOBEL WOOD COATINGS LTD 16719	AKZO NOBEL WOOD COATINGS LTDQ PO BOX 6100 TORONTO ON M4Y 2Z2	21,742.91	0.00	21,742.91

09-Dec-2015

Date

Robert Hammell

District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. 11-2004159  
 Estate No. 11-2004159

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
18	All Green Ink 18068	All Green Ink 266 Charlotte St Peterborough ON K9J 2V4	462.17	0.00	462.17
19	Alliance Door Products 16299	Alliance Door Products #1 2076 Townline Rd Abbotsford BC V2T 6E5	51,229.45	0.00	51,229.45
20	ALLOY & COPPER INTERNATIONAL INC. 14053	1250 Matheson Blvd E Mississauga ON L4W 1R2	1,179.72	0.00	1,179.72
21	American Architectural Manufacturer 30076	American Architectural Manufacturer 1827 Walden Office Sqaure Schaumburg IL 60173 USA	6,372.27	0.00	6,372.27
22	AMY SEGUIRE SIMPSON 20981	AMY GREENLY C/O VICEROY HOMES LTD PORT HOPE ON L1A 4H1	51.00	0.00	51.00
23	Andrea Bermudez	58, Marine Parade Drive, Suite 713 Etobicoke ON M8V 4G1	18,816.30	0.00	18,816.30
24	APEGBC - ASSOC. OF PROF. ENGINEERS, 9756	APEGBC- ASSOC. OF PROF. ENGINEERS 200-4010 REGENT STREET BURNABY BC V5C 6N2	399.00	0.00	399.00
25	APEGS 17371	Association of Professional 2255-13th Avenue Regina SK S4P 0V6	892.50	0.00	892.50
26	Ashville Inc 17867	Ashville Inc 165 Line 4 South Shanty Bay On L0L 2L0	5,772.04	0.00	5,772.04
27	ASSOC. OF PROF. ENGINEERS 606	ASSOC. OF PROF. ENGINEERS & GEOSCIE 200 - 4010 REGENT ST. BURNABY BC V5C 6N2	399.00	0.00	399.00
28	ATOOUT MENAGE 15162	ATOOUT MENAGE 580 LAUZON LAVAL QC H7X 2Y6	4,104.60	0.00	4,104.60
29	Axiall Compound - Concord	121 Pippin Rd Concord ON L4K 4J9	28,141.96	0.00	28,141.96
30	B & H TEDFORD MACHINING 4254	B & H TEDFORD MACHINING & FABRICATI 6893 Dale Rd PORT HOPE ON L1A 3V6	436.18	0.00	436.18
31	B C BEARINGS 120059	B C BEARINGS 8985 Fraserwood Court Burnaby BC V5J 5E8	1,297.59	0.00	1,297.59
32	B.C. RENTALS 120193	BC RENTALS 12560 VICKERS WAY RICHMOND BC V6V 1H9	1,395.10	0.00	1,395.10
33	B.W. CREATIVE WOOD INDUSTRIES LTD. 393	B.W. CREATIVE WOOD INDUSTRIES LTD. 23282 RIVER ROAD MAPLE RIDGE BC V2W 1B6	1,873.75	0.00	1,873.75
34	BAILEY METAL PRODUCTS LTD. c/o Euler Hermes North America Insurance Company Attn: Sophie Normandin 647	Euler Hermes North America Insurance Company CIBC Tower, 1155, Rene-levesque Blvd, West, Suite 2810 Montreal QC H3B 2L2	28,137.08	0.00	28,137.08

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
35	Bailey West Inc 18170	Bailey West Inc 7715 Anvil Way Surrey BC V3W 6A2	9,610.46	0.00	9,610.46
36	Baillie and Associates Consulting 16005	Baillie & Associates Consulting 13285 21A Avenue Surrey BC V4N 9N1	4,989.60	0.00	4,989.60
37	BAKELAAR RODNEY 1104	232 VICTORIA STREET NORTH PORT HOPE ON L1A3N5	653.85	0.00	653.85
38	BARLO ELECTRONICS LTD. 588	BARLO ELECTRONICS LTD. 2970 LOTUS COURT COQUITLAM BC V3B 7B2	1,308.30	0.00	1,308.30
39	BATTLEFIELD EQUIPMENT RENTALS 16420	BATTLEFIELD EQUIPMENT RENTALS 880 SOUTH SERVICE ROAD STONEY CREEK ON L8E 5M7	18.46	0.00	18.46
40	BC Ambulance Service 18174	BC Ambulance Service PO Box 9676 Stn Prov Govt Victoria BC V8W 9P7	530.00	0.00	530.00
41	BC HYDRO 4309	BC HYDRO P.O. BOX 9501 VANCOUVER BC V6B 4N1	18,722.12	0.00	18,722.12
42	BC Ministry of Finance (Collections)	PO Box 9445 Stn Provincial Government BC V8W 9V5	3,000.00	0.00	3,000.00
43	BC WOOD SPECIALTIES GROUP 433	BC WOOD SPECIALTIES GROUP 9292-200th Street Langley BC V1M 3A6	1,575.00	0.00	1,575.00
44	BEAULIEU RICHARD 979	32 BRANDY CREEK CRESCENT KANATA ON K2M2B8	20,769.21	0.00	20,769.21
45	BELL CANADA - PUBLIC ACCESS 15456	BELL CANADA - PUBLIC ACCESS 40 NORELCO DRIVE NORTH YORK ON M9L 2X6	452.00	0.00	452.00
46	BELL CANADA 3750	BELL CANADA P. O. BOX 9000 NORTH YORK ON M3C 2X7	13,448.07	0.00	13,448.07
47	BELL CANADA 4101	BELL CANADA PO Box 1550, Stn Don Mills NORTH YORK ON M3C 3N5	206.52	0.00	206.52
48	BELL 15721	BELL P. O. BOX 3650 TORONTO ON M3C 3X9	1,006.07	0.00	1,006.07
49	Bena Co.	1110 Finch Ave. West - Suite 23 Toronto ON M3J 2T2	36,169.16	0.00	36,169.16
50	BENT JEANETTE, A. 964	PO BOX 339 WARKWORTH ON K0K3K0	3,790.40	0.00	3,790.40
51	Berenson Inc 17842	Berenson Inc 321 Hanson Rd Woodbridge ON L4L 3R7	0.00	0.00	0.00
52	BEST WESTERN COBOURG INN 9473	BEST WESTERN 930 BURNHAM STREET COBOURG ON K9A 2X9	3,371.80	0.00	3,371.80

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FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
53	Bestway Transport/County Line 18079	Bestway Transport/County Line 75 Wilmot Road Wilmot NB E7P 2V4	19,354.00	0.00	19,354.00
54	BFI Canada 17540	BFI Canada 650 Creditstone RD Concord ON L4K 5C8	429.40	0.00	429.40
55	B-H WOODTURNING LTD. 6699	B-H WOODTURNING LTD. 810 DERWENT WAY DELTA BC V3M 5R1	477.23	0.00	477.23
56	Blackstone Building Products 16033	Blackstone Building Products 2168 Winding Woods Drive Oakville ON L6H 5T8	2,634.46	0.00	2,634.46
57	Blue Ant Media Solutions Inc. 17741	Blue Ant Media Solutions Inc 130 Merton Street Toronto ON M4S 1A4	8,267.45	0.00	8,267.45
58	BLUM CANADA LIMITED 14118	BLUM CANADA LIMITED 7135 PACIFIC CIRCLE MISSISSAUGA ON L5T 2A8	17,638.82	0.00	17,638.82
59	BOSCUS CANADA INC 15625	BOSCUS CANADA INC 900 Selkirk Ave Point-Claire QC H9R 3S3	28,955.77	0.00	28,955.77
60	Boss Roofing 18048	Boss Roofing 3384 Baseline Keene ON K0L 2G0	15,594.00	0.00	15,594.00
61	BOUDREAU PAUL R.S 880	8992 GLENDALE DR COBOURG ON K9A4J9	2,464.68	0.00	2,464.68
62	BREWS BROTHERS 692	THE BREWS BROTHERS 30 Eglinton Av W MISSISSAUGA ON L5R 0C1	1,877.38	0.00	1,877.38
63	Brian McClure	3435 Memorial Park Drive E. RR4 Pawassan ON P0H 1Z0	5,000.00	0.00	5,000.00
64	Brian Smith	4 Windbrook Crescent Kanata ON K2M 1L4	133,629.32	0.00	133,629.32
65	Brian Zacharias 16685	Brian Zacharias 316-2632 Pauline Street Abbotsford BC V2S 0C9	8,497.14	0.00	8,497.14
66	BRIDGEPORT SHARPENING LTD. 603	BRIDGEPORT SHARPENING LTD. 11651 Eburne Way Richmond BC V6V 2M1	3,212.74	0.00	3,212.74
67	BROWN BYRON J 564	117 PEACOCK BLVD PORT HOPE ON L1A4G5	9,667.97	0.00	9,667.97
68	C.H. Robinson Company Canada Ltd 17730	C.H. Robinson Worldwide Inc PO Box 57729 Toronto ON M5W 5M5	0.00	0.00	0.00
69	CALLIOU RONALD, R 1081	11937 85A AVE DELTA BC V4C6V5	17,360.00	0.00	17,360.00
70	Cal-Matrix Metrology Inc 14157	Cal-Matrix Metrology Inc 916 GATEWAY BURLINGTON ON L7L 5K7	427.14	0.00	427.14

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List "A"  
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Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
71	Cambium C/O Jan Woodlands 2001 Inc 16727	Jan Woodlands (2001) Inc 13930 Humber Station Rd Caledon ON L7E 0Y4	0.00	0.00	0.00
72	CANADIAN BEARINGS LTD. 6017	CANADIAN BEARINGS LTD. 1600 DREW ROAD MISSISSAUGA ON L5S 1S5	2,106.27	0.00	2,106.27
73	CANADIAN CONSTRUCTION 9988	CANADIAN CONSTRUCTION 255 11TH AVENUE TWO MOUNTAINS QC J7R 3R4	3,271.04	0.00	3,271.04
74	CANADIAN FREIGHTWAYS LTD. 1423	CANADIAN FREIGHTWAYS LTD P. O. Box 1108 Calgary South Calgary AB T2H 2J1	3,875.82	0.00	3,875.82
75	CANADIAN GROUNDS INC. 14027	CANADIAN GROUNDS INC. 69 Advance Rd Etobicoke On M8Z 2S6	4,765.79	0.00	4,765.79
76	CANADIAN INDUSTRIAL DIST. 164	CANADIAN INDUSTRIAL DIST. 175 Sunpac Blvd Brampton ON L6S 5Z6	35,858.27	0.00	35,858.27
77	CANADIAN INDUSTRIAL DIST. 3522	CANADIAN INDUSTRIAL DIST. 175 Sunpac Blvd Brampton ON L6S 5Z6	3,398.55	0.00	3,398.55
78	CANADIAN MILL SERVICES ASS. 618	CANADIAN MILL SERVICES ASS. #200, 601-6TH STREET NEW WESTMINSTER BC V3L 3C1	11,937.00	0.00	11,937.00
79	Canon Canada Inc 17986	Canon Canada Inc 4711 Yonge St Toronto ON M2N 6K8	1,185.66	0.00	1,185.66
80	CAN-SAVE 2628	CAN-SAVE 411 Bayview Dr BARRIE ON L4N 8Y2	0.00	0.00	0.00
81	Canwel Building Materials 15495	Canwel Building Materials PO Box 10377 Vancouver BC V7Y 1G6	98,692.77	0.00	98,692.77
82	Caraustar 16766	Caraustar 55 Progress Avenue Scarborough On M1P 2Y7	4,006.47	0.00	4,006.47
83	Card Bros Ltd.	50 Mira Street Bancroft ON K0L 1C0	12,044.96	0.00	12,044.96
84	CARDINAL FASTENERS 6012	CARDINAL FASTENERS 120 VENTURE DR. SCARBOROUGH ON M1B 3L6	2,787.94	0.00	2,787.94
85	CARDINAL IG 16226	CARDINAL IG 50 Elmwood DR Mountaintop PA 18707 USA	116,881.34	0.00	116,881.34
86	Careerbuilder 16744	Careerbuilder c/o 911450 Toronto On M5W 0E9	2,210.28	0.00	2,210.28
87	CASCADE AQUA TECH 120236	Cascade Aqua-Tech Ltd #100-3215 Norland avenue Burnaby BC V5B 3A9	3,105.99	0.00	3,105.99

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List "A"  
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Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
88	CDW Canada Inc. 15967	CDW Canada Inc. PO Box 57720 Toronto On M5W 5M5	2,990.01	0.00	2,990.01
89	Cedarcrest Homes Ltd.	65 Alvin Ave Toronto ON M4T 2A8	33,900.00	0.00	33,900.00
90	Centric Engineering 18058	Centric Engineering 200 Queens Avenue London On N6A 1J3	2,994.50	0.00	2,994.50
91	CHAPMAN KAREN L 698	451 BOULTON COBOURG ON K9A1X8	4,445.35	0.00	4,445.35
92	CHARLES WEI 1121	24212 61 AVENUE LANGLEY BC V2Y2G2	21,538.46	0.00	21,538.46
93	CHARLETON MICHIKO 1107	14838 61 AVENUE, UNIT # 21 SURREY BC V3S2P3	346.16	0.00	346.16
94	Check-Point Mechanical Systems Ltd 17924	Check Point Mechanical System 785 Westney Rd South Ajax On L1S 7G1	9,262.56	0.00	9,262.56
95	CHEMCREST INC 3822	ARCHITECTURAL ORNAMENT INC. 55 BRADWICK DRIVE CONCORD ON L4K 3M6	34,249.69	0.00	34,249.69
96	CHRISTOPHER LINDAL 20525	65 Alvin Ave Toronto ON M4T 2A8	3,270.60	0.00	3,270.60
97	CID Bissett Fasteners Ltd	175 Sun Pac Blvd. Unit 2A, Brampton ON L6S 5Z6	28,843.35	0.00	28,843.35
98	CINTAS 9686	CINTAS 5293-272ND STREET LANGLEY BC V4W 1P1	3,511.76	0.00	3,511.76
99	CITY OF LAVAL 905	CITY OF LAVAL 1333, BOUL. CHOMEDEY SUCC. SAINT-MARTIN , LAVAL QC H7V 3Z4	27,713.82	0.00	27,713.82
100	CITY OF OTTAWA 17528	City of Ottawa PO Box 4647 Toronto On M5W 0E7	172.82	0.00	172.82
101	CITY OF RICHMOND 157	6911 No. 3 Road RICHMOND BC V6Y 2C1	1,007.00	0.00	1,007.00
102	CITY OF SURREY 4246	CITY OF SURREY P.O. BOX 9640 SURREY BC V6B 4G3	28,212.66	0.00	28,212.66
103	City Water International 17340	City Water International 19 Lido Rd Toronto On M9M 1M7	670.65	0.00	670.65
104	Clark Wilson LLP 17959	Clark Wilson LLP 900-885 West Georgia St Vancouver BC V6C 3H1	5,708.99	0.00	5,708.99
105	Claude Gremer	P.O. Box 426 - House #1747 Kuujuaq QC J0M 1C0	29,438.00	0.00	29,438.00
106	Clean-Mark Group Canada Inc 16783	Clean Mark Group Canada Inc 141 Adelaide St W Toronto On M5H 3L5	9,328.01	0.00	9,328.01

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
107	Clementine Thomas	PO Box 186 Fort St. James BC V0J 1P0	129,590.58	0.00	129,590.58
108	CN Payment Management 17518	CN PO 11774 Montreal QC H3C 0A4	0.00	0.00	0.00
109	COBOURG NETWORKS INC. 15394	COBOURG NETWORKS INC. 207 DIVISION STREET COBOURG ON K9A 4L3	9,040.00	0.00	9,040.00
110	COBOURG SAFETY 3853	COBOURG SAFETY 210 WILLMOTT ST COBOURG ON K9A 5A4	2,943.52	0.00	2,943.52
111	COMFORT INN 455	COMFORT INN ROUTE 2211 PORT HOPE ON L1A 3V6	340.49	0.00	340.49
112	COMMERCIAL SOLUTIONS INC 16464	COMMERCIAL SOLUTIONS INC PO Box 578 Calgary AB T2P 2J2	143.42	0.00	143.42
113	COMMISSION SCOLAIRE DE LAVAL 904	COMMISSION SCOLAIRE DE LAVAL C.P. 955, SUCC. ST. MARTIN LAVAL QC H7V 3S3	2,101.70	0.00	2,101.70
114	Conifex Fibre Marketing 17832	Conifex Fibre Marketing 110-2925 Virtual Way Vancouver BC V5M 4X5	0.00	0.00	0.00
115	Conuma River Management	71 braid street New Westminster BC V3L3P2	12,000.00	0.00	12,000.00
116	CORBY LEN 303	1083 TANGLEWOOD COURT OAKVILLE ON L6L5H6	14,400.00	0.00	14,400.00
117	CORPORATE EXPRESS 454	CORPORATE EXPRESS 1125 VERNON DRIVE VANCOUVER BC V6A 3P5	7,777.83	0.00	7,777.83
118	COSTA GRISSOM MACHINERY CANADA CO., 14096	COSTA GRISSOM MACHINERY CO. INC. 107 SEMINOLE DRIVE ARCHDALE NC 27263 USA	3,874.55	0.00	3,874.55
119	Country Lumber Ltd 17345	Country Lumber Ltd 22538 Fraser Hwy Langley BC V2Z 2T8	73,213.87	0.00	73,213.87
120	Craig Riley	6 Bunting Crt Ajax ON L1T 3S5	73,279.00	0.00	73,279.00
121	Crown Coffee Company 17397	Crown Coffee Company #110- 1231 Burdette Street Richmond BC V6V 2Z2	644.30	0.00	644.30
122	Daniel Bergeron C/O Jim Baird	332 Aylmer Street N. P.O. Box 1146 Peterborough ON K9J 7H4	20,000.00	0.00	20,000.00
123	Daniel Hadwen	15 Hillside Crescent Trenton ON K8V 3H6	8,454.60	0.00	8,454.60
124	David and Nancy Vermeer c/o Peter Mahoney	40 Queen St., P.O. Box 1360 St. Catharines ON L2R 5K8	301,721.75	0.00	301,721.75
125	David Fisher 21105	David Fisher c/o Viceroy Homes Ltd Port Hope ON L1A 4H1	962.47	0.00	962.47

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
126	De Lage Landen Financial 16335	De Lage Landen Financial 3450 Superior Court Oakville ON L6L 0C4	10,178.73	0.00	10,178.73
127	DEALY BEVERLEY 150	99 PHILLIPS RD, Apt 310 PORT HOPE ON L1A2J6	21,468.26	0.00	21,468.26
128	DEFINA ROSARIO 221	9 WOLFE CRT THORNHILL ON L4J6T9	54,246.12	0.00	54,246.12
129	DELAHAYE DONALD, J. 976	680 BARBARA CRESC PETERBOROUGH ON K9J3X5	14,231.44	0.00	14,231.44
130	Deleyo Express Inc 18065	Unit 3 - 575 Steeple Hill Pickering ON L1V 7E4	565.00	0.00	565.00
131	DEMOOY ABE H 31	285 SUNSET BLVD PETERBOROUGH ON K9H5L2	17,826.84	0.00	17,826.84
132	Dentons Canada LLP 17970	Dentons Canada LLP 77 King St W Toronto ON M5K 0A1	12,536.33	0.00	12,536.33
133	DERINGER 15235	DERINGER P. O. BOX 11349 MONTREAL QC H3C 5H1	104.03	0.00	104.03
134	DIAMOND DELIVERY SERVICES 4354	DIAMOND DELIVERY SERVICES 13350 Comber Way Surrey BC V3W 5V9	2,667.99	0.00	2,667.99
135	DICK'S LUMBER & BUILDING SUPPLIES L 459	DICK'S LUMBER & BUILDING SUPPLIES L 2580 GILMORE AVE. BURNABY BC V5C 4T5	83,085.28	0.00	83,085.28
136	DINERS CLUB/ENROUTE 498	DINERS CLUB/ENROUTE P.O. BOX 7000 TORONTO ON M5L 1L2	388.11	0.00	388.11
137	Direct Timber Inc 17993	Direct Timber Inc 1181 Thornton Rd S Oshawa On L1J 8P4	0.00	0.00	0.00
138	Direction principale des relations avec la clientèle des entreprises, Revenu Québec TAX	3800, rue de Marly Quebec QC G1X 4A5	82,883.72	0.00	82,883.72
139	Director - Provincial Sales Tax BC, Ministry of Finance TAX	PO BOX 9443 STN PROV GOVT VICTORIA BC V8W 9W7	0.00	0.00	0.00
140	DISUS INC. 14225	DISUS INC. 110 SPADINA AVENUE TORONTO ON M5V 2K4	46,330.00	0.00	46,330.00
141	DITMARS STEVEN 847	8 STEPHEN STREET BRIGHTON ON K0K1H0	2,252.02	0.00	2,252.02
142	DON OLIVER EXCAVATING 840	DON OLIVER EXCAVATING 259 WARD STREET E. PORT HOPE ON L1A 4A4	384.20	0.00	384.20
143	Doorcare 17346	Doorcare 108-20351 Duncan Way Langley BC V3A 7N3	782.53	0.00	782.53
144	Doucet Machineries Inc 16520	Doucet Machineries Inc 340,6e rue Daveluyville QC G0Z 1C0	1,575.40	0.00	1,575.40

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
145	DRAKE CORINNA 1064	1073 COUNTY RD. 64 BRIGHTON ON K0K1H0	4,615.38	0.00	4,615.38
146	Driving Force 18025	Driving Force 5671 Production Way Langley BC V3A 4N5	149,087.50	0.00	149,087.50
147	Durham Disposal Services Ltd 16776	Durham Disposal Services Ltd 113 Warren Rd Whitby ON L1N 2C4	19,603.98	0.00	19,603.98
148	Durham Fasteners 17189	Durham Fasteners 751 McKay Rd Pickering ON L1W 3C7	13,522.51	0.00	13,522.51
149	E.B. HORSMAN & SON 120082	200A 3071 No. 5 Road Richmond BC V6X 2T4	2,558.27	0.00	2,558.27
150	EHRET DAVID B. 1065	2771 MOUNCEY RD, Box 36 BALTIMORE ON K0K1C0	2,994.43	0.00	2,994.43
151	ELECTRICAL SAFETY AUTHORITY 9346	ELECTRICAL SAFETY AUTHORITY 1840 LANSDOWNE STREET PETERBOROUGH ON K9J 6X4	889.47	0.00	889.47
152	EMSCO LIMITED 132	83 Wallbridge Cres Belleville ON K8P 1Z5	3,921.84	0.00	3,921.84
153	ENBRIDGE GAS DISTRIBUTION 14003	ENBRIDGE SERVICES INC. P. O. BOX 650 SCARBOROUGH ON M1K 5E3	3,777.33	0.00	3,777.33
154	ENERSOURCE 247	2185 Derry Road West Mississauga ON L5N 7A6	1,735.97	0.00	1,735.97
155	ENGINEERED ON-SITE SOLUTIONS 3012	ENGINEERED ON-SITE SOLUTIONS 5466 KELLOGG WAY SE SALEM WA 97317 USA	2,572.20	0.00	2,572.20
156	EQUIFAX CANADA INC. 4224	EQUIFAX P. O. BOX 3869 TORONTO ON M5L 1K1	915.30	0.00	915.30
157	Era Forest Products Research 18070	Era Forest Products Research 1066 Gibsons Way Gibsons BC V0N 1V7	1,808.00	0.00	1,808.00
158	ETR 9384	ETR P.O. BOX 407, STATION D SCARBOROUGH ON M1R 5J8	1,466.85	0.00	1,466.85
159	Everypoint Logistics Solutions Inc 16668	Everypoint Logistics Solutions Inc. 5490 Thimens Blvd Montreal QC H4R 2K9	31,517.85	0.00	31,517.85
160	EXEL NORTHAMERICA INC 14071	Exel Northamerica Inc 931 PROGRESS AVENUE, UNIT 13 SCARBOROUGH ON M1G 3V5	670.97	0.00	670.97
161	Exova 16992	Exova 2395 Speakman Dr. Mississauga ON L5K 1B3	18,430.30	0.00	18,430.30
162	EXPO PROMOTIONS INC. 16278	EXPO PROMOTIONS INC. 9 BOUL MONTCALM NORD CANDIAC QC J5R 3L5	5,748.75	0.00	5,748.75

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
163	Express Employment Professionals 17869	Express Employment Professionals 8891-120th Street Delta BC V4C 6R6	5,750.67	0.00	5,750.67
164	Fairmile Cleaning Supplies 16953	Fairmile Cleaning Supplies Ltd 12472 70A Avenue Surrey BC V3W 0C7	2,997.69	0.00	2,997.69
165	FANG TAN FANG 915	689 8TH AVE WEST VANCOUVER BC V5Z1C7	2,440.20	0.00	2,440.20
166	FANUC AMERICA CORPORATION 15538	FANUC AMERICA CORPORATION DEPARTMENT 77-7986 CHICAGO IL 60678-7986 USA	3,643.12	0.00	3,643.12
167	Fasken Martineau DuMoulin LLP 18051	Fasken Martineau DuMoulin LLP 333 Bay Street, Suite 2400 Toronto On M5H 2T6	6,539.89	0.00	6,539.89
168	FASTENAL CANADA 642	FASTENAL CANADA 860 TRILLIUM DRIVE KITCHENER ON N2R 1K4	2,678.14	0.00	2,678.14
169	Fed Ex Freight 17406	FedEx Freight c/o T23222 Toronto ON M5W 5P4	672.92	0.00	672.92
170	FEDERAL EXPRESS 735	FEDERAL EXPRESS P. O. BOX 4626 TORONTO ON M5W 5B4	5,665.48	0.00	5,665.48
171	First Insurance Funding of Canada 17582	First Insurance Funding of Canada 20 Toronto Street Toronto ON M5C 2B8	92,721.82	0.00	92,721.82
172	FLOATING POINT 7	365 North Front St., Second Floor Belleville ON K8P 5A5	4,520.00	0.00	4,520.00
173	Foran's Roofing and Sheetmetal 17010	Forman's Roofing & Sheetmetal 400 Hopkins St Whitby ON L1N 2B9	5,025.89	0.00	5,025.89
174	Forestry Innovation Investment 17961	Forestry Innovation Investment 1200-1130 West Pender Street Vancouver BC V6E 4A4	5,086.52	0.00	5,086.52
175	Fortis BC- Natural Gas 17190	Fortis BC Natural Gas PO box 6666 Vancouver BC V6B 6M9	3,243.38	0.00	3,243.38
176	FP Innovations 17702	FP Innovations 570, boul. St Jean Pointe-Claire QC H9R 3J9	13,616.50	0.00	13,616.50
177	FRANKLIN INTERNATIONAL 14171	FRANKLIN INTERNATIONAL BANK ONE, NA, CANADA BRANCH TORONTO ON M5W 3N9	0.00	0.00	0.00
178	FRASER MICHAEL 966	5159 WALDON RD. BOX 32 GORES LANDING ON K0K2E0	2,125.62	0.00	2,125.62
179	FRASER PRINTERS (1972) LTD. 9058	FRASER PRINTERS 17530 56A AVENUE SURREY BC V3S 1G3	1,020.25	0.00	1,020.25
180	Fraser Valley Engineering Ltd. 18015	Fraser Valley Engineering Ltd #101-33465 Maclure Rd Abbotsford BC V2C 0C4	2,734.20	0.00	2,734.20

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
181	FS TOOL CORP 10461	71 HOBBS GATE MARKHAM ON L3R 9T9	5,743.39	0.00	5,743.39
182	G.C. Hudson Supply Ltd 18167	G.C. Hudson Supply Ltd 224 Hudson Point Road Brockville ON K6V 7E3	751.45	0.00	751.45
183	Gagnon Brunet LLP 16365	Gagnon Brunet 1440 Ste-Catherine Quest Montreal QC H3G 1R8	27,072.39	0.00	27,072.39
184	GAGNON CLAIRE 851	2578, RUE DE L'OMBRETTE STE-ROSE LAVAL QC H7L4P4	17,307.72	0.00	17,307.72
185	GALAXY PAVING LTD 120114	GALAXY PAVING LTD 8271 FAIRLANE ROAD RICHMOND BC V7C 1Y3	6,925.00	0.00	6,925.00
186	Gall Legge Grant & Munroe LLP 18146	Gall Legge Grant & Munroe LLP 1000 - 1199 West Hastings St. Vancouver BC V6E 3T5	3,024.52	0.00	3,024.52
187	Garnishees EMPLOYEE	N/A Port Hope ON L1A 4H1	17,560.87	0.00	17,560.87
188	GAZ PROPANE RAYMOND 15903	GAZ PROPANE RAYMOND 2235, ANTONIO-HEROUX TERREBONNE QC J6X 4R3	193.16	0.00	193.16
189	GE Canada Equipment Financing G.P. 15808	GE Canada Equipment Financing GP P.O. BOX 4553 TORONTO ON M5W 4S1	5,326.86	0.00	5,326.86
190	GEM FAB 120051	GEM-FAB 79 RIVERVIEW CRESCENT MARMORA ON K0K 2M0	4,111.49	0.00	4,111.49
191	General Internet Inc 17751	General Internet Inc 2-200 Panorama Pl Port Moody BC V3H 5H5	43,722.29	0.00	43,722.29
192	GENERAL PAINT 120209	General Paint 11040 No 5 Rd Richmond BC V7A 4E7	1,560.40	0.00	1,560.40
193	GENTEK BUILDING PRODUCTS LTD. 697	GENTEK BUILDING PRODUCTS LTD. 2023 KINGSWAY AVENUE PORT COQUITLAM BC V3C 1S9	5,938.85	0.00	5,938.85
194	GF Inc 6568	GF Inc 2270 PORTLAND STREET S.E. CALGARY AB T2G 4M6	11,286.76	0.00	11,286.76
195	GH INTERNATIONAL 535	GH International 2540 Rena Rd Mississauga On L4T 3C9	1,919.88	0.00	1,919.88
196	GHEORGHE FLORIN PAPUC	544 LEHMAN PLACE Port Moody BC V3H3Z6	16,500.00	0.00	16,500.00
197	GILMER'S HOME CENTRE 3824	GILMER'S HOME CENTRE 177 TORONTO RD. PORT HOPE ON L1A 3V5	14,794.60	0.00	14,794.60
198	Golden Ears Bridge Tolls 17777	Golden Ears Bridge Tolls Bag Service Box 3900 Vancouver BC V6B 3Z4	17.27	0.00	17.27

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
199	GOLDEN TRIANGLE PUBLISHING 17817	GOLDEN TRIANGLE PUBLISHING 28-205 HIGHLAND CRESCENT KITCHENER ON N2M 5L7	5,000.25	0.00	5,000.25
200	GOODFELLOW INC. 4637	GOODFELLOW INC. 9184 Twiss Rd CAMPBELLVILLE ON L0P 1B0	0.00	0.00	0.00
201	Goodwin Industrial Electric LTd 16093	Goodwin Industrial Electric Ltd 11091 Hammersmith Gate Richmond BC V7A 5E6	2,626.49	0.00	2,626.49
202	GOURLEY ROGER 961	142 ONTARIO ST BRIGHTON ON K0K1H0	11,645.94	0.00	11,645.94
203	Gowling Lafleur Henderson LLP 17252	Gowling Lafleur Henderson LLP 1 First Canadian Place Toronto On M5X 1G5	12,170.10	0.00	12,170.10
204	GRACE ALBERT I 677	15F 199 DRAKE ST VANCOUVER BC V6Z2T9	21,348.01	0.00	21,348.01
205	Green Care Janitorial Systems Ltd. 17139	Green Care Janitorial Systems Ltd. 101 Innovation Drive Unit 6-7 Woodbridge ON L4H 0S3	10,102.20	0.00	10,102.20
206	Guarantee Trade Credit Solutions	402 - 260 Hearst Way Kanata ON K2L 3H1	27,849.25	0.00	27,849.25
207	GUARDIAN BUILDING PRODUCTS 3182	Guardian Building Products #100 - 1010 Derwent Way DELTA BC V3M 5R1	1,300.11	0.00	1,300.11
208	GUILLEVIN INTERNATIONAL CO. 15351	GUILLEVIN INTERNATIONAL CO. P. O. BOX 850 CAMBRIDGE ON N1R 5X9	4,240.37	0.00	4,240.37
209	GUILLEVIN INTERNATIONAL INC. 6075	GUILLEVIN INTERNATIONAL INC. P. O. BOX 2102 VANCOUVER BC V6B 3T2	836.86	0.00	836.86
210	H PAULIN & CO. LTD. 14004	H. PAULIN & CO. LTD. 55 MILNE AVENUE SCARBOROUGH ON M1L 4N3	1,267.02	0.00	1,267.02
211	HAFELE CANADA INC. 14107	HAFELE CANADA INC. 5323 JOHN LUCAS DRIVE BURLINGTON ON L7L 6A8	1,695.00	0.00	1,695.00
212	HAMMELL ROBERT 660	9229-204TH ST., Walnut Grove LANGLEY BC V1M2G1	44,846.76	0.00	44,846.76
213	Harold and Nancy Gilberg	236 Websters Lane Mississauga ON L5G 1S5	25,000.00	0.00	25,000.00
214	HEENAN BLAIKIE C/O Gall, Legge, Grant & Munroe LLP 9767	10th floor, 1199 West Hastings St Vancouver BC V6E 3T5	1,830.08	0.00	1,830.08
215	HEENAN BLAIKIE 2329	HEENAN BLAIKIE 333 Bay Street TORONTO ON M5H 2T4	6,243.78	0.00	6,243.78
216	Helen Morgan McMillian	1030 Victoria Street N - Apt. 6 PORT HOPE ON L1A 3M7	1,469.82	0.00	1,469.82
217	HERON BEVERLY A 57	1101-666 TERRACE DR OSHAWA ON L1G2Z2	5,411.10	0.00	5,411.10

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
218	Hillmont Mortgage INT	89 Tycos Drive, Unit 208 TORONTO ON M6B 1W3	75,000.00	0.00	75,000.00
219	Holiday Inn Express Hotel & Suites 16773	Holiday Inn Express Hotel & Suites 10688 No 6 Road Richmond BC V6W 1E7	5,576.96	0.00	5,576.96
220	HOMAG CANADA INC 14065	HOMAG CANADA INC 5090 Edwards Blvd. MISSISSAUGA ON L5T 2W3	7,029.25	0.00	7,029.25
221	Home and Cottage Crafters	PO Box 99 Hepworth ON N0H 1P0	34,433.04	0.00	34,433.04
222	HOME DEPOT 6567	HOME DEPOT PO Box 2052 Station B Mississauga ON L4Y 0B5	4,542.79	0.00	4,542.79
223	Homes & Land 17851	206-9914 109 Avenue Grand Prairie AB T8V 1R6	1,764.00	0.00	1,764.00
224	HU QING YUAN (JOHN) 1126	4467 TRIUMPH ST BURNABY BC V5C1Z8	10,384.65	0.00	10,384.65
225	Hudson Irrigation 16252	Hudson Irrigation 11251 Seahurst Road Richmond BC V7A 3P1	141.75	0.00	141.75
226	Hundegger Canada Inc 14070	HUNDEGGER Canada 202-2914 Kingsview Blvd SE Airdrie AB T4B 0A9	51.91	0.00	51.91
227	Hydro One Networks Inc 18016	Hydro One Networks Inc PO Box 4102 Stn A Toronto ON M5W 3L3	201.54	0.00	201.54
228	HYDRO OTTAWA 15571	HYDRO OTTAWA LIMITED PO Box 4483 Toronto On M5W 5Z1	471.52	0.00	471.52
229	HYDRO QUEBEC 156	C.P. 11022, Succ. Centre-Ville MONTREAL QC H3C 4V6	3,500.21	0.00	3,500.21
230	IMAGINE IT...PROMOTIONAL PRODUCTS 6456	IMAGINE IT...PROMOTION PRODUCTS 9051-146A ST SURREY BC V3R 6X7	1,719.20	0.00	1,719.20
231	INFINITI FINANCIAL SERVICES 15448	INFINITI FINANCIAL SERVICES 5290 ORBITOR DRIVE MISSISSAUGA ON L4W 4Z5	2,720.00	0.00	2,720.00
232	INGERSOLL-RAND AIR CENTER 235	INGERSOLL-RAND AIR CENTER o/c T10223C Toronto ON M5W 0C9	8,813.63	0.00	8,813.63
233	INSIGHT CANADA INC 11012	5410 DECARIE MONTREAL QC H3X 4B2	2,821.99	0.00	2,821.99
234	ITN International Corp. 18083	ITN Logistics 1682 75th Ave West Vancouver BC V6P 6G2	11,332.91	0.00	11,332.91
235	James Bertand	1176 Covington Road Bloomfield Hills MI 48301 USA	6,305.48	0.00	6,305.48
236	JANI-KING OF OTTAWA-CARLETON 15931	Jani King Ottawa 2212 Gladwin Cres OTTAWA ON K1B 5N1	7,262.71	0.00	7,262.71

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
237	Jardine Lloyd Thompson Canada 16572	Jardine Lloyd Thompson Canada Box 3, 800-55 University Ave Toronto ON M5J 2H7	8,019.00	0.00	8,019.00
238	Jay West Country Homes Ltd. C/O Mann McCracken Bebbee & Schmidt	114 Walton Street Port Hope ON L1A 1N5	389,677.51	0.00	389,677.51
239	Jeff Mclean	5555 Escarpment S/ Rd. Caledon East ON L7C 0A9	7,020.72	0.00	7,020.72
240	Jeffrey Bohrson	26 Butler Street West Brighton ON k0k1h0	17,683.93	0.00	17,683.93
241	JESSUP PETER 917	196 NORMAR ROAD COBOURG ON K9A4J8	16,800.00	0.00	16,800.00
242	JIN LING 1120	21 Timbercrest Dr PORT MOODY BC V3H 4T6	10,892.31	0.00	10,892.31
243	John Beaudry	404 Kirkwood Drive Sudbury ON P3E6J4	5,000.00	0.00	5,000.00
244	JOHNSON OMAR 1026	89 WALTON STREET, Apt 403 PORT HOPE ON L1A1N4	672.12	0.00	672.12
245	JOHNSTON EQUIPMENT CO. LTD. 14154	JOHNSTON EQUIPMENT CO. LTD. 5990 AVERBURY ROAD MISSISSAUGA ON L5R 3R2	15,223.05	0.00	15,223.05
246	JOHNSTON PAUL L 200	8 Brighton Place, Townhouse #59 Thornhill ON L4J 0E3	38,292.30	0.00	38,292.30
247	Josephson Litigation Counsel	906 - 925 West Georgia Street Vancouver BC V6C 3L2	12,431.75	0.00	12,431.75
248	J's Custom Carpentry 16994	J's Custom Carpentry 453-12th Conc. South Pakenham ON K0A 2X0	1,864.50	0.00	1,864.50
249	KAJLA PERVINDER 1060	32063 MT WADDINGTON AVE, Unit 101 ABBOTSFORD BC V2T2E7	29,451.27	0.00	29,451.27
250	KAKURAI YASUHISA (Yasu) 969	2670 SPRUCE STREET VANCOUVER BC V6H2P9	3,350.20	0.00	3,350.20
251	KARJA CHRIS T 699	567 CLOSSON ROAD,RR1 HILLIER ON K0K2J0	10,920.44	0.00	10,920.44
252	KASIM MOHAMED S 178	6 ROSEBANK DRIVE, Suite #12J TORONTO ON M1B0A1	3,770.42	0.00	3,770.42
253	Kawartha Home & Cottage Guide 18073	Kawartha Home & Cottage Guide PO Box 2306 Peterborough ON K9J 7Y8	2,983.20	0.00	2,983.20
254	KAYCAN LTD 3864	KAYCAN LTD 10187 201st Street Langley BC V1M 3Y5	0.00	0.00	0.00
255	Kaycan Peterborough 16034	Kaycan Peterborough 555 Neal Dr Peterborough ON K9J 6X7	3,170.37	0.00	3,170.37
256	Kelly-Ann Paul	62 Grandview Road Ottawa ON k2h 8b2	53,863.73	0.00	53,863.73
257	Ken Sernoski Contracting	2001 Round Lake Road Killaloe ON K0J 2A0	92,387.38	0.00	92,387.38

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
258	KINGSWAY TRANSPORT 3359	KINGSWAY TRANSPORT 6700 ST. FRANCOIS RD. SAINT - LAURENT PQ H4S 1B7	3,205.25	0.00	3,205.25
259	KLEYSEN TRANSPORT LTD. 7426	KLEYSON TRANSPORT LTD. 2800 McGillivray Blvd WINNIPEG MB R3Y 1N3	6,403.48	0.00	6,403.48
260	KMS TOOLS 120076	KMS TOOLS 110 WOOLRIDGE STREET COQUITLAM BC V3K 5V4	1,169.41	0.00	1,169.41
261	KOBER LINDA L 818	1650 COUNTY RD # 25 CASTLETON ON K0K1M0	669.23	0.00	669.23
262	KWE - kintetsu world express 15085	KWE - kintetsu world express 787 Cliveden Place Delta BC V3M 6C7	99,628.15	0.00	99,628.15
263	KWIK KOPY PRINTING 4103	KWIK KOPY PRINTING 130 MELFORD DRIVE SCARBOROUGH ON M1B 2X4	6,850.62	0.00	6,850.62
264	L&L Trailers	12 Cliffside Dr. Ennismore ON K0L 1T0	7,247.29	0.00	7,247.29
265	Lakefront Construction 17749	Lakefront Construction 265 Iron Town Lane Marmora ON K0K 2M0	4,520.00	0.00	4,520.00
266	LANCE BISSETT LIMITED 888	LANCE BISSETT LIMITED 63 FAWCETT ROAD COQUITLAM BC V3K 6V2	8,622.02	0.00	8,622.02
267	Larry Speers	9 - 2141 Country Club Dr. Burlington ON L7M 4E5	46,376.20	0.00	46,376.20
268	Laura Diakiw 21095	1090 West 21st Street North Vancouver BC V7P 2C5	23,282.46	0.00	23,282.46
269	Layfield Canada Ltd 18038	Layfield Canada Ltd 17720-129 NW Edmonton AB T5V 0C4	28,359.32	0.00	28,359.32
270	Layfield Poly Films Ltd 15529	Layfield Inc. 11120 Silversmith Place Richmond BC V7A 5E4	28,839.20	0.00	28,839.20
271	Leak and Company Ltd 16667	Leak and Company Ltd 95 Barber Greene Rd Toronto ON M3C 3E9	5,837.20	0.00	5,837.20
272	LES ENTREPRISES J. L. JOLY INC. 443	LES ENTREPRISES J. L. JOLY INC. 2376, CHEMIN PETITE-COTE LAVAL PQ H7L 5Z7	3,157.14	0.00	3,157.14
273	LESLIE FOREST PRODUCTS 120116	LESLIE FOREST PRODUCTS 7271 BRIDGE STREET RICHMOND BC V6Y 2S6	14,985.44	0.00	14,985.44
274	LEUNG RICHARD H 815	9 KING STREET EAST COBOURG ON K9A1K6	759.62	0.00	759.62
275	LI FENGMING (David) 909	316 172 STREET SURREY BC V3S9P7	2,027.62	0.00	2,027.62
276	LI GUILAN (Helen) 1017	7380 MINORU BLVD, # 13 RICHMOND BC V6Y1Z5	779.81	0.00	779.81

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List "A"  
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No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
277	LI JUEFENG (Jeff) 973	43-7171 STEVESTON HWY RICHMOND BC V7A5K4	2,649.98	0.00	2,649.98
278	LILLY KEVIN, C. 1014	129 PEACOCK BLVD PORT HOPE ON L1A4G3	2,845.51	0.00	2,845.51
279	LIMITED EDITION GLASSWORKS INC 90710	LIMITED EDITION 51 DELTA PARK BLVD. Brampton ON L6T 5E7	807.34	0.00	807.34
280	Linda Ramsey CUSTOMER	N/A Port Hope ON L1A 4H1	31,905.00	0.00	31,905.00
281	Livingston 15983	Livingston PO BOX 146 Station A Etobicoke ON M9C 4V2	12,238.90	0.00	12,238.90
282	LOCHER EVERS INTERNATIONAL 1217	LOCHER EVERS INTERNATIONAL 456 HUMBER PLACE NEW WESTMINSTER BC V3M 6A5	6,415.41	0.00	6,415.41
283	LOCKMASTERS LTD. 5640	LOCKMASTERS LTD. 175-4631 SHELL ROAD RICHMOND BC V6X 3M4	617.14	0.00	617.14
284	Logicoal Inc 16939	Logicoal Inc. #3 - 1050 Leathead Road Kelowna BC V1X 2K1	1,857.52	0.00	1,857.52
285	Loomis Express 2906	LOOMIS COURIER SERVICE 200 WESTCREEK BLVD BRAMPTON ON L6T 5T7	4,516.70	0.00	4,516.70
286	Lowry's Sales BC Ltd 17991	Lowry Sales BC Ltd 120-11371 Coppersmith Way Richmond BC V7A 5E8	5,504.05	0.00	5,504.05
287	LTD Premiums EMPLOYEE	N/A Port Hope ON L1A 4H1	28,160.99	0.00	28,160.99
288	LYRECO 16098	LYRECO 875 MIDDLEFIELD RD SCARBOROUGH ON M1V 4Z5	5,790.21	0.00	5,790.21
289	MAC DONALD DOUGLAS 867	R.R.# 1, 109 SILVER MAPLE LANE MARMORA ON K0K2M0	2,315.46	0.00	2,315.46
290	Macdal International Inc. 17713	Macdal International Inc. 1 Yonge St Toronto ON M5E 1W7	8,475.00	0.00	8,475.00
291	Maine Wood Concepts 16832	Maine Wood Concepts 1687 New Vineyard RD New Vineyard ME 04956 USA	1,750.40	0.00	1,750.40
292	MAKI FUMIKO 704	2755 MAPLE STREET, # 406 VANCOUVER BC V6J5K1	25,597.62	0.00	25,597.62
293	MALOLEPSZY LESZEK 702	246 RUTTAN TERRACE COBOURG ON K9A5X6	2,439.45	0.00	2,439.45
294	Maratek Environmental Inc. 17439	Maratek Environmental Inc 60 Healey Rd Bolton ON L7E 5A5	4,486.10	0.00	4,486.10
295	MARK SCOTT ELECTRIC 90628	MARK SCOTT ELECTRIC RR 4 Stn Main Cobourg ON K9A 4J7	0.00	0.00	0.00

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
296	MARTIN DAVID, J. 1074	8 JACOB DRIVE WHITBY ON L1P1B1	16,694.72	0.00	16,694.72
297	Massachusetts Department of Revenue	PO Box 7010 Boston MA 02204 USA	4,137.05	0.00	4,137.05
298	MATTHEWS CANADA INC. 1241	MATTHEWS CANADA INC. c/o T56386C Toronto ON M5W 4L1	362.47	0.00	362.47
299	MAWER DEAN 888	53 GLEN RIDGE RD MARMORA ON K0K2M0	48,884.63	0.00	48,884.63
300	MC RAE MICHAEL K 726	37 Larchwood Ave Peterborough ON K9J 1M5	5,668.06	0.00	5,668.06
301	MCGILL MARION 87	36 LINDEN CRESCENT BRAMALEA ON L6S4A2	1,557.69	0.00	1,557.69
302	McMASTER-CARR SUPPLY COMPANY 14031	MCMaster-CARR SUPPLY COMPANY P. O. BOX 7690 CHICAGO IL 60680-7690 USA	28.98	0.00	28.98
303	McMillan	1055 W Georgia St Vancouver BC V6E 3P3	293,358.79	0.00	293,358.79
304	MELLADO VICTOR M 741	3650 KANEFF CRES, Unit 3203 MISSISSAUGA ON L5A4A1	7,173.67	0.00	7,173.67
305	MENENDEZ MARCO 895	33 BROOK RD SOUTH, Apt 5 COBOURG ON K9A4G3	10,331.34	0.00	10,331.34
306	Metrie Canada Ltd 17988	Metrie Canada Ltd 9255-194th Street Surrey BC V4N 4G1	125,968.72	0.00	125,968.72
307	Metrie 18021	Metrie 5575 Nordic Way Ferndale way WA 98248 USA	1,107.81	0.00	1,107.81
308	MEYERS TRANSPORT LTD. 4037	MEYERS TRANSPORT LTD. P.O. BOX 1086 CAMPBELLFORD ON K0L 1L0	524.82	0.00	524.82
309	MICHAEL WEINIG INC 10129	124 CROSSLAKE PARK DRIVE MOORESVILLE NC 28117 USA	12,284.58	0.00	12,284.58
310	Michelle Kern	P.O. Box 671710 Chugiak AK 99567 USA	25,393.60	0.00	25,393.60
311	MIHALACHE OANA CAMELIA 1057	685 ANTIGUA CR OSHAWA ON L1J6B5	6,297.58	0.00	6,297.58
312	Millcraft Systems Inc 16683	Millcraft Systems Inc PO Box 1418 Waterdown On L0R 2H0	53,353.85	0.00	53,353.85
313	MILLER THOMSON LLP 970	MILLER THOMSON 600,60 COLUMBIA WAY MARKHAM ON L3R 0C9	4,330.05	0.00	4,330.05
314	MILLS BASICS 120173	MILLS BASICS 1111 CLARK DRIVE VANCOUVER BC V5L 3K5	459.09	0.00	459.09
315	MINISTER OF FINANCE 9622	MINISTRY OF FINANCE 33 KING STREET WEST OSHAWA ON L1H 8P5	24.00	0.00	24.00

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316	Ministre du Revenu (Revenu Quebec)	30 étage, secteur R23CPF, 1600, boulevard René-Lévesque Ouest Montréal QC H3H 2V2	133,739.27	0.00	133,739.27
317	MINNS CHRIS 889	1764 FINKLE DR OSHAWA ON L1K0R4	27,403.88	0.00	27,403.88
318	MINUTEMAN PRESS 15209	MINUTEMAN PRESS 95 Orenda Rd Brampton On L6W 1V7	650.73	0.00	650.73
319	MITEK CANADA INC. 1119	P. O. BOX 9729 TORONTO ON M5W 1R6	32,432.61	0.00	32,432.61
320	MNP, LLP 17960	MNP, LLP 2300 - 1055 Dunsmuir Street Vancouver BC V7X 1J1	63,000.00	0.00	63,000.00
321	MONAGHAN LUMBER SPECIALTIES 90642	MONAGHAN LUMBER SPECIALTIES P.O. BOX 10121 PETERBOROUGH ON K9J 8G0	65.47	0.00	65.47
322	MORALES JORGE G 918	6116-128TH ST., Unit 30 SURREY BC V3X1T1	1,507.84	0.00	1,507.84
323	MORTON, W.E. BILL & ROSEMARY	77 Chickasaw Cresent Ottawa ON K2M 1M9	30,089.00	0.00	30,089.00
324	MURAKAMI, KIYOMI	559 WEST 18TH AVENUE, Suite 1 Vancouver BC V5Z1V7	8,369.95	0.00	8,369.95
325	NATIONAL FENESTRATION RATING COUNCI 15088	NATIONAL FENESTRATION RATING COUNCI 6305 Ivy Lane Greenbelt MD 20770 USA	5,545.54	0.00	5,545.54
326	NATIONAL PLASTIC HEATER 14009	NATIONAL PLASTIC HEATER 5839 16TH SIDEROAD, SCHOMBERG ON L0G 1T0	673.93	0.00	673.93
327	NELSON RITA 1082	34 CORIANNE AVENUE BROOKLIN ON L1M2J2	18,461.52	0.00	18,461.52
328	NENONEN DEAN 974	34 LASALLE CRT. APT # 4 OSHAWA ON L1H5Y1	749.04	0.00	749.04
329	Network Telsys Inc 16233	Network Telsys Inc 304 8th Avenue SW Calgary AB T2P 1C2	197.03	0.00	197.03
330	Newconcept Industries LTD 120273	Newconcept Industries LTD 10-11411 Blacksmith Place Richmond BC V7A 4T7	1,984.50	0.00	1,984.50
331	Nicland Filter Limited 16971	Nicland Filter Limited 30321 Fraser Hwy Abbotsford BC V4X 1T3	284.24	0.00	284.24
332	NIPPON EXPRESS CANADA 863	NIPPON EXPRESS 110-16100 Blundell Rd RICHMOND BC V6X 0A2	23,902.11	0.00	23,902.11
333	NOLL/WASHINGTON, ALICIA & MATT	1448 Olde Baseline Caledon ON L7C 0J2	142,242.82	0.00	142,242.82
334	Norampac -Belleville 17812	Norampac - Belleville 340 University Ave Belleville ON K8N 5T6	445.68	0.00	445.68

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
335	NORLAND FOREST PRODUCTS 15214	NORLAND FOREST PRODUCTS PO Box 48144 New Westminster BC V3M 0A7	140,366.44	0.00	140,366.44
336	NORSEMAN ALLFOAM, DIV. OF NORSEMAN 120155	NORSEMAN ALLFOAM, DIV. OF NORSEMAN 14545-115 Avenue Edmonton AB T5M 3B8	16,789.81	0.00	16,789.81
337	NORTHUMBERLAND TIRE LTD. 3898	NORTHUMBERLAND TIRES LTD. 79 PETER STREET PORT HOPE ON L1A 1C2	266.54	0.00	266.54
338	Northwest Waste Systems Inc 16524	Northwest Waste Solutions Inc 19500 56th ave Surrey BC V3S 6K4	1,617.28	0.00	1,617.28
339	Norton Rose Canada LLP 17393	Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84 Toronto ON M5J 2Z4	20,493.62	0.00	20,493.62
340	Nu-Forest Products (Canada) Inc 16921	Nu-Forest Products (Canada) Inc 4684 Bartlett Rd Beamsville ON L0R 1B1	27,849.25	0.00	27,849.25
341	O.J.S. 427 LTD 17176	O.J.S. 426 LTD 5110 DUNDAS ST W MISSISSAUGA ON M9A 1C2	85,638.00	0.00	85,638.00
342	OCS OVERSEAS COURIER 375	175-5980 Miller Road Richmond ON V7B 1K2	50.32	0.00	50.32
343	OFFICE CENTRAL 4656	OFFICE CENTRAL 498 Markland Street Markham ON L6C 1Z6	5,264.17	0.00	5,264.17
344	Old Country Wood Products Ltd 16080	Old Country Wood Products Ltd 859 Devonshire Rd Victoria BC V9A 4T5	1,121.01	0.00	1,121.01
345	OLYMPIC FOREST PRODUCTS 4166	OLYMPIC FOREST PRODUCTS 39 Erin Park Dr Erin ON L5M 3S5	23,697.75	0.00	23,697.75
346	Ontario Forest Industries Assoc. 16853	1704 - 8 King Street E Toronto ON M5C 1C3	6,441.00	0.00	6,441.00
347	Ontario Ministry of Finance (Collections Branch - Insolvency Unit)	PO Box 627 - 33 King St W Toronto ON L1H 8H5	71,219.59	0.00	71,219.59
348	Ontario Screen Systems Inc 18036	Ontario Screen Systems Inc 1295 Eglinton AV East Mississauga ON L4W 3E6	561.12	0.00	561.12
349	Onward Hardware 17548	Onward Hardware 800 Wilson Ave Kitchener ON N2C 0A2	0.00	0.00	0.00
350	Orkin Canada Corp 17513	Orkin Canda Corporation 5840 Falbourne St Mississauga On L5R 4B5	2,193.44	0.00	2,193.44
351	OST ENGINEERING INC 5660	OST ENGINEERING INC 747 MENDOCINO AVENUE SANTA ROSA CA 95401 USA	6,088.50	0.00	6,088.50
352	Over Nap Alliance Inc. 16324	Over Nap Alliance Inc. 170 Casimir Street Port Perry ON L9L 1B7	5,737.41	0.00	5,737.41

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
353	OWENS CORNING CANADA INC. 4060	OWENS CORNING CANADA INC. PO BOX 8043, POSTAL STATION A TORONTO ON M5W 3W5	97,382.90	0.00	97,382.90
354	OWL DISTRIBUTION INC. 15052	OWL DISTRIBUTING INC. P. O. BOX 937 WOODSTOCK ON N4S 8A3	67,131.30	0.00	67,131.30
355	P.H. TECH INC. 9945	P.H. TECH INC. 8650, BOUL. DE LA RIVE-SUDD Lévis QC G6V 9G9	0.00	0.00	0.00
356	PAPER WORKS 14018	PAPER WORKS 67 JOHN STREET PORT HOPE ON L1A 2X4	22.60	0.00	22.60
357	PAPERSAVERS 808	PAPERSAVERS 1250A REID STREET RICHMOND HILL ON L4B 1G3	168.96	0.00	168.96
358	Paramount Value Business Advisory Ltd. 17911	Paramount Business Advisory P.O. Box 16093 Lynn Valley North Vancouver BC V7J 3S9	380,333.83	0.00	380,333.83
359	PAUL JOHNSTON 20375	8 Brighton Place, Townhouse #59 Thornhill ON L4J 0E3	67.04	0.00	67.04
360	PBC Phone Bill Cutters 17885	PBC Phone Bill Cutters Inc 560 29th Street East North Vancouver BC V7N 1E3	5,513.55	0.00	5,513.55
361	PENNING BRUCE J 622	460 ONTARIO STREET COBOURG ON K9A3C3	894.23	0.00	894.23
362	PETERBOROUGH FIRE EXTINGUISHERS 15486	PETERBOROUGH FIRE EXTINGUISHERS P.O. BOX 1312 PETERBOROUGH ON K9J 7H5	1,355.66	0.00	1,355.66
363	Philippe Ugnat 17712	Philippe Ugnat 515 Legget Drive Suite 800 Kanata ON K2K 3G4	0.00	0.00	0.00
364	Phone Works Kingston Ltd. 17754	Phone Works Kingston Ltd. 1154 Clyde Court Kingston ON K7P 2E4	3,819.63	0.00	3,819.63
365	PIETRANGELO MARIO A 168	1946 BROOKSHIRE SQUARE PICKERING ON L1V5E8	1,320.00	0.00	1,320.00
366	PITNEY BOWES 833	PITNEY BOWES GLOBAL CREDIT SERVICES P.O. BOX 278 ORANGEVILLE ON L9W 2Z7	1,927.47	0.00	1,927.47
367	PITNEYWORKS 4640	PITNEYWORKS P. O. BOX 280 ORANGEVILLE ON L9W 2Z7	992.77	0.00	992.77
368	POLYTARP PRODUCTS 254	POLYTARP PRODUCTS 350 WILDCAT ROAD DOWNSVIEW ON M3J 2N5	21,173.26	0.00	21,173.26
369	PRECISION CRANE 120102	PRECISION CRANE 1331 KEBET WAY PORT COQUITLAM BC V3C 6G1	7,273.59	0.00	7,273.59
370	Pricewaterhouse LLP 17405	Pricewaterhouse LLP 18 York Street Toronto ON M5J 0B2	43,123.63	0.00	43,123.63

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
371	Privilege Capital Group 18153	Privilege Capital Group 49 Gaydon Avenue Toronto ON M9M 1G6	12,600.00	0.00	12,600.00
372	PROFESSIONAL ENGINEERS ONTARIO 562	PROFESSIONAL ENGINEERS ONTARIO 25 SHEPPARD AVE. W. NORTH YORK ON M2N 6S9	372.90	0.00	372.90
373	PRO-LINE CONSTRUCTION MATERIALS LTD 120033	13385 Comber Way Surrey BC V3W 5V8	41,276.93	0.00	41,276.93
374	Provincial Court of BC 18149	Provincial Court of BC 7577 Elmbridge Way Richmond BC V6X 4J2	0.00	0.00	0.00
375	PURULATOR COURIER 296	5995 Avebury Rd Cooksville ON L5R3P9	198.32	0.00	198.32
376	QIAO HUI 1129	1682 EAST 55TH AVE VANCOUVER BC V5P1Z5	10,763.73	0.00	10,763.73
377	R. Vaughan Services Inc. (AKA) Algonquin Projects	12621 Hwy 35 Minden ON K0M 2K0	198,416.63	0.00	198,416.63
378	RADIANT COMMUNICATIONS 15902	RADIANT COMMUNICATIONS 1600 - 1050 W. PENDER ST. VANCOUVER BC V6E 4T3	6,165.00	0.00	6,165.00
379	Raindog Building Products Inc 18119	Raindog Building Products Inc #1 19158 94th Surrey BC V4N 4X8	713.48	0.00	713.48
380	RANDOM LENGTHS 5440	RANDOM LENGTHS P.O BOX 867 EUGENE OR 97440-0867 USA	1,286.00	0.00	1,286.00
381	RBC Insurance 17396	RBC Insurance PO Box 1800 Mississauga On L4Y 3W6	4,792.47	0.00	4,792.47
382	RECEIVER GENERAL FOR CANADA CFIA 9523	RECEIVER GENERAL FOR CANADA CFIA RECEIVABLE MONCTON NB E1C 8R2	4.00	0.00	4.00
383	REGIONAL MUNICIPALITY OF PEEL 641	REGIONAL MUNICIPALITY OF PEEL P.O. BOX 4512, STATION A TORONTO ON M5W 4L4	191.65	0.00	191.65
384	RENT ALL CENTRE 3760	RENT ALL CENTRE 30 ELGIN ST WEST COBOURG ON K9A 5J6	10,042.57	0.00	10,042.57
385	Rent Laval RENT	9257-1496 Quebec Inc 1325 Carol Crescent Laval QC H7W 1G3	62,607.46	0.00	62,607.46
386	Retail Customer Reimbursements CUSTOMER	N/A Port Hope ON L1A 4H1	175,776.75	0.00	175,776.75
387	RETAIL WHOLESale UNION 9327	RETAIL WHOLESale UNION 4371 FRASER STREET VANCOUVER BC V5V 4G4	7,635.46	0.00	7,635.46
388	Revue Services of British Columbia	PO Box 9401 Stn Prov Govt Victoria BC V8W 9S6	94,354.46	0.00	94,354.46
389	Richard Chesbro Consulting Engineer	416 A Main Street Franklin TN 37064 USA	25,580.26	0.00	25,580.26

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
390	Richards Buell Sutton LLP 16919	Richards Buell Sutton LLP 770-401 West Georgia St Vancouver BC V6B 5A1	4,054.43	0.00	4,054.43
391	RICHELIEU 14149	RICHELIEU 6420 VISCOUNT RD MISSISSAUGA ON L4V 1H3	50.85	0.00	50.85
392	Richmond Cabs Ltd 18085	Richmond Cabs Ltd 2440 Shell Road Richmond BC V6X 2P1	12.90	0.00	12.90
393	Rick Shier	P.O. Box 16093 Lynn Valley North Vancouver BC V7J 3S9	4,418.62	0.00	4,418.62
394	RICOH 15428	RICOH 5520 EXPLORER DRIVE MISSISSAUGA ON L4W 5L1	11,758.76	0.00	11,758.76
395	Robert Bury 17111	Robert Bury 2001 Fisher Drive Peterborough ON K9J 7H7	14,719.80	0.00	14,719.80
396	ROBERTSON 797	ROBERTSON 97 BRONTE ST. MILTON ON L9T 2N8	0.00	0.00	0.00
397	Robin Ellins	3279 Lenworth Drive Unit C Mississauga ON L4X 2G6	47,428.00	0.00	47,428.00
398	Rockfish Marketing Inc 17243	Rockfish Marketing Inc 2150 Adair Cr Oakville On L6J 5J7	3,616.00	0.00	3,616.00
399	Rodney Drake	1073 COUNTY RD. 64 BRIGHTON ON K0K1H0	16,587.90	0.00	16,587.90
400	ROGERS BUSINESS SOLUTIONS 4557	ROGERS BUSINESS SOLUTIONS 1 MOUNT PLEASANT ROAD TORONTO ON M4Y 2Y2	0.00	0.00	0.00
401	ROGERS 15491	ROGERS TELECOM INC. 1 MOUNT PLEASANT ROAD TORONTO ON M4Y 2Y5	4.61	0.00	4.61
402	RONA CASHWAY 4547	RONA / CASHWAY BUILDING CENTRES P.O. BOX 368 Port Hope ON L1A 3Z3	7,774.28	0.00	7,774.28
403	ROSS DEFINA 20150	ROSS DEFINA 9 WOLFE CRT THORNHILL ON L4J 6T9	915.19	0.00	915.19
404	Roto Fasco Canada Inc 17560	Roto Fasco Canada Inc 6625 Ordan Drive Mississauga ON L5T 1X2	1,285.01	0.00	1,285.01
405	Royal Group Inc 16596	Royal Group Inc C/O T27549 Toronto On M5W 5V8	5,127.85	0.00	5,127.85
406	Royal Window and Door Plant 2 120206	Royal Window and Door Plant 2 Po box 7403 Vancouver BC V6B 4E2	0.00	0.00	0.00
407	RRSP's EMPLOYEE	N/A Port Hope ON L1A 4H1	2,870.12	0.00	2,870.12

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
408	RSS IT Systems 18041	RSS IT Systems 118-11788 River Rd Richmond BC V6X 1Z7	1,575.00	0.00	1,575.00
409	Ryan Seguire 20880	RYAN SEGUIRE C/O VICEROY HOMES LTD. PORT HOPE ON L1A 4H1	623.02	0.00	623.02
410	Ryan ULC 16945	Ryan ULC 6775 Financial Drive Mississauga ON L5N 0A4	5,935.22	0.00	5,935.22
411	S.I.L. PLASTIC SALES INC. 1646	S.I.L. PLASTIC SALES INC. 74 CASTER AVE. WOODBIDGE ON L4L 5Y9	2,305.20	0.00	2,305.20
412	S.N.S DATA PRODUCTS 120152	SNS DATA PRODUCTS #123 11951 HAMMERSMITH WAY RICHMOND BC V7A 5B9	9,606.09	0.00	9,606.09
413	SAMUEL STRAPPING SYSTEMS 2640	SAMUEL STRAPPING SYSTEMS 2370 DIXIE ROAD MISSISSAUGA ON L4Y 1Z4	13,417.46	0.00	13,417.46
414	Saskatchewan Finance, Revenue Division	2350 Albert Street Regina SK S4P 4A6	39,735.72	0.00	39,735.72
415	Schenk Architectural Imports Ltd 15643	Schenk Architectural Imports Ltd #1-4415-61 Avenue S E Calgary AB T2C 1Z6	985.15	0.00	985.15
416	SCREENCO MFG LTD 326	290 Millway Avenue Concord ON L4K 3W4	0.00	0.00	0.00
417	Securitas Canada Ltd 17075	Securitas Canada Ltd Po box 9214 Station A Toronto On M5W 3M1	1,556.88	0.00	1,556.88
418	SEGUIRE AMY J 813	488 BURNHAM MANOR CRT COBOURG ON K9A5C1	1,528.85	0.00	1,528.85
419	SEGUIRE RYAN 816	5 MEADOWLAND DR BALTIMORE ON K0K1C0	24,846.15	0.00	24,846.15
420	SERVAIR FILTERS 90598	SERVAIR INC. 36 ARMSTRONG AVENUE GEORGETOWN ON L7G 4R9	3,394.52	0.00	3,394.52
421	Services Francois Deschenes Inc. 17038	Services Francois Deschenes Inc. PO Box 1524 Yamachiche QC G0X 3L0	3,310.00	0.00	3,310.00
422	Sheer Marketing Solution Inc 18056	Sheer Marketing Solution Inc 34 rue de la Pepiniere St-Jean-sur-Richelieu QC J2X 5P3	14,975.89	0.00	14,975.89
423	SHEN QING ( JANET) 957	2773 W 23RD AVE VANCOUVER BC V6L1P1	819.23	0.00	819.23
424	SIMPLEX GRINNELL 16211	SIMPLEX GRINNELL PO box 4484 Stn A Toronto On M5W 5Z2	1,264.09	0.00	1,264.09
425	SIMPSON WILLIAM R 488	433 HOOVER PARK DRIVE STOUFFVILLE ON L4A1P4	35,984.18	0.00	35,984.18
426	SOFTCHOICE CORPORATION 2	1681 Chestnut St VANCOUVER BC V6J 4M6	1,183.21	0.00	1,183.21

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List "A"  
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Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
427	Spicers 16905	Spicers 200 Galcat Drive Vaughan ON L4L 0B9	3,084.59	0.00	3,084.59
428	Spider Landscaping 17575	Spider Landscaping 18733-66 Avenue Surrey BC V3S 0T1	504.00	0.00	504.00
429	ST. JOHN AMBULANCE 120088	ST. JOHN AMBULANCE 6111 Cambie ST Vancouver BC V5Z 3B2	1,725.00	0.00	1,725.00
430	Stoel Rives LLP 17877	Stoel Rives LLP 900 SW Fifth Avenue Portland OR 97204 USA	1,772.87	0.00	1,772.87
431	SUN MAINTENANCE 9471	SUN MAINTENANCE 20595 97 B AVE LANGLEY BC V1M 2H5	2,324.32	0.00	2,324.32
432	SUNNER PARDEEP, SINGH 1098	7217 148 ST SURREY BC V3S4S5	20,538.72	0.00	20,538.72
433	SUPER E HOUSE PROGRAM 9935	SUPER E HOUSE PROGRAM 70 WELLINGTON STREET SOUTH WOODSTOCK ON N4S 3H6	750.00	0.00	750.00
434	SUPER SAVE DISPOSAL INC. 10892	19395 Langley Bypass Surrey BC V3S 6K1	1,510.39	0.00	1,510.39
435	Super Save Shredding Inc 17547	Super Save Shredding Inc 19395 Langley Bypass Surrey BC V3S 6K1	1,138.39	0.00	1,138.39
436	SUPERIOR HEATING & AIR CONDITIONING 9960	SUPERIOR HEATING & AIR CONDITIONING 90 UNIVERSITY AVENUE W. COBourg ON K9A 2G8	1,504.03	0.00	1,504.03
437	SUPERIOR PROPANE INC 9334	SUPERIOR PROPANE INC P. O. BOX 2875 CALGARY AB T2P 5G1	15,831.95	0.00	15,831.95
438	SUZUKI HIROO 898	14701 107 AVENUE SURREY BC V3R1T9	11,299.93	0.00	11,299.93
439	TAIGA FOREST PRODUCTS LTD. 369	4710 Kingsway #800 Burnaby ON V5H 4M2	0.00	0.00	0.00
440	TANG, WEI	2310 Mississauga Road Mississauga ON L5H 2L1	50,000.00	0.00	50,000.00
441	Target Transport Ltd 17962	Target Transport Ltd 9038 - 112A Street Delta BC V4C 5A2	2,645.00	0.00	2,645.00
442	TAYMOR INDUSTRIES LTD. 3978	TAYMOR INDUSTRIES LTD. 1655 DERWENT WAY ANNACIS ISLAND BC V3M 6K8	18,926.57	0.00	18,926.57
443	TD VISA (Bill Simpson) 3133	TD VISA P.O.B./C.P. 611 AGINCOURT ON M1S 5J7	11,601.65	0.00	11,601.65
444	TD VISA 17834	TD VISA PO Box 300, TD Centre TORONTO ON M5K 1K6	9,856.07	0.00	9,856.07

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List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
445	TEBO MILL CONSTRUCTION 15539	TEBO MILL CONSTRUCTION 8056 ALEXANDER RD DELTA BC V4G 1G7	7,605.21	0.00	7,605.21
446	Ted Boyes and Sons Construction Ltd C/O Huges Amy LLP Attn: Bevin Shores	25 Main St W. Suite 2100 Hamilton ON L8P 1H1	250,000.00	0.00	250,000.00
447	Ted/Brenda Shaw & Bill/Shirley Tierney	2729 Ashridge Place Oakville ON L6J 7K3	32,985.81	0.00	32,985.81
448	TELUS CELL 9517	TELUS MOBILITY BC PO Box 5300 Burlington ON L7R 4S8	18,811.88	0.00	18,811.88
449	TELUS 9456	TELUS P. O. BOX 7575 VANCOUVER BC V6B 8N9	3,247.25	0.00	3,247.25
450	The Association of Professional 16327	The Association of Professional PO Box 129 Halifax NS B3J 2M4	379.50	0.00	379.50
451	The Great West Life Assurance Co. 17563	The Great West Life Assurance Co PO Box 1053 Winnipeg MB R3C 2X4	123,840.78	0.00	123,840.78
452	THE GREEN GRIFFON 14087	THE GREEN GRIFFON 557 WICKLOW BEACH ROAD COLBORNE ON K0K 1S0	9,435.50	0.00	9,435.50
453	The Grounds Guys 18229	The Grounds Guys P.O. Box 5101 Merivale Nepean ON K2C 3H3	950.01	0.00	950.01
454	THE REAL ESTATE BOOK OF NIAGARA 17819	THE REAL ESTATE BOOK OF NIAGARA 1464 CORNWALL ROAD #8 OAKVILLE ON L6J 7W5	7,163.07	0.00	7,163.07
455	The Service Group 16729	The Service Group 3707 168th St N E Arlington WA 98223 USA	693.04	0.00	693.04
456	TIPPETT MARY A 792	815 BATTELL CRT COBOURG ON K9A5R7	18,523.02	0.00	18,523.02
457	TORBRAM ELECTRIC SUPPLY 15784	TORBRAM ELECTRIC SUPPLY RICHMOND BRANCH RICHMOND BC V6V 1N6	539.29	0.00	539.29
458	Toronto Dominion Bank	Financial Restructuring Group - TD Commercial Banking 3140 Dufferin St Toronto ON M6A 2T1	45,383.90	0.00	45,383.90
459	Travelers C/O Kazlow and Fields Attn: Eric Christie	8100 Sandpiper Cir #204 Nottingham MD 21236 USA	7,895.76	0.00	7,895.76
460	TREMCO (CANADA) LTD 365	TREMCO (CANADA) LTD 220 WICKSTEED AVE TORONTO ON M4H 1G7	1,645.32	0.00	1,645.32
461	TReO Port Mann 17814	TReO Port Mann PO Box 13107 Vancouver BC V6B 4W6	198.78	0.00	198.78
462	Tri-Dim Canada 17981	Tri-Dim Canada 201 Ave Liberte Candiac QC J5R 3X8	3,160.16	0.00	3,160.16

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List "A"  
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Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
463	Triple "5" Trucking Ltd 17627	Triple "5" Trucking Ltd 19821 16th Avenue Langley BC V2Z 1K2	2,331.00	0.00	2,331.00
464	Troy Sprinkler Ltd 16121	Troy Sprinkler Ltd 1042 2ns Avenue East Owen Sound ON N4K 2H7	5,917.81	0.00	5,917.81
465	TRU SEAL TECHNOLOGIES 7007	TRU SEAL TECHNOLOGIES PO Box 25084 Toronto ON M5W 2X8	0.00	0.00	0.00
466	Tru Tech Corporation 15368	TRU TECH Corporation 20 Vaughan Valley Blvd Woodbridge ON L4H 0B1	0.00	0.00	0.00
467	TRUSS PLATE INSTITUTE 9518	TRUSS PLATE INSTITUTE 218 N. Lee Street, Alexandria VA 22314 USA	1,072.57	0.00	1,072.57
468	Truth Hardware (Brampton) 16028	TRUTH HARDWARE (BRAMPTON) C/O TH0018 Toronto ON M5W 5V2	461.16	0.00	461.16
469	TRUTH HARDWARE 457	TRUTH HARDWARE PO Box 6301 Carol Stream IL 60197-6301 USA	44,493.13	0.00	44,493.13
470	TUCKER REGINALD 989	688 CITADEL DRIVE, # 6 PORT COQUITLAM BC V3C6M8	47,645.93	0.00	47,645.93
471	TUNNEY CHRISTOPHER, R 1070	23 JERMAN ST MARKHAM ON L3P2S4	2,884.61	0.00	2,884.61
472	TURLAND LINDA M 861	1069 TILLISON AVE COBOURG ON K9A5N4	663.46	0.00	663.46
473	Turn Key Controls 17126	Turn-Key Controls 15 Kolibri Way Vernon BC V1H 1E3	403.01	0.00	403.01
474	Tyco Integrated Security 17532	431 Manitou Rd, SE Calgary AB T2G 4C2	6,683.96	0.00	6,683.96
475	ULINE 15388	ULINE PO Box 3400 Mississauga On L5M 0S8	2,858.49	0.00	2,858.49
476	Unifor Local 414 15804	CAW LOCAL 414 274 ALLIANCE ROAD UNIT #1 MILTON ON L9T 2V2	7,806.88	0.00	7,806.88
477	UNION GAS 3882	UNION GAS 50 Keil Dr N CHATHAM ON N7M 5J5	19,331.12	0.00	19,331.12
478	United Rentals Of Canada , Inc. 17115	United Rentals of Canada, Inc PO Box 4526 , Postal Station A Toronto ON M5W 5Z9	1,210.46	0.00	1,210.46
479	Universal Supply Group Inc., 16937	Universal Supply Group Inc., 95 Toronto Rd Port Hope ON L1A 3S3	5,463.61	0.00	5,463.61
480	URBAN MACHINERY 366	URBAN MACHINERY 125 WERLICH DRIVE CAMBRIDGE ON N1T 1N7	31,850.74	0.00	31,850.74

09-Dec-2015

Date

Robert Hammell

District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. 11-2004159  
 Estate No. 11-2004159

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
481	VANCOUVER ALARM SERVICE 3234	VANCOUVER ALARM SERVICE 22131 FRASERWOOD WAY RICHMOND BC V6W 1J5	157.50	0.00	157.50
482	VANCOUVER FIRE PREVENTION SERVICE C 307	VANCOUVER FIRE & RADIUS SECURITY 22131 FRASERWOOD WAY RICHMOND BC V6W 1J5	8,315.32	0.00	8,315.32
483	Vasileios-Gouilliam Lagogiannis	N/A Port Hope ON L1A 4H1	26,485.60	0.00	26,485.60
484	VELUX-CANADA INC 11155	2740 SHERWOOD HEIGHTS DRIVE OAKVILLE ON L6J 7V5	5,280.19	0.00	5,280.19
485	VERSTEEG PETER 992	6050 - 166 St., Unit 52 SURREY BC V3X0X2	3,046.15	0.00	3,046.15
486	Vinylcraft Extrusions Ltd 16598	Vinylcraft Extrusions Ltd. 1065 Kamato Rd MISSISSAUGA ON L4W 2L3	0.00	0.00	0.00
487	WAJAX INDUSTRIES 15827	WAJAX INDUSTRIES 16745 111TH AVE EDMONTON AB T5M 2S4	28,598.87	0.00	28,598.87
488	WAKELY TRANSPORTATION SERVICES LTD. 3902	WAKELY TRANSPORTATION SERVICES LTD. 373 WARD STREET E. PORT HOPE ON L1A 4A4	14,075.23	0.00	14,075.23
489	Wayne Simpson Refrigeration & 17385	Wayne Simpson Refrigeration & 22 Buchanan St Cobourg On K9A 1Y9	25,754.64	0.00	25,754.64
490	WELLER CONSULTING ENGINEERS 5955	Weller Consulting Engineers PC 21925 8th Plact W Bothell WA 98021 USA	2,213.52	0.00	2,213.52
491	WERNER SMITH MECHANICAL INC. 3299	WERNER SMITH MECHANICAL INC. #111-1750 Hartley Ave. COQUITLAM BC V3K 6V2	2,807.16	0.00	2,807.16
492	Westedge Engineering 17179	Westedge Engineering 203-655 Victoria St Kamloops BC V2C 2B3	14,998.20	0.00	14,998.20
493	WESTERN SAFETY 82	2920 Murray St Port Moody BC V3H 1X2	3,415.63	0.00	3,415.63
494	Weston Wood Solutions 17479	Weston Wood Solutions 3160A Derry Rd East Mississauga On L4T 1A9	0.00	0.00	0.00
495	Westrend Exteriors 18143	Westrend Exteriors Inc #101-19486 60th Ave Surrey BC V3S 3S7	4,920.30	0.00	4,920.30
496	WHISTLE KLEEN 15925	WHISTLE KLEEN 201 INNES PARK WAY, UNIT 280 OTTAWA ON K1B 1E3	1,849.29	0.00	1,849.29
497	WILLIAMS KEVIN R 812	12 MERCHANTS AVENUE WHITBY ON L1P1S1	26,636.44	0.00	26,636.44
498	Wood Products Industries (WPI) Inc. 16709	Wood Products Industries (WPI) Inc. 20 - 45th Avenue Lachine QC H8T 2L7	63,923.47	0.00	63,923.47

09-Dec-2015

Date

Robert Hammell



District of: British Columbia  
 Division No. 03 - Vancouver  
 Court No. 11-2004159  
 Estate No. 11-2004159

FORM 78 -- Continued

List "A"  
 Unsecured Creditors

Viceroy Homes Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
499	Woodsoft Solutions 16710	Woodsoft Solutions 6600 Trans Canada Highway Pointe-Claire QC H9R 4S2	17,010.00	0.00	17,010.00
500	WORKER'S COMPENSATION BOARD 1054	224 W Esplanade # 400-500 North Vancouver BC V7M 1A4	18,912.14	0.00	18,912.14
501	WORKPLACE SAFETY & INSURANCE BOARD 722	WORKPLACE SAFETY & INSURANCE BOARD 200 FRONT STREET WEST TORONTO ON M5J 3J1	167,608.71	0.00	167,608.71
502	Yamato Transport USA Inc 18081	Yamato Transport USA, INC PO Box 3600 Toronto ON M5W 2K4	14,044.18	0.00	14,044.18
503	Yanan Wang	4018 West 27th Ave Vancouver BC V6S 1R7	1,150,000.00	0.00	1,150,000.00
504	ZDEBIAK JERRAD, K. 1032	428 LAGUNA STREET OSHAWA ON L1K1E2	8,328.66	0.00	8,328.66
505	ZHANG WEN SHU 1102	8659 Heather St RICHMOND BC V6Y 2R6	17,123.63	0.00	17,123.63
506	ZHANG WEN SHU 1102	8659 Heather St RICHMOND BC V6Y 2R6	11,803.57	0.00	11,803.57
507	ZHANG YICHUN (Chun) 907	8528 111B ST., DELTA BC V4C7E2	3,014.97	0.00	3,014.97
<b>Total:</b>			<b>10,183,671.45</b>	<b>1,116.21</b>	<b>10,184,787.66</b>

09-Dec-2015

Date

Robert Hammell

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. 11-2004159  
Estate No. 11-2004159

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)

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

\_\_\_\_\_  
\_\_\_\_\_

In the matter of the proposal of Viceroy Homes Ltd. of the city of Richmond in the Province of British Columbia 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 June 2015, and still is, indebted to the creditor in the sum of \$\_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

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

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

- Regarding the amount of \$\_\_\_\_\_, I claim a right to a priority under section 136 of the Act.  
 Regarding the amount of \$\_\_\_\_\_, I do not claim a right to a priority.  
(Set out on an attached sheet details to support priority claim.)

- B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$\_\_\_\_\_

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

- C. SECURED CLAIM OF \$\_\_\_\_\_

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

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

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

- 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.

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. 11-2004159  
Estate No. 11-2004159

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

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:

FTI Consulting Canada Inc. - Trustee

\_\_\_\_\_  
Pacific Centre  
Suite 1502, 701 West Georgia Street  
Vancouver BC V7Y 1C6  
Phone: (604) 601-5691  
E-mail: scott.gallon@fticonsulting.com

District of: British Columbia  
Division No. 03 - Vancouver  
Court No. 11-2004159  
Estate No. 11-2004159

FORM 37

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

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 Viceroy Homes Ltd., 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:  
FTI Consulting Canada Inc. - Trustee  
Per:

\_\_\_\_\_  
Craig Munro  
Pacific Centre  
Suite 1502, 701 West Georgia Street  
Vancouver BC V7Y 1C6  
Phone: (604) 601-5691  
E-mail: scott.gallon@fticonsulting.com

# **EXHIBIT B**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF**

**VICEROY HOMES LTD.**

**AMENDED PROPOSAL**

**ARTICLE I  
DEFINITIONS & INTERPRETATION**

**1.1 DEFINITIONS**

In the Proposal:

**“Administrative Charge Amount”** shall have the meaning ascribed thereto in the APA Approval Order.

**“APA Approval Order”** means the Court order granted on November 19, 2015 in the Proposal Proceeding approving, *inter alia*, the transaction pursuant to the Asset Purchase Agreement and distribution of the proceeds thereof.

**“Approval Order”** means the Court order made in the Proposal Proceeding approving the Proposal and directing the implementation of the Proposal.

**“Asset Purchase Agreement”** means the asset purchase agreement among Besco International Investment Co., Ltd., Viceroy Homes (2015) Ltd. and the Company dated November 12, 2015.

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

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

**“Claim”** means any right or claim of any person against the Company whether or not asserted in connection with any indebtedness, liability or obligation of any kind whatsoever owed to such person, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable, or fiduciary duty), any right of ownership of or title to, or to a trust or deemed trust against, any of the property or assets of the Company, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any person to

advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose of action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and, for certainty, includes Priority Claims.

**"Claims Process Order"** means the Court order granted on July 30, 2015 authorizing the Claims Process.

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

**"Company"** means Viceroy Homes Ltd.

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

**"Completion Date"** means the date on which all of the Company's obligations under the Proposal have been met.

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

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

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

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

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



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

**"Distribution Date"** means the date which is 10 days after the Effective Date, subject to Subsection 7.5(c) of the Proposal.

**"Effective Date"** means the date on which all conditions precedent to the Proposal set forth in Article V hereof have been satisfied or waived, subject to Subsection 7.5(c) of the Proposal.

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

**"Employee Unsecured Claims"** means any Proven Claim of any employees or former employees of the Company less the amount of their Employee Priority Claim.

**"Filing Date"** means June 9, 2015, the date when the Notice of Intention to File a Proposal was filed by the Company.

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

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

**"Priority Claim"** means a Proven Claim of a Creditor entitled to receive a payment of any amount owed to it in priority to other Unsecured Creditors as provided for in Section 136 of the BIA, which for greater certainty includes Employee Priority Claims and Crown Claims.

**"Priority Creditor"** means a Creditor having a Priority Claim to the extent of that Priority Claim.

**"Proof of Claim"** means the proof of claim, in the form prescribed by the Claims Process Order, delivered to the Trustee in accordance with the terms of such Order.

**"Proposal"** means the Proposal among the Company and the Unsecured Creditors, as from time to time amended, modified or supplemented pursuant to an order of the Court, or pursuant to an agreement among the Company and the Unsecured Creditors, as provided for herein or pursuant to any Meeting of the Unsecured Creditor Class.

**"Proposal Proceeding"** means the proceeding commenced by the Company under the BIA, being British Columbia Supreme Court, Vancouver Registry Action No. B-150645.

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

**"San Bao"** means San Bao Investments Inc.

**"Secured Creditors"** means those Creditors holding Security Interests against any or all assets of the Company.

**"Security Interest"** means a valid and enforceable mortgage, charge or encumbrance on the Company's assets, whether contractual, statutory or otherwise, that is in existence as at the Filing Date, as determined by the Trustee pursuant to the Claims Process.

**"Trustee"** means FTI Consulting Canada Inc. in its appointed capacity as trustee of the Proposal, and not in its personal capacity.

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

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

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

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

**"Unsecured Deficiency Claim"** means a Proven Claim of a Secured Creditor to the extent that such Proven Claim exceeds the realizable value of the assets subject to that Secured Creditors' Security interest.

## **1.2 HEADINGS**

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

## **1.3 STATUTORY REFERENCE**

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

## **1.4 NUMBER AND GENDER**

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

## **1.5 CURRENCY**

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

**1.6 DATE FOR ANY ACTION**

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

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

**2.1 PURPOSE OF THE PROPOSAL**

The purpose of the Proposal is to permit the Company to settle payment of its liabilities as at the Filing Date and to compromise the indebtedness owed to the Unsecured Creditors of the Company on a fair and equitable basis.

**2.2 TRUSTEE UNDER THE PROPOSAL**

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

**2.3 EFFECT ON SECURED CREDITORS**

Secured Creditors are only affected under the Proposal to the extent of any Unsecured Deficiency Claim such Secured Creditor may have, and will be paid in accordance with existing agreements between such Secured Creditor and the Company, as amended from time to time or as may be arranged in the future between the Company and the Secured Creditor.

**2.4 WAIVER OF SAN BAO**

It is a term of the Proposal that San Bao shall not be entitled to any distribution hereunder with respect to its Unsecured Deficiency Claim, and shall not vote on the Proposal.

**ARTICLE III  
TREATMENT OF UNSECURED CREDITORS**

**3.1 UNSECURED CREDITOR CLASS**

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

**3.2 PAYMENT TO UNSECURED CREDITORS**

If the Unsecured Creditor Class votes in favour of the Proposal, then on the Distribution Date, each Unsecured Creditor will receive its *pro rata* distribution of:

- (a) \$500,000 in cash; and

- (b) \$200,000 in the form of a promissory note from the Company payable in two (2) years from the Distribution Date.

### **3.3 CREDITORS WITH DISPUTED CLAIMS**

Unsecured Creditors with Disputed Claims shall be entitled to attend the Meeting and cast a vote in respect of the Proposal up to the value of their Disputed Claim. The Trustee shall keep a separate record and tabulation of any votes cast in respect of Disputed Claims. The Trustee shall report the result of the vote and the tabulation of votes of Proven Claims and Disputed Claims to the Court and, if the decision by Unsecured Creditors whether to approve or reject the Proposal is affected by the votes cast in respect of Disputed Claims, the Company shall seek direction from the Court in respect thereof. The fact that a Disputed Claim is allowed for voting purposes shall not preclude the Company or the Trustee from disputing the Disputed Claim for distribution purposes.

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

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

### **3.4 COMPROMISE AND RELEASE**

Upon the Company meeting its obligations to Unsecured Creditors under the Proposal, each Unsecured Creditor shall release the Company from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims.

### **3.5 FUNDING OF PAYMENTS UNDER THE PROPOSAL**

The cash payments under the Proposal, other than payments in respect of the Employee Priority Claims (which shall be paid from funds held by the Trustee pursuant to the APA Approval Order), shall be made from funds made available to the Trustee by San Bao, or its nominee, payable to the Trustee within five Business Days of the issue of the Approval Order.

The promissory note payments under the Proposal shall be made available to the Trustee by the Company's Solicitors within five Business Days of the issue of the Approval Order.

## **ARTICLE IV PRIORITY PAYMENTS**

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

The Trustee's Fees will be paid by the Company in priority to payment of all Proven Claims in accordance with the provisions of the BIA from funds held by the Company's Solicitors on account of the Administrative Charge Amount pursuant to the APA Approval Order and, to the extent that such funds are insufficient to pay the Trustee's Fees, from funds made available to the Company by San Bao or its nominee.

### **4.2 PAYMENT OF PRIORITY CREDITORS**

The Trustee shall pay the following from the amounts paid to the Trustee pursuant to the APA Approval Order or Section 3.5 of the Proposal as applicable:

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

## **ARTICLE V CONDITIONS PRECEDENT**

### **5.1 CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

The Effective Date is subject to the satisfaction or waiver of the following conditions precedent:

- (a) The Proposal being approved by the Unsecured Creditor Class by the requisite percentages in relation both to numbers of the Unsecured Creditors voting and to the dollar amounts of Proven Claims of the Unsecured Creditors voting in accordance with the provisions of the BIA;
- (b) The Approval Order has been issued and has not been stayed;
- (c) The transaction pursuant to the Asset Purchase Agreement shall have closed;
- (d) San Bao shall have delivered to the Trustee documentation, in a form satisfactory to the Trustee acting reasonably, evidencing the waiver of San Bao's right to any distribution in respect of its Unsecured Deficiency Claim and San Bao's agreement that it shall not vote on the Proposal;
- (e) San Bao, or its nominee, shall have made available to the Trustee all of the funds necessary for the Trustee to make the payments under the Proposal; and
- (f) All other actions, documents and agreements necessary to implement the Proposal shall have been effected and executed.

## **5.2 WAIVER OF CONDITIONS**

Any conditions precedent contained in Section 5.1 hereof, other than Subsections 5.1(a) and 5.1(b) may be waived by the Company with the prior consent of the Trustee.

## **5.3 FAILURE TO SATISFY CONDITIONS PRECEDENT**

If the conditions precedent contained in Section 5.1 are not satisfied or waived in accordance with Section 5.2 hereof, on or before the day which is 30 days after the date on which the Approval Order is issued or such later date as may be specified by the Company with the consent of the Trustee, the Proposal shall not be implemented.

# **ARTICLE VI DELIVERY OF NOTICES AND DISTRIBUTIONS UNDER THE PROPOSAL**

## **6.1 NOTICES AND PAYMENTS TO UNSECURED CREDITORS**

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

## **6.2 UNDELIVERABLE DISTRIBUTIONS**

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

## **6.3 WITHHOLDING TAXES AND SUPERINTENDENT'S LEVY**

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

Notwithstanding any other provision of the Proposal, each Unsecured Creditor that is to receive a distribution pursuant to the Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any governmental entity (including income, withholding and other tax obligations on account of such distribution).

# **ARTICLE VII MEETING OF THE UNSECURED CREDITORS**

## **7.1 MEETING**

The Meeting for the Unsecured Creditor Class to consider and vote on the Proposal shall be conducted in accordance with Part III, Division I – General Scheme for Proposals of the BIA.

## **7.2 VOTING**

The Proposal is to be voted on by the Unsecured Creditor Class at the Meeting.

For the purposes of voting each Unsecured Creditor shall have one vote for the purposes of determining a majority in number and each Unsecured Creditor shall be entitled to one vote for each \$1.00 of its Proven Claim for the purpose of determining a majority in value.

## **7.3 PROXIES AND VOTING LETTERS**

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

## **7.4 ADJOURNMENT OF MEETING**

The chair of the Meeting may in his or her discretion adjourn the Meeting upon such terms as are considered appropriate by the chair upon notice to those persons present at the Meeting for the purposes of considering amendments to the Proposal contemplated in Article VIII.

## **7.5 INSPECTORS**

At the Meeting, the Unsecured Creditors may appoint one or more but not exceeding five inspectors (the "Inspectors") under the Proposal whose duties will be restricted to the following:

- (a) to advise the Trustee in connection with its actions under the Proposal or any amendment thereto as the Trustee may, from time to time, request;
- (b) to advise the Trustee concerning any dispute which may arise as to the validity of claims of Creditors under the Proposal;
- (c) to extend the Distribution Date and/or Effective Date provided for under the Proposal;  
and
- (d) to advise the Trustee in respect of such other matters as may be referred to the Inspectors by the Trustee.

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

The Trustee, and the Inspectors, should any be appointed, shall be exempt from all personal liability for any wrongful act, default or neglect (other than fraud, willful misconduct or gross negligence) in fulfilling any duties or exercising any powers conferred upon them by the Proposal, the BIA or generally in carrying out the terms of the Proposal.

**ARTICLE VIII  
AMENDMENTS AND MODIFICATIONS**

**8.1 AMENDMENT OF PROPOSAL**

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

**8.2 MODIFICATION OF PROPOSAL**

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

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

**8.3 WAIVERS**

Other than the conditions precedent contained in Subsections 5.1(a), (b), (d) and (e) hereof, any provision of the Proposal may be waived, with the consent of the Trustee, by the Unsecured Creditor Class or by an Unsecured Creditor affected by the provision.

**ARTICLE IX  
APPLICATION FOR APPROVAL ORDER**

**9.1 APPLICATION FOR APPROVAL ORDER**

Within five days after the Proposal has been approved by the Unsecured Creditors by the requisite percentages in relation both to numbers of Creditors and dollar amounts of Proven Claims of Unsecured Creditors voting on the resolution at the Meeting, the Trustee will apply to the Court for the Approval Order.

**9.2 CONTINUATION OF THE STAY OF PROCEEDINGS**

The stay of proceedings provided for in Subsection 69.1(1) of the BIA will be continued in full force and effect from the date of filing of the Proposal until the Completion Date, or if the Company becomes bankrupt, the date of bankruptcy.



**ARTICLE X  
GENERAL**

**10.1 CERTIFICATE OF FULL PERFORMANCE OF PROPOSAL**

Following the Completion Date, the Trustee shall give to the Company and the official receiver a certificate, in the prescribed form, in accordance with Section 65.3 of the BIA.

**10.2 FURTHER ACTIONS**

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

**10.3 NOTICES**

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

c/o FTI Consulting Canada Inc.  
701 West Georgia Street  
Suite 1502  
Vancouver, BC V7Y 1C6

Telephone: (604) 601-5691

Facsimile: (604) 801-5911

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

**10.4 DATE AND REFERENCE**

The Proposal may be referred to as being the Proposal of the Company dated for reference March 30, 2016.

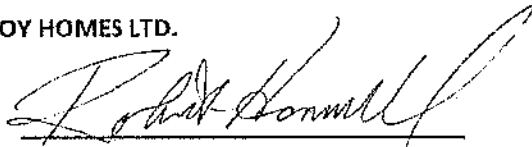
**10.5 SUCCESSORS AND ASSIGNS**

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

DATED at the City of Vancouver, Province of British Columbia this 30th day of March, 2016.

**VICEROY HOMES LTD.**

Per:



Authorized Signatory

ROBERT HAMMECK  
- MAR 30/16

# **EXHIBIT C**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF**

**VICEROY HOMES LTD.**

**FURTHER AMENDED PROPOSAL**

**ARTICLE I  
DEFINITIONS & INTERPRETATION**

**1.1 DEFINITIONS**

In the Proposal:

**“Administrative Charge Amount”** shall have the meaning ascribed thereto in the APA Approval Order.

**“APA Approval Order”** means the Court order granted on November 19, 2015 in the Proposal Proceeding approving, *inter alia*, the transaction pursuant to the Asset Purchase Agreement and distribution of the proceeds thereof.

**“Approval Order”** means the Court order made in the Proposal Proceeding approving the Proposal and directing the implementation of the Proposal.

**“Asset Purchase Agreement”** means the asset purchase agreement among Besco International Investment Co., Ltd., Viceroy Homes (2015) Ltd. and the Company dated November 12, 2015.

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

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

**“Claim”** means any right or claim of any person against the Company whether or not asserted in connection with any indebtedness, liability or obligation of any kind whatsoever owed to such person, including any indebtedness, liability or obligation owed to such person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable, or fiduciary duty), any right of ownership of or title to, or to a trust or deemed trust against, any of the property or assets of the Company, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any person to

advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose of action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and, for certainty, includes Priority Claims.

**"Claims Process Order"** means the Court order granted on July 30, 2015 authorizing the Claims Process.

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

**"Company"** means Viceroy Homes Ltd.

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

**"Completion Date"** means the date on which all of the Company's obligations under the Proposal have been met.

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

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

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

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

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

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

**“Distribution Date”** means the date which is 10 days after the Effective Date, subject to Subsection 7.5(c) of the Proposal.

**“Effective Date”** means the date on which all conditions precedent to the Proposal set forth in Article V hereof have been satisfied or waived, subject to Subsection 7.5(c) of the Proposal.

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

**“Employee Unsecured Claims”** means any Proven Claim of any employees or former employees of the Company less the amount of their Employee Priority Claim.

**“Filing Date”** means June 9, 2015, the date when the Notice of Intention to File a Proposal was filed by the Company.

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

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

**“Priority Claim”** means a Proven Claim of a Creditor entitled to receive a payment of any amount owed to it in priority to other Unsecured Creditors as provided for in Section 136 of the BIA, which for greater certainty includes Employee Priority Claims and Crown Claims.

**“Priority Creditor”** means a Creditor having a Priority Claim to the extent of that Priority Claim.

**“Proof of Claim”** means the proof of claim, in the form prescribed by the Claims Process Order, delivered to the Trustee in accordance with the terms of such Order.

**“Proposal”** means the Proposal among the Company and the Unsecured Creditors, as from time to time amended, modified or supplemented pursuant to an order of the Court, or pursuant to an agreement among the Company and the Unsecured Creditors, as provided for herein or pursuant to any Meeting of the Unsecured Creditor Class.

**“Proposal Proceeding”** means the proceeding commenced by the Company under the BIA, being British Columbia Supreme Court, Vancouver Registry Action No. B-150645.

**“Proven Claim”** means the aggregate amount of any and all Claims held by a Creditor which has been accepted by the Trustee and the Company or finally determined in accordance with the Claims Process Order.

**“San Bao”** means San Bao Investments Inc.

**“Secured Creditors”** means those Creditors holding Security Interests against any or all assets of the Company.

**“Security Interest”** means a valid and enforceable mortgage, charge or encumbrance on the Company’s assets, whether contractual, statutory or otherwise, that is in existence as at the Filing Date, as determined by the Trustee pursuant to the Claims Process.

**“Trustee”** means FTI Consulting Canada Inc. in its appointed capacity as trustee of the Proposal, and not in its personal capacity.

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

**“Unsecured Creditors”** means those Creditors with an Unsecured Creditor Claim.

**“Unsecured Creditor Claim”** means a Proven Claim of a Creditor with an unsecured Claim against the Company or an Unsecured Deficiency Claim.

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

**“Unsecured Deficiency Claim”** means a Proven Claim of a Secured Creditor to the extent that such Proven Claim exceeds the realizable value of the assets subject to that Secured Creditors’ Security Interest.

## **1.2 HEADINGS**

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

## **1.3 STATUTORY REFERENCE**

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

## **1.4 NUMBER AND GENDER**

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

## **1.5 CURRENCY**

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

**1.6 DATE FOR ANY ACTION**

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

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

**2.1 PURPOSE OF THE PROPOSAL**

The purpose of the Proposal is to permit the Company to settle payment of its liabilities as at the Filing Date and to compromise the indebtedness owed to the Unsecured Creditors of the Company on a fair and equitable basis.

**2.2 TRUSTEE UNDER THE PROPOSAL**

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

**2.3 EFFECT ON SECURED CREDITORS**

Secured Creditors are only affected under the Proposal to the extent of any Unsecured Deficiency Claim such Secured Creditor may have, and will be paid in accordance with existing agreements between such Secured Creditor and the Company, as amended from time to time or as may be arranged in the future between the Company and the Secured Creditor.

**2.4 WAIVER OF SAN BAO**

It is a term of the Proposal that San Bao shall not be entitled to any distribution hereunder with respect to its Unsecured Deficiency Claim, and shall not vote on the Proposal.

**ARTICLE III  
TREATMENT OF UNSECURED CREDITORS**

**3.1 UNSECURED CREDITOR CLASS**

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

**3.2 PAYMENT TO UNSECURED CREDITORS**

If the Unsecured Creditor Class votes in favour of the Proposal, then on the Distribution Date, each Unsecured Creditor will receive its *pro rata* distribution of:

- (a) \$700,000 in cash; and



- (b) \$100,000 in the form of a promissory note from the Company payable in six (6) months from the date of the Approval Order.

### **3.3 CREDITORS WITH DISPUTED CLAIMS**

Unsecured Creditors with Disputed Claims shall be entitled to attend the Meeting and cast a vote in respect of the Proposal up to the value of their Disputed Claim. The Trustee shall keep a separate record and tabulation of any votes cast in respect of Disputed Claims. The Trustee shall report the result of the vote and the tabulation of votes of Proven Claims and Disputed Claims to the Court and, if the decision by Unsecured Creditors whether to approve or reject the Proposal is affected by the votes cast in respect of Disputed Claims, the Company shall seek direction from the Court in respect thereof. The fact that a Disputed Claim is allowed for voting purposes shall not preclude the Company or the Trustee from disputing the Disputed Claim for distribution purposes.

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

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

### **3.4 COMPROMISE AND RELEASE**

Upon the Company meeting its obligations to Unsecured Creditors under the Proposal, each Unsecured Creditor shall release the Company from all Claims that arose before the Filing Date and that relate to the obligations of the Company prior to the Filing Date, regardless of the date of crystallization of such Claims.

### **3.5 FUNDING OF PAYMENTS UNDER THE PROPOSAL**

The cash payments under the Proposal, other than payments in respect of the Employee Priority Claims (which shall be paid from funds held by the Trustee pursuant to the APA Approval Order), shall be made from funds made available to the Trustee by San Bao, or its nominee, payable to the Trustee within 14 Business Days of the Proposal being approved by the Unsecured Creditor Class in accordance with the provisions of the BIA.

The promissory note payments under the Proposal shall be made available to the Trustee by the Company's Solicitors within five Business Days of the issue of the Approval Order.

## **ARTICLE IV PRIORITY PAYMENTS**

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

The Trustee's Fees will be paid by the Company in priority to payment of all Proven Claims in accordance with the provisions of the BIA from funds held by the Company's Solicitors on account of the Administrative Charge Amount pursuant to the APA Approval Order and, to the extent that such funds are insufficient to pay the Trustee's Fees, from funds made available to the Company by San Bao or its nominee.

### **4.2 PAYMENT OF PRIORITY CREDITORS**

The Trustee shall pay the following from the amounts paid to the Trustee pursuant to the APA Approval Order or Section 3.5 of the Proposal as applicable:

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

## **ARTICLE V CONDITIONS PRECEDENT**

### **5.1 CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

The Effective Date is subject to the satisfaction or waiver of the following conditions precedent:

- (a) The Proposal being approved by the Unsecured Creditor Class by the requisite percentages in relation both to numbers of the Unsecured Creditors voting and to the dollar amounts of Proven Claims of the Unsecured Creditors voting in accordance with the provisions of the BIA;
- (b) The Approval Order has been issued and has not been stayed;
- (c) The transaction pursuant to the Asset Purchase Agreement shall have closed;
- (d) San Bao shall have delivered to the Trustee documentation, in a form satisfactory to the Trustee acting reasonably, evidencing the waiver of San Bao's right to any distribution in respect of its Unsecured Deficiency Claim and San Bao's agreement that it shall not vote on the Proposal;
- (e) San Bao, or its nominee, shall have made available to the Trustee all of the funds necessary for the Trustee to make the payments under the Proposal; and
- (f) All other actions, documents and agreements necessary to implement the Proposal shall have been effected and executed.

## **5.2 WAIVER OF CONDITIONS**

Any conditions precedent contained in Section 5.1 hereof, other than Subsections 5.1(a) and 5.1(b) may be waived by the Company with the prior consent of the Trustee.

## **5.3 FAILURE TO SATISFY CONDITIONS PRECEDENT**

If the conditions precedent contained in Section 5.1 are not satisfied or waived in accordance with Section 5.2 hereof, on or before the day which is 30 days after the date on which the Approval Order is issued or such later date as may be specified by the Company with the consent of the Trustee, the Proposal shall not be implemented.

# **ARTICLE VI DELIVERY OF NOTICES AND DISTRIBUTIONS UNDER THE PROPOSAL**

## **6.1 NOTICES AND PAYMENTS TO UNSECURED CREDITORS**

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

## **6.2 UNDELIVERABLE DISTRIBUTIONS**

If any distribution to a Creditor under the Proposal is returned to the Trustee as undeliverable, the Trustee shall make best efforts to locate the Creditor. Undeliverable distributions shall be retained by the Trustee until they are claimed or until the date of the Trustee's discharge, after which they shall, subject to Section 154(1) of the BIA and Directive No. 18 of the Superintendent of Bankruptcy, be paid over by the Trustee to the Office of the Superintendent of Bankruptcy.

## **6.3 WITHHOLDING TAXES AND SUPERINTENDENT'S LEVY**

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

Notwithstanding any other provision of the Proposal, each Unsecured Creditor that is to receive a distribution pursuant to the Proposal shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes or tax obligations imposed by any governmental entity (including income, withholding and other tax obligations on account of such distribution).

# **ARTICLE VII MEETING OF THE UNSECURED CREDITORS**

## **7.1 MEETING**

The Meeting for the Unsecured Creditor Class to consider and vote on the Proposal shall be conducted in accordance with Part III, Division I – General Scheme for Proposals of the BIA.

## **7.2 VOTING**

The Proposal is to be voted on by the Unsecured Creditor Class at the Meeting.

For the purposes of voting each Unsecured Creditor shall have one vote for the purposes of determining a majority in number and each Unsecured Creditor shall be entitled to one vote for each \$1.00 of its Proven Claim for the purpose of determining a majority in value.

## **7.3 PROXIES AND VOTING LETTERS**

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

## **7.4 ADJOURNMENT OF MEETING**

The Meeting may be adjourned by the Unsecured Creditors by ordinary resolution to such time and place as may be fixed by the chair of the Meeting, in accordance with Section 52 of the BIA.

## **7.5 INSPECTORS**

At the Meeting, the Unsecured Creditors may appoint one or more but not exceeding five inspectors (the "Inspectors") under the Proposal whose duties will be restricted to the following:

- (a) to advise the Trustee in connection with its actions under the Proposal or any amendment thereto as the Trustee may, from time to time, request;
- (b) to advise the Trustee concerning any dispute which may arise as to the validity of claims of Creditors under the Proposal;
- (c) to extend the Distribution Date and/or Effective Date provided for under the Proposal; and
- (d) to advise the Trustee in respect of such other matters as may be referred to the Inspectors by the Trustee.

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

The Trustee, and the Inspectors, should any be appointed, shall be exempt from all personal liability for any wrongful act, default or neglect (other than fraud, willful misconduct or gross negligence) in fulfilling any duties or exercising any powers conferred upon them by the Proposal, the BIA or generally in carrying out the terms of the Proposal.

**ARTICLE VIII  
AMENDMENTS AND MODIFICATIONS**

**8.1 AMENDMENT OF PROPOSAL**

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

**8.2 MODIFICATION OF PROPOSAL**

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

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

**8.3 WAIVERS**

Other than the conditions precedent contained in Subsections 5.1(a), (b), (d) and (e) hereof, any provision of the Proposal may be waived, with the consent of the Trustee, by the Unsecured Creditor Class or by an Unsecured Creditor affected by the provision.

**ARTICLE IX  
APPLICATION FOR APPROVAL ORDER**

**9.1 APPLICATION FOR APPROVAL ORDER**

Within five days after the Proposal has been approved by the Unsecured Creditors by the requisite percentages in relation both to numbers of Creditors and dollar amounts of Proven Claims of Unsecured Creditors voting on the resolution at the Meeting, the Trustee will apply to the Court for the Approval Order.

**9.2 CONTINUATION OF THE STAY OF PROCEEDINGS**

The stay of proceedings provided for in Subsection 69.1(1) of the BIA will be continued in full force and effect from the date of filing of the Proposal until the Completion Date, or if the Company becomes bankrupt, the date of bankruptcy.

**ARTICLE X  
GENERAL**

**10.1 CERTIFICATE OF FULL PERFORMANCE OF PROPOSAL**

Following the Completion Date, the Trustee shall give to the Company and the official receiver a certificate, in the prescribed form, in accordance with Section 65.3 of the BIA.

**10.2 FURTHER ACTIONS**

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

**10.3 NOTICES**

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

c/o FTI Consulting Canada Inc.  
701 West Georgia Street  
Suite 1502  
Vancouver, BC V7Y 1C6

Telephone: (604) 601-5691

Facsimile: (604) 801-5911

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

**10.4 DATE AND REFERENCE**

The Proposal may be referred to as being the Proposal of the Company dated for reference August 29, 2016.

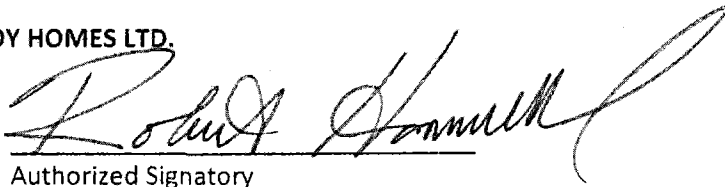
**10.5 SUCCESSORS AND ASSIGNS**

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

DATED at the City of Vancouver, Province of British Columbia this 29th day of August, 2016.

**VICEROY HOMES LTD.**

Per:

A handwritten signature in cursive script, appearing to read "Robert Hammell", written over a horizontal line.

Authorized Signatory

ROBERT HAMMELL

# **EXHIBIT D**



**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF VICEROY HOMES LTD. (“VHL”)  
Minutes of the Meeting of Creditors**

Date: December 24, 2015

Time: 10:00 a.m.

Location: Suite 950, 609 Granville Street, Vancouver, BC

Official Receiver: Zaeed Buksh, Gary Sam

Trustee: Craig Munro – FTI Consulting

Trustee’s Associate: Scott Gallon – FTI Consulting

Trustee’s Solicitor: Vicki Tickle – Fasken Martineau

Debtor Representative: Robert Hammell – Director, VHL

Company’s Solicitor: Katie Mak – Clark Wilson

**Chairperson:**

Zaeed Buksh, Senior Bankruptcy Analyst, Office of the Superintendent of Bankruptcy

**Call To Order:**

The meeting was brought to order by Zaeed Buksh, Chairperson, at 10:05 am.

The Chairperson advised that there was a quorum of creditors in attendance, and therefore the meeting was properly called and duly constituted.

The Chairperson introduced himself, Zaeed Buksh, Gary Sam (representative of the Official Receiver), Craig Munro (Trustee), Vicki Tickle (Trustee’s Solicitor), Robert Hammell (Viceroy Representative), Katie Mak (Viceroy Solicitor) and Scott Gallon (Secretary).

The Chairperson then tabled the following documents:

- Proposal to Creditors
- Cash Flow Statement
- Trustee’s Report on Cash Flow Statement (Form 29)
- Debtor’s Report on Cash Flow Statement (Form 30)
- Notice to Creditors containing:
  - a notice of the date, time and place of the meeting;

- a condensed statement of the assets and liabilities;
- a copy of the proposal; and
- the prescribed forms, in blank, of
  - § proof of claim,
  - § proxy,
  - § voting letter

The Chairperson explained the agenda of the meeting:

- Explanation of the Trustee's Report on the Proposal;
- Question Period;
- Creditor's rights to adjourn for further investigation and examination; and
- Voting on proposal.

The Chairperson introduced Craig Munro, Trustee, to discuss the Trustee's Report on the Proposal.

Craig Munro explained the Trustee's report in detail and the reasons for the Trustee's recommendation that the unsecured creditors should accept the proposal by VHL.

The Chairperson opened the floor to the Creditors for questions.

The following is a summary of the questions asked during the question period and the responses given:

- Creditor question: Why did VHL not pay an invoice dated in May 2014 for the engineering firm that provided services related to the foundation of my house?
  - To Robert Hammell: I can't answer that.
- Creditor question: How did San Bao Investment Inc. come to have a secured claim after they were not included on the original creditor listing when the NOI was filed?
  - To Trustee: The original creditor listing was provided by the company and was based mainly on an Accounts Payable listing and management inquiries. What was originally thought to have been a loan from VHL's Parent company Canada Wood Frame Solutions Ltd. was actually a number of loans from San Bao Investments Inc. This was substantiated by San Bao during the Claims Process conducted by the Proposal Trustee.
- Creditor question: Why did Charles Wei not have signing authority on the Viceroy Bank Account?
  - To Robert Hammell: I was not aware who had signing authority on the accounts.
- Creditor question: Does Mr. Hammell speak Mandarin and were the meetings at Viceroy held in English or Mandarin? How did you know what was being said in the meetings if they were in Mandarin?
  - To Robert Hammell: The majority of the meetings are held in English and if any are in Mandarin someone is provided to translate.
- Creditor question: Why were Ray Qiao (VHL Employee) and Nikki Zhang (Wiston Building Materials Co. Employee) signing authorities on the VHL bank account?
  - Robert Hammell: I can't answer that.

- Creditor question: Why were you not aware that you were the sole director of VHL in June 2015 and when we informed you your response was “So they’ve hung me out to dry”?
  - To Robert Hammell: I don’t recall such a conversation.
  
- Creditor question: Wouldn’t Andrew Sun be considered a related party to VHL? His employee (Nikki Zhang) had signing authority on the VHL Bank account and Mr. Sun supposedly hired an interim CFO in late February 2015?
  - To Vicki Tickle: The Trustee asked specific questions of Mr. Sun through Besco’s legal counsel, and Joseph Kwok through his legal counsel regarding Mr. Sun’s involvement in VHL prior to the sale as well as Wiston/Besco being related parties to VHL. Each party responded that Mr. Sun had no management capacity with VHL.
  
- Creditor question: Is there fraud in this case and will the Official Receiver be investigating for fraud.
  - To Chairperson: I recommend you obtain legal advice on this matter if you believe there was fraud. The creditors meeting is not the appropriate venue for allegations of fraud but I am available for to discuss after the meeting.
  
- Creditor question: Why was the asset sale allowed to close if the purchaser is not arm’s length?
  - To Vicki Tickle: The Trustee asked specific questions of Mr. Sun / Besco’s counsel, and Joseph Kwok / his counsel regarding Mr. Sun involvement in VHL prior to the sale and Wiston/Besco being related party, as required by the BIA.
  
- Creditor question: Questions were raised as to the timing of the secured lenders registering their security in various jurisdictions (ON and BC).
  - To Vicki Tickle: The Trustee’s counsel performed a review of all secured claims. It was determined that San Bao, Wiston, and Dejun Yao had valid security. The Trustee also performed a detailed review of VHL bank records to confirm receipt of the advances from each secured lender.

No further questions were asked

**Voting:**

The Chairperson explained that a group of creditors, through their legal counsel, had requested an adjournment to enable a further appraisal and investigation of the affairs and property of the debtor to be made in accordance with BIA Section 52.

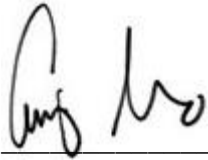
The Chairperson noted that per BIA Section 52 - Where the creditors by ordinary resolution at the meeting at which a proposal is being considered so require, the meeting shall be adjourned to such time and place as may be fixed by the chairperson.

The Chairperson called a vote on the general resolution to adjourn the meeting to January 19, 2015 at 10:00 a.m. to be held at the office of Fasken Martineau, 550 Burrard St, Vancouver, BC V6C 0A3.

The motion was moved by Joan Wallwork, proxy Christopher Tunney, and seconded by Ronald Calliou. The vote was unanimous.

A motion was moved by Joan Wallwork, and it was resolved to adjourn the meeting to January 19, 2015 at 10:00 a.m. to be held at the office of Fasken Martineau, 550 Burrard St, Vancouver, BC V6C 0A3.

Meeting was adjourned at 10:58 a.m.

A handwritten signature in black ink, appearing to read 'Craig Munro', written over a horizontal line.

**Craig Munro – FTI Consulting**

**Trustee**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF VICEROY HOMES LTD. ("VHL")**

**Minutes of the Reconvened First Meeting of Creditors**

Estate Name: Viceroy Homes Ltd.

Estate No.: 11-2004159

Date: January 19, 2016

Time: 10:00 a.m.

Location: 550 Burrard St, Vancouver, BC V6C 0A3

Official Receiver: Zaeed Buksh

Trustee: Craig Munro – FTI Consulting

Trustee's Solicitor: Vicki Tickle

Debtor Representative: Robert Hammell (By phone)

Debtor Representative & Solicitor: Katie Mak

**Chairperson:**

Zaeed Buksh, Official Receiver, Office of the Superintendent of Bankruptcy

**Call To Order:**

The meeting was brought to order by Zaeed Buksh, Chairperson, at 10:00 am.

The Chairperson advised that there was a quorum of creditors in attendance, and therefore the meeting was properly called and duly constituted.

The Chairperson introduced himself, Zaeed Buksh.

The Chairperson stated that the authority to chair a meeting called pursuant to Section 51 (1) is given in Section 51(3) of the Bankruptcy and Insolvency Act.

The Chairperson explained the agenda of the meeting:

- Question Period;
- Creditors' rights to adjourn for further investigation and examination; and
- Voting on proposal.

## Question Period:

The Chairperson opened the floor to the Creditors for questions.

The following is a summary of the questions asked during the question period and the responses given:

- Creditor question: Why were some of the questions asked at the first meeting not included in the minutes, i.e. the question regarding the ownership of Canada Wood Frame Solutions? Why were some of the questions and responses from the first creditors meeting paraphrased in the meeting minutes?
  - To Trustee: The meeting minutes are not meant to be a transcript of exactly what was said at the meeting. We made an effort to capture the majority of the questions as we assumed these would be of interest to creditors. Generally the question section in the meeting minutes is more general and only states that questions were asked and responses were given.
  
- Creditor question: Do the questions asked on page 13 of the Fifth Report of the Proposal Trustee, dated November 17, 2015, as filed in the Supreme Court of British Columbia, constitute an Examination under the Bankruptcy and Insolvency Act? These questions were made by counsel for the Proposal Trustee to legal counsel for both Besco and Mr. Kwok. If not, why not?
  - To Vicki Tickle: This does not constitute an examination under the BIA. The purpose of the trustee's report is to inform. The purpose of the section you are referring to in the fifth report was to inform that the questions were asked and what responses were provided. Funding was not provided to complete an examination.
  
- Creditor question: Is FTI aware of an earlier offer of \$15 million for the purchase of Viceroy Homes which was made by former CEO, Doug Auer, to Joseph Kwok? We understand this offer was made sometime after Mr. Kwok fired Mr. Auer on June 12, 2014?
  - To Trustee: No, were not aware of this offer.
  
- Creditor question: Who were the four directors of Viceroy prior to Bob Hammell being made sole director?
  - To Trustee: I am not aware but I can look into this for you.
  
- Creditor question: When was Bob Hammell made the Chairman of Viceroy, and when was he appointed as a Director of Viceroy?
  - To Bob Hammell: I am not sure of the specific dates but I believe I was appointed as a director in February 2015.
  
- Creditor question: In fiscal year ending December 31, 2012 according to Viceroy Homes audited consolidated financial statements, the current ratio was 0.5544. This means that the company had not enough current assets to cover their current liabilities. A healthy company would have a ratio of 2:1 or better. In the Notes to the Financial Statements in particular, Note 1, there is a reference to a concern about the going concern of the company. Any reasonable, prudent person knows that the company is heading towards bankruptcy. This means that the Vice President of Finance or CFO at the time, William Simpson, should have taken protective measures with VBS customer accounts. This

means that all stage payments and deposits from customers should have been placed in trust accounts. Why then did Viceroy not use trust accounts?

Furthermore, after reviewing Viceroy's unaudited financial statements, I have found that in 2013 the current ratio had decreased to 0.4219 and in 2014 it decreased further to 0.3209. The fact that the current ratio had decreased so significantly proves that the company was insolvent and that the warning in the 2012 audited financial statements was correct. Why then was our initial deposit on July 4, 2013 and all further stage payments not placed in a trust account? The company knew at the end of 2012 that they were in financial difficulty. This question is applicable to all customers deposits they made to VHL or VBS.

- To Vicki Tickle: In Canada there are no provisions imposing liability on Directors and Officers for trading while insolvent. There are remedies available for a breach of duty by directors. Any action taken against the directors would have to be undertaken and funded by the creditors.
- To Trustee: You are correct all signs would have shown the company was insolvent and it's up to the directors to manage the affairs of the company. The role of the trustee is not to go out of their way to uncover fraud.
- Creditor question: Why does Viceroy Homes still have an active web site?
  - To Trustee: Viceroy Homes Ltd. is still an operating company under the NOI process.
- Creditor question: It's my understanding that Joseph Kwok is suing Doug Auer. What happens to the proceeds if he wins?
  - To Vicki Tickle: It would depend on whether Joseph is suing Doug on behalf of Viceroy or in his personal capacity.
- Creditor question: Who is asking for the adjournment?
  - To Trustee: A group of employee creditors from Ontario.
- Creditor Question: If the response to the Trustee's questions in the fifth report regarding Andrew Sun's involvement in the company were proven to be wrong is this of concern to the Official Receiver?
  - To Vicki Tickle: The Trustee's report provides information on what was asked and what we were told. It is not an endorsement of the accuracy of those responses. The Trustee and its counsel are in the process of reviewing further information regarding the claim that Andrew Sun was involved in the operations of VHL and VBS. The Trustee will likely be filing a further report to the court on this matter.

No further questions were asked

### **Voting:**

The Chairperson explained that a group of creditors, through their legal counsel, had requested an adjournment to enable a further appraisal and investigation of the affairs and property of the debtor to be made in accordance with BIA Section 52.

The Chairperson noted that per BIA Section 52 – where the creditors by ordinary resolution at the meeting at which a proposal is being considered so require, the meeting shall be adjourned to such time and place as may be fixed by the chairperson.

The Chairperson called a vote on the general resolution to adjourn the meeting to March 9, 2016 at 10:00 a.m. to be held at the office of Fasken Martineau Dumoulin LLP, 2900-550 Burrard St, Vancouver, BC V6C 0A3.

The motion was moved by Joan Wallwork, proxy for Christopher Tunney, and seconded by Anders Thorsen, proxy for Canwell. The vote in favour was unanimous.

Meeting was adjourned approximately at 10:40 a.m.



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**Zaeed Buksh**

**Official Receiver**



**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF VICEROY HOMES LTD. ("VHL")  
Minutes of the Third Meeting of Creditors**

Estate Name: Viceroy Homes Ltd.

Estate No.: 11-2004159

Date: March 9, 2016

Time: 10:00 a.m.

Location: 550 Burrard St, Vancouver, BC V6C 0A3

Official Receiver: Zaeed Buksh

Trustee: Craig Munro – FTI Consulting Canada Inc.

Trustee's Solicitor: Vicki Tickle

Debtor Representative & Solicitor: Katie Mak

**Chairperson:**

Zaeed Buksh, Senior Bankruptcy Analyst, Office of the Superintendent of Bankruptcy

**Call To Order:**

The meeting was brought to order by Zaeed Buksh, Chairperson, at 10:04 am.

The Chairperson advised that there was a quorum of creditors in attendance, and therefore the meeting was properly called and duly constituted.

The Chairperson introduced himself, Zaeed Buksh.

The Chairperson stated that the authority to chair a meeting called pursuant to Section 5(1) is given in Section 51(3) of the Bankruptcy and Insolvency Act.

The Chairperson explained the agenda of the meeting:

- Consider the affairs of the debtor;
- Discuss the amendment to the December 9, 2015 proposal
- Question Period;
- Creditors' rights to adjourn for further investigation and examination; and
- Voting on proposal.

Katie Mak discussed the amendments to the December 9, 2015 proposal.

There was discussion regarding the release of directors' liability under the proposal. Katie Mak explained that the proposal doesn't release directors and officers from liability due to misrepresentation.

**Question Period:**

The Chairperson opened the floor to the Creditors for questions.

The following is a summary of the questions asked during the question period and the responses given:

- Creditor question: Have there been further inquiries made into the involvement of Andrew Sun in the management of Viceroy prior to the filing of the NOI?
  - Vicki Tickle: There have been further inquiries made to Charles Wei as to the involvement of Andrew Sun in the management of Viceroy. The Proposal Trustee is planning on writing a report on the inquiries made but it is not ready at this time.

No further questions were asked

**Voting:**

The Chairperson explained that a group of creditors, through their legal counsel, had requested an adjournment to enable a further appraisal and investigation of the affairs and property of the debtor to be made in accordance with BIA Section 52.

The Chairperson noted that per BIA Section 52 - Where the creditors by ordinary resolution at the meeting at which a proposal is being considered so require, the meeting shall be adjourned to such time and place as may be fixed by the chairperson.

The Chairperson called a vote on the general resolution to adjourn the meeting to April 13, 2016 at 10:00 a.m. to be held at the office of Fasken Martineau DuMoulin LLP, 2900 - 550 Burrard St, Vancouver, BC V6C 0A3.

The motion was moved by Joan Wallwork, proxy Christopher Tunney, and seconded by Scott Gallon, proxy Troy Sprinkler Ltd. The vote was unanimous.

Meeting was adjourned at approximately 10:13 a.m.



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**Zaeed Buksh**

**Official Receiver**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF VICEROY HOMES LTD. (“VHL” or the “Company”)  
Minutes of the Fourth Meeting of Creditors**

Estate Name: Viceroy Homes Ltd.

Estate No.: 11-2004159

Date: April 13, 2016

Time: 10:00 a.m.

Location: 550 Burrard St, Vancouver, BC V6C 0A3

Official Receiver: Zaeed Buksh

Trustee: Craig Munro – FTI Consulting Canada Inc.

Trustee’s Solicitor: Vicki Tickle

Debtor Representative: Bob Hammell

Debtor Solicitor: Katie Mak

**Chairperson:**

Zaeed Buksh, Senior Bankruptcy Analyst, Office of the Superintendent of Bankruptcy

**Call To Order:**

The meeting was brought to order by Zaeed Buksh, Chairperson, at 10:02 am.

The Chairperson advised that there was a quorum of creditors in attendance, and therefore the meeting was properly called and duly constituted.

The Chairperson introduced himself, Zaeed Buksh.

The Chairperson stated that the authority to chair a meeting called pursuant to Section 5(1) is given in Section 51(3) of the Bankruptcy and Insolvency Act.

The Chairperson explained the agenda of the meeting:

- Consider the affairs of the debtor;
- Question Period;
- Creditors’ rights to adjourn for further investigation and examination; and
- Voting on proposal.

Katie Mak discussed proposed amendments to the March 31, 2016 proposal. The amendment included an increase in the notes payable due in two years from \$200,000 to \$400,000.

Katie Mak on behalf of the Company asked if there are any creditors in attendance who which to put forward a motion for an adjournment of the meeting for 60 days.

**Question Period:**

The Chairperson opened the floor to the Creditors for questions.

The following is a summary of the questions asked during the question period and the responses given:

- Creditor question: Why is the company seeking an extension for such a long period?
  - Joseph Kwok: The time is needed to travel to China to speak with San Bao investors in order to secure further funding for the proposal.
- Creditor Question: What would happen in the event the Company defaulted on the promissory notes when due.
  - Katie Mak: If the Company were to default on the promissory notes it would be up to the creditors to commence litigation on their own to recover the funds..

There was discussion of what the employee creditor group would require to vote for the proposal.

There was discussion regarding a counter offer the employee creditor group had sent FTI in January 2016. Joseph Kwok stated that he was not aware of any counter offer from employees and would like the counter offer sent to him for review.

It was noted that FTI would send Joseph Kwok the counter offer received in January 2016. It should be noted that upon subsequent review of archived emails the counter offer was sent to Viceroy's legal counsel who shared the counter offer with Mr. Kwok.

The Proposal Trustee stressed the creditors need to have a meaningful dialog with the Company regarding a counter proposal prior to a reconvened creditor meeting in the event of an adjournment.

No further questions were asked

**Voting:**

The Chairperson noted that per BIA Section 52 - Where the creditors by ordinary resolution at the meeting at which a proposal is being considered so require, the meeting shall be adjourned to such time and place as may be fixed by the chairperson.

The Chairperson called a vote on the general resolution to adjourn the meeting to June 9, 2016 at 10:30 a.m. to be held at the office of Fasken Martineau DuMoulin LLP, 2900 - 550 Burrard St, Vancouver, BC V6C 0A3.

The motion was moved by Anders Thorsen (Canwel) and seconded by Ron Calliou. The vote was unanimous.

Meeting was adjourned at approximately 10:22 a.m.



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**Zaeed Buksh**

**Official Receiver**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF VICEROY HOMES LTD. (“VHL” or the “Company”)  
Minutes of the Fourth Meeting of Creditors**

Estate Name: Viceroy Homes Ltd.

Estate No.: 11-2004159

Date: June 9, 2016

Time: 10:38 a.m.

Location: 550 Burrard St, Vancouver, BC V6C 0A3

Official Receiver: Zaeed Buksh

Trustee: Craig Munro – FTI Consulting Canada Inc.

Trustee’s Solicitor: Vicki Tickle

Debtor Representative: Bob Hammell

Debtor Solicitor: Katie Mak

**Chairperson:**

Zaeed Buksh, Senior Bankruptcy Analyst, Office of the Superintendent of Bankruptcy

**Call To Order:**

The meeting was brought to order by Zaeed Buksh, Chairperson, at 10:38 am.

The Chairperson advised that there was a quorum of creditors in attendance, and therefore the meeting was properly called and duly constituted.

The Chairperson introduced himself, Zaeed Buksh.

The Chairperson stated that the authority to chair a meeting called pursuant to Section 5(1) is given in Section 51(3) of the Bankruptcy and Insolvency Act.

The Chairperson explained the agenda of the meeting:

- Consider the affairs of the debtor;
- Question Period;
- Creditors’ rights to adjourn for further investigation and examination; and
- Voting on proposal.

Katie Mak discussed proposed amendments to the March 30, 2016 proposal. The amendment included an increased cash amount offered in the proposal from \$500,000 to \$800,000 and an adjustment in the notes payable from \$200,000 to \$100,000 due in 6 months.

Katie Mak explained the proposed amendments would be contingent on the sale of the Company's tax losses. Katie noted that there is currently no formal LOI or purchase agreement for the tax losses between the Company and the interested purchaser.

Katie Mak on behalf of the Company asked if there are any creditors in attendance who wish to put forward a motion for an adjournment of the meeting for 60 days.

#### **Question Period:**

The Chairperson opened the floor to the Creditors for questions.

The following is a summary of the questions asked during the question period and the responses given:

- Craig Munro and Ron Calliou requested information on the interested purchaser of the tax losses
  - Katie Mak stated she does not have any information on the interested purchaser at this time.
- Craig Munro and Vicki Tickle discussed the issues regarding the length of time required to complete a tax loss sale. Craig also noted he was not aware that the Company had filed their corporate tax returns since 2013 which would be required prior to selling tax losses.
  - Bob Hammell stated that the Company is in the process of filing these returns.
- Craig Munro stated his objection to a prolonged adjournment and noted that the process appears to be dragging on. He noted there does not appear to have been noticeable progress since the last meeting.
- Vicki Tickle stated should there be a motion to adjourn the Proposal Trustee requests that the motion should include a requirement to deliver the Amended Proposal to the Proposal Trustee 14 days prior to the reconvened creditor meeting and the Proposal Trustee will send the Amended Proposal to Creditors no later than 7 days prior to the reconvened creditor meeting.
- Paul Johnston stated he would support a 60 day adjournment but this would be the last adjournment that he would support.
- Vicki Tickle asked for clarification on who will fund the cash portion of the proposal? Would it be funded by San Bao on the promise of the closing of the tax loss transaction?
  - Katie Mak stated she did not have that information.

No further questions were asked

#### **Voting:**

The Chairperson noted that per BIA Section 52 - Where the creditors by ordinary resolution at the meeting at which a proposal is being considered so require, the meeting shall be adjourned to such time and place as may be fixed by the chairperson.

The Chairperson called a vote on the general resolution to adjourn the meeting to August 10, 2016 at 10:00 a.m. to be held at the office of Fasken Martineau DuMoulin LLP, 2900 - 550 Burrard St, Vancouver, BC on the condition a written proposal is delivered to the Proposal Trustee no later than 14 days (July 27, 2016) prior to the reconvened creditor meeting, and the Proposal Trustee will send the written Proposal to Creditors 7 days prior (August 3, 2016) to the reconvened meeting.

The motion was moved by Ron Calliou and seconded by Joan Wallwork, proxy for Larry Speers. The vote was unanimous.

Meeting was adjourned at approximately 11:07 a.m.



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**Zaeed Buksh**

**Official Receiver**



**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF VICEROY HOMES LTD. (“VHL” or the “Company”)  
Minutes of the Fourth Meeting of Creditors**

Estate Name: Viceroy Homes Ltd.

Estate No.: 11-2004159

Date: August 10, 2016

Time: 10:01 a.m.

Location: 550 Burrard St, Vancouver, BC V6C 0A3

Official Receiver: Zaeed Buksh

Trustee: Craig Munro – FTI Consulting Canada Inc.

Debtor Representative: Bob Hammell

Debtor Solicitor: Chris Ramsey

**Chairperson:**

Zaeed Buksh, Senior Bankruptcy Analyst, Office of the Superintendent of Bankruptcy

**Call To Order:**

The meeting was brought to order by Zaeed Buksh, Chairperson, at 10:01 am.

The Chairperson advised that there was a quorum of creditors in attendance, and therefore the meeting was properly called and duly constituted.

The Chairperson introduced himself, Zaeed Buksh.

The Chairperson stated that the authority to chair a meeting called pursuant to Section 51(1) is given in Section 51(3) of the Bankruptcy and Insolvency Act.

The Chairperson explained the agenda of the meeting:

- Consider the affairs of the debtor;
- Question Period;
- Creditors' rights to adjourn for further investigation and examination; and
- Voting on proposal.

Bob Hammell discussed proposed amendments to the March 30, 2016 proposal. The amendment included an increased cash amount offered in the proposal from \$500,000 to \$700,000 payable in 2 weeks after the proposal is approved by the court and an adjustment in the notes payable from \$200,000 to \$100,000 due in 6 months.

Chris Ramsey noted he had been informed by the Company that the funds are available.

**Question Period:**

The Chairperson opened the floor to the Creditors for questions.

The following is a summary of the questions asked during the question period and the responses given:

- Creditor Question – Why was a proposal not tabled in accordance to the terms of the prior adjournment?
  - Chris Ramsey speculated on various reasons the Company did not amend the proposal prior to this meeting.
- Creditor Question – Is the verbal amendment made by Bob Hammell earlier legally binding
  - Chris Ramsey stated the proposal will have to be formally amended after the meeting.
  - Craig Munro noted in his opinion the amendment suggested earlier benefits creditors more than if the Company were to be deemed bankrupt.
- Creditors expressed disappointment with the Company not fulfilling their duty as agreed to in the prior meeting in regards to formalizing a proposal prior to today's meeting.

No further questions were asked

**Voting:**

The Chairperson noted that per BIA Section 52 - Where the creditors by ordinary resolution at the meeting at which a proposal is being considered so require, the meeting shall be adjourned to such time and place as may be fixed by the chairperson.

A recess was taken at 10:18 am so the creditors could discuss the terms of a possible adjournment.

The meeting resumed at 10:34 am.

The Chairperson called a vote on the general resolution to adjourn the meeting to September 12, 2016 at 10:00 a.m. to be held at the office of Fasken Martineau DuMoulin LLP, 2900 - 550 Burrard St, Vancouver, BC on the condition a written further amended proposal is delivered to the Proposal Trustee and that the funds for the further amended proposal be delivered to the Proposal Trustee's estate account no later than August 19, 2016.

The motion was moved by Anders Thorsen, proxy for Canwel and seconded by Ron Calliou. The vote was unanimous.

Meeting was adjourned at approximately 10:37 a.m.



---

**Zaeed Buksh**

**Official Receiver**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF VICEROY HOMES LTD. (“VHL” or the “Company”)  
Minutes of the Fourth Meeting of Creditors**

Estate Name: Viceroy Homes Ltd.

Estate No.: 11-2004159

Date: August 10, 2016

Time: 10:01 a.m.

Location: 550 Burrard St, Vancouver, BC V6C 0A3

Official Receiver: Zaeed Buksh

Trustee: Craig Munro – FTI Consulting Canada Inc.

Debtor Representative: Bob Hammell

Debtor Solicitor: Chris Ramsey

**Chairperson:**

Zaeed Buksh, Senior Bankruptcy Analyst, Office of the Superintendent of Bankruptcy

**Call To Order:**

The meeting was brought to order by Zaeed Buksh, Chairperson, at 10:01 am.

The Chairperson advised that there was a quorum of creditors in attendance, and therefore the meeting was properly called and duly constituted.

The Chairperson introduced himself, Zaeed Buksh.

The Chairperson stated that the authority to chair a meeting called pursuant to Section 51(1) is given in Section 51(3) of the Bankruptcy and Insolvency Act.

The Chairperson explained the agenda of the meeting:

- Consider the affairs of the debtor;
- Question Period;
- Creditors' rights to adjourn for further investigation and examination; and
- Voting on proposal.

Bob Hammell discussed proposed amendments to the March 30, 2016 proposal. The amendment included an increased cash amount offered in the proposal from \$500,000 to \$700,000 payable in 2 weeks after the proposal is approved by the court and an adjustment in the notes payable from \$200,000 to \$100,000 due in 6 months.

Chris Ramsey noted he had been informed by the Company that the funds are available.

**Question Period:**

The Chairperson opened the floor to the Creditors for questions.

The following is a summary of the questions asked during the question period and the responses given:

- Creditor Question – Why was a proposal not tabled in accordance to the terms of the prior adjournment?
  - Chris Ramsey speculated on various reasons the Company did not amend the proposal prior to this meeting.
- Creditor Question – Is the verbal amendment made by Bob Hammell earlier legally binding
  - Chris Ramsey stated the proposal will have to be formally amended after the meeting.
  - Craig Munro noted in his opinion the amendment suggested earlier benefits creditors more than if the Company were to be deemed bankrupt.
- Creditors expressed disappointment with the Company not fulfilling their duty as agreed to in the prior meeting in regards to formalizing a proposal prior to today's meeting.

No further questions were asked

**Voting:**

The Chairperson noted that per BIA Section 52 - Where the creditors by ordinary resolution at the meeting at which a proposal is being considered so require, the meeting shall be adjourned to such time and place as may be fixed by the chairperson.

A recess was taken at 10:18 am so the creditors could discuss the terms of a possible adjournment.

The meeting resumed at 10:34 am.

The Chairperson called a vote on the general resolution to adjourn the meeting to September 12, 2016 at 10:00 a.m. to be held at the office of Fasken Martineau DuMoulin LLP, 2900 - 550 Burrard St, Vancouver, BC on the condition a written further amended proposal is delivered to the Proposal Trustee and that the funds for the further amended proposal be delivered to the Proposal Trustee's estate account no later than August 19, 2016.

The motion was moved by Anders Thorsen, proxy for Canwel and seconded by Ron Calliou. The vote was unanimous.

Meeting was adjourned at approximately 10:37 a.m.



---

**Zaeed Buksh**

**Official Receiver**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF VICEROY HOMES LTD. (“VHL” or the “Company”)  
Minutes of the Eight Meeting of Creditors**

Estate Name: Viceroy Homes Ltd.

Estate No.: 11-2004159

Date: September 29, 2016

Time: 10:05 a.m.

Location: 550 Burrard St, Vancouver, BC V6C 0A3

Official Receiver: Zaeed Buksh

Trustee: Craig Munro – FTI Consulting Canada Inc.

Debtor Representative: Bob Hammell

Debtor Solicitor: Katie Mak

**Chairperson:**

Zaeed Buksh, Senior Bankruptcy Analyst, Office of the Superintendent of Bankruptcy

**Call To Order:**

The meeting was brought to order by Zaeed Buksh, Chairperson, at 10:05 am.

The Chairperson advised that there was a quorum of creditors in attendance, and therefore the meeting was properly called and duly constituted.

The Chairperson introduced himself, Zaeed Buksh.

The Chairperson stated that the authority to chair a meeting called pursuant to Section 5(1) is given in Section 51(3) of the Bankruptcy and Insolvency Act.

The Chairperson explained the agenda of the meeting:

- Consider the affairs of the debtor;
- Question Period;
- Creditors' rights to adjourn for further investigation and examination; and
- Voting on proposal.

Craig Munro delivered an update on the process since the September 12, 2016 meeting. Mr. Munro noted the Company had made a strong effort since the last meeting to contact creditors and that a number of creditors had changed their votes in favour of the proposal. Mr. Munro noted the current proposal voting by value of creditor claims is at 66.5% for the proposal.

Katie Mak on behalf of the Company asked for a twenty minute adjournment to allow time for creditors to be contacted in a hope to move above the 66.7% required to pass the proposal.

**Voting:**

The Chairperson noted that per BIA Section 52 - Where the creditors by ordinary resolution at the meeting at which a proposal is being considered so require, the meeting shall be adjourned to such time and place as may be fixed by the chairperson.

The Chairperson called a vote on the ordinary resolution to adjourn the meeting to for 20 minutes.

The motion was moved by Ron Calliou and seconded by Anders Thorsen, proxy for Canwel.

The vote was recorded as follows:

	\$	/%\$
Total Voting FOR	3,253,671.67	81.1%
Total Voting AGAINST	760,369.70	18.9%
Total Voting claims	4,014,041.37	100.0%

As a result, the motion was passed and the meeting was adjourned at approximately 10:20 a.m. to be reconvened at 10:40 a.m.

The Chairperson called the meeting back to order at 10:40 a.m.

Mr. Munro advised that during the adjournment Christopher Lindal, who was in attendance via teleconference, on behalf of Cedacrest Homes Ltd. had submitted a voting letter via email in favour of the proposal. The trustee had filled in the voting letter for Mr. Wendell and emailed it to him. Mr. Wendell in turn replied to the email advising that he was in agreement of voting in favour of the proposal. Mr. Wendell said that he wished to vote in favour of the proposal but was not able to print and sign the voting letter at the moment. Mr. Wendell agreed to provide a signed copy within the next day or two.

The Chairperson accepted the emailed voting letter for the purposes of voting; there were no objections to this from any creditors present. The Chairperson advised the meeting that this decision may be appealed to the court. However, it was later determined that this did not affect the outcome of the vote.

The Chairperson called for a vote to approve the Further Amended Proposal dated August 29, 2016. The motion was moved by Ron Calliou and seconded by Anders Thorsen, proxy for Canwel.



The vote was recorded as follows:

	\$	#	/%\$	/%#
Total Voting FOR	\$ 5,814,901.83	72	66.8%	72.7%
Total Voting AGAINST	\$ 2,883,607.99	27	33.2%	27.3%
<b>Total Voting Claims</b>	<b>\$ 8,698,509.82</b>	<b>99</b>	<b>100.0%</b>	<b>100.0%</b>

As a result, the motion passes and the proposal was accepted as the voting exceeded the threshold of a majority in numbers and two thirds in dollar value.

### Inspectors

The Chairperson provided an overview of the role of inspectors and noted that the creditors may appoint anywhere from one to five inspectors in the estate. The Chairperson asked for nominations for the appointment of inspectors. Anders Thorsen, proxy for Canwel, nominated Ron Calliou as an inspector. No other creditors offered to stand for appointment as inspector.

Accordingly, the Chairperson asked for a motion appointing Ron Calliou as an inspector to the estate. The motion was moved by Anders Thorsen, proxy for Canwel, and seconded by the Proposal Trustee using one of its proxy votes. The motion to appoint Ron Calliou as an inspector to the estate was approved unanimously.

As there was no further business, the Chairperson sought a motion to adjourn the meeting. The motion was moved by Ron Calliou and seconded by Anders Thorsen, proxy for Canwel.

The motion was carried unanimously and the meeting was adjourned at 10:45 a.m.



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**Zaeed Buksh**

**Official Receiver**

# **EXHIBIT E**

2900 – 550 Burrard Street  
Vancouver, British Columbia, Canada V6C 0A3

604 631 3131 Telephone  
604 631 3232 Facsimile  
1 866 635 3131 Toll free



Vicki Tickle  
Direct +1 604 631 3229  
vtickle@fasken.com

January 20, 2016  
File No.: 304091.00001/18002

**By Email**

McMillan LLP  
Suite 1500, 1055 West Georgia Street  
Vancouver BC V6E 4N7

**Attention: Victor Tsao**

Dear Mr. Tsao:

**Re: In the Matter of the Notice of Intention to Make a Proposal of Viceroy Homes Ltd. (“VHL”)  
In the Matter of the Notice of Intention to Make Proposal of Viceroy Building Solutions Ltd. (“VBS”, and together with VHL, “Viceroy”)**

We confirm that we are the solicitors for FTI Consulting Canada Inc. (the “**Proposal Trustee**”), the trustee under the Notices of Intention to Make a Proposal filed by VHL and VBS on June 9, 2015.

We refer to our letter of November 9, 2015 in which we set out certain questions regarding the involvement of Wiston International Trade Co., Ltd., Wiston Building Materials Co., and the principal thereof, Huigang (Andrew) Sun, in the management and control of Viceroy. We also refer to your email of November 10, 2015 in reply to our correspondence, in which your client denied any such involvement.

At the meeting of creditors of VHL on December 24, 2015, certain further allegations of Mr. Sun’s involvement in the operations of Viceroy were raised. The Proposal Trustee has made further enquiries regarding these allegations and has been advised that:

- (a) Mr. Sun represented himself as Viceroy’s President as early as February 2015 (see the enclosed offer of employment signed by Mr. Sun on behalf of Viceroy);
- (b) Mr. Sun hired Viceroy’s Chief Financial Officer, Charles Wei, in late February 2015;

304091.00001/90632805.1

\* Fasken Martineau DuMoulin LLP is a limited liability partnership and includes law corporations.

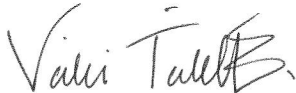
- (c) Mr. Sun informed Mr. Wei that he was the sole owner (and subsequently, the 80% owner) of Viceroy;
- (d) from March 2015, all Viceroy disbursements had to be approved personally by Mr. Sun, and that Mr. Sun was the only person who had payment approval authority; and
- (e) Mr. Wei was never a signatory on any of Viceroy's bank accounts. Mr. Sun arranged for new Viceroy bank accounts to be opened and appointed, among others, Wiston's accountant, Nikki Zhang, as a signatory to those new accounts.

The Proposal Trustee is making further enquiries and anticipates that it will be obliged to deliver a further report to the Court outlining the information it obtains.

If your client wishes to make any further comments or provide any further information which it would like the Proposal Trustee to consider, please advise by no later than 4:00 p.m. on Friday, January 22, 2016.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**



Vicki Tickle

Enc.

cc Client



Richmond Production Facility

VICEROY HOMES LIMITED

12211 HORSESHOE WAY, RICHMOND, BRITISH COLUMBIA, V7A V4V Tel (604) 274-8700, Fax (604) 274-8787

Feb 25, 2015

Jia, Gong

**Re: CONFIRMATION OF JOB OFFER**

Dear Jia Gong,

We have pleasure in offering you the full-time position of Assistant to the President on the following terms and conditions:

1. Date of Commencement  
The start date of your employment will be MARCH 3, 2015
2. Remuneration  
Your salary will be \$2200 per month.
3. Working Hours  
Your working hours will be 40 hours a week. You may be required to work beyond these hours should circumstances necessitate with notice in advance.
4. Probation Period  
Probation Period will be 3 months following your start date and we will give an evaluation after this period and another job offer for permanent full time.
5. Duties
  - 5.1 You are required to perform such duties or tasks as can reasonably expect to be performed in your position which includes as follows, plus other duties given to you by the Company and President from time to time:
    - Providing administrative assistance and secretarial service to the President, including but not limited to: communications, coordination of complex projects, calendaring and support activities.
    - Responsible for listening to, understanding, and translating spoken or written statements between English and Chinese.
    - Prepare reports, translation and minutes according to the requirement by the management.
    - Assist the President with maintaining appropriate records and corporate documents.
    - Travel might be required.



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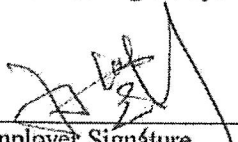
VICEROY HOMES LIMITED


12211 HORSESHOE WAY, RICHMOND, BRITISH COLUMBIA, V7A V4V Tel (604) 274-8700, Fax (604)274-8787

- 5.2 You are bound by any such rules, standing-orders, general instructions, circulars, notices and the like which has been and will be issued by the company from time to time.
6. Statutory Holidays & Annual Leave
- 6.1 You are entitled to statutory holidays stipulated in the Employment Standards Act and Regulations.
- 6.2 After completing 3 months of probation period, you will be entitled to an annual leave of 10 working days.
7. Amendments, Additions and Deletions  
The terms and conditions herein and any other terms of employment may be amended, added or deleted in accordance with the Company's rules and regulations in effect from time to time and any such amendment, addition or deletion will be binding on you as soon as they are adopted by the Company.

Please provide us with your acceptance of our offer by signing and returning this letter to our company.

Offered and signed by:

  
\_\_\_\_\_  
Employer Signature  
Sun, Huigang  
President

  
\_\_\_\_\_  
Employee Signature  
GONG JIA  
Printed Name

On the 3 Day of March, 2015

# **EXHIBIT F**

2900 – 550 Burrard Street  
Vancouver, British Columbia, Canada V6C 0A3

604 631 3131 Telephone  
604 631 3232 Facsimile  
1 866 635 3131 Toll free



Vicki Tickle  
Direct +1 604 631 3229  
vtickle@fasken.com

January 20, 2016  
File No.: 304091.00001/18002

**By Email**

Gehlen Dabbs Lawyers  
1201 - 1030 West Georgia Street  
Vancouver BC V6E 2Y3

**Attention: Carol Cash**

Dear Ms Cash:

**Re: In the Matter of the Notice of Intention to Make a Proposal of Viceroy Homes Ltd. (“VHL”)  
In the Matter of the Notice of Intention to Make Proposal of Viceroy Building Solutions Ltd. (“VBS”, and together with VHL, “Viceroy”)**

We confirm that we are the solicitors for FTI Consulting Canada Inc. (the “**Proposal Trustee**”), the trustee under the Notices of Intention to Make a Proposal filed by VHL and VBS on June 9, 2015.

We refer to our letter of November 9, 2015 in which we set out certain questions regarding the involvement of Wiston International Trade Co., Ltd., Wiston Building Materials Co., and the principal thereof, Huigang (Andrew) Sun, in the management and control of Viceroy. We also refer to your email of November 10, 2015 in reply to our correspondence, in which your client denied any such involvement.

At the meeting of creditors of VHL on December 24, 2015, certain further allegations of Mr. Sun’s involvement in the operations of Viceroy were raised. The Proposal Trustee has made further enquiries regarding these allegations and has been advised that:

- (a) Mr. Sun represented himself as Viceroy’s President as early as February 2015 (see the enclosed offer of employment signed by Mr. Sun on behalf of Viceroy);
- (b) Mr. Sun hired Viceroy’s Chief Financial Officer, Charles Wei, in late February 2015;
- (c) Mr. Sun informed Mr. Wei that he was the sole owner (and subsequently, the 80% owner) of Viceroy;

304091.00001/90634636.2

\* Fasken Martineau DuMoulin LLP is a limited liability partnership and includes law corporations.



- (d) from March 2015, all Viceroy disbursements had to be approved personally by Mr. Sun, and that Mr. Sun was the only person who had payment approval authority; and
- (e) Mr. Wei was never a signatory on any of Viceroy's bank accounts. Mr. Sun arranged for new Viceroy bank accounts to be opened and appointed, among others, Wiston's accountant, Nikki Zhang, as a signatory to those new accounts.

The Proposal Trustee is making further enquiries and anticipates that it will be obliged to deliver a further report to the Court outlining the information it obtains.

Further, at the reconvened meeting of creditors of VHL earlier today, creditors Robert and Joan Wallwork informed the Proposal Trustee that they had been advised by Mr. Kwok that a previous offer had been made for the purchase of VHL's assets by Douglas Auer, the former Chief Executive Officer of VHL, for the sum of \$15 million. The Proposal Trustee had not previously been aware of this offer. The Proposal Trustee requests that Mr. Kwok:

- (a) confirm whether such offer was made;
- (b) provide a summary of the terms of the offer and copies of any documentation in his possession or control regarding the offer; and
- (c) advise whether the offer was accepted, rejected or withdrawn, and provide particulars of any relevant circumstances.

Please provide the answers to the questions above, and any further comments or information which Mr. Kwok would like the Proposal Trustee to consider, by no later than 4:00 p.m. on Friday, January 22, 2016.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**



Vicki Tickle

Enc.  
cc Client



Richmond Production Facility

VICEROY HOMES LIMITED

12211 HORSESHOE WAY, RICHMOND, BRITISH COLUMBIA, V7A V4V Tel (604) 274-8700, Fax (604)274-8787

Feb 25, 2015

Jia, Gong

**Re: CONFIRMATION OF JOB OFFER**

Dear Jia Gong,

We have pleasure in offering you the full-time position of Assistant to the President on the following terms and conditions:

1. Date of Commencement  
The start date of your employment will be MARCH 3, 2015
2. Remuneration  
Your salary will be \$2200 per month.
3. Working Hours  
Your working hours will be 40 hours a week. You may be required to work beyond these hours should circumstances necessitate with notice in advance.
4. Probation Period  
Probation Period will be 3 months following your start date and we will give an evaluation after this period and another job offer for permanent full time.
5. Duties
  - 5.1 You are required to perform such duties or tasks as can reasonably expect to be performed in your position which includes as follows, plus other duties given to you by the Company and President from time to time:
    - Providing administrative assistance and secretarial service to the President, including but not limited to: communications, coordination of complex projects, calendaring and support activities.
    - Responsible for listening to, understanding, and translating spoken or written statements between English and Chinese.
    - Prepare reports, translation and minutes according to the requirement by the management.
    - Assist the President with maintaining appropriate records and corporate documents.
    - Travel might be required.



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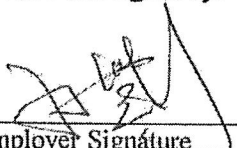
VICEROY HOMES LIMITED


12211 HORSESHOE WAY, RICHMOND, BRITISH COLUMBIA, V7A V4V Tel (604) 274-8700, Fax (604)274-8787

- 5.2 You are bound by any such rules, standing-orders, general instructions, circulars, notices and the like which has been and will be issued by the company from time to time.
6. Statutory Holidays & Annual Leave
- 6.1 You are entitled to statutory holidays stipulated in the Employment Standards Act and Regulations.
- 6.2 After completing 3 months of probation period, you will be entitled to an annual leave of 10 working days.
7. Amendments, Additions and Deletions  
The terms and conditions herein and any other terms of employment may be amended, added or deleted in accordance with the Company's rules and regulations in effect from time to time and any such amendment, addition or deletion will be binding on you as soon as they are adopted by the Company.

Please provide us with your acceptance of our offer by signing and returning this letter to our company.

Offered and signed by:

  
\_\_\_\_\_  
Employer Signature  
Sun, Huigang  
President

  
\_\_\_\_\_  
Employee Signature  
GONG JIA  
Printed Name

On the 3 Day of March, 2015

# **EXHIBIT G**

Gallon, Scott

---

To: Vicki Tickle; Munro, Craig  
Subject: RE: In the Matter of the Notice of Intention to Make a Proposal of Viceroy Homes Ltd and Viceroy Building Solutions Ltd.

---

From: Anne-Marie Bonin Lavoie [<mailto:amboninlavoie@dsavocats.ca>]  
Sent: January-29-16 8:03 AM  
To: Vicki Tickle  
Cc: Patrick Goudreau  
Subject: In the Matter of the Notice of Intention to Make a Proposal of Viceroy Homes Ltd and Viceroy Building Solutions Ltd.

Dear Mrs. Tickle,

Following your letter dated January 20, 2016, we have confirmed with our client and he maintains the answers provided in Mr. Tsao email dated November 10, 2016.

Mr. Sun does not recall having signed any document other than the one attached to your letter dated January 20, 2016.

Regards,



**Anne-Marie Bonin Lavoie**  
**Avocate / Lawyer**  
[amboninlavoie@dsavocats.ca](mailto:amboninlavoie@dsavocats.ca)  
1 418 780-4321 # 228

**DS Avocats / DS Lawyers**  
891, boul. Charest Ouest / 891 Charest Blvd. West  
Québec (Québec) G1N 2C9 - Canada  
Tél. : 1 418 780-4321 Fax : 1 418 353-1791

Québec-Montréal-Toronto-Paris-Lyon-Bordeaux-Lille-La Réunion-Barcelone-Bruxelles-Milan-Buenos Aires  
Beijing-Shanghai-Guangzhou-Hanoi-Ho Chi Minh Ville-Singapour-Stuttgart-Tunis

[www.dsavocats.com](http://www.dsavocats.com)

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[http://www.fasken.com/fr/termsfuse\\_email/](http://www.fasken.com/fr/termsfuse_email/).

# **EXHIBIT H**

OUR FILE No. 2473.1

Direct: 604.642.0669  
Email: cc@gdlaw.ca

January 22, 2016

**BY EMAIL**

**Fasken Martineau**  
2900 – 550 Burrard Street  
Vancouver, BC V6C 0A3

**Attention: Vicki Tickle**

**Re: In the Matter of the Notice of Intention to Make a Proposal of Viceroy Homes Ltd. (“VHL”)**  
**In the Matter of the Notice of Intention to Make a Proposal of Viceroy Building Solutions (“VBS” and together “Viceroy”)**

---

We write in response to your letter, dated January 20, 2016.

Our client advises as follows:

1. Involvement of Mr. Sun:

- a. Mr. Kwok advises that at around the time that the Confirmation of Offer (the “Letter”), dated February 25, 2015 was entered into Mr. Sun (and/or one of his companies) was providing some advice and funding to Viceroy so it could pay its bills. Viceroy was not open for business between February and May 2015 but still had financial obligations to fulfill.
- b. Mr. Sun was an advisor to Mr. Kwok and the management of Viceroy and he also agreed to lend Viceroy certain funds so that Viceroy could pay its most urgent bills in order to keep going and not have to seek protection in bankruptcy.
- c. Shortly after the Letter, Besco International Investment Co., Ltd. (“Besco”) and Viceroy entered into an asset purchase agreement to purchase Viceroy’s assets (which agreement the Trustee is well aware of). The Trustee is also aware that the asset purchase did not close at that time. It was however contemplated at that time that if it had closed, Mr. Sun would have become the President of Viceroy.

- d. Mr. Kwok is not familiar with the Letter however he speculates that listing Mr. Sun as 'president' was a title given to Mr. Sun innocently but prematurely. Mr. Kwok notes that Mr. Sun does not read or write English so it was a title he couldn't have written for himself in the Letter. Mr. Kwok does not know who the author of the Letter was.
- e. Mr. Charles Wei was hired as an interim CFO by Mr. Sun (and Besco) to help Mr. Sun to do his due diligence as he was contemplating purchasing the assets of Viceroy.
- f. It is not the case that Mr. Sun had to approve all of Viceroy's disbursements but it is the case that Mr. Sun was graciously lending Viceroy funds to pay its urgent bills so he wanted to ensure he knew what his monies were going to.
- g. After the asset purchase agreement was signed Nikki Zhang and Hui Qiao were the two authorized signatories on Viceroy's bank accounts. Hui Qiao was an employee of Viceroy and Nikki Zhang was employed by Mr. Sun. This gave Mr. Sun some comfort as he was doing his due diligence to purchase the assets of Viceroy.

2. Sale of Viceroy's assets to Douglas Auer:

- a. There seems to be some confusion as Mr. Kwok advises that an informal offer was made by Douglas Auer to purchase Viceroy's assets but it was not a recently made offer as it was made in May 2014.
- b. Mr. Kwok advises that he does not have any documentation or specific terms he can provide to the Trustee. It was a preliminary discussion that did not progress beyond simply being an informal offer.

Yours truly,

**GEHLEN DABBS**

Per: 

Carol M. Cash  
CMC: