



Crowe Soberman Inc.

Crowe Soberman Inc.
Licensed Insolvency Trustee
Member Crowe Global

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Estate No: 31-2675583

**NOTICE OF RECONVENED MEETING OF CREDITORS
TO CONSIDER THE PROPOSAL**

In the matter of the proposal of
CONFORTI HOLDINGS LIMITED
of the City of Markham, in the Regional Municipality of York
in the Province of Ontario

PLEASE NOTE THAT the First Reconvened Meeting of Creditors that was held on October 29, 2021 at 2:00 PM was adjourned at the request of the creditors.

FURTHER TAKE NOTICE:

- (1) THAT** the meeting of creditors to consider the proposal of CONFORTI HOLDINGS LIMITED will be reconvened and held on:

Date & Time: Thursday, March 31, 2022 at 2:00pm

Method of Meeting:

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
[+1 437-703-4645; 573789244#](#)
Toronto, Canada
Phone Conference ID: 573 789 244#

- (2) THAT** the Report of Trustee will be forwarded to the Creditors under a separate cover and posted on our Crowe Soberman Inc. website.
(weblink: <https://www.crowe.com/ca/crowesoberman/insolvency-engagements/conforti-holdings-limited>)

Creditors who do not wish to attend or be represented at the meeting, but who wish to submit a claim and/or vote may forward their Proof of Claim, Proxy and Voting Letter, by mail or fax, to the Trustee at 2 St. Clair Ave. East, Suite 1100, Toronto, Ontario, M4T 2T5, to be received prior to the meeting. Claims for dividend purposes can be accepted after the meeting; however voting letters cannot.

All Proofs of Claim, Proxies and Voting letters already submitted will be counted, as well as any additional or revised ones received.

If the proposal is accepted by 66.67% of creditors (in dollars) and 50% plus one (in number), the proposal passes, subject only to final Court approval. All unsecured creditors are thereafter bound by its terms, whether they voted for the proposal or not.

AND FURTHER TAKE NOTICE that if the proposal should be rejected, immediately following will be held the first meeting of creditors of the bankruptcy of **CONFORTI HOLDINGS LIMITED**, to affirm the Appointment of a Trustee, elect inspectors, consider matters relating to the disposition of assets, and generally deal with such other matters as the creditors may direct.

Should you have any questions please feel free to contact our office.

Dated at the City of Toronto, in the Province of Ontario, this March 21, 2022

CROWE SOBERMAN INC.
Licensed Insolvency Trustee
acting in re: the Proposal of
CONFORTI HOLDINGS LIMITED

Per: Daniel Posner
Daniel Posner, CPA, CIRP

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

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, as amended**

-and-

**IN THE MATTER OF THE PROPOSAL OF
CONFORTI HOLDINGS LIMITED**

PROPOSAL

Conforti Holdings Limited, (the "**Debtor**"), hereby submits the following Proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Proposal, capitalized terms shall have the meanings set out in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, save and except for the terms and definitions set out below:

- (a) "**Act**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (b) "**Administrative Fees and Expenses**" means:
 - (i) the proper fees and expenses of the Proposal Trustee including its legal fees and disbursements; and
 - (ii) the legal and consulting fees and disbursements of the Proposal Trustee incurred on or incidental to negotiations in connection with the preparation of the Proposal and the transactions and agreements contemplated hereby, including advice given to the Debtor, its officers, directors and principals;
- (c) "**Approval Order**" means an Order of the Court approving the Proposal in form and substance satisfactory to the Debtor;

- (d) **"Business Day"** means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (e) **"Canada Pension Plan"** means the *Canada Pension Plan*, R.S.C. 1985, c. C-8, as amended;
- (f) **"Certificate of Full Performance"** shall have the meaning given to it in Article 9.2 of this Proposal;
- (g) **"Claim"** means, collectively, any of the following:
 - (i) any right or claim of any Person against the Debtor that may be made in whole or in part against the Debtor or any property or assets of the Debtor, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Debtor, which indebtedness, liability or obligation is in existence at the Filing Date or which is based on an event, act or omission which occurred in whole or in part prior to the Filing Date, and any accrued interest thereon and costs payable in respect thereof to and including the Filing Date, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory or anticipatory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future based in whole or in part on facts which existed prior to or at the Filing Date and includes any other claims that would have been claims provable in bankruptcy had the Debtor become bankrupt on the Filing Date; and
 - (ii) any right or claim of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Debtor to such Person arising out of the restructuring, repudiation, disclaimer, resiliation, termination, amendment or breach after the Filing Date of any contract, lease, employment agreement or other agreement or obligation whether written or oral and whether such restructuring, disclaimer, resiliation, termination, amendment or breach took place or takes place before or after the Filing Date;
- (h) **"Claims Bar Date"** shall have the meaning given to it in Article 4.3 of this Proposal;
- (i) **"Conforti Cross-Motion"** shall have the meaning given to it in Article 7.1b of this Proposal;

- (j) **"Costs Agreement"** shall have the meaning given to it in Article 7.1b of this Proposal;
- (k) **"Court"** means the Ontario Superior Court of Justice (in Bankruptcy and Insolvency);
- (l) **"Creditor"** means any Person, having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
- (m) **"Creditors' Meeting"** means any meeting of the Unsecured Creditors called for the purpose of considering and voting on the Proposal;
- (n) **"Creditors' Meeting Date"** means such date and time as may be called by the Trustee, but in any event shall be no later than twenty-one (21) days following the filing of this Proposal with the Official Receiver;
- (o) **"Court Approval Date"** means the date on which the Court finally and conclusively approves this Proposal;
- (p) **"Debtor"** means Conforti Holdings Limited;
- (q) **"Director"** and **"Officer"** means any person or persons who are, have previously been, or in the future may be directors or officers of the Debtor, including but not limited to those persons who, in the past, present or future:
 - (i) have or will act in the capacity of director or officer of the Debtor, with or without being so named, or
 - (ii) have or will perform the functions of a director or officer of the Debtor, with or without being so named; or
 - (iii) have been, are or may in the future be deemed, de facto, acting, substitute or effective directors or officers of the Debtor; or
 - (iv) have been, are or will be persons subject to statutory liabilities of directors or officers arising from any statute, act or regulation of Canada;
- (r) **"Effective Date"** means the date on which the transactions and agreements provided for in this Proposal become effective, which date shall be 30 days after the Court Approval Date;
- (s) **"Employment Insurance Act"** means the *Employment Insurance Act*, S.C. 1996, c. 23, as amended;
- (t) **"Filing Date"** means the date on which the Debtor filed its Notice of Intention to make a Proposal, which date is September 28, 2020;

- (u) **"Implementation Date"** means the date upon which the conditions set forth in Article 10.4 of this Proposal have been satisfied;
- (v) **"Income Tax Act"** means the *Income Tax Act*, R.S.C. 1985, c.1(5th Supp), as amended;
- (w) **"Inspectors"** means one or more inspectors appointed pursuant to the Act, as provided for in the Proposal;
- (x) **"MoroccanOil Action"** shall have the meaning given to it in Article 7.1b of this Proposal;
- (y) **"MoroccanOil Motion"** shall have the meaning given to it in Article 7.1b of this Proposal;
- (z) **"Official Receiver"** shall have the meaning ascribed thereto in the Act;
- (aa) **"Paid Net Judgment"** shall have the meaning given to it in Article 7.1b of this Proposal;
- (bb) **"Person"** means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government, or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;
- (cc) **"Preferred Creditors"** means Creditors with Proven Unsecured Claims that are required by the Act to be paid in priority to all other Claims under a proposal by a debtor (but only in respect and to the extent of such Proven Unsecured Claims) and including, without limitation:
 - (i) Employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the Act if the Debtor became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salespersons, disbursements properly incurred by those salespersons in and about the Debtor's business during the same period, for greater certainty amounts due or which may become due pursuant to this paragraph do not include claims for severance or termination pay and any compensation in lieu of notice of termination;
 - (ii) Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the Filing Date and are of a kind that could be subject to a demand under,
 - I subsection 224(1.2) of the Income Tax Act;
 - II any provisions of the Canada Pension Plan or the Employment Insurance Act that refer to subsection 224(1.2) of the Income Tax

Act and provides for collection of a contribution, as defined in the Canada Pension Plan, or an employee's premium, or employer's premium, as defined in the Employment Insurance Act, and of any related interest, penalties or other amounts; or

III any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the Income Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum;

(1) 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

(2) 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;

(dd) **"Post Filing Goods and Services"** means in respect of the Proposal, the goods supplied, services rendered and other consideration given to the Debtor subsequent to the Filing Date;

(ee) **"Proof of Claim"** shall mean the proof of claim required by the Act to be mailed to each known Creditor prior to the Creditors' Meeting;

(ff) **"Proposal"** means this Proposal dated March 11, 2021 made pursuant to the Act, as further amended or supplemented from time to time;

(gg) **"Proposal Trustee"** or **"Trustee"** means Crowe Soberman Inc.;

(hh) **"Proven Unsecured Claim"** of a Creditor means the amount of the Claim of such Creditor (other than a Secured Creditor) finally determined in accordance with the provisions of the Act;

(ii) **"Secured Creditor"** means any Person or Persons holding a valid mortgage, hypothec, pledge, charge, lien or privilege on or against any property of any Person or Persons as security for a Claim or a Person whose Claim is based upon, or secured by a negotiable instrument held as collateral security upon which the Debtor is only indirectly or secondarily liable;

(jj) **"Settlement Agreement"** shall have the meaning given to it in Article 7.1b of this Proposal;

- (kk) **“Unsecured Creditors”** means, collectively, the Creditors who are not Secured Creditors; and
- (ll) **“Voting Letter”** shall mean the voting letter required by section 51(1) of the Act to be mailed to each known Creditor prior to the Creditors’ Meeting.

1.2 Articles of Reference

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

1.3 Interpretation Not Affected by Headings

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

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

1.5 Time

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

1.6 Numbers

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

1.7 Currency

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

1.8 Statutory References

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

1.9 Successor and Assigns

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

ARTICLE 2 **GENERAL INTENT**

2.1 Purpose of Proposal

The purpose of this Proposal is to affect a compromise of the Claims of the Creditors of the Debtor, including statutory claims against Directors, strictly in accordance with subsections 50(13) to 50(15) of the Act, in the expectation that all Creditors will derive a greater benefit from a Proposal to Creditors than would result from a bankruptcy.

Notwithstanding the terms and conditions of all arrangements or other arrangements with creditors entered into before the Filing Date, for so long as an event of default in the Proposal has not occurred, or if it has occurred, has been waived or cured, all such agreements or other arrangements will be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern.

2.2 Persons Affected

This Proposal will, as of the Court Approval Date, be binding on the Debtor and on all Creditors, including the Crown, to whom this Proposal is made.

2.3 Post-Proposal Goods and Services

All debts incurred subsequent to the Filing Date shall be paid in the ordinary course of business by the Debtor. The Debtor shall, to the fullest extent possible, carry on its normal business operations and shall not dispose of any assets other than is contemplated by this Proposal, or other than is in the normal and regular course of its ongoing business.

The Debtor agrees that the Trustee shall not in any case be responsible for ensuring that payment is duly made to all those persons supplying goods and services for any period subsequent to the

Filing Date. All Creditors hereby release and forever discharge the Proposal Trustee from any and all liability relating to the Debtor's non-payment of any liabilities under this paragraph.

2.4 Assets Remain Vested in Debtor

The assets of the Debtor, if any, shall not vest in the Proposal Trustee, but shall remain vested in the Debtor, and the Trustee shall have no liability whatsoever for the Claims of Creditors arising before, on or after the Filing Date.

ARTICLE 3 **CLASSIFICATION AND TREATMENT OF CREDITORS**

3.1 Secured Creditors

This Proposal is not being made to Secured Creditors and if this Proposal is passed by the Courts, it will not affect the amounts and rights of Secured Creditors. Secured Creditors may vote and participate as Unsecured Creditors to the extent that they surrender the value of their security.

Secured Creditors acknowledge that their security is subordinate to the trust claims of Her Majesty in Right of Canada or a Province in this Proposal and in any ensuing bankruptcy, unless it is supported by a mortgage on real property or otherwise entitled to be classified as a *prescribed security instrument* in accordance with the Income Tax Act.

3.2 Classes of Creditors

For the purposes of voting on the Proposal, the Creditors of the Debtor shall be comprised of one (1) class of Unsecured Creditors.

3.3 Preferred Creditors

The Proven Unsecured Claims of Preferred Creditors are to be paid by the Debtor in full in priority to all Proven Unsecured Claims in accordance with the scheme of distribution set forth in the Act. For greater certainty, the amounts referred to in Article 1.1(x) (i) shall be paid immediately after the Court Approval Date and the amount referred to in Article 1.1(x) (ii) shall be paid within six (6) months of the Court Approval Date or as otherwise agreed.

3.4 Unsecured Creditors

The Proven Unsecured Claims will be satisfied in accordance with Article 7 herein.

3.5 Different Capacities

Persons who are affected by this Proposal may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person is entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the Person in writing or unless its Claims overlap or are otherwise duplicative.

ARTICLE 4 **PROCEDURE FOR VALIDATION OF CLAIMS**

4.1 Filing of Proofs of Claim

Each Unsecured Creditor must file a Proof of Claim in accordance with the Act to vote on, or to receive a distribution under, the Proposal. Proofs of Claim must be filed at, or prior to, the meeting of creditors to be considered valid. Only valid claims filed at, or prior to the meeting of creditors, either by proxy, or upon attendance at the meeting of creditors, shall be considered at the Proposal vote.

4.2 Allowance or Disallowance of Claims by the Trustee

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

4.3 Claims Bar Process

Forthwith after the Implementation Date, the Proposal Trustee shall give notice pursuant to section 149 of the Act by registered mail to every Person with a Claim (other than Secured Claims) of which the Trustee has notice or knowledge, but whose Claim has not been filed or proved that if such Person does not prove its Claim within a period of thirty (30) after the mailing of the notice (the "**Claims Bar Date**"), the Trustee will proceed to declare a final distribution without regard to such Person's Claim.

Subject to any exceptions set out in sections 149(2), (3) and (4) of the Act, any Creditor that does not prove its Claim (other than Secured Claims) by the Claims Bar Date shall be barred from making a Claim in the Proposal or sharing in any distribution hereunder, and such Claim shall be forever barred, extinguished and released.

ARTICLE 5

MEETING OF CREDITORS

5.1 Creditors' Meeting

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

5.2 Time and Place of Meeting

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

5.3 Conduct of Meetings

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

5.4 Adjournment of Meetings

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

5.5 Voting by Creditors

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

5.6 Approval by Creditors

In order that the Proposal be binding on all of the Unsecured Creditors of the Debtor, in accordance with the Act, it must first be accepted by the Unsecured Creditors by a majority in number of the Unsecured Creditors who vote upon the Proposal (in person or by proxy) pursuant to Article 5.5 of this Proposal at the Creditors' Meeting or by a Voting Letter, representing two-third in value of the Proven Unsecured Claims of the Unsecured Creditors who voted on the

Proposal pursuant to Article 5.5 of this Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter.

5.7 Appointment of Inspectors

At the Meeting of Creditors the Creditors may appoint up to five (5) Inspector(s) whose powers will be limited to:

- (a) advising the Proposal Trustee concerning any dispute that may arise as to the validity of Claims, and
- (b) advising the Proposal Trustee from time to time with respect to any other matter that the Proposal Trustee may refer to them.

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

The authority and term of office of the Inspector(s) will terminate upon the discharge of the Trustee.

ARTICLE 6 **PAYMENT OF ADMINISTRATIVE FEES AND EXPENSES**

6.1 Priority of Administrative Fees and Expenses

The Trustee's Administrative Fees and Expenses shall rank in priority to all other creditors, except as may be set out in the Act and will be paid pursuant to sections 60(1) and 60(2) of the Act. If the Debtor should default on its payment thereof, the Trustee may, in absolute priority, call upon all funds accumulated in the Proposal to satisfy its proper Administrative Fees and Expenses. In such case, the Proposal shall be considered in default, subject to waiver of same by the Inspectors.

6.2 Payment of Administrative Fees and Expenses

The Trustee shall be at liberty from time to time to apply reasonable amounts, out of the Proposal proceeds against its Administrative Fees and Expenses, and such amounts shall constitute advances against the Administrative Fees and Expenses when and as approved by the Court.

ARTICLE 7
PROPOSAL

7.1 Implementation of Proposal

a. Creditor Payment Fund

The Debtor shall make available to the Creditors a pool of funds to satisfy payment terms set out in this Proposal (the "Creditor Payment Fund") which shall offer a recovery to the Creditors greater than what would be available in any bankruptcy of the Debtor.

The Creditor Payment Fund shall be in the amount of:

- (i) **\$2,430,000** - if the full BEI Secured Debt is entirely found to be invalid and the full \$1,500,000 then belongs to the Debtor; or
- (ii) **\$1,930,000** - if the full BEI Secured Debt is found to be entirely or partially valid then BEI shall make a secured loan to the Debtor in order to ensure that the Creditor Payment Fund is equal to this amount

b. Contingent Litigation Recovery

The Debtor and one of its principals, Antonio Conforti, have been engaged in litigation with Moroccanoil, Inc. in the United States District Court for the District of New Jersey since 2011 (the "**Moroccanoil Action**"). The litigation involves, among other things, a motion by Moroccanoil, Inc. to enforce a settlement agreement (the "**Settlement Agreement**") between the parties (the "**Moroccanoil Motion**"), and a cross-motion by the Debtor and Antonio Conforti to enforce the settlement agreement (the "**Conforti Cross-Motion**"). In connection with the Moroccanoil Motion, Moroccanoil, Inc. is claiming \$2,807,478.12 in damages and legal fees. In connection with the Conforti Cross Motion, the Debtor and Antonio Conforti are claiming \$6,530,000 in damages and legal fees.

The litigation remains ongoing, and any trial in the Moroccanoil Action is unlikely to occur until at least early 2023.

The Debtor does not have sufficient cash flow to fund all of its legal costs in the Moroccanoil Action. Accordingly, Antonio Conforti is prepared to finance the Debtor's legal costs of both defending the Moroccanoil Motion, and pursuing the Conforti Cross Motion (the "**Costs Agreement**"). These legal costs are estimated to be from \$500,000 to \$700,000 in addition to the \$150,000 (USD) already owed to the Debtor's US lawyers, not including any appeal from a judgment at trial of the Moroccanoil Action.

Although the Costs Agreement has not yet been finalized, it is contemplated that in exchange for financing the Debtor's legal costs in the Moroccanoil Action, Antonio Conforti will be entitled to receive 40% of any judgment ultimately paid by Moroccanoil to the Debtor, after all legal fees and costs have been paid (the "**Paid Net Judgment**"). The remaining 60 % of the Paid Net Judgment will be allocated to the Creditor Payment Fund.

Further, pursuant to the terms of the Settlement Agreement, the Debtor was required to obtain a bond to secure the liability of the Debtor and Antonio Conforti for breach of the Settlement Agreement (the "**Bond**"). The total amount posted as security for the Bond is \$697,901.57 (USD). In the event that the Debtor and Antonio Conforti are successful at trial in the Moroccan oil Action, and the Bond and the security posted in connection with the Bond are released (the "**Bond Funds**"), the Costs Agreement contemplates that Antonio Conforti will be entitled to 40% of the Bond Funds, and the remaining 60% will be paid into the Creditor Payment Fund.

Any additional payments to the Creditors pursuant to this Article 7.1(b), are contingent on both a successful outcome for the Debtor in the Moroccan oil Action, and actual payment by Moroccan oil, Inc. to the Debtor in connection with the Paid Net Judgment.

ARTICLE 8 **PROPOSAL TRUSTEE**

8.1 Proposal Trustee

Crowe Soberman Inc., corporate trustee of the City of Toronto, in the Province of Ontario, and not in its personal capacity, shall be the Proposal Trustee under this Proposal and all monies payable under this Proposal shall be paid over to the Proposal Trustee who shall make payment of all distributions in accordance with the terms of this Proposal.

8.2 Superintendent Levy

Any payments made by the Proposal Trustee to creditors hereunder shall be made by the Proposal Trustee net of any levies payable or due under the Act.

8.3 No Liability

The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any obligations or liabilities in connection with this Proposal or in respect of the business activities or liabilities of the Debtor.

8.4 Discharge of Proposal Trustee

Upon distribution of the amounts payable under Article 7.1 of this Proposal, and payment of the Administrative Fees and Expenses, the Proposal Trustee shall have discharged its duties as Proposal Trustee and shall be entitled to apply for its discharge as Proposal Trustee hereunder. For greater certainty, the Proposal Trustee will not be responsible or liable for any obligations of the Debtor before, on or after the Filing Date and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

ARTICLE 9

FULL PERFORMANCE OF PROPOSAL

9.1 Obligations of the Debtor

All obligations of the Debtor under this Proposal will commence as of the Court Approval Date. This Proposal will be fully performed upon the payment to the Proposal Trustee of the amounts referred to in Article 7 and when all other obligations of the Debtor set out herein have been satisfied.

9.2 Certificate of Full Performance

When the Proposal has been fully performed by the Debtor, the Proposal Trustee will issue to the Debtor and the Official Receiver the Certificate of Full Performance as provided for in Section 65.3 of the Act (the “**Certificate of Full Performance**”).

9.3 Status of the Debtor

During the currency of this Proposal and until the Certificate of Full Performance is issued by the Proposal Trustee, the Debtor shall not merge, amalgamate, rollover or otherwise change or reorganize its corporate structure, without the prior approval of the Inspectors and unless the new or successor entity agrees to be bound by all terms and conditions of this Proposal.

ARTICLE 10

MISCELLANEOUS

10.1 Compromise Effective for all Purposes

On the Implementation Date, all Claims (other than Claims of Secured Creditors) shall be forever discharged, extinguished and released, excepting only the obligations of the Debtor to make distributions in respect of Article 7 of this Proposal in the manner and to the extent provided for in this proposal. The distributions contemplated hereunder will be binding upon each Creditor, its heirs, executors, administrators, successors and assigns, for all purposes.

10.2 Modification of Proposal Prior to Approval by Unsecured Creditors

Prior to the vote on the Proposal, the Debtor or any Unsecured Creditor may propose an alteration or modification of the Proposal. If there are any variations, amendments, modifications or supplements to the Proposal made at or prior to the final meeting of the Creditors held to consider the Proposal that the Proposal Trustee determines are for the general benefit of Creditors, the Proposal Trustee shall be entitled to approve such variations, amendments, modifications or supplements.

10.3 Consents, Waivers and Agreements

As at 12:01 a.m. on the day the Certificate of Full Performance is issued by the Proposal Trustee, each Creditor (other than Secured Creditors) shall be deemed:

- (a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- (b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor that has occurred on or prior to the Implementation Date;
- (c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and priority and the provisions of such agreement or other arrangement shall be amended accordingly; and
- (d) to have released the Debtor, the Proposal Trustee and each of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens, set-off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with Claims, the filing of the Debtor's Notice of Intention to Make a Proposal under the Act and actions taken in furtherance thereof, the business and affairs of the Debtor, the Proposal or any of the matters herein.

10.4 Conditions to Proposal Implementation

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

- (a) acceptance of the Proposal by the Unsecured Creditors in accordance with Article 5 of this Proposal;
- (b) granting by the Court of the Approval Order which shall not have been varied, amended, stayed, suspended or appealed as of the Implementation Date except with the consent of the Debtor; and

- (c) the expiry of all appeal periods in respect of the Approval Order.

10.5 Release

Upon the issuance of the Certificate of Full Performance by the Trustee, each and every Director and Officer shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action that arose on or before the Filing Date and that relate to the obligation of the Debtor where the Director and Officer is by law liable in their capacity as Director and Officer for the payment of such obligations, and provided nothing herein shall release or discharge a Director and Officer from claims that:

- (a) relate to contractual rights of one or more Creditors arising from contracts with the Director and Officer;
- (b) are based on allegations of misrepresentation made by the Director and Officer to Creditors or wrongful or oppressive conduct by the Director and Officer; or
- (c) which may be asserted by Secured Creditors.

This release shall have no force or effect if the Debtor goes bankrupt before the terms of the Proposal are performed.

10.6 Effect of Proposal Generally

As at 12:01 a.m. on the date the Certificate of Full Performance is issued by the Proposal Trustee, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Creditors (other than Secured Creditors), along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns, and the Proposal shall constitute (i) a full, final and absolute settlement of all rights of Creditors (other than in respect of Secured Creditors); and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor of or in respect of all Claims (other than Secured Claims).

10.7 Sections 95 to 101 of the BIA

Sections 95 to 101 of the BIA and any other laws relating to preferences, fraudulent conveyances or transfers at undervalue shall not apply to the Proposal or to any payments or distributions made in connection with this Proposal or with the restructuring of the Debtor, whether made before or after the Date of Filing.

10.9 Notices

Any notices or communications to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, prepaid mail, or fax/email to the respective parties as follows:

- (a) if to the Debtor:
Conforti Holdings Limited
7755 Warden Avenue
Markham, ON L3R 0N3

Attention: Floriana Ottaviani
Email: floriana@yourspacealons.ca

with a copy to:

Miller Thomson LLP
5800 Scotia Plaza, 40 King Street West
P.O. Box 1011
Toronto, ON M5H 3S1

Attention: Bobby Sachdeva and Erin Craddock
Email: bsachdeva@millerthomson.com
Email: ecraddock@millerthomson.com

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

- (c) if to the Proposal Trustee:

Crowe Soberman Inc.
2 St. Clair Avenue East, Suite 1100
Toronto, ON M4T 2T5

Attention: Hans Rizari
Email: Hans.Rizari@CroweSoberman.com

with a copy to:

Goldman Sloan Nash & Haber LLP
Suite 1600, 480 University Avenue
Toronto, ON M5G 1V2

Attention: Brendan Bissell
Email: bissell@gsnh.com

or to such other address, email or fax number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by email or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any on a non-Business Day, on the next following Business Day and in the case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

10.9 Foreign Currency Obligations

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

10.10 Applicable Law

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

10.11 Non Severability

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

10.12 Deeming Provisions

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

DATED at the City of Toronto, in the Province of Ontario, this 21st day of March 2022.

CONFORTI HOLDINGS LIMITED

Per: 

Name: ANTONIO CONFORTI

Conforti Holdings Limited
Cash Flow Projections (13 weeks)
For the period March 14 to June 6, 2022

	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
	14-Mar	21-Mar	28-Mar	04-Apr	11-Apr	18-Apr	25-Apr	02-May	09-May	16-May	23-May	30-May	06-Jun	
For the week beginning														
Cash-in														
Salon Revenue (Note 1)	538,210	538,210	550,726	550,726	550,726	550,726	563,243	563,243	563,243	563,243	563,243	575,759	575,759	7,247,054
Misc Revenue	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	73,450
Total Cash-in	543,860	543,860	556,376	556,376	556,376	556,376	568,893	568,893	568,893	568,893	568,893	581,409	581,409	7,320,504
Cash-out														
Rent	-	-	516,666	-	-	-	-	518,519	-	-	-	520,372	-	1,555,556
Payroll (Note 2)	306,779	306,779	313,914	313,914	313,914	313,914	321,048	321,048	321,048	321,048	321,048	328,183	328,183	4,130,820
CRA Source Deductions (Note 3)	58,288	58,288	59,644	59,644	59,644	59,644	60,999	60,999	60,999	60,999	60,999	62,355	62,355	784,856
Accounts payable (Corp)	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	5,650	73,450
Operating expenses & supplies	43,057	43,057	44,058	44,058	44,058	44,058	45,059	45,059	45,059	45,059	45,059	46,061	46,061	579,764
Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rent for Head Office	5,650	-	-	-	-	5,650	-	-	-	-	-	-	-	16,950
Professional Fees	11,300	11,300	11,300	11,300	11,300	11,300	11,300	11,300	11,300	11,300	11,300	11,300	11,300	146,900
EHT	16,000	-	-	-	16,000	-	-	-	17,500	-	-	-	-	49,500
Merchant Fees (Note 4)	8,073	8,073	8,261	8,261	8,261	8,261	8,449	8,449	8,449	8,449	8,449	8,636	8,636	108,706
HST Payment (Note 5)	-	80,000	-	-	-	-	100,000	-	-	-	100,000	-	-	280,000
Total Cash-out	454,797	513,147	959,492	442,826	458,326	448,476	552,505	971,024	470,005	458,155	552,505	982,556	462,184	7,726,503
Net Cash inflow (outflow)	89,062	30,712	(403,116)	113,550	97,550	107,900	16,387	(402,132)	98,887	110,737	16,387	(401,147)	119,225	(405,999)
Opening cash balance	565,600	654,662	685,374	282,258	395,808	493,357	601,257	617,644	215,512	314,399	425,136	441,523	40,376	565,600
Net Cash (Deficit)	89,062	30,712	(403,116)	113,550	97,550	107,900	16,387	(402,132)	98,887	110,737	16,387	(401,147)	119,225	(405,999)
Closing cash	654,662	685,374	282,258	395,808	493,357	601,257	617,644	215,512	314,399	425,136	441,523	40,376	159,601	159,601

Notes:

- 1 Salon revenue amounts have been based on operations during the week of March 7 and gradual increases thereon, approximately every 4 weeks.
- 2 Payroll has been estimated based on 57% of Salon Revenue.
- 3 Source deductions has been estimated based on 19% of payroll.
- 4 Merchant fees has been estimated based on 1.5% of salon revenue.
- 5 HST payments are based on management's best estimate.

CERTIFICATION

THE PURPOSE of this Statement of Projected Cash flow is to provide creditors with sufficient information to make an informed decision regarding the Proposal, and to fully disclose to the Trustee and the Official Receiver, the state of Conforti Holdings Limited's financial affairs. This Statement of Projected Cash flow is prepared pursuant to the requirements of sections 50.4(2)(a) and 50(6)(a) of the Bankruptcy and Insolvency Act and solely for that purpose. Dated this 21st day of March, 2022.

Peg Antonio Conforti: authorized representative

GROWE SOBERMAN INC.
Licensed Insolvency Trustee Acting in re: Proposal of Conforti Holdings Limited

Per: Hans Rizarr, CEA, CPA, LIT, CIRP

Creditor Mailing List

In the matter of the proposal of
CONFORTI HOLDINGS LIMITED
of the City of Markham, in the Regional Municipality of York
in the Province of Ontario

Creditor Type	Name	Attention	Address
Contingent	Green Lighting Energy c/o Morse Shannon LLP	Jerome R Morse	501-130 Richmond St W Toronto ON M5H 2L3 jmorse@morseshannon.com
	MoroccanOil, Inc.	Mark C. Riedel	c/o Conkle, Kremer & Engel PLC 3130 Wilshire Boulevard, Suite 500 Santa Monica, CA 90403-2351 USA m.riedel@conklelaw.com
Preferred	Brookfield Properties Canada Management LP		Brookfield Place store location PO Box 3920, Commerce Court Postal Station, Toronto ON M5L 1K1 bjones@blaney.com
	Ivanhoe Cambridge II Inc.	Charles Saint-Pierre	Conestoga - Unit # G9A c/o Ivanhoe Cambridge Inc. 95 Wellington St. W., Suite 600 Toronto ON M5J 2R2 Fax: (514) 841-7675 Charles.Saint-Pierre@ivanhoecambridge.com
	Ivanhoe Cambridge II Inc. & 7503067 Canada Inc.		Oshawa - Unit # 4006 c/o Ivanhoe Cambridge Inc. 95 Wellington St. W., Suite 600 Toronto ON M5J 2R2 Fax: (514) 841-7675 Charles.Saint-Pierre@ivanhoecambridge.com
	Ivanhoe Cambridge II Inc. & 7503067 Canada Inc.		Oshawa - Unit # 4076 Ivanhoe Cambridge Inc. 95 Wellington St. W., Suite 600 Toronto ON M5J 2R2 Fax: (514) 841-7675 Charles.Saint-Pierre@ivanhoecambridge.com
	Ivanhoe Cambridge II Inc. & 7503067 Canada Inc.	Charles Saint-Pierre	Oshawa - Unit # 2190 Ivanhoe Cambridge Inc. 95 Wellington St. W., Suite 600 Toronto ON M5J 2R2 Fax: (514) 841-7675 Charles.Saint-Pierre@ivanhoecambridge.com
	Ivanhoe Cambridge II Inc. & 7503067 Canada Inc.		Oshawa - Unit # 1100 Ivanhoe Cambridge Inc. 95 Wellington St. W., Suite 600 Toronto ON M5J 2R2 Fax: (514) 841-7675 Charles.Saint-Pierre@ivanhoecambridge.com
	Ivanhoe Cambridge II Inc. & 7503067 Canada Inc.		Oshawa - Unit # 2007 c/o Ivanhoe Cambridge Inc. 95 Wellington St. W., Suite 600 Toronto ON L1J 2K5 Fax: (514) 841-7675 Charles.Saint-Pierre@ivanhoecambridge.com

Creditor Mailing List

In the matter of the proposal of
CONFORTI HOLDINGS LIMITED
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Creditor Type	Name	Attention	Address
Preferred	OPB Realty Inc. c/o Blaney McMurtry LLP	Brendan Jones	Natural Solutions Pen Centre 1500-2 Queen St E Toronto ON M5C 3G5 Fax: (416) 593-5437 bjones@blaney.com
	OPB Realty Inc. c/o Blaney McMurtry LLP	Brendan Jones	Pen Centre 1500-2 Queen St E Toronto ON M5C 3G5 Fax: (416) 593-5437 bjones@blaney.com
	The Cadillac Fairview Corporation Limited	Allison Tortorice	Landlord 20 Queen St W Toronto ON M5H 3R4 allison.tortorice@cadillacfairview.com
Secured	Beauty Experts Inc.		General Security Agreement 7755 Warden Ave., Unit 2 Markham ON L3R 0N3
	Conforti, Antonio		Mortgage Holder 7755 Warden Avenue, Unit 2 Markham ON L3N 0N3
Unsecured	Alectra Utilities (formerly Enersource Hydro)		55 John St North Hamilton ON L8R 3M8 Fax: (905) 566-2737 collectionagency@horizonutilities.com
	All In One		227 Bunting Road, Unit C ST. CATHERINES ON L2M 3Y2 info@allinonecleaningsupply.ca
	Beauty Experts Inc.		General Security Agreement 7755 Warden Ave., Unit 2 Markham ON L3R 0N3
	Bell Canada F-88 - Business	Insolvency Department	1 Carrefour Alexandre-Graham-Bell, Aile E3 Verdun QC H3E 3B3 Fax: (514) 766-7326 insolv@bell.ca
	Bressler, Amery & Ross, P.C.		325 Columbia Turnpike Florham Park, NJ 07932 USA
	Brookfield Properties Canada Management LP		Brookfield Place store location PO Box 3920, Commerce Court Postal Station, Toronto ON M5L 1K1 bjones@blaney.com
	Canadian Linen & Uniform Service - Etobicoke, ON		24 Atomic Avenue Etobicoke ON M8Z 5L2 Fax: (416) 253-1748
	Canadian Springs		PO BOX 4514, STN A TORONTO ON M5W 4L7
	Carmelino Galessiere LLP	Linda Galessiere	Linda Galessiere 6 Adelaide St. East, Suite 220, Toronto ON M5C 1H6 Lgalessiere@cglegal.ca

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Creditor Type	Name	Attention	Address
Unsecured	Classique Nails Beauty Supply		3615 Weston Road, UNIT 3 TORONTO ON M9L 1V8 info@classiquesupply.com
	Cosmic Computer		20 Royal Shamrock Court, STOUFFVILLE ON L4A 0C9
	CRA - Tax - Ontario		126597194RP0001 Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (833) 697-2390
	Cushman & Wakefield Assest Services ULC	Joanne Rowsell Grein	Erin Mills Town Centre location 5100 Erinmills Parkway, Misssauga ON L5M 4Z5 Fax: (416) 955-0569 joanne.rowsell@cushwake.com
	Cushman & Wakefield Asset Services ULC		Pickering location Admin Office 1355 Kingston Road, Pickering ON L1V 1B8
	Cushman & Wakefield Asset Services ULC	Joanne Rowsell Grein	Pen Centre location 221 Glendale Ave, St. Catharines ON L2T 2K9 Fax: (416) 955-0569 joanne.rowsell@cushwake.com
	Darling Insurance		144 Queen St, Unit 4, P.O.BOX 1392, Lakefield ON K0L 2H0 Fax: (705) 651-8901 info@darlinginsurance.net
	Dermalogica Canada		70 University Ave, Suite 300 TORONTO ON M5J 2M4 info.ca@dermalogica.com
	Edge Mechanical		100 Saniford Road, UNIT 48 STOUFFVILLE ON L4A 7X5 service@edgemechanical.ca
	Ellectra		xxxxxxx Toronto ON
	Energy + Inc.	Pat Lemieux	47190-2/47187-0 PO BOX 1060 CAMBRIDGE ON N1R 5X6 customercare@energyplus.ca
	Ericco		xxxxxx Toronto ON
	Galleria Concourse Operations c/o Blaney McMurtry LLP	Brendant Jones	Galleria 1500-2 Queen St E Toronto ON M5C 3G5 Fax: (416) 893-5437 bjones@blaney.com
	Gardiner Roberts LLP	Michael Citak	Bay Adelaide Centre-East Tower, 22 Adelaide St W, Suite 3600 Toronto ON M5H 4E3 Fax: (416) 865-6636 mcitak@grllp.com

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Creditor Type	Name	Attention	Address
Unsecured	Good Linen Rental		145 Claireport Crest, ETOBICOKE ON M9W 6R6 Fax: (416) 674-0436 goodlinen@bellnet.ca
	Gowlings WLG	Clifton P. Prophet	Notice Only 100 King Street West, Suite 1600 Toronto ON M5X 1G5 clifton.prophet@gowlingwlg.com
	Green Lighting Energy c/o Morse Shannon LLP	Jerome R Morse	501-130 Richmond St W Toronto ON M5H 2L3 jmorse@morseshannon.com
	Hillcrest Mall Management Office		Hillcrest Mall location 9350 Yonge St, Suite205 Richmond Hill ON L4C 5G2 hillcrestguestservices@oxfordproperties.com
	Hunter Amenities International Limited.	Louis Vasconcelos	1205 Corporate Drive, Burlington ON L7L 5V5 lvasconcelos@hunteramenities.com
	ITB International Inc.		1233 Merritville HWY RR2 WELLAND ON L3B 5N5
	Ize Body Art		99-384 Yonge St, TORONTO ON M6B 1S8
	Joe's Mechanical		80 Baywood Crt, THORNHILL ON L3T 5W3
	KS SP Limited Partnership		Scotia Plaza location Scotia Plaza Property Mngmt Office, 40 King Street West, P1 Level, PO Box 101 Toronto ON M5H 3Y2 Fax: (416) 947-7654 jdaley@scotiaplaza.com
	Master Signs		1A-25 McIntyre Pl, KITCHENER ON N2R 1H1 info@mediagategroup.ca
	MesaLabs		500 Avenue Lepine, DORVAL QC H9P 2V6
	MIL ITF Bramalea City Centre c/o Morguard Investement Limited		Bramalea City Centre location Atteniont: Bramalea City Centre Admin Offiuce 25 Peel Centre Dr, UNIT 395B Brampton ON L6T 3R5
	Miller Thomson LLP - Toronto	Kevin D. Sherkin	Kevin D. Sherkin 40 King St. W., Suite 5800 Toronto ON M5H 4A9 Fax: (416) 595-8695 ksherkin@millerthomson.com
	Miller Thomson LLP - Vaughan	Bobby H. Sachdeva	Bobby H. Sachdeva 100 New Park Place, Suite 700 Vaughan ON L4K 0H9 Fax: (905) 660-0139 bsachdeva@millerthomson.com

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Creditor Type	Name	Attention	Address
Unsecured	Morguard REIT c/o Morguard Investement Limited		Cambridge Centre location Attention: Cambridge Centre Admin Office 355 Hespeler Road, Cambridge ON N1R 6B3 info@morguard.com
	Morguard REIT c/o Morguard Investment		Cambridge Location 355 Hespeler Rd Cambridge ON N1R 6B3 info@morguard.com
	Morguard REIT c/o Morguard Investments		Bramalea Location 800-55 City Centre Dr Mississauga ON L5B 1M3 elincz@morguard.com
	MoroccanOil, Inc.	Mark C. Riedel	c/o Conkle, Kremer & Engel PLC 3130 Wilshire Boulevard, Suite 500 Santa Monica, CA 90403-2351 USA m.riedel@conklelaw.com
	NataliI Products		1181 FINCH AVE WEST #8 TORONTO ON M3J 2V8 sales@nataliproductions.com
	Newmarket Hydro		590 Steven Court Newmarket ON L3Y 6Z2 Fax: (905) 895-8931 nmhydro@nmhydro.ca
	Nice, Jody	Jason Schmidt	SC20000005750000 26 Ontario St, Port Hope ON L1A 2T6 Fax: (365) 400-0019 jason@schmidtlegalservices.com
	Nutak Holdings Ltd.	Michael D Saccucci	74 Wellington Street East, Aurora ON L4G 1H8 Fax: (905) 780-8216 michael@nutakholdings.com
	Ontrea Inc.		Fairview Park location Administration Office 2960 Kingsway Dr, Kitchener ON N2C 1X1
	Ontrea Inc.		Sherway Gardens location 25 The West Mall PO Box 101, ETOBICOKE ON M9C 1B8
	Ontrea Inc.		Eaton Centre location 220 Yonge Street PO Box 511, Suite 110, Toronto ON M5B 2H1
	Ontrea Inc.		Markville Mall location Administration Office 5000 Highway 7, Markham ON L3R 4M9
	OPB Realty Inc. c/o Blaney McMurtry LLP	Brendan Jones	Natural Solutions Pen Centre 1500-2 Queen St E Toronto ON M5C 3G5 Fax: (416) 593-5437 bjones@blaney.com

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Unsecured	OPB Realty Inc. c/o Blaney McMurtry LLP	Brendan Jones	Pen Centre 1500-2 Queen St E Toronto ON M5C 3G5 Fax: (416) 593-5437 bjones@blaney.com
	OPGI Magement LP o/a Oxford ITF Square One		Square One location Mangement Office 100 City Centre Drive, Mississauga ON L5B 2C9
	Oshawa PUC Networks Inc.	Suzanne Neal	00051818-03 100 Simcoe Street South Oshawa ON L1H 7M7 Fax: (905) 743-5222
	Oshawa PUC Networks Inc.	Suzanne Neal	00051023-02 100 Simcoe Street South Oshawa ON L1H 7M7 Fax: (905) 743-5222
	Oshawa PUC Networks Inc.	Suzanne Neal	00051907-09 100 Simcoe Street South Oshawa ON L1H 7M7 Fax: (905) 743-5222
	Oshawa PUC Networks Inc.	Suzanne Neal	100 Simcoe Street South Oshawa ON L1H 7M7 Fax: (905) 743-5222
	Oxford Properties Group		Upper Canada Mall location Box 256, 17600 Yonge St Newmarket ON L3Y 4Z1 MRussell@oxfordproperties.com
	Phytoderm		68 Stinson St, ST-LAURENT QC H4N 2E7 headoffice@phytoderm.com
	Precision Property Management & Maintenance Inc.	Enza Figueira	Invoice 046 346 Wendron Crescent Mississauga ON L5R 3H3 Precision_PMM@outlook.com
	Premium Fire Protection		18 Huntington Cres, COURTICE ON L1E 3C7
	Primaris Magagement Inc.	Lee Murray	Stone Road location Primaris Reit 400 - 26 Wellington Street East Torono ON M5E 1S2 lmurray@primarisreit.com
	Promenade Limited Partnership		Promenade Mall location Admin Office, 1 Promenade Circle Thornhill ON L4J 4P8 leasing@promenade.ca
	Rio-Can Georgian Mall	Susanne Gill	Georgian Mall location-1006668 509 Bayfield St Barrie ON L4M 4Z8 sgill@riocan.com
	Rio-Can Georgian Mall	Suzanne Gill	Georgian Mall 1006758 509 Bayfield St Barrie ON L4M 4Z8 sgill@riocan.com

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Creditor Type	Name	Attention	Address
Unsecured	S & K Beauty Supplies	Rafat Sanam	615 Ave Josaphat-Demers Laval QC H7X3R3 refat@sandksupplies.com
	SafeGuard Security		1520 Lesperance Road Windsor ON N8N 1Y1 Fax: (519) 735-0599 info@safeguardyourself.ca
	Scarborough Town Centre Holdings Inc.		Scarborough Town Centre location 300 Borough Dr, Suite 230 Scarborough ON M1P 4P5
	Select Plumbing & Heating Inc.		PO BOX 10011 RPO Watline, MISSISSAUGA ON L4Z 4G5 selectplumbing@sympatico.ca
	Spavaro Inc.		5496 Gorvan Dr, MISSISSAUGA ON L4W 3E8 Fax: (905) 624-8186 kathleen@spavaro.com
	TD Canada Trust C/O FCT Default Solutions		1025-400842 PO Box 2514, Station B London ON N6A 4G9 Fax: (647) 439-1419 dsinsolvency@collectlink.com
	Tex Euro Industrial Sales		530 Keele St, UNIT 307 TORONTO ON M6N 3C9 shakira@tex-euro.com
	The Cadillac Fairview Corporation Limited		TD Centre location Toronto-Dominion Centre, 66 Wellington St West, Suite3800, PO BOX 2, Toronto ON M2J 5A7
	The Cadillac Fairview Corporation Limited	Ellen Williamson	T0002302/T0002405/T0002000/T0002 20 Queen St W, 5th floor Toronto ON M5H 3R3 Fax: (416) 598-8607
	The Cadillac Fairview Corporation Limited	Allison Tortorice	Landlord 20 Queen St W Toronto ON M5H 3R4 allison.tortorice@cadillacfairview.com
	The Cadillace Fairview Corporation Limited		T0002405/Fairview Mall location 1800 Sheppard Ave, East, SUITE 330, PO BOX 53 Toronto ON M2J 5A7 Fax: (416) 491-3956
	The Printing House Ltd.	Marynna	602644 1403 Bathurst Street Toronto ON M5R 3H8 Fax: (416) 536-3283
	Torys LLP	Mr. David Bish	79 Wellington St. W, 30th Floor, Box 270, TD South Tower Toronto ON M5K 1N2 Fax: (416) 865-7380 dbish@torys.com

Creditor Mailing List

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CONFORTI HOLDINGS LIMITED
of the City of Markham, in the Regional Municipality of York
in the Province of Ontario

Creditor Type	Name	Attention	Address
Unsecured	V-P Conveyancing		19 Hoddle Cres, KITCHENER ON N2N 2N2 Fax: (519) 570-3852
	Venus Beauty Supplies		7400 Pacific Circles, MISSISSAUGA ON L5T 2A4 Fax: (905) 564-0408
	Wahl Canada Inc.		165 Riviera Dr Markham ON L3R 5J6 Fax: (905) 477-6163 info@wahlcanada.com
	Waterlogic Canada		87 Sharer Road, Woodbridge ON L4L 8Z3
	Waterloo North Hydro Inc. - Credit Services	Jim Forler	490707-3000818 PO Box 640 526 Country Squire Rd Waterloo ON N2J 4A3 Fax: (519) 746-0133 creditservices@wnhydro.com

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2675583
Estate No. 31-2675583

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

In the matter of the proposal of
CONFORTI HOLDINGS LIMITED
of the City of Markham, in the Regional Municipality of York
in the Province of Ontario

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

In the matter of the proposal of CONFORTI HOLDINGS LIMITED of the City of Markham in the Province of Ontario and the claim of _____, creditor.
I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

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

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

3. That the debtor was, at the date of proposal, namely the 28th day of September 2020, 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.)

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FORM 31 --- Concluded
In the matter of the proposal of
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- ☐ 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.

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

In the matter of the proposal of
CONFORTI HOLDINGS LIMITED
of the City of Markham, in the Regional Municipality of York
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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:

Crowe Soberman Inc., LIT - Licensed Insolvency Trustee

2 St. Clair Ave East, Suite 1100
Toronto ON M4T 2T5
Fax: (416) 929-2555
E-mail: Frances.Doria@CroweSoberman.com

District of: Ontario
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FORM 37

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

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CONFORTI HOLDINGS LIMITED
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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
CONFORTI HOLDINGS LIMITED, to record my vote _____ (for or against) the acceptance of the
proposal as made on the 12th day of March 2021.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____

Name and Title of Signing Officer

Return To:

Crowe Soberman Inc., LIT - Licensed Insolvency Trustee

Per:

Hans Rizarri, LIT, CIRP - Licensed Insolvency Trustee
2 St. Clair Ave East, Suite 1100
Toronto ON M4T 2T5
Fax: (416) 929-2555
E-mail: Frances.Doria@CroweSoberman.com