

District of New Brunswick
Division No. 04 — Moncton
Court N. 24494
Estate No. 51-2531797

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MONCTON

IN THE MATTER OF the proposal of Zio's Pizza Kitchen under the *Bankruptcy and Insolvency Act R.S.C.*
1985, c.C-3

TRUSTEE'S REPORT ON THE PROPOSAL
Section 50(10(b), Directive 24

PRELIMINARY COMMENTS

On July 8, 2019, Zio's Pizza Kitchen Ltd. (hereinafter referred to as the "debtor" or "Zio's") filed a Notice of Intention to file a Proposal under subsection 50.4(1) of the Bankruptcy and Insolvency Act, (the "NOI"). MNP LTD was appointed as the Licensed Insolvency Trustee (the "Trustee") to generally, oversee the proceeding and assist the debtor and its representatives to develop a Proposal to its creditors. The debtor has thirty-days from the time of filing the NOI to develop a Proposal and file it with its creditors and the Office of the Superintendent of Bankruptcy ("OSB"). Two extensions from this provision have been granted by the Court of the Queen's Bench of New Brunswick. The first Order of extension was granted on August 29, 2019, extending the time to file the Proposal until September 21, 2019; and the second Order of extension was granted on September 21, 2019, extending the time for filing a Proposal until

November 5, 2019. During this time, the Trustee, the debtor and its representatives have been working diligently to analyze the debtor's operations, cash flows, and the various contracts it is subject to.

As a result of our aforementioned extensive review and analysis, we have determined that it is impossible for the debtor to satisfy all of its financial obligations in the ordinary course of business. In order for the debtor to survive, compromises must be made with respect to amounts owing to the debtor's various creditors. A Proposal to settle the claims of creditors and related Statement of Affairs has been developed and filed with the OSB on November 5, 2019 and a copy of such is included with this package for your consideration.

It is our view that the Proposal offers all creditors a far better return when compared to the alternative of the proposal being rejected by creditors, which has the statutory effect of placing the debtor immediately into bankruptcy, with a resulting forced liquidation of its property.

The meeting of creditors to consider this Proposal is scheduled to be held on November 26, 2019 at 10:00am Atlantic Standard Time (GMT-4), at Ellsworth Johnson & Partners, located at 828 Main Street, Moncton, New Brunswick.

DOCUMENTATION AND ACTION REQUIRED BY CREDITORS

Enclosed are the following documents for your review and action:

- 1) Notice of Meeting of Creditors
- 2) Proposal and related schedules
- 3) Statement of Assets and Liabilities
- 4) Proof of Claim Form and Proxy, in blank

5) Voting Letter

In order to register your vote on the Proposal, you are required to file, with the Trustee, a Proof of Claim form supported by a proper Statement of Account and Proxy and/or Voting Letter **prior to the time scheduled for the meeting**. If you cannot attend the meeting, you may file a Proxy in favour of anyone you wish in order to vote at the meeting on your behalf, or you may vote by completing the Voting Letter and forwarding it to the Trustee, so that the Trustee has your vote **before the meeting**. In order for the Voting Letter to be considered by the Trustee, a properly completed Proof of Claim form must be filed with the Trustee prior to the meeting. You may nominate the Trustee as your proxy, solely at your discretion if you wish, and, in this regard, we advise that any proxies completed in favour of the Trustee or blank Voting Letters provided to the Trustee will be voted in favour of the Proposal unless that creditor specifically indicates otherwise to the Trustee in writing.

You may file your Proof of Claim, Proxy, and Voting Letter with us via e-mail to atlantic.poc@mnp.ca; fax to (902) 701-3690 or regular mail. We encourage you to file these documents with us as soon as possible in order that we may review them before the meeting of creditors and, therefore, where adjustments are necessary; we can contact you to facilitate any corrections or changes in time to enable you to vote at the creditors meeting.

BACKGROUND

Zio's began operations in Moncton New Brunswick in 2001 and was incorporated in 2006. From its start until 2016, Zio's operated as a small and profitable take-out pizzeria. In 2015, Zio's decided to expand from its take-out model to a large-scale eat-in restaurant with seating capacity for approximately 260. The expanded business operates under the trade-names, "Zio's" and "Baci Italia." During the construction

period, Zio's faced significant delays and other design and budgetary issues which resulted in cost overruns of approximately \$600,000, which represented nearly 25% of the original budget. In addition to starting operations with this immense and unbudgeted increase in capital costs, the business faced further setbacks as a result of municipal infrastructure improvements undertaken on the street-front upon which the business is situated. The municipal improvements, which lasted roughly eight months, resulted in partial or total road closures and significantly impacted vehicular traffic and access to the business. Zio's estimates that these municipal activities negatively impacted sales by 30% during the months in which they were ongoing.

This combination of increased capital costs and loss of sales has created significant and insurmountable financial issues. Zio's has been mostly cash flow negative since construction has been completed, however, beginning in March 2018, Zio's has undertaken considerable efforts to create efficiencies through streamlined operations and an overhaul of all major business functions, including successfully bringing food and labour costs inline with industry standards. As a result of these efficiencies, and some temporary relief from certain creditors, Zio's was finally able to create positive cash flow in May 2019, and during the course of these proceedings.

TERMS OF THE PROPOSAL

The Proposal separates creditors into four different classes. Generally, creditors who have real property mortgages, creditors who are lessors of equipment, unsecured creditors and suppliers, and secured creditors who have General Security Agreements.

The payments offered to each class of creditor, and each individual creditor, is detailed in the proposal and applicable schedules. The term of the proposal is up to five years.

IDENTIFICATION AND EVALUATION OF ASSETS

A copy of the Statement of Affairs of Zio's is included with this package. Zio's assets were appraised by professional and accredited appraisers, Babineau Appraisals Ltd. who performed the real estate valuations, and Castle Appraisals Ltd. who performed the valuation of Zio's chattels. In developing the proposal and related schedules, we have attempted to allocate the appraised assets to the creditor or creditors which hold first ranking security on such. Please review the various schedules carefully.

ESTIMATED REALIZATION UNDER A BANKRUPTCY

The aggregate value of Zio's property amounts to \$1,764,317.48. The aggregate of Zio's liabilities amounts to \$2,988,745.61 for an estimated deficiency of \$1,224,428.13. This deficiency does not account for costs to liquidate the assets. Such costs may include, among other things, professional fees, storage, insurance, transportation, selling or auction costs, or claims for damages.

In our estimation, if the proposal is rejected and the debtor becomes bankrupt, Class A creditors would suffer a shortfall, before costs, of \$419,551.68. Class B creditors will suffer a shortfall, before costs of \$48,616.52, Class C creditors, who are owed an estimated aggregate sum of \$839,013.46, will not be paid anything, and Class D creditors will suffer a shortfall, before costs of \$289,605.00.

The proposal provides for the payment in full to Class A creditors, the payment to Class B creditors in the full amount of the appraised value of their respective assets held as security, a fund of \$90,000 is to be established for the benefit of Class C creditors. Individual Class C creditors who are owed less than \$1,000

will be paid in full, with the residual fund shared among remaining creditors of this class; and finally, payments amounting to 60% of the outstanding obligations owed to Class D creditors.

SUMMARY

Based upon the information contained herein, the Trustee is of the opinion the Proposal is advantageous to the creditors as it will provide for the continued employment for more than 60 people, realization to the creditors far greater than would be received in a Bankruptcy, and continued business relationships with existing suppliers. We therefore, strongly recommend that you vote in favour of the proposal.

Yours very truly,

MNP LTD

Trustee in re: the Proposal of Zio's Pizza Kitchen Ltd.



Per:

J. Eric Findlay, CIRP, LIT, CPA
Senior Vice President

District of: New Brunswick
Division No. 04 - Moncton
Court No. 24494
Estate No. 51-2531797

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

In the matter of the proposal of
Zio's Pizza Kitchen Ltd.

Take notice that Zio's Pizza Kitchen Ltd. of the City of Moncton in the Province of New Brunswick has lodged with us a proposal under the Bankruptcy and Insolvency Act.

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

A general meeting of the creditors will be held at 828 Main Street, Moncton, NB on the 26th day of November 2019 at 10:00 AM.

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 commencement of the meeting.

Dated at the City of Halifax in the Province of Nova Scotia, this 8th day of November 2019.

MNP Ltd. - Licensed Insolvency Trustee

Per:

Eric Findlay, CPA, CIRP, LIT - Licensed Insolvency Trustee

1801 Hollis Street, Suite 1400

Halifax NS B3J 3N4

Phone: (902) 334-2000 Fax: (902) 701-3690

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Actus Law Droit Julie Edmond-McCarthy	900 Main Street Moncton NB E1C 1G4		413.00
ADT Security Services Canada Inc. Accounts Receivable	615 18th Street SE Calgary AB T2E 6J5	Customer # 53 01255827	1,385.00
Atlantic Restaurant Equipment & Supply	160 Millennium Blvd Moncton NB E1E 2G8		660.00
Bird Construction Louis Somers	5700 Explorer Dr., Suite 400 Mississauga ON L4W 0C6		85,000.00
Blue Chip Leasing Corporation	16 - 156 Duncan Mill Road North York ON M3B 3N2		13,669.64
Boudreau Albert Savoie & Associates	654 Boul Malenfant, Suite 101 Dieppe NB E1A 5V8		6,920.08
Brunswick Fyr & Safety Accessories	231 Edinburgh Dr Moncton NB E1E 2K9		435.00
Business Development Bank of Canada - Atlantic Atlantic Special Accounts	1234 Main Street 5th Floor Moncton NB E1C 1H7	092051-01	769,275.00
Business Development Bank of Canada - Atlantic Atlantic Special Accounts	1234 Main Street 5th Floor Moncton NB E1C 1H7	092051-02	47,840.00
Canadian Linen & Uniform Service	31 Rue Industrial Dieppe NB E1A 2B9		5,368.00
Chandler Sales, a division of J.D. Irving Limited	225 Thorne Ave, PO Box 431 Saint John NB E2L 4L9		8,830.19
CIBC c/o TECHCOM Managed Services	6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6	00024009824251	764,444.00
CIBC c/o TECHCOM Managed Services	6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6	00024009824359	343,810.00
CIBC c/o TECHCOM Managed Services	6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6	00024009824650	76,475.00
CIBC c/o TECHCOM Managed Services	6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6	00024009835253	157,152.00
CRA - Tax - Atlantic	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-sud QC G9P 5H9	83287 7161 RT0001	228,000.00

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
CWB National Leasing Inc./ (formerly National Leasing Group Inc) Bankruptcy Designate	1525 Buffalo Pl Winnipeg MB R3T 1L9		20,495.00
Dan's Welding & Fabrication Ltd	185 Barker St Moncton NB E1C 0M2		517.00
Down East Coffee Roasters	666 St George Blvd Moncton NB E1E 2C6		1,163.00
Efficient Contracting	69 Devarenne St Dieppe NB E1A 0C7		2,926.00
Ellsworth Johnson Phillips	PO Box 626 Moncton NB E1C 8M7		59,609.00
Esslinger Foods Ltd	5035 North Service Road, Unit B7 Burlington ON L7L 5V2		598.00
Franco Plumbing & Heating	171 rue St-Therese Dieppe NB E1A 1S9		4,640.00
GFS Gordon Food Service	38 Industrial Park Drive Amherst NS B4H 4R5		16,540.59
Hansen Signs	60 Halifax St. Moncton NB E1C 9R9		780.00
JM Giffin Engineering Inc	PO Box 189 Amherst NS B4H 3Z2		476.00
Jonic Ventilation Inc	3521 NB-535 Cocagne NB E4R 3E5		2,843.00
KKP Moncton	150 Edmonton Ave., Unit 1 Moncton NB E1C 3B9		349.00
Maritime Custom Restaurant Hoods	1833 Salisbury Rd Moncton NB E1E 4P7		600.00
Maritime Fireplaces	246 Halifax St. Moncton NB E1C 9S3		1,873.00
Maurice McGraw - Consultant	55 Baron Grand Grand Barachois NB E4P 6T4		17,250.00
MCW Maricor	77 Vaughan Harvey Blvd., Unit 200 Moncton NB E1C 0K2		5,570.00
Miller Waste Systems Inc. - Markham Division	8050 Woodbine Ave Markham ON L3R 2N8	MONCTION-285	330.00

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
New Brunswick Department of Finance - Tax Matthew Raiche	Revenue & Taxation Division, Tax Accounting & Refunds PO Box 3000 Fredericton NB E3B 5G5		175,000.00
Old Time Meat Market	711 Cloverdale Rd Riverview NB E1B 3K9		1,048.00
Praxair Canada Inc - Corporate accounts Credit Department	1200 - 1 City Centre Dr Mississauga ON L5B 1M2		550.00
Reinhard Degenhardt - European Sausage Farm	486 Baseline Rd Petitcodiac NB E4Z 3A1		1,037.00
Saputo inc.	6869, boul. Métropolitain E Saint-Léonard QC H1P 1X8		23,653.00
Scotiabank c/o Canaccede International Management Ltd.	PO Box 758 Stn B London ON N6A 4Y8	2017 Toyota Tacoma	28,859.00
Signature Landscape Ltd	121 MacAleese Lane Moncton NB E1A 3M2		29,479.00
Silver Chef Rentals Inc.	3rd Floor 948 Homer Street Vancouver BC V6B 2W7		42,463.44
Super Clean	PO Box 2650 Windsor NS B0N 2T0	INV12264	862.00
Superior Propane Account Collections, Karen	600 - 1265 Arthur St E Thunder Bay ON P7E 6E7		6,236.00
Troy Life & Fire	175 Henri Durant St Moncton NB E1E 1E4		572.00
Valley Refrigeration	35 Kinney Rd Jacksonville NB E7M 3G2		640.00
WorkSafeNB / Travail sécuritaire NB - Head Office Jean Landry	PO Box 160 1 Portland St. Saint John NB E2L 3X9		31,360.00
Yellow Pages Group Co.	435 Milner Avenue, 4th Floor Scarborough ON M1B 5S8		483.67
Total			2,988,479.61



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy Canada

Bureau du surintendant
des faillites Canada

District of New Brunswick
Division No. 04 - Moncton
Court No. 24494
Estate No. 51-2531797

In the Matter of the Proposal of:

Zio's Pizza Kitchen Ltd.
Debtor

MNP LTD / MNP LTÉE
Licensed Insolvency Trustee

Date of Proposal:	November 05, 2019	Security:	\$
Meeting of Creditors:	November 26, 2019, 10:00 Ellsworth Johnson & Partners 828 Main Street Moncton, New Brunswick Canada,		
Chair:	Trustee		

CERTIFICATE OF FILING OF A PROPOSAL - Section 62

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that:

- a proposal in respect of the aforementioned debtor was filed under section 62 of the *Bankruptcy and Insolvency Act*.

The aforementioned trustee is required:

- to provide to me, without delay, security in the aforementioned amount; and
- to send to all creditors, at least ten days prior to the meeting, a notice of a meeting of creditors, which will be held at the aforementioned time and place.

Date: November 05, 2019, 15:28

E-File/Dépôt Electronique

Official Receiver

Maritime Centre , 1505 Barrington Street, 16th Floor, Halifax, Nova Scotia, Canada, B3J3K5, (877)376-9902

Canada

District of: New Brunswick
Division No. 04 - Moncton
Court No. 24494
Estate No. 51-2531797

Notice of Stay of Proceeding

In the matter of the proposal of
Zio's Pizza Kitchen Ltd.

Date of Insolvency: November 5, 2019

Notice is hereby given that the above debtor filed a proposal.

Every proposal made in pursuance of this Act takes precedence over all judicial or other attachments, garnishments, certificates of judgment, judgments operation as hypothecs, executions or other process against the property of a debtor, except such as have been completely executed by payment to the creditor or his agent, and except also the rights of a secured creditor.

Upon the filing of a proposal made by an insolvent person or upon the bankruptcy of any debtor, no creditor with a claim provable in the proposal shall have any remedy against the debtor or his/her property or shall commence a claim provable in the proposal until the Estate Administrator has been discharged or until the proposal has been refused, unless with the leave of the Court and on such terms as the Court may impose.

Where a proposal has been made, the Sheriff or other officer of any Court or any person having seized property of the debtor under execution of attachment or any other process shall, upon receiving a copy of the proposal certified by the Estate Administrator as a true copy thereof, forthwith deliver to the Estate Administrator all the property of the debtor in his hands.

Where the Sheriff has sold the property of the debtor or any part thereof, he/she shall deliver to the Estate Administrator the money so realized by him/her less fees and the costs referred to in subsection 70 (2) .

Any property of a debtor under seizure for rent or taxes shall on production of a copy of the proposal certified by the Estate Administrator as a true copy thereof be delivered forthwith to the Estate Administrator, but the costs of distress are a first charge thereon, and if such property or any part thereof has been sold, the money realized therefrom, less the costs of distress and sale shall be paid to the Estate Administrator.

Dated at the Community of Halifax in the Province of New Brunswick, on November 8, 2019

MNP Ltd. - Trustee

Eric Findlay, CPA, CIRP, LIT
1801 Hollis Street, Suite 1400
Halifax NS B3J 3N4
Phone: (902) 334-2000 Fax: (902) 701-3690

Re: Zio's Pizza Kitchen Ltd.
214 Church Street
Moncton NB E1C 1E6
Date of birth:

Joint Debtor:
Date of birth:

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

Original Amended

Form 78
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the matter of the proposal of
 Zio's Pizza Kitchen Ltd.

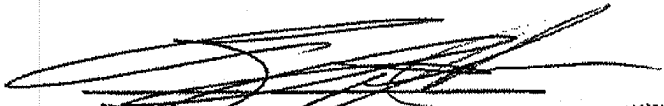
To the debtor:

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 5th day of November 2019. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

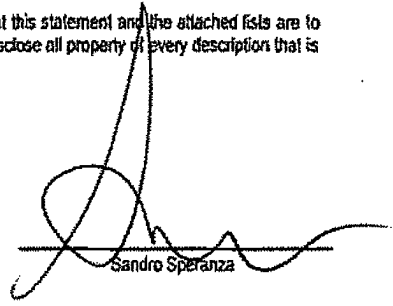
LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
404,349.53	0.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
48,616.08	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
452,965.61	Good
2. Secured creditors as per list "B"	0.00
2,535,780.00	Doubtful
3. Preferred creditors as per list "C"	0.00
0.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	0.00
estimated to be reclaimable for	Estimated to produce
0.00	0.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
2,988,745.61	0.00
Surplus	5. Deposits in financial institutions
NIL	0.00
	6. Cash
	29,338.73
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	0.00
	9. Real property or immovable as per list "G"
	1,536,500.00
	10. Furniture
	0.00
	11. RRSPs, RRIAs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	0.00
	13. Interests under wills
	0.00
	14. Vehicles
	28,859.00
	15. Other property, as per list "H"
	167,619.75
	If debtor is a corporation, add:
	Amount of subscribed capital
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	1,764,317.48
	Deficiency
	1,224,428.13

I, Sandro Speranza, of the City of Moncton in the Province of New Brunswick, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 5th day of November 2019 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Moncton in the Province of New Brunswick, on this 5th day of November 2019.



R. BRUCE JOHNSON
 NOTARY PUBLIC
 New Brunswick

Sandro Speranza

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

FORM 78 -- Continued

List "A"
 Unsecured Creditors
 Zio's Pizza Kitchen Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Actus Law Droit Attn: Julie Edmond-McCarthy	900 Main Street Moncton NB E1C 1G4	413.00	0.00	413.00
2	ADT Security Services Canada Inc. Attn: Accounts Receivable Customer # 53 01255827	615 18th Street SE Calgary AB T2E 6J5	1,385.00	0.00	1,385.00
3	Atlantic Restaurant Equipment & Supply	160 Millennium Blvd Moncton NB E1E 2G8	660.00	0.00	660.00
4	Bird Construction Attn: Louis Somers	5700 Explorer Dr., Suite 400 Mississauga ON L4W 0C6	85,000.00	0.00	85,000.00
5	Blue Chip Leasing Corporation	16 - 155 Duncan Mill Road North York ON M3B 3N2	0.00	10,319.64	10,319.64
6	Boudreau Albert Savoie & Associates	654 Boul Malenfant, Suite 101 Dieppe NB E1A 5V8	6,920.08	0.00	6,920.08
7	Brunswick Fyr & Safety Accessories	231 Edinburgh Dr Moncton NB E1E 2K9	435.00	0.00	435.00
8	Canadian Linen & Uniform Service	31 Rue Industrial Dieppe NB E1A 2B9	5,368.00	0.00	5,368.00
9	Carter's Septic Tank Service Ltd	46295 Homestead Rd Second North River NB E4J 1Y5	115.00	0.00	115.00
10	Chandler Sales, a division of J D. Irving Limited	225 Thorne Ave, PO Box 431 Saint John NB E2L 4L9	4,417.19	113.00	4,530.19
11	CWB National Leasing Inc./ (formerly National Leasing Group Inc) Attn: Bankruptcy Designate	1525 Buffalo Pl Winnipeg MB R3T 1L9	0.00	15,345.00	15,345.00
12	Dan's Welding & Fabrication Ltd	185 Barker St Moncton NB E1C 0M2	517.00	0.00	517.00
13	Down East Coffee Roasters	668 St George Blvd Moncton NB E1E 2C6	1,163.00	0.00	1,163.00
14	Efficient Contracting	69 Devarenne St Dieppe NB E1A 0C7	2,926.00	0.00	2,926.00
15	Eisworth Johnson Phillips	PO Box 626 Moncton NB E1C 8M7	59,609.00	0.00	59,609.00
16	Esslinger Foods Ltd	5035 North Service Road, Unit B7 Burlington ON L7L 5V2	598.00	0.00	598.00
17	Franco Plumbing & Heating	171 rue St-Therese Dieppe NB E1A 1S9	4,640.00	0.00	4,640.00
18	GFS Gordon Food Service	38 Industrial Park Drive Amherst NS B4H 4R5	16,540.59	0.00	16,540.59
19	Hansen Signs	60 Halifax St Moncton NB E1C 9R9	780.00	0.00	780.00
20	JM Giffin Engineering Inc	PO Box 189 Amherst NS B4H 3Z2	476.00	0.00	476.00
21	Jonic Ventilation Inc	3521 NB-535 Cocagne NB E4R 3E5	2,843.00	0.00	2,843.00
22	RKP Moncton	150 Edmonton Ave., Unit 1 Moncton NB E1C 3B9	349.00	0.00	349.00
23	Maheu & Maheu	605 rue des Rocailles Québec QC G2J 1A9	116.00	0.00	116.00

05-Nov-2019

Date

Sandro Speranza

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

FORM 78 -- Continued

List "A"
 Unsecured Creditors

Zio's Pizza Kitchen Ltd.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
24	Maritime Custom Restaurant Hoods	1833 Salisbury Rd Moncton NB E1E 4P7	600.00	0.00	600.00
25	Maritime Fireplaces	246 Halifax St. Moncton NB E1C 9S3	1,873.00	0.00	1,873.00
26	Maurice McGraw - Consultant	55 Baron Grand Grand Barachois NB E4P 6T4	17,250.00	0.00	17,250.00
27	MCW Manor	77 Vaughan Harvey Blvd., Unit 200 Moncton NB E1C 0K2	5,570.00	0.00	5,570.00
28	Miller Waste Systems Inc. - Matham Division MONCTION-285	8050 Woodbine Ave Matham ON L3R 2N8	330.00	0.00	330.00
29	Moncton Fish Market	211 St. George St Moncton NB E1C 1V8	35.00	0.00	35.00
30	New Brunswick Department of Finance - Tax Attn: Matthew Raiche	Revenue & Taxation Division, Tax Accounting & Refunds PO Box 3000 Fredericton NB E3B 5G5	87,500.00	0.00	87,500.00
31	Old Time Meat Market	711 Cloverdale Rd Riverview NB E1B 3K9	1,048.00	0.00	1,048.00
32	Praxair Canada Inc - Corporate accounts Attn: Credit Department	1200 - 1 City Centre Dr Mississauga ON L5B 1M2	550.00	0.00	550.00
33	Reinhard Degenhardt - European Sausage Farm	486 Baseline Rd Pelitcodiac NB E4Z 3A1	1,037.00	0.00	1,037.00
34	Saputo inc.	6869, boul. Métropolitain E Saint-Léonard QC H1P 1X8	23,653.00	0.00	23,653.00
35	Signature Landscape Ltd	121 MacAleese Lane Moncton NB E1A 3M2	29,479.00	0.00	29,479.00
36	Silver Chef Rentals Inc.	3rd Floor 948 Homer Street Vancouver BC V6B 2W7	0.00	22,838.44	22,838.44
37	Super Clean INV12264	PO Box 2850 Windsor NS B0N 2T0	862.00	0.00	862.00
38	Superior Propane Attn: Account Collections, Karen	600 - 1265 Arthur St E Thunder Bay ON P7E 6E7	6,236.00	0.00	6,236.00
39	Troy Life & Fire	175 Henri Durant St Moncton NB E1E 1E4	572.00	0.00	572.00
40	Valley Refrigeration	35 Kinney Rd Jacksonville NB E7M 3G2	640.00	0.00	640.00
41	WorkSafeNB / Travail sécuritaire NB - Head Office Attn: Jean Landry	PO Box 160 1 Portland St. Saint John NB E2L 3X9	31,360.00	0.00	31,360.00
42	Yellow Pages Group Co.	435 Milner Avenue, 4th Floor Scarborough ON M1B 5B8	483.67	0.00	483.67
Total:			404,349.53	48,616.08	452,965.61

05-Nov-2019

Date

Sandro Speranza

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

FORM 7B -- Continued

List 'B'
 Secured Creditors

Zio's Pizza Kitchen Ltd.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Blue Chip Leasing Corporation	16 - 156 Duncan Mill Road North York ON M3B 3N2	13,669.64	Other - BlueChip Security System	01-Jan-2019	3,350.00		10,319.64
2	Business Development Bank of Canada - Atlantic Attn: Atlantic Special Accounts 092051-01	1234 Main Street 5th Floor Moncton NB E1C 1H7	769,275.00	Real Property or Immovable - Building and Land - Moncton - Restaurant Property - 214 Church Street Real Property or Immovable - Land - Moncton - 14-146 Mountain Road, Parking Lot	19-Dec-2013	769,275.00 0.00	116,500.00	
3	Business Development Bank of Canada - Atlantic Attn: Atlantic Special Accounts 092051-02	1234 Main Street 5th Floor Moncton NB E1C 1H7	47,840.00	Other - General Restaurant Furniture & Equipment Other - Accounts Receivable	01-Jan-2019 01-Jan-2018	45,920.00 1,920.00	1,252.00	
4	Chandler Sales, a division of J.D. Irving Limited	225 Thome Ave, PO Box 431 Saint John NB E2L 4L9	4,413.00	Other - Chandler dishwashers x2	01-Jan-2019	4,300.00		113.00
5	CIBC c/o TECHCOM Managed Services 00024009824251	6-6150 Hwy 7, PO Box 485 Woodbridge ON L4H 0R6	764,444.00	Real Property or Immovable - Building and Land - Moncton - Restaurant Property - 214 Church Street Cash on hand - Cash in bank - Financial Institutions Other - Accounts Receivable Real Property or Immovable - Land - Moncton - 14-146 Mountain Road, Parking Lot	01-Jan-2019 19-Dec-2013 19-Dec-2013	731,227.77 29,338.73 3,877.50 0.00		
6	CIBC c/o TECHCOM Managed Services 00024009824359	6-6150 Hwy 7, PO Box 485 Woodbridge ON L4H 0R6	343,810.00	Other - General Restaurant Furniture & Equipment Other - Inventory Real Property or Immovable - Building and Land - Moncton - Restaurant Property - 214 Church Street Real Property or Immovable - Land - Moncton - 14-146 Mountain Road, Parking Lot Other - Accounts Receivable	01-Jan-2019 01-Jan-2018 19-Dec-2013 19-Dec-2013	56,124.75 26,100.00 261,585.25 0.00 0.00		

05-Nov-2019

Date

Sandro Speranza

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

FORM 78 - Continued

List 'B'
 Secured Creditors

Zio's Pizza Kichen Ltd.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
7	CIBC c/o TECHCOM Managed Services 00024009824650	6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6	76,475.00	Real Property or Immovable - Building and Land - Moncton - Restaurant Property - 214 Church Street Real Property or Immovable - Land - Moncton - 14-146 Mountain Road, Parking Lot Other - Accounts Receivable	19-Dec-2013 19-Dec-2013	76,475.00 0.00 0.00		
8	CIBC c/o TECHCOM Managed Services 00024009835253	6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6	157,152.00	Real Property or Immovable - Building and Land - Moncton - Restaurant Property - 214 Church Street Real Property or Immovable - Land - Moncton - 14-146 Mountain Road, Parking Lot Other - Accounts Receivable	19-Dec-2013 19-Dec-2013	157,152.00 0.00 0.00		
9	CRA - Tax - Atlantic 83287 7161 RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-sud QC G9P 5H9	228,000.00	Real Property or Immovable - Building and Land - Moncton - Restaurant Property - 214 Church Street		228,000.00		
10	CWB National Leasing Inc./ (formerly National Leasing Group Inc) Attn: Bankruptcy Designate	1525 Buffalo Pl Winnipeg MB R3T 1L9	20,495.00	Other - CWB POS & Thermal Printers	01-Jan-2019	5,150.00		15,345.00
11	New Brunswick Department of Finance - Tax Attn: Matthew Raiche	Revenue & Taxation Division, Tax Accounting & Refunds PO Box 3000 Fredericton NB E3B 5G5	87,500.00	Real Property or Immovable - Building and Land - Moncton - Restaurant Property - 214 Church Street		87,500.00	888,784.98	
12	Scotiabank c/o Canacode International Management Ltd. 2017 Toyota Tacoma	PO Box 758 Stn B London ON N6A 4Y8	28,859.00	Motor Vehicles - Automobile - 2017 - Toyota - Tacoma		28,859.00		
13	Silver Chef Rentals Inc.	3rd Floor 948 Homer Street Vancouver BC V6B 2W7	42,463.44	Other - Silverchef Restaurant Equipment	01-Jan-2019	19,625.00		22,838.44
Total:			2,584,395.08			2,535,780.00	1,096,537.48	48,615.08

05-Nov-2019

Date


 Sandro Speranza

District of: New Brunswick
Division No. 04 - Moncton
Court No.
Estate No. 51-2531797

FORM 78 - Continued

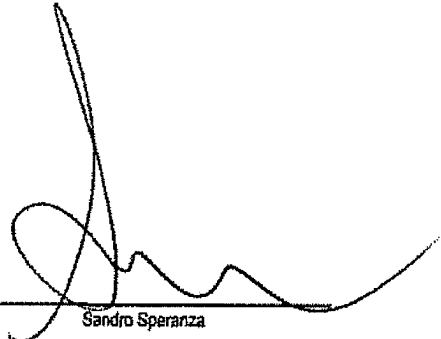
List "C"
Preferred Creditors for Wages, Rent, etc.

Zio's Pizza Kitchen Ltd.

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

05-Nov-2019

Date



Sandro Speranza

District of: New Brunswick
Division No. 04 - Moncton
Court No.
Estate No. 51-2531797

FORM 78 - Continued

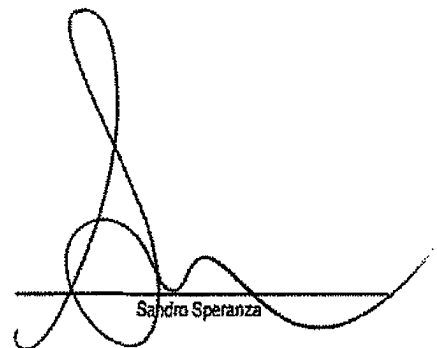
List "D"
Contingent or Other Liabilities

Zio's Pizza Kitchen Ltd.

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

05-Nov-2019

Date



Sandra Speranza

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

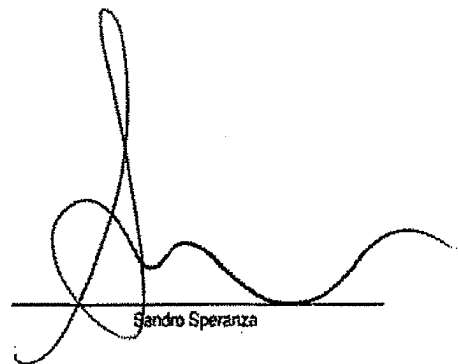
FORM 78 -- Continued

List "E"
 Debts Due to the Debtor
 Zio's Pizza Kitchen Ltd.

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

05-Nov-2019

Date



Sandro Speranza

District of: New Brunswick
Division No. 04 - Moncton
Court No.
Estate No. 51-2531797

FORM 78 - Continued

List 'F'

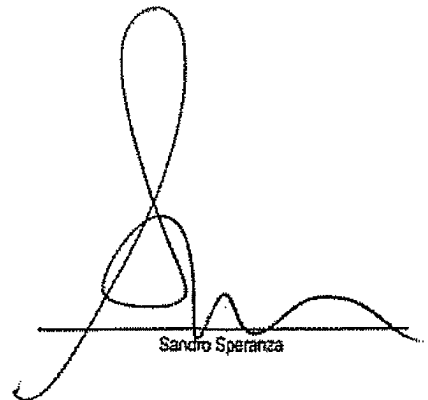
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Zio's Pizza Kitchen Ltd.

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

05-Nov-2019

Date



Sandro Speranza

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

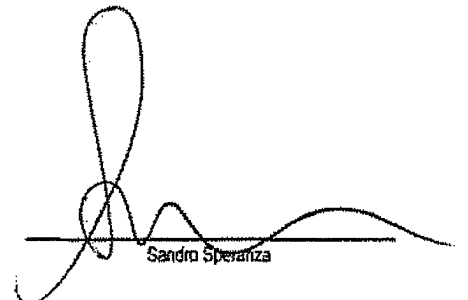
FORM 78 -- Continued

List "G"
 Real Property or Immovables Owned by Debtor
 Zio's Pizza Kitchen Ltd.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Moncton - Restaurant Property - 214 Church Street	100%	Zio's Pizza Kitchen Ltd.	1,422,000.00	Business Development Bank of Canada - Atlantic 1234 Main Street 5th Floor Moncton NB E1C 1H7 769,275.00 CRA - Tax - Atlantic Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-sud QC G9P 6H9 226,000.00 New Brunswick Department of Finance - Tax Revenue & Taxation Division, Tax Accounting & Refunds PO Box 3000 Fredericton NB E3B 5G5 87,500.00 CIBC c/o TECHCOM Managed Services 6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6 764,444.00 CIBC c/o TECHCOM Managed Services 6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6 343,810.00 CIBC c/o TECHCOM Managed Services 6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6 76,475.00 CIBC c/o TECHCOM Managed Services 6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6 157,152.00	888,784.98

05-Nov-2019

Date



Sandro Speranza

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

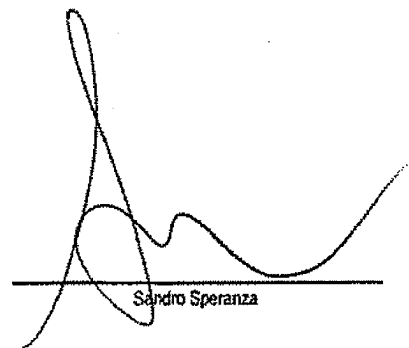
FORM 78 - Continued

List "G"
 Real Property or Immovables Owned by Debtor
 Zio's Pizza Kitchen Ltd.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Land - Moncton - 14-146 Mountain Road, Parking Lot	100%	Zio's Pizza Kitchen Ltd.	116,500.00	CIBC c/o TECHCOM Managed Services 6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6 764,444.00 CIBC c/o TECHCOM Managed Services 6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6 343,810.00 CIBC c/o TECHCOM Managed Services 6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R6 76,475.00 CIBC c/o TECHCOM Managed Services 6-6150 Hwy 7, PO Box 486 Woodbridge ON L4H 0R5 157,152.00 Business Development Bank of Canada - Atlantic 1234 Main Street 5th Floor Moncton NB E1C 1H7 769,276.00	116,500.00
Total:			1,538,500.00		1,005,284.58

05-Nov-2019

Date



Sandro Speranza

District of: New Brunswick
 Division No. 04 - Moncton
 Court No.
 Estate No. 51-2531797

FORM 78 -- Concluded

List "H"
 Property

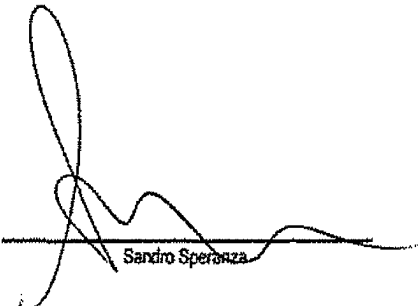
Zio's Pizza Kitchen Ltd.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			29,338.73	29,338.73
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles		Automobile - 2017 - Toyota - Tacoma	0.00	28,859.00
(l) Taxes			0.00	0.00
(m) Other		Accounts Receivable	0.00	3,877.50
		Silverchef Restaurant Equipment	0.00	19,625.00
		Chandler dishwashers x2	0.00	4,300.00
		CWB POS & Thermal Printers	0.00	5,150.00
		Bluechip Security System	0.00	3,350.00
		General Restaurant Furniture & Equipment	0.00	56,124.75
		General Restaurant Furniture & Equipment	0.00	45,920.00
		Inventory	0.00	26,100.00
		Accounts Receivable	0.00	3,172.50
			Total:	225,817.48

05-Nov-2019

Date



Sandro Speranza

District of New Brunswick
Division No. 04 — Moncton
Court N. 24494
Estate No. 51-2531797

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF MONCTON

IN THE MATTER OF the proposal of Zio's Pizza Kitchen under the *Bankruptcy and Insolvency Act R.S.C. 1985, c.C-3*

PROPOSAL

We, Zio's Pizza Kitchen Ltd., the above-noted Debtor, (hereinafter the "Debtor", or the "Company"), being insolvent, hereby submit the following proposal under Part III, Division I of the *Bankruptcy and Insolvency Act R.S.C. 1985, c.C-3*

**ARTICLE I
DEFINITIONS**

1.01 Definitions

In this Proposal, unless otherwise stated or unless the context otherwise requires, the following words and phrases shall have the indicated meanings:

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

"Administrative Fees and Expenses" means all proper fees and expenses of the Trustee incurred both before and after the filing by the Debtor of this Proposal pursuant to the *Act*

"Affected Claims" mean all Claims excluding Administrative Fees and Expenses;

"Affected Creditors" mean all Creditors having Affected Claims against the Debtor;

"Claim" means any right or claim of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor in existence on the Notice of Intention Date (or which has arisen after the Notice of Intention Date as a result of the termination, repudiation or non-performance by the Debtor of any lease or executory contracts), whether liquidated, unliquidated, fixed, contingent, absolute, matured, unmatured, disputed, undisputed, asserted,

unasserted, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown by guarantee, surety or otherwise, whether or not reduced to judgment, and whether or not such right is executory in nature (including any claims pursuant to any agreements containing rights to acquire shares of the Debtor);

"**Court**" means the Court of Queen's Bench of New Brunswick in Bankruptcy and Insolvency;

"**Court Approval Date**" means the date upon which the Court makes an order approving this Proposal;

"**Court Approval Order**" means the final order of the Court approving this Proposal in accordance with Section 60 of the Act;

"**Creditors**" means the Secured, Preferred and Unsecured Creditors of the Debtor;

"**Debtor**" means Zio's Pizza Kitchen Ltd.;

"**Effective Date**" means the next business day following (i) the later of the expiry of the appeal period with respect to the Court Approval Order, or (ii) in the event of an appeal of the approval of the Court Approval Order, the final disposition thereof and the expiry of the appeal period in respect of such disposition;

"**Filing Date**" means the date upon which this proposal is filed by the Debtor with the Official Receiver;

"**Inspector**" means any inspector appointed pursuant to Section 7.01 hereof;

"**Notice of Intention Date**" means July 8th, 2019, the date on which the Debtor filed a Notice of Intention to Make a Proposal with the Official Receiver in Halifax, Nova Scotia;

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, labour union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

"**Preferred Claim**" means a Claim enumerated in Section 136(1) of the Act;

"**Preferred Creditor**" means a Person holding a Preferred Claim, with respect to and to the extent of such Preferred Claim;

"**Property**" means the property, assets or undertakings of the Debtor;

"**Proposal**" means this Proposal of the Debtor, as may be amended or altered in accordance with the Act or the terms hereof;

"**Proposal Fund**" means the fund(s) created pursuant to and described in Article VI of this Proposal;

"**Proven Claim**" means in respect of a creditor, the amount of the Claim of such creditor finally determined in accordance with the provisions of the Act;

"**Secured Claims**" means all Claims which are secured by a mortgage, charge, lien, hypothec or other security validly charging or encumbering Property (including statutory and possessory liens);

Handwritten signature or initials in the bottom right corner of the page.

"Secured Creditor" means a Person holding a Secured Claim, with respect to and to the extent of such Secured Claim;

"Source Deductions" means all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* (Canada), 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 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 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.;

"Subsequent Creditor" means a Person as described in Section 4.07 hereof;

"Superintendent's Levy" means the levy payable to the Superintendent of Bankruptcy pursuant to Section 147 of the Act;

"Trustee" means MNP Ltd. in its capacity as trustee in respect of this Proposal;

"Unsecured Claim" means any Claim, other than a Secured Claim, Preferred Claim or Source Deductions; and

"Unsecured Creditor" means a Person holding an Unsecured Claim, with respect to, and to the extent of such Unsecured Claim.

ARTICLE II

PURPOSE, EFFECT AND CONDITIONS PRECEDENT

2.01 Purpose of this Proposal

This Proposal provides for a monetary payment that will be provided to the Trustee by the Debtor and distributed by the Trustee in accordance with the terms of this Proposal in full and final satisfaction of all Claims against the Debtor. The expectation of this Proposal is that all Creditors will derive a greater benefit from the distribution herein contemplated than would result from a forced liquidation of its assets.



2.02 Effect of Proposal

This Proposal Stays the actions of all Creditors against the Debtor, terminates or amends all existing contracts and agreements and provides terms on which all Claims will be fully and finally resolved and settled. This Proposal will, as of the Effective Date, be binding on the Debtor and all Creditors in the manner provided for in this Proposal and the Act.

2.03 Conditions Precedent

The implementation of this Proposal shall be conditional upon the fulfillment of all of the following conditions:

- a) The Proposal shall be approved by the Affected Creditors in accordance with the Act; and
- b) The Proposal shall be approved by the Court and all appeal periods with respect to the Court Approval Order shall have expired.

ARTICLE III CLASSES OF CREDITORS

3.01 Classes of Creditors

There shall be four classes of Creditors for the purpose of voting on the Proposal:

- a) Secured Claims of Creditors holding Real Property Mortgages and the New Brunswick Department of Finance as collector of taxes with respect to the portion of the real property tax that relates to the municipal tax levy, "Class-A"
- b) Secured Creditors with Chattel Mortgages, Lease Agreements, Rental Agreements, or other similar agreements. "Class-B"
- c) All Unsecured Creditors including Preferred Creditors, the Canada Revenue Agency with respect to claims for any Income Tax or HST, along with any applicable interest or penalties which were owing prior to the date of the Notice of Intention, and the New Brunswick Department of Finance as collector of taxes with respect to the portion of the real property tax that relates to the provincial tax levy "Class-C"
- d) Senior Secured creditors holding General Security Agreements, "Class-D"

ARTICLE IV TREATMENT OF CREDITORS' CLAIMS

4.01 Class-A

The claims of Class "A" creditors shall be paid on terms that are mutually agreeable between the Debtor and the creditors of this class. Payments to Class "A" creditors will be paid by the Debtor, directly to Class "A" creditors from the cash flows resulting from the Debtor's ongoing operations and in accordance with the terms of existing agreements or any new agreements that may be negotiated.

4.02 Class-B

A Proposal Fund of \$32,425 shall be established for the benefit of the creditors holding Class "B" claims.

Periodic payments will be made to the Class "B" creditors over a term not to exceed five years from the date this proposal was filed.

The balance of Claims not fully paid pursuant to this section, can be submitted to the Trustee as an Unsecured Claim in Class "C".

A schedule of the cash payments expected to be made to each creditor in this class is detailed in the attached Schedule "B"

4.03 Class-C

A Proposal Fund of \$90,000 shall be established for the benefit of the creditors holding Class "C" claims.

The Claims of Unsecured Creditors shall be compromised and satisfied as follows:

Creditors with claims less than \$1,000 will receive payment in full on account of their Claim, from the Proposal Fund, on the first round of payments to creditors, estimated to be within eight months of court approval of this proposal.

Creditors with claims that exceed \$1,000 will have the first \$1,000 of their claims paid from the Proposal Fund on the second round of payments to creditors. The second round of payments is expected to be within 16 months following the first round of payments.

Creditors with unpaid balances remaining on their accounts after the first two rounds of payments will receive the balance of the Proposal Fund, estimated to be \$54,354.89. Payments will be made on a pro-rata basis.

These remaining payments will occur periodically over a period not to exceed five years from the date this proposal was filed.

A detailed list of the creditors estimated to be included in this class, and the estimated total cash payment to each individual creditor is detailed in the attached **Schedule "C"**

In order to provide for larger payments to creditors of this class, all Creditors related to the Debtor have agreed to waive their rights to receive a payment out of the Proposal Fund. This agreement shall be null and void, if the proposal is rejected and the debtor becomes Bankrupt.

In the event that Claims are filed that are disputed by the Debtor or the Trustee, the Trustee may elect to distribute an interim dividend to Creditors with Proven Claims. No distribution will be made on disputed Claims until they become Proven Claims.

4.04 Class-D

A Proposal Fund of \$234,990 shall be established for the benefit of the creditors holding Class "D" claims.

Periodic payments will be made to the Class "D" creditors over a term not to exceed five years from the date this proposal was filed.

The balance of Claims not fully paid pursuant to this section, can be submitted to the Trustee as an Unsecured Claim in Class "C".

A schedule of the cash payments expected to be made to each creditor in this class is detailed in the attached Schedule "D"

4.05 Source Deductions

The Debtor covenants and agrees that it shall, within six (6) months after Court approval of this proposal pay in full to Her Majesty in Right of Canada or a Province, all Source Deductions that were outstanding at the time of the filing of the Notice of Intention to make a Proposal.

There are not any outstanding Source Deductions at the time of filing the Notice of Intention to make a Proposal.

4.06 Preferred Claims

The Claims of all Preferred Creditors, if any, shall be paid in full in cash, without interest or penalty, and subject to the Levy, in priority to all claims of the Unsecured Creditors, to the extent provided for in section 136 of the BIA. For greater certainty, all payments payable to former or current employees of the Corporation which would be payable in priority under subsection 136(1) of the BIA if the Corporation were to become bankrupt, if any, will be paid within six (6) months from the Effective Date.

There are no known outstanding liabilities which would constitute a preferred claim.

4.07 Payments to Subsequent Creditors

(a) Amounts owed by the Debtor for goods and services actually provided to the Debtor after the Notice of Intention Date, excluding damages or other claims arising subsequent to the Notice of Intention Date, to and including the Effective Date, will be paid in the ordinary course of business according to normal credit terms, by the Debtor. Accordingly, subsequent creditors shall be unaffected by this Proposal in respect only of such amounts.

(b) The Debtor covenants and agrees that during the course of this Proposal, it will remit all HST payments and file HST returns due subsequent to the Notice of Intention Date, as required by the "Excise Tax Act."

(c) The Debtor covenants and agrees that during the course of this Proposal, it will remit all payroll deductions (employment insurance premiums, Canada Pension Plan contributions, and income tax) collected or withheld subsequent to the Notice of Intention Date, as required by the "Income Tax Act."

4.08 Further Disclaimer of Contracts

In order to permit the successful implementation of its Proposal, the Debtor reserves its right to disclaim, pursuant to its Proposal, any contract to which it is a party. Notice of the exercise of such right of disclaimer, with respect to contracts not previously disclaimed, repudiated or terminated by the Debtor as of the date of this Proposal, shall be given no later than seven (7) days prior to the vote of creditors on the Proposal. Any damages resulting from such disclaimer shall be Affected Claims, and creditors shall have the right to file a proof of claim therefore within sixty (60) days of the disclaimer.

ARTICLE V

EXTINGUISHMENT OF CLAIMS

5.01 Extinguishment

Upon implementation of this Proposal, all Affected Claims shall, as against the Debtor, be deemed to be fully and finally satisfied, settled and discharged.

From and after the implementation of this Proposal:

- a) No Person shall have any further right, remedy or claim against the Debtor in respect of all or any portion of an Affected Claim; and
- b) No Person shall have any further right, remedy or claim against the directors or officers of the Debtor in respect of all or any portion of a Claim arising before the Filing Date and which relates

to the obligations of the Debtor where the directors or officers are by law liable in their capacity as directors or officers for the payment of such obligations.

- c) Provided nothing herein shall release or discharge a Director from claims that:
 - (i) Relate to contractual rights of one or more Creditors arising from contracts with the Director; or
 - (ii) Are based on allegations of misrepresentation made by the Director to Creditors or of wrongful or oppressive conduct by the Director;
- d) All liens, certificates of pending litigation, executions, or other similar charges or actions or proceedings in respect of such Claims will have no effect in law or in equity against the property, assets and undertaking of the Debtor. Upon the implementation of the Proposal, any and all such registered liens, certificates of pending litigation, executions or other similar charges or actions brought, made or claimed by Affected Creditors will be and will be deemed to have been discharged, dismissed or vacated without cost to the Debtor and the Debtor will be released from any and all Claims of Affected Creditors, subject only to the right of Affected Creditors to receive distributions as and when made by the Trustee pursuant to this Proposal. This release shall have no force or effect if the Debtor goes bankrupt before the terms of the Proposal are performed.

ARTICLE VI PROPOSAL FUNDS

6.01 Class B Proposal Fund

The Debtor agrees to pay to the trustee, from its continued operations, \$540.42 a month for a period of 60 months, for a total of \$32,425 into the Proposal Fund available to the Class "B" creditors. A schedule of the estimated distribution of this fund is attached as **Schedule "B"**

6.02 Class C Proposal Fund

The Debtor agrees to pay to the trustee, from its continued operations, \$1,500 a month for a period of 60 months, for a total of \$90,000 into the Proposal Fund available to the Class "C" creditors. A schedule of the estimated distribution of this fund is attached as **Schedule "C"**

6.03 Class D Proposal Fund

The Debtor agrees to pay to the trustee, from its continued operations, \$3,916.50 a month for a period of 60 months, for a total of \$234,990 into the Proposal Fund available to the Class "D" creditors. A schedule of the estimated distribution of this fund is attached as **Schedule "D"**

**ARTICLE VII
INSPECTORS**

7.01 Appointment of Inspectors

At the Creditors' Meeting, the Unsecured Creditors may appoint up to five (5) Inspectors whose powers will be limited to:

- (a) advising the Trustee concerning any dispute which may arise as to the validity of Claims;
- (b) advising the Trustee from time to time with respect to any other matter that the Trustee may refer to them; and
- (c) approving the deferral of the payments set out in Section 6.01 and 6.02 by up to 30 days.

7.02 Referral of Decisions of Inspectors to the Court

Any decision, direction or act of the Inspectors may be referred to the Court by the Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it thinks just.

7.03 Discharge of Inspectors

The authority and term of office of the Inspectors shall terminate upon the discharge of the Trustee

**ARTICLE VIII
TRUSTEE, CERTIFICATE OF COMPLETION AND DISCHARGE OF TRUSTEE**

8.01 Proposal Trustee

MNP Ltd., shall be the Trustee pursuant to this Proposal and upon the making of distributions and the payment of any other amounts provided for in this Proposal, the Trustee will be entitled to be discharged from its obligations under the terms of this Proposal. The Trustee is acting in its capacity as Trustee under this Proposal, and not in its personal capacity and shall not incur any liabilities or obligations in connection with this Proposal or in respect of the business, liabilities or obligations of the Debtor, whether existing as at the Notice of Intention Date or incurred subsequent thereto.

8.02 Administrative Fees and Expenses

All the fees, expenses, legal fees and disbursements of the Trustee on and incidental to the Proposal and the proceedings arising out of the Proposal shall be invoiced to the Debtor on a monthly basis and paid from the Debtor's continued operations. Any invoices remaining unpaid for more than 30 days after issuance, will be paid from either the Class B ,Class C or Class D Proposal Funds, in

priority to all Claims of Creditors of these Classes, and shall be a first charge on the consideration offered to the Creditors under the Proposal.

8.03 Certificate of Full-Performance and Discharge of Trustee

Upon the Trustee distributing the Proposal Fund to Affected Creditors, the terms of the Proposal shall be deemed to be fully performed and the Trustee shall provide a certificate to the Debtor and to the Official Receiver pursuant to Section 65.3 of the Act and the Trustee shall be entitled to be discharged.

ARTICLE IX GENERAL

9.01 Construction

In this Proposal, unless otherwise expressly stated or the context otherwise requires:

- a) The division of the Proposal into Articles and Sections and the use of headings are for convenience of reference only and do not affect the construction or interpretation of the Proposal;
- b) The words "hereunder", "hereof" and similar expressions refer to the Proposal and not to any particular Article or Section and references to "Articles" or "Sections" are to Articles and Sections of the Proposal;
- c) Words importing the singular include the plural and vice versa and words importing any gender include all genders;
- d) The word "including" means "including without limiting the generality of the foregoing";
- e) A reference to any statute is to that statute as now enacted or as the statute may from time to time be amended, re-enacted or replaced and includes any regulation made thereunder;
- f) References to dollar amounts are to Canadian dollars unless otherwise specified; and
- g) References to times are Atlantic time.

9.02 Valuation

For purposes of proofs of claim, voting and Distributions, all Claims shall be valued as at the Notice of Intention Date, or as at the time of termination or repudiation with respect of Claims arising from the termination, repudiation or non-performance of any lease or executory contracts.

9.03 Successors and Assigns

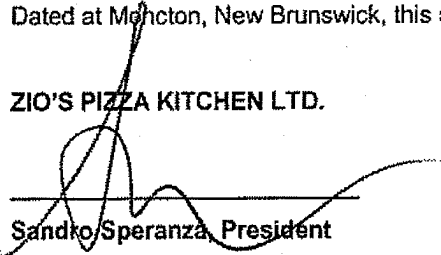
The Proposal shall be binding upon and shall ensure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of each Affected Creditor and each and every other Person named in or subject to the Proposal.

9.04 Governing Law

The Proposal shall be governed by and construed in accordance with the laws of Province of New Brunswick and the federal laws of Canada applicable therein. Any disputes as to the interpretation or application of the Proposal and all proceedings taken in connection with the Proposal shall be subject to the exclusive jurisdiction of the Court.

Dated at Moncton, New Brunswick, this 5th day of November, 2019.

ZIO'S PIZZA KITCHEN LTD.



Sandro Speranza, President

I have the authority to bind the corporation



Witness



SCHEDULE "A"

CLASS "A"

PROPOSED DISTRIBUTION
PROPOSAL VS. FORCED SALE LIQUIDATION

	Forced Sale/Bankruptcy/Rejected Proposal	Allocation	
		CIBC	BDC
Estimated Sale Proceeds - Real estate appraised Value	\$ 1,538,500.00	\$ 846,175.00	\$ 692,325.00
Realtor	(88,463.75)	\$ (48,655.06)	\$ (39,808.69)
Property Tax - current/post-proposal portion	(87,500.00)	\$ (48,125.00)	\$ (39,375.00)
Professional fees	(25,000.00)	\$ (13,750.00)	\$ (11,250.00)
Potential recovery from sale of real estate	1,337,536.25	\$ 735,644.94	\$ 601,891.31
Estimated Loan Balances		\$ 998,071.00	\$ 759,016.93
Expected shortfall on sale of Real Estate if proposal is rejected		\$ (262,426.06)	\$ (157,125.61)

Class "A" creditors will be paid in full if proposal is accepted

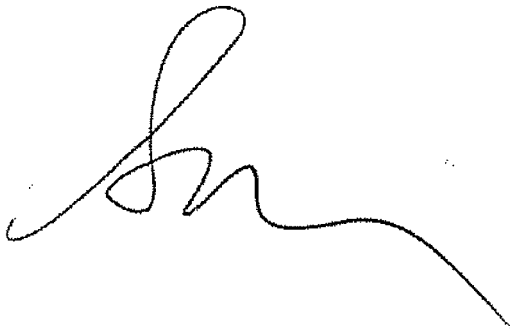
SS

SCHEDULE "B"
CLASS "B"
PROPOSED DISTRIBUTION
PROPOSAL VS. FORCED SALE LIQUIDATION

	1	2	3	4
Class "B" Creditor	Appraised forced sale value of equipment held as security	Estimated outstanding obligation	Estimated Class "C" Claim (column 1 minus column 2)	Estimated total payment under Proposal (Class "B" & "C")
SilverChef	\$ 19,625.00	\$ 42,463.44	-\$ 22,838.44	\$ 21,830.99
Chandler - Dishwashers	\$ 4,300.00	\$ 4,413.44	-\$ 113.44	\$ 4,415.00
CWB	\$ 5,150.00	\$ 20,495.00	-\$ 15,345.00	\$ 7,103.90
BlueChip	\$ 3,350.00	\$ 13,669.64	-\$ 10,319.64	\$ 4,969.73
TOTAL	\$ 32,425.00	\$ 81,041.52	\$ (48,616.52)	\$ 38,319.61

By accepting the proposal, Class "B" creditors agree to accept the amounts noted above under the heading "Appraised Forced Sale Value of Equipment Held as Security", to be paid over a period of five years in full and final satisfaction of all obligations owed under existing equipment contracts. Class "B" creditors are eligible to receive additional payments under Class "C" for their actual losses after accounting for payments received under Class "B". The estimated total amount payable to each Class "B" creditor is noted in column 4 above.

**Equipment was appraised by Castle Appraisals on August 11, 2019*



SCHEDULE "C"

CLASS "C"

PROPOSED DISTRIBUTION

PROPOSAL VS. FORCED SALE LIQUIDATION

No.	Percent of total claims	Creditor Name	Estimated Unsecured Claim	First \$1,000 of Each Unsecured Claim	Balance remaining unpaid after first distribution	Pro-rata portion of remaining proposal fund	Estimated total of cash payments under Class "C"	Recovery in Proposal
1	0.00%	Moncton Fish Market	35.00	35.00	-	-	35.00	100%
2	0.01%	Chandler - Dishwashers	113.44	113.44	-	-	113.44	100%
3	0.01%	Carter's Septic Tank Service Ltd	115.00	115.00	-	-	115.00	100%
4	0.01%	Maheu & Maheu	118.00	118.00	-	-	118.00	100%
5	0.04%	Miller Waste Systems Inc. - Markham Division	330.00	330.00	-	-	330.00	100%
6	0.04%	KKP Moncton	349.00	349.00	-	-	349.00	100%
7	0.05%	Actur Law Droit	413.00	413.00	-	-	413.00	100%
8	0.05%	Brunswick Fyr & Safety Accessories	435.00	435.00	-	-	435.00	100%
9	0.06%	JM Giffin Engineering Inc	476.00	476.00	-	-	476.00	100%
10	0.06%	Yellow Pages Group Co.	483.67	483.67	-	-	483.67	100%
11	0.06%	Dan's Welding & Fabrication Ltd	517.00	517.00	-	-	517.00	100%
12	0.07%	Praxair Canada Inc - Corporate accounts	550.00	550.00	-	-	550.00	100%
13	0.07%	Troy Life & Fire	572.00	572.00	-	-	572.00	100%
14	0.07%	Estlinger Foods Ltd	598.00	598.00	-	-	598.00	100%
15	0.07%	Maritime Custom Restaurant Hoods	600.00	600.00	-	-	600.00	100%
16	0.08%	Valley Refrigeration	640.00	640.00	-	-	640.00	100%
17	0.08%	Atlantic Restaurant Equipment & Supply	660.00	660.00	-	-	660.00	100%
18	0.09%	Hansen Signs	780.00	780.00	-	-	780.00	100%
19	0.10%	Super Clean	862.00	862.00	-	-	862.00	100%
20	0.12%	Reinhard Degenhardt - European Sausage Farm	1,037.00	1,000.00	37.00	2.48	1,002.48	97%
21	0.12%	Old Time Meat Market	1,048.00	1,000.00	48.00	3.16	1,003.16	96%
22	0.14%	Down East Coffee Roasters	1,163.00	1,000.00	163.00	10.84	1,010.84	87%
23	0.17%	ADT Security Services Canada Inc.	1,385.00	1,000.00	385.00	25.60	1,025.60	74%
24	0.19%	LSR Enterprise	1,581.00	1,000.00	581.00	38.63	1,038.63	66%
25	0.22%	Maritime Fireplaces	1,873.00	1,000.00	873.00	58.05	1,058.05	56%
26	0.34%	Jonk Ventilation Inc	2,843.00	1,000.00	1,843.00	122.65	1,122.65	39%
27	0.35%	Efficient Contracting	2,928.00	1,000.00	1,928.00	128.07	1,128.07	39%
28	0.53%	Chandler - Supplies	4,417.19	1,000.00	3,417.19	227.23	1,227.23	28%
29	0.66%	Franco Plumbing & Heating	4,640.00	1,000.00	3,640.00	242.05	1,242.05	27%
30	0.64%	Canadian Linen & Uniform Service	5,368.00	1,000.00	4,368.00	290.46	1,290.46	24%
31	0.66%	MCW Marcor	5,570.00	1,000.00	4,570.00	303.80	1,303.80	23%
32	0.74%	Superior Propane	6,236.00	1,000.00	5,236.00	349.18	1,349.18	22%
33	0.82%	Boudreau Albert Savoie & Associates	6,920.00	1,000.00	5,920.00	390.57	1,390.57	20%
34	1.23%	BlueChip	10,319.64	1,000.00	9,319.64	619.73	1,619.73	16%
35	1.83%	CWB	15,345.00	1,000.00	14,345.00	953.90	1,553.90	10%
36	1.95%	GFS Gordon Food Service	18,347.00	1,000.00	17,347.00	1,020.53	2,020.53	12%
37	2.06%	Maurice McGraw - Consultant	17,250.00	1,000.00	16,250.00	1,080.57	2,080.57	12%
38	2.28%	BDC	18,138.00	1,000.00	17,138.00	1,205.99	2,205.99	12%
39	2.72%	SilverChef	22,838.44	1,000.00	21,838.44	1,432.10	2,432.10	11%
40	2.82%	Saputo Inc.	23,853.00	1,000.00	22,853.00	1,506.35	2,506.35	11%
41	3.61%	Signature Landscape Ltd	29,479.00	1,000.00	28,479.00	1,893.76	2,893.76	10%
42	3.74%	WorkSafeNB / Travail sécuritaire NB - Head Office	31,380.00	1,000.00	30,380.00	2,018.84	3,018.84	10%
43	7.10%	Ellsworth Johnson Phillips	59,609.00	1,000.00	58,609.00	3,897.31	4,897.31	8%
44	10.13%	Bird Construction	85,000.00	1,000.00	84,000.00	5,585.73	8,585.73	8%
45	10.43%	New Brunswick Department of Finance - Tax	87,500.00	1,000.00	86,500.00	5,751.97	8,751.97	8%
46	18.30%	CIBC	137,524.00	1,000.00	136,524.00	9,078.40	10,078.40	7%
47	27.17%	CRA - Tax - Atlantic	226,000.00	1,000.00	225,000.00	15,094.76	16,094.76	7%
TOTAL UNSECURED			838,013.46		602,368.35			

There is a \$90,000 fund available to the creditors of Class "C". All qualifying Class "C" creditors will have the first \$1,000 of their claims paid in full. Creditors with balances remaining after receiving the first \$1,000 payment will share in the pro-rata distribution of the remaining proposal fund, estimated to be \$54,354.89. The estimated cash payments available to each individual creditor are noted in the schedule above. Payments will be made periodically over a period of five years.

Warning:

If Class "C" creditors reject the proposal the company will become automatically bankrupt. We estimate that there will be no payments available to Class "C" creditors, should this occur.

SCHEDULE "D"

CLASS "D"									
PROPOSED DISTRIBUTION									
PROPOSAL VS. FORCED SALE LIQUIDATION									
1	2	3	4	5	6	7	8	9	10
Creditor	Loan Balance		Value of Security	Shortfall on liquidation before costs	Class "D" payments	60%	Class "C" Claim	Class "C" payments	Total to be paid under proposal
CIBC Loan 59	343,810.00	88%	89,580.22	(254,229.78)	206,286.00		137,524.00	10,078.40	216,364.40
BDC Loan 02	47,840.00	12%	12,464.78	(35,375.22)	28,704.00		19,136.00	2,205.99	30,909.99
Total	\$ 391,650.00		\$ 102,045.00		3,916.50				

Class "D" creditors will be paid 60% of their outstanding account balances over a period of five years. In addition to these payments, Class "D" creditors will be eligible to file a claim as a Class "C" creditor for their expected shortfalls. The estimated total to be paid to Class "D" creditors under this proposal is noted in column 10 above.

District of: New Brunswick
Division No. 04 - Moncton
Court No. 24494
Estate No. 51-2531797

FORM 31 / 36
Proof of Claim / Proxy
In the matter of the proposal of
Zio's Pizza Kitchen Ltd.

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

In the matter of the proposal of Zio's Pizza Kitchen Ltd. of the City of Moncton in the Province of New Brunswick and the claim of _____, creditor.

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

I, _____ (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 8th day of July 2019, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit or solemn declaration) 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

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

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

MNP Ltd. - Licensed Insolvency Trustee
1801 Hollis Street, Suite 1400
Halifax NS B3J 3N4
Phone: (902) 334-2000 Fax: (902) 701-3690
E-mail: atlantic.poc@mnp.ca

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: New Brunswick
Division No. 04 - Moncton
Court No. 24494
Estate No. 51-2531797

FORM 37

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

In the matter of the proposal of
Zio's Pizza Kitchen Ltd.

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 Zio's
Pizza Kitchen 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:
MNP Ltd. - Licensed Insolvency Trustee

Eric Findlay, CPA, CIRP, LIT - Licensed Insolvency Trustee
1801 Hollis Street, Suite 1400
Halifax NS B3J 3N4
Phone: (902) 334-2000 Fax: (902) 701-3690
E-mail: atlantic.poc@mnp.ca