



Crowe Soberman Inc.

Crowe Soberman Inc.
Licensed Insolvency Trustee
Member Crowe Global

2 St. Clair Avenue East, Suite
Toronto, ON M4T 2T5
416 929 2500
416 929 2555 Fax
1 877 929 2501 Toll Free
www.crowesobermaninc.com

Estate File #: 32-2701357

TO THE CREDITORS OF UNIQUE RESTORATION LTD.

Please be advised that the above mentioned has filed a Proposal under Part III Division 1 of the ***Bankruptcy and Insolvency Act***, with the Official Receiver on May 4, 2021. To assist creditors in determining their position on the Proposal and to provide them with the information required in accordance with the ***Bankruptcy and Insolvency Act***, the following is enclosed:

1. Notice to Creditors of Proposal and of the First Meeting of Creditors to be held:

Date: May 20, 2021

Time: 2:00 P.M.

Place: Via Telephone Conference
Call in #: 437-703-4645
Conference ID: 321700065#
2. Trustee's Initial Report to Creditors on the Proposal
3. The Proposal
4. Statement of Affairs
5. Statement of Projected Cash Flow
6. Proof of Claim
7. General Proxy
8. Voting Letter
9. Notice of Stay of Proceedings

If there are any questions regarding this Proposal or the procedures to be followed, please feel free to contact our office at (416) 929-2500.

Dated at the City of Toronto, in the Province of Ontario, this 7th day of May, 2021.

CROWE SOBERMAN INC.,
Licensed Insolvency Trustee
acting in re the Proposal of
UNIQUE RESTORATION LTD.



Crowe Soberman Inc.

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

Crowe Soberman Inc.
Licensed Insolvency Trustee
Member Crowe Global

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

In the matter of the proposal of
UNIQUE RESTORATION LTD.
of the City of Mississauga, in the Regional Municipality of Peel
in the Province of Ontario

Take notice that UNIQUE RESTORATION LTD. of the City of Mississauga in the Province of Ontario has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

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

A general meeting of the creditors will be held on the 20th day of May 2021 at 2:00 PM at via telephone conference 437-703-4645; Conference ID 321700065#.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dated at the City of Toronto in the Province of Ontario, this 7th day of May 2021.

Crowe Soberman Inc., LIT - Licensed Insolvency Trustee

2 St. Clair Ave East, Suite 1100
Toronto ON M4T 2T5
Phone: (416) 929-2500 Fax: (416) 929-2555

FORM 92 --- Continued

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
407 ETR Express Toll Route Marion Richardson/Collections	6300 Steeles Ave W Woodbridge ON L4H 1J1	094 113 124	14,714.30
A-1 Window Mfg Ltd	Unit 1-8038 Glenwood Dr Burnaby BC V3N 5E9		31,290.00
Aaron Cole Excavating Ltd	658 Rason Rd Victoria BC V9B 6C6		2,909.90
Acacia Landscape Inc	PO Box 5299 Victoria BC V8R 6N4		890.33
ACT Concrete Placing & Finishing Ltd.	18-755 Vanalman Avenue Victoria BC V8Z 3B8		3,236.21
ADT Security Services Canada Inc. Accounts Receivable	615 18th Street SE Calgary AB T2E 6J5		593.63
Advantage Consulting & Restoration Contracting	1-1270 Finch Ave W North York ON M3J 3J7		326.01
Advantage Electric Services Ltd	14020 Argyll Rd Georgetown ON L7G 5T7		1,506.19
AJW Engineering	17-378 Mayfield Rd Brampton ON L6Z 0E3		3,107.50
Alectra Utilities (formerly Enersource Hydro)	55 John St North Hamilton ON L8R 3M8		1,475.17
Allstream	PO Box 4622 Stn A Toronto ON M5W 0J9		2,353.74
American Express c/o FCT Default Solutions Insolvency Department	PO Box 2514, Stn B London ON N6A 4G9		109,058.47
AMR Barristers & Solicitors LLP Dean Melamed	300-145 Wellington St W Toronto ON M5J 1H8		11,572.10
Angel Answering Service	12-1730 Broadway St Port Coquitlam BC V3C 2M8		6,063.75
Apex Steel & Gas Ltd	534 David St Victoria BC V8T 2C8		1,369.20
Avizha Business Solutions Ltd	44 Fairholme Ave North York ON M6B 2W6		339.00

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
BC Hydro & Power Authority Credit Admin	333 Dunsmuir St, 11th floor Vancouver BC V6B 5R3		1,155.84
Blok-Lok Ltd	12 Ashbridge Cir Woodbridge ON L4L 3R5		411.34
BMO Financial Group c/o BankruptcyHighway.com Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2		70,338.56
Britco Boxx Limited Partnership	1000-44-2nd Ave SW Calgary AB T2P 5E9		767.37
Brock White Canada Company LLC	Lockbox V7198C-PO Box 7198 Station Terminal Vancouver BC V6B 4E2		2,487.91
Building & Concrete Restoration Assoc	10 Lawton Ave Toronto ON M4V 1Z4		1,073.50
Can Mar Contracting Limited	169 City View Dr Toronto ON M9W 5B1		145,000.00
Capilano Glass & Screens Ltd	1607 Marine Dr North Vancouver BC V7P 1V1		800.75
Castle Precast Ltd	1230 Matheson Blvd E Mississauga ON L4W 1R2		3,983.25
Caven, Chris	XXXXX Toronto ON		55,000.00
City of Mississauga Revenue Collections	4th Floor 300 City Centre Drive Mississauga ON L5B 3C1	8BRMU0NU	20,847.69
CMD Group	PO Box 46010 St A Toronto ON M5W 4K9		473.75
Coho Communications Ltd	947 Walfred Rd Victoria BC V9C 2P3		780.68
Columbia Fire & Safety Ltd	1-410 Garbally Rd Victoria BC V8T 2K1		517.28
Computer Master	37-3100 Ridgeway Dr Mississuga ON L5L 5M5		5,298.05
Constructconnect Canada Inc	Lockbox T09510C, PO Box 9510 Stn A Toronto ON M5W 2K3		470.46

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Construction Distribution & Supply	3-300 Confederation Pkwy Concord ON L4K 4T8		2,187.14
Convoy Supply Ltd. Ayaz Velji	8183 130th Street Surrey BC V3W 7X4		3,912.78
D & F Equipment and Construction	8301 Jane St Concord ON L4K 5P3		1,500,000.00
Earthscapes Land Design & Build Inc.	634 DSrwent Way Delta BC V3M 5P8		91,397.06
Ellice Recycle Ltd	343-A Bay St Victoria BC V8T 1P5		3,363.15
Enbridge Gas Distribution - Ontario Back Office Collections Department	3401 Schmon Pkwy, PO Box 1051 Thorold ON L2V 5A8	132145417021	9,423.22
Envirosystems Incorporated	11 Brown Ave Dartmouth NB B3B 1Z7		26,989.10
Etobicoke Building Supplies	25 Jutland Rd ETOBICOKE ON M8Z 2G6		4,009.75
Euroseal Contracting Ltd	21-6110 138 St Surrey BC V3X 3V6		26,620.60
Faria Developments Ltd	11046 Westminster Hwy Richmond BC V6X 1B3		41,933.91
Ferrari & Associates Insurance	20-7675 Highway 27 Vaughan ON L4L 4M5		2,157.00
Ferro Canada Inc	8999 Concession Rd 5 Uxbridge ON L9P 1R1		471,562.67
First Response Glass	2-4217 Glanford Ave Victoria BC V8Z 4B9		296.18
Fortis BC Energy Inc. - Natural Gas Collection Department	PO Box 6666, Station Terminal Vancouver BC V6B 6M9		1,038.87
Gillis, Derek	XXXX Toronto ON		15,000.00
Gold Tan Sunset Spa Julie Baker	3476 Glen Erin Dr Mississauga ON L5L 3R4		60,000.00

FORM 92 — Continued

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Green for Life Environmental	1045 Dunford Ave Victoria BC V9B 2S4		444.97
Green Point Mechanical	22B-115 Woodstream Blvd Vaughan ON L4L 7Y6		8,891.05
Griff Building Supplies Ltd.	340 Ewen Avenue New Westminster BC V3M 5B1		2,839.49
H2X Contracting Ltd	4705 Kevere Rd Victoria BC V9C 4G1		3,854.97
Hamza Demolition & Disposal Ltd	11640 Aztec St Richmond BC V6X 1H8		4,996.74
HD Supply Canada Inc	100 Galcat Dr Vaughan ON L4L 0B9		325.11
Hicks Morley Hamilton Stewart Storie LLP	39 Fl-77 King St W, TD Tower Box 371 Toronto ON M5K 1K8		848.07
Hilti Canada Corporation	2360 Meadowpine Boul Mississauga ON L5N 6S2		21,551.12
Home Depot c/o Citi Cards Canada (Acct 603529)	PO Box 2052, Stn B Mississauga ON L4Y 0B4		19,942.40
Hooy Remus LLP	210-330 Bay St Toronto ON M5H 2S8		12,004.46
Houle Electric Limited	5050 North Fraser Way Burnaby BC V5J 0H1		3,969.06
Humberview Motors Incorporated	3200 Bloor St W Toronto ON M8X 1E1		2,374.92
Insul-Twin Systems Ltd	1-1973 McLean Ave Port Coquitlam BC V3C 1N1		285,684.35
Island Applicators Ltd	6745 Eakin Dr Sooke BC V9Z 0V5		13,310.41
Jamac Sales and Distribution Ltd	141 Don Park Rd Markham ON L3R 1C2		105,643.00
Joyce Group Services Inc	100-1741 Boudary Rd Vancouver BC V5M 3Y7		1,066.80
Klassen Building Supplies	104-14620 64th Ave Surrey BC V3S 1X7		12,487.79

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
KMS Tool and Equipment Ltd.	110 Woolridge St Coquitlam BC V3K 5V4		252.22
Koster American Corporation	2585 Aviator Dr Virginia Beach VA 23453 USA		4,021.50
Lait Rait	XXXXX Toronto ON		40,000.00
Linda M Draav CPA CMA	XXXXX Toronto ON		610.20
Lionsgate Scaffolding Ltd	8601 Main St Vancouver BC V5X 0E6		114,342.87
M. Griffin Ltd Cheryl	Unit 120-2333 Government St Victoria BC V8T 4P4		6,450.15
Mahar, Joanne	XXXXX Toronto ON		90,000.00
Mazzei Electric Ltd	10-1850 Northfield Rd Nanaimo BC V9S 3B3		660.05
McFloat Service Inc	1379 Lewisham Dr Mississauga ON L5J 3R1		1,356.00
McIntosh Perry	200-6240 Highway 7 Woodbridge ON L4H 4G3		950.91
McMillan LLP - Toronto Ginger Drew	4400-181 Bay St Toronto ON M5J 2T7		28,929.11
Menzies Metal Products	19370-60th Ave Surrey BC V3S 3M2		7,586.03
Metal Supermarkets - BC	3-20059 92A Avenue Langley BC V1M 3A5		2,827.22
Metro Testing Laboratories Ltd	6991 Curragh Ave Burnaby BC V5J 4V6		12,046.86
Mitchell Sandham	103-1375 Norfth Service Rd E Oakville ON L6H 1A7		4,188.48
Momentum Engineering Management Inc	100-400 Applewood Cres Vaughan ON L4K 0C3		3,672.50
Natures Call	177 Creditstone Rd Concord ON L4K 1N5		2,534.64

FORM 92 -- Continued

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Northwest Scaffolding	3516 Sparrowhawk Ave Victoria BC V9C 0L8		793,686.42
Novoclad Systems Inc.	Unit B2-1590 Dundas St E Mississauga ON L4X 2Z2		14,421.15
Office Team	PO Box 57349 Stn A Toronto ON M5W 5M5	T57349C	8,338.30
Optimal Roofing Systems inc.	3278-240th St Langley BC V2Z 2J3		48,473.36
Pacific Restorations	5881 Beresford St Burnaby BC V5J 1K1		156,663.45
Parker Johnston Industries Ltd	6791 Oldfield Rd Saanichton BC V6M 2A2		47,503.28
Passaglia Concrete Restoration & Repair Ltd William A. McLachlan, B & S	McLachlan Brown Anderson 10th Flr. - 938 Howe Street Vancouver BC V6Z 1N9	Passaglia Concrete Restoration	348,629.89
Pella Western Canada	29-3900 106th Ave SE Calgary AB T2C 5B6		7,309.05
Pitney Bowes Canada Ltd. c/o BankruptcyHighway.com Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2		677.38
PJ Partners	205-3380 South Service Rd Burlington ON L7N 3J5		21,187.50
Powerplay Electric Ltd	386 Beachview Dr North Vancouver BC V7G 1P6		12,048.75
PPG AC Canada Inc	PO Box 46080 Stn A Toronto ON M5W 4K9		799.83
Praxair Distribution	PO Box 400 Stn D Scarborough ON M1R 5M1		544.92
Prime Coatings Ltd	995 West 3rd St North Vancouver BC V7P 1E4		172,562.13
Purolator Courier Limited Ortie Nesci	5995 Avebury Rd. 3rd Flr. Mississauga ON L5R 3T8		2,549.76
Rai, Lait	XXXX Toronto ON		40,000.00

FORM 92 -- Continued

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Rapid Equipment Rental Limited	Unit 2-5 St Regis Cres N Toronto ON M3J 1Y9		8,222.44
RBC Special Loans Robert Fick	200 Bay Street Toronto ON M5J 2W7	SRF 758692933	3,567,585.57
Read Jones Christoffersen Ltd	220-645 Tyee Rd Victoria BC V9A 6X5		570.68
Regal Windows & Doors Systems Inc.	177 Drumlin Circle Concord ON L4K 3E7		51,563.41
Region of Peel - Water Department Water Department	10 Peel Centre Drive Brampton ON L6T 4B9		1,330.77
Richard, Jeff	XXXXX Toronto ON		41,253.70
Rogers	PO Box 9100 Don Mills ON M3C 3P9		4,432.43
Rona Inc /Dick's Lumber	2580 Gilmore Ave Burnaby BC V5C 4T5		8,413.47
Roofmart Pacific Ltd	8321-132nd St Surrey BC V3W 4N6		1,134.39
Royal Disposal & Contracting Services	16 Westacres Dr Toronto ON M6M 2B8		4,237.73
Scafoam Canada Inc. Carol Deganis	19 Delta Park Blvd Brampton ON L6T 5E7		72,571.38
Scotia Tire & Alignment Services Limited	5960 Atlantic Dr Mississauga ON L4W 1N6		649.74
SDI Supplies Ltd	4935 Steeles Ave W Toronto ON M9L 1R4		4,419.73
Shaun LeBlanc	XXXX Toronto ON		120,000.00
Spider Staging Canada ULC	Unit 160-13571 Verdun Pl Richmond BC V6V 1W5		41,391.53
SS Laser Tech Ltd	2115-13560 Maycrest Way Richmond BC V6V 2W9		598.53

FORM 92 — Continued

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Summerhill Kitchens	880 Van Isle Way Victoria BC V9B 5R8		357.20
Super Save Disposal Inc	19395 Langley Bypass Surrey BC V3S 6K1		2,144.69
Super Save Fence Rentals Inc	19395 Langley Bypass Surrey BC V3S 6K1		999.92
Super Save Toilet Rentals Inc	19395 Langley Bypass Surrey BC V3S 6K1		2,283.88
Suspended Stages Inc	6989 Merritt Ave Burnaby BC V5J 4R7		66,769.85
Tag Equipment	Unit 24-60 Innovator Ave Stouffville ON L4A 0Y2		3,141.40
Telus Residential/Business Services Rick Wan	3rd Fl - 4519 Canada Way Burnaby BC V5G 4S4		966.61
The Sherwin-Williams Company - District Office Ernie Thibodeau	170 Brunel Rd., Unit A Mississauga ON L4Z 1T5		370.03
Tri-M Plumbing-Drainage Inc	3156-585 Seaborne Ave Port Coquitlam BC V3B 0M3		358.31
United Rentals	115, Ardelt Avenue Kitchener ON N2C 2E1		14,649.40
Vector Corrosion Technologies Ltd	208-669 Ridley Pl Delta BC V3M 6Y9		817.54
Vetro Installs Ltd	820 Dublin St New Westminster BC V3M 2Y6		17,972.85
Victoria Deck Ltd	512 William St Victoria BC V9A 3Y9		19,241.25
Visa	XXXXX Toronto ON		47,819.61
Wallace Industrial Services	341A John St Victoria BC V8T 1T2		1,628.40
West Bay Mechanical Ltd	584 Ledsham Rd Victoria BC V9X 1J8		30,915.67

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Whiteplace Painting & Decorating Ltd	Unit 5-315 Steelcase Rd Markham ON L3R 2R5		47,475.26
Workplace Medical Corp	130 Wilson St Hamilton ON L8R 1E2		900.00
Zurich Insurance James O'Connor	BCGG Claim Services 8333 Eastlake Drive, Suite 101 Burnaby BC V5A 4W2	Star Windows Ltd. Bond	938,808.44
Total			10,382,157.79



Crowe Soberman Inc.

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Licensed Insolvency Trustee
Member Crowe Global

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Estate File No. 32-2701357

TRUSTEE'S INITIAL REPORT ON PROPOSAL TO CREDITORS

A formal Proposal under Division I, Part III of the Bankruptcy and Insolvency Act is a legal procedure whereby a Debtor makes an offer to his creditors to settle and compromise debt. Creditors vote on the proposal and if 2/3 in dollars, and 1/2 in number accept it, and if the Court then ratifies it, it becomes binding on all unsecured creditors and on those classes of secured creditors having voted for it.

Before the Proposal is made, the Trustee assesses the financial situation of the Debtor. The Trustee reports its findings to creditors so that they may be better informed in making their decision on accepting or rejecting the Proposal. If the unsecured creditors reject the Proposal, the Debtor automatically becomes bankrupt.

Section A – Summary of Proposal

Unique Restoration Ltd. (the “Debtor” or the “Company”) has offered a Proposal to its creditors on May 4, 2021 which will be funded from the net realization from proceeds from a lawsuit, referred to herein as the **“Starlight Litigation”**.

However, if the Proposal is not approved by creditors, the Debtor will be deemed bankrupt. In a bankruptcy, the Trustee will be handicapped to continue the litigation due to limited funds available in a bankrupt estate.

Consequently, the Proposal appears to be more beneficial to creditors as it currently has legal fee funding in place, and if there is a successful outcome to the litigation, funds will be available to creditors.

Section B -Background and Reasons for Insolvency

The Proposal Trustee understands that around March, 2020, the Debtor ceased its day-to-day operations as a building restoration and construction company operating within the Provinces of Ontario and British Columbia. As of January 4, 2021, the date of the Debtor filing its Notice of Intention to Make a Proposal, the Debtor had no current ongoing restoration projects. The Debtor’s sales revenue, gross profit and income from operations declined in the past few years.

The Proposal Trustee has previously provided two reports to the Court dated February 1, 2021 and March 13, 2021 which will provide additional information on the Company, as well as the Court proceedings before the filing of the Company's Proposal. The reports and additional information can be viewed on the Proposal Trustee's website link:

<https://www.crowesobermaninc.com/insolvency/insolvency-cases/unique-restoration-ltd/>

Section C -The Starlight Litigation

In September, 2018, IMH 415 & 435 Michigan Apartments Ltd., IMH Pool XIV LP and IMH GP XIV Ltd. ("Plaintiffs") filed a Notice of Civil Claim against the Debtor and other parties in the Supreme Court of British Columbia, Vancouver Registry. Based on the motion materials, the litigation relates to properties located on Michigan Avenue in the City of Victoria ("Michigan Properties"). The Motion states that Starlight Group Property Holdings Inc. ("Starlight"), as the asset manager for the owners of the Michigan Properties, entered into a contract with the Debtor to perform building envelope work ("Building Envelope Contract") for the Michigan Properties (hereinafter referred to as the "Starlight Litigation").

The Trustee understands that, because of various complications that arose in connection with the Building Envelope Contract, including a stop work order issued by WorkSafe BC, ongoing costs and delays took place. As a result, litigation was commenced by Starlight against the Debtor and other parties engaged to perform work on the Michigan Properties. Starlight is claiming damages relating to the Building Envelope Contract, including, breach of contract and negligence resulting from unsafe levels of asbestos fibers and other hazardous substances with the Michigan Properties.

Amount Claimed by the Company

The Company filed a counter claim against Starlight claiming that the Company is entitled to a lien on the Michigan Properties pursuant to the *Builders Lien Act* for unpaid invoices of approximately \$2,255,000.00, plus interest.

Legal Fees and Success Fee Funding

Creditors should note that currently the litigation legal fees are being funded by the Directors of the Company. The Debtor's counsel has agreed to work at a discounted rate to assist the Company and its Creditors, but, in the event of a successful outcome of the Starlight Litigation for the Debtor, the Debtor's Counsel shall be entitled to a success fee equal to the greater of (a) 20% of the gross proceeds of any recovery, and (b) an adjusted hourly rate of \$350 per hour for all docketed time spent working on the Starlight Litigation.

To assist the Creditors in understanding the details of the Starlight Litigation, we have posted the litigation materials on our website (see above website link).

Section D – Assets and Appointment of Receiver

Royal Bank of Canada (“RBC”) holds various securities on the assets of the Company, including i) a collateral charge/mortgage on the real property known municipally as 1220 Matheson Boulevard East, Mississauga, Ontario (“Property”); ii) a General Security Agreement; and iii) a first Registered General Assignment of rents.

On February 3, 2021, a Court Order was granted whereby RBC appointed The Fuller Landau Group Inc. as Receiver, of certain of the assets, undertakings and properties of the Company. The Receiver’s activities on the Property, as outlined in the Order, included taking possession, changing the locks, notifying the insurance company to be named as loss payee and additional named insured, engaging an environmental firm for a Phase 1 environmental report and maintaining the utility charges.

It should be noted that the Order appointing the Receiver specifies that RBC’s security does not include the proceeds from the Starlight Litigation, subject to the Court expanding the mandate of the Receiver to include the proceeds.

The Trustee understands that the Property has the following encumbrances:

- i) outstanding property taxes of approximately \$67,000.00;
- ii) a first mortgage in favour of RBC in the amount of approximately \$3,700,000.00; and
- iii) a second mortgage in favour of Claudio and Rosanna Bevilacqua, in the amount of approximately \$1,200,000.00 to \$1,300,000.00.

The Receiver engaged a real estate agent on or around March 18, 2021 and listed the property on MLS # W5161386. The following is a link for the Property listing:
<https://www.realtor.ca/real-estate/22961703/1220-matheson-blvd-e-mississauga-northeast>

The Receiver has now accepted an offer to purchase the Property with a closing date scheduled for the end of June, 2021. The Receiver’s Court motion to approve the sale is posted on the Proposal Trustee’s website. The sale price of the Property is unavailable to the public as it has been sealed in confidential appendices. However, after the sale closes, the Receiver will provide a statement of receipts and disbursements.

Section E – Recovery under Proposal vs. Bankruptcy

	<u>Bankruptcy</u>	<u>Proposal</u>
Starlight Litigation	Unknown	Unknown
Less: Estimated Proposal Trustee’s Fees, Legal Fees and Disbursements, plus HST	Unknown	Unknown
Total available for creditors	Unknown	Unknown

Percentage Recovery, based on declared debts of \$10,383,743.77, is unknown at this time.

Creditors should note that we have been advised by the shareholders/directors of the Company that they have shareholders’ loans of approximately \$2,000,000.00 that they will waive if the Proposal is accepted.

Section F – Preferences and Transfers Undervalue

Preferences and transfers under value are specified transactions which a Trustee in Bankruptcy may attack and possibly reverse, if inequitable or contrary to statute. The Proposal provides that if any of these transactions are discovered, they may be attacked pursuant to the *Bankruptcy and Insolvency Act*.

Section G– Independence and Previous Dealings with Debtor

Prior to the initial contact, Crowe Soberman Inc. and our parent accounting firm, Crowe Soberman LLP, have had no dealings of whatsoever nature with the Debtor.

Section H – Fees and Costs of Administration

The Trustee has devoted the necessary time, effort, and resources to the preparation of this Proposal and an analysis of the underlying issues.

Reference is made to Paragraph 7.3 of the Proposal with respect to the Proposal Trustee’s Fees. All proceeds, if any, that the Debtor obtains as a result of the Starlight Litigation will be used to fund the Proposal Trustee’s Fees. The costs of administration will include the Proposal Trustee’s Fees, Legal Fees and disbursements incurred by the Trustee in its administration of the Proposal.

The Proposal Trustee has received a retainer from the Directors of the Company towards its fees.

Section I– Administration and Other Matters

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 and Voting Letter by, email: sheila.potts@crowesoberman.com, mail or fax (416-929-2555) **to be received prior to the meeting**. Claims for dividend purposes can be accepted after the meeting, however Voting Letters cannot.

Should you have any questions, please feel free to contact the undersigned our office at 416-929-5000.

Dated at the City of Toronto, in the Province of Ontario, this 7th day of May, 2021.

CROWE SOBERMAN INC.
Licensed Insolvency Trustee
acting in re: the Proposal of
UNIQUE RESTORATION LTD., a debtor



Per: Hans Rizarri, LIT, 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
UNIQUE RESTORATION LTD.
PROPOSAL

Unique Restoration Ltd., (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 or any Related Party that may be made in whole or in part against the Debtor or any property or assets of the Debtor or any Related Party, 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) **“Court”** means the Ontario Superior Court of Justice (in Bankruptcy and Insolvency);

- (j) “**Creditor**” means any Person, having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
- (k) “**Creditors’ Meeting**” means any meeting of the Unsecured Creditor called for the purpose of considering and voting on the Proposal;
- (l) “**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;
- (m) “**Court Approval Date**” means the date on which the Court finally and conclusively approves this Proposal;
- (n) “**Debtor**” means Unique Restoration Ltd.;
- (o) “**Debtor’s Counsel**” means Rory McGovern of Rory McGovern PC;
- (p) “**Director**” and “**Officer**”) means any person or persons who are, have previously been, or in 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 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;
- (q) “**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;
- (r) “**Employment Insurance Act**” means the *Employment Insurance Act*, S.C. 1996, c. 23, as amended;
- (s) “**Filing Date**” means the date on which the Debtor filed its Notice of Intention to make a Proposal, which date is January 4, 2021;

- (t) **“Implementation Date”** means the date upon which the conditions set forth in Article 10.4 of this Proposal have been satisfied;
- (u) **“Income Tax Act”** means the *Income Tax Act*, R.S.C. 1985, c.1(5th Supp), as amended;
- (v) **“Inspectors”** means one or more inspectors appointed pursuant to the Act, as provided for in the Proposal;
- (w) **“Legal Fees”** shall have the meaning given to it in Section 7.1 of this Proposal;
- (x) **“Official Receiver”** shall have the meaning ascribed thereto in the Act;
- (y) **“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;
- (z) **“Preferred Creditors”** means Creditors with Proven Unsecured Claims which 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 of the Employment Insurance Act that refers 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;

- (aa) **“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;
- (bb) **“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;
- (cc) **“Proposal”** means this Proposal dated April 30, 2021 made pursuant to the Act, as further amended or supplemented from time to time;
- (dd) **“Proposal Trustee”** or **“Trustee”** means Crowe Soberman Inc.;
- (ee) **“Proposal Trustee’s Fees”** shall have the meaning given to it in Section 7.1 of this Proposal;
- (ff) **“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;
- (gg) **“Related Parties”** means affiliates, related entities and/or partnerships, shareholders, partners, limited partners, members, employees, officers, directors, spouses of directors, agents, heirs, administrators, executors, trustees, beneficiaries, predecessors, successors and assigns of the Debtor;

- (hh) **“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;
- (ii) **“Ultimate Proposal”** means the amended Proposal to be filed by the Debtor, which is expected to be filed after all of the Debtor’s existing salons are allowed to re-open under the Government of Ontario’s COVID-19 orders;
- (jj) **“Unsecured Creditors”** means, collectively, the Creditors who are not Secured Creditors; and
- (kk) **“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 all claims against Directors and their Related Parties, 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, its counsel and the Debtor's Counsel 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 and the Debtor's Counsel 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 the 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(z) (i) shall be paid immediately after the Court Approval Date and the amount referred to in Article 1.1(z) (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.

3.6 Employee Claim

Prior to the Debtor's filing of the Notice of Intention under Section 50.4 of the *Bankruptcy and Insolvency Act*, there was a Claim brought by a former employee of the Debtor (the "**Employee Claim**"). The Employee Claim was referred to the Ontario Ministry of Labour and the Directors of the Debtor are required to settle same in the amount of \$13,200.00. In the event that there are any proceeds of recovery in connection with the Starlight Litigation, as defined in Section 7.1 herein, the Directors of the Debtor shall be entitled to be reimbursed for any amounts provided to settle the Employee Claim in priority to all other Claims of the Debtor's Creditors with the exception of the Legal Fees.

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 which 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 his 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

The Debtor has substantially ceased the operation of its regular business and its only physical asset of any value, the building located at 1220 Matheson Blvd. in Mississauga, Ontario, is subject to claims of Secured Creditors and Preferred Creditors. As such, the Debtor does not have any liquid assets to distribute to Unsecured Creditors at this time.

As set out in the Debtor's motion materials in connection with the motions to extend the stay of proceedings dated February 3, 2021 and March 17, 2021, the Debtor's only remaining asset that may produce any recovery for the Debtor's Creditors is the litigation bearing British Columbia Court File Number S-189965 (the "**Starlight Litigation**").

The current value of the Debtor's claim in connection with the Starlight Litigation is approximately \$2.3 million, plus interest. The Debtor is seeking to amend its Counterclaim in the Starlight Litigation to increase the claimed damages. The application in respect of the Debtor's motion to amend its counterclaim will not be heard by a court in British Columbia until May 13, 2021 or such other date as may be available.

The Debtor has actively taken steps to prosecute its claims in connection with the Starlight Litigation in order to fund the within proposal to the Debtor's Creditors. At the present time, the trial of the Starlight Litigation is scheduled to commence on January 24, 2022, with discoveries expected to take place in the summer of 2021.

7.2 Funding of the Starlight Litigation

The Starlight Litigation is being funded by the Directors of the Debtor for the benefit of the Debtor's Creditors and to try and achieve an orderly wind down of the Debtor's business. The Debtor has appointed the Debtor's Counsel, as its counsel in respect of the Starlight Litigation. The Debtor's Counsel has agreed to work at a discounted rate to assist the Debtor and its Creditors but, in the event of a successful outcome of the Starlight Litigation for the Debtor, the Debtor's Counsel shall be entitled to a success fee equal to the greater of (a) 20% of the gross proceeds of any recovery, and (b) an adjusted hourly rate of \$350 per hour for all docketed time spent working on the Starlight Litigation (the "**Legal Fees**").

7.3 Distribution of Proceeds from Starlight Litigation

All proceeds, if any, that the Debtor obtains as a result of any settlement or final determination of the Starlight Litigation by a court will be used to fund the within proposal to the Debtor's Creditors. The proceeds of recovery, if any, will be distributed within a reasonable time after they have been received, in trust, by the Proposal Trustee.

Any Legal Fees will be payable in priority to all other Claims of the Debtor's Creditors, subordinate only to the accrued but not yet paid fees of the Proposal Trustee and its counsel at the time of distribution (the "**Proposal Trustee's Fees**"). After the Legal Fees and the Proposal Trustee's Fees have been paid by the Debtor, all remaining proceeds of recovery shall be distributed to the Debtor's Creditors in accordance with this Proposal and the Act.

ARTICLE 8
PROPOSAL TRUSTEE AND DEBTOR'S COUNSEL

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 of Proposal Trustee and Debtor's Counsel

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.

The Debtor's Counsel is acting in good faith and for the benefit of the Debtor and its Creditors to effectuate the purpose set out in Section 7.2 of this Proposal. The Debtor's Counsel shall not incur any obligations or liabilities in connection with this Proposal or the prosecution of the Starlight Litigation. For greater certainty, the Debtor's Counsel 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 or by the Debtor unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

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, if any, 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 lawyers 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, the Debtor's Counsel, each and every Director and Officer and their respective Related Parties 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:

Rory McGovern Professional Corporation
25 Adelaide St. E. Suite 1910
Toronto, ON, M5C 3A1

Attention: Rory McGovern
Email: rory@rorymcgovernpc.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 Rizzari
Email: Hans.Rizzari@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.

Proposal of Unique Restoration Ltd.
Dated April 30, 2021
Page 20 of 20

DATED at the City of Toronto, in the Province of Ontario, this 30th day of April 2021.

Unique Restoration Ltd.

Per: 

Name: Steven Leblanc

District of: Ontario
 Division No. 09 - Toronto
 Court No 32-2701357
 Estate No 32-2701357

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
 UNIQUE RESTORATION LTD.
 of the City of Mississauga, in the Regional Municipality of Peel
 in the Province of Ontario

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 30th day of April 2021. 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"	6,816,158.20	1. Inventory	0.00
Balance of secured claims as per list "B"	0.00	2. Trade fixtures, etc.	0.00
Total unsecured creditors	6,816,158.20	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	0.00	Good	0.00
3. Preferred creditors as per list "C"	0.00	Doubtful	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00	Bad	0.00
Total liabilities	6,816,158.20	Estimated to produce	0.00
Surplus	NIL	4. Bills of exchange, promissory note, etc., as per list "F"	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant.	0.00
		9. Real property or immovable as per list "G"	0.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00
		If debtor is a corporation, add:	
		Amount of subscribed capital	1.00
		Amount paid on capital	1.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	0.00
		Deficiency	6,816,158.20

I, Steve LeBlanc, of the Town of Stoney Creek in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 30th day of April 2021 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Toronto in the Province of Ontario, on this 30th day of April 2021.



Name: Rory McGovern
 (LSO #: 65633H)



Steve LeBlanc

District of: Ontario
 Division No. 09 - Toronto
 Court No. 32-2701357
 Estate No. 32-2701357

FORM 78 -- Continued

List "A"
 Unsecured Creditors

UNIQUE RESTORATION LTD

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	407 ETR Express Toll Route Attn: Marion Richardson/Collections 094 113 124	6300 Steeles Ave W Woodbridge ON L4H 1J1	14,714.30	0.00	14,714.30
2	407 ETR Express Toll Route Attn: Marion Richardson/Collections 739 271 956	6300 Steeles Ave W Woodbridge ON L4H 1J1	0.00	0.00	0.00
3	A-1 Window Mfg Ltd	Unit 1-8038 Glenwood Dr Burnaby BC V3N 5E9	31,290.00	0.00	31,290.00
4	Aaron Cole Excavating Ltd	658 Rason Rd Victoria BC V9B 6C6	2,909.90	0.00	2,909.90
5	Acacia Landscape Inc	PO Box 5299 Victoria BC V8R 6N4	890.33	0.00	890.33
6	ACT Concrete Placing & Finishing Ltd.	18-755 Vanalman Avenue Victoria BC V8Z 3B8	3,236.21	0.00	3,236.21
7	ADT Security Services Canada Inc. Attn: Accounts Receivable	615 18th Street SE Calgary AB T2E 6J5	593.63	0.00	593.63
8	Advance Mobile First Aid & Safety	101-10 King Edward St Coquitlam BC V3K 0E7	209.01	0.00	209.01
9	Advantage Consulting & Restoration Contracting	1-1270 Finch Ave W North York ON M3J 3J7	326.01	0.00	326.01
10	Advantage Electric Services Ltd	14020 Argyll Rd Georgetown ON L7G 5T7	1,506.19	0.00	1,506.19
11	AJW Engineering	17-378 Mayfield Rd Brampton ON L6Z 0E3	3,107.50	0.00	3,107.50
12	Alecra Utilities (formerly Enersource Hydro)	55 John St North Hamilton ON L8R 3M8	1,475.17	0.00	1,475.17
13	Allstream	PO Box 4622 Stn A Toronto ON M5W 0J9	2,353.74	0.00	2,353.74
14	American Express c/o FCT Default Solutions Attn: Insolvency Department	PO Box 2514, Stn B London ON N6A 4G9	109,058.47	0.00	109,058.47
15	AMR Barristers & Solicitors LLP Attn: Dean Melamed	300-145 Wellington St W Toronto ON M5J 1H8	11,572.10	0.00	11,572.10
16	Angel Answering Service	12-1730 Broadway St Port Coquitlam BC V3C 2M8	6,063.75	0.00	6,063.75
17	Apex Steel & Gas Ltd	534 David St Victoria BC V8T 2C8	1,369.20	0.00	1,369.20
18	Avizha Business Solutions Ltd	44 Fairholme Ave North York ON M6B 2W6	339.00	0.00	339.00
19	Azevedo & Nelson Attn: William Ribeiro Scafoam Canada (Notice Only)	Barristers & Solicitors 892 College Street Toronto ON M6H 1A4	0.00	0.00	0.00
20	BC Hydro & Power Authority Attn: Credit Admin	333 Dunsmuir St, 11th floor Vancouver BC V6B 5R3	1,155.84	0.00	1,155.84
21	Big Steel Box	1000-1631 Dickson Ave Kelowna BC V1Y 0B5	174.76	0.00	174.76
22	Blok-Lok Ltd	12 Ashbridge Cir Woodbridge ON L4L 3R5	411.34	0.00	411.34
23	BMO Financial Group c/o BankruptcyHighway.com Attn: Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2	70,338.56	0.00	70,338.56

30-Apr-2021

Date


 Steve LeBlanc

District of: Ontario
 Division No. 09 - Toronto
 Court No. 32-2701357
 Estate No. 32-2701357

FORM 78 -- Continued

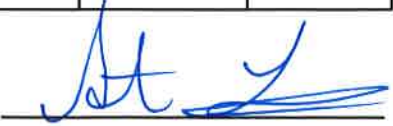
List "A"
 Unsecured Creditors

UNIQUE RESTORATION LTD

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
24	Britco Boxx Limited Partnership	1000-44-2nd Ave SW Calgary AB T2P 5E9	767.37	0.00	767.37
25	Brock White Canada Company LLC	Lockbox V7198C-PO Box 7198 Station Terminal Vancouver BC V6B 4E2	2,487.91	0.00	2,487.91
26	Building & Concrete Restoration Assoc	10 Lawton Ave Toronto ON M4V 1Z4	1,073.50	0.00	1,073.50
27	Can Mar Contracting Limited	169 City View Dr Toronto ON M9W 5B1	145,000.00	0.00	145,000.00
28	Capilano Glass & Screens Ltd	1607 Marine Dr North Vancouver BC V7P 1V1	800.75	0.00	800.75
29	Castle Precast Ltd	1230 Matheson Blvd E Mississauga ON L4W 1R2	3,983.25	0.00	3,983.25
30	Caven, Chris	XXXXX Toronto ON	55,000.00	0.00	55,000.00
31	Christie, Caderyn Attn: Caderyn Christie Northwest Scaffolding	Velletta & Company 4th Floor - 931 Fort Street Victoria BC V8V 3K3	0.00	0.00	0.00
32	City of Mississauga Attn: Revenue Collections 8BRMU0NU	4th Floor 300 City Centre Drive Mississauga ON L5B 3C1	20,847.69	0.00	20,847.69
33	Cloverdale Paint Inc. Attn: Dean Marques BR 079	1616 Cedar Hill Cross Rd Victoria BC V8P 2P6	41.14	0.00	41.14
34	Cloverdale Paint Inc. Attn: Dean Marques BR015	1624 Pemberton Ave North Vancouver BC V7P 2S6	75.06	0.00	75.06
35	CMD Group	PO Box 46010 St A Toronto ON M5W 4K9	473.75	0.00	473.75
36	Coho Communications Ltd	947 Walfred Rd Victoria BC V9C 2P3	780.68	0.00	780.68
37	Columbia Fire & Safety Ltd	1-410 Garbally Rd Victoria BC V8T 2K1	517.28	0.00	517.28
38	Computer Master	37-3100 Ridgeway Dr Mississuga ON L5L 5M5	5,298.05	0.00	5,298.05
39	Constructconnect Canada Inc	Lockbox T09510C, PO Box 9510 Str A Toronto ON M5W 2K3	470.46	0.00	470.46
40	Construction Distribution & Supply	3-300 Confederation Pkwy Concord ON L4K 4T8	2,187.14	0.00	2,187.14
41	Convoy Supply Ltd. Attn: Ayaz Velji	8183 130th Street Surrey BC V3W 7X4	3,912.78	0.00	3,912.78
42	CRH Canada Group Inc Attn: Kimberly Potter	c/o Fasken Marlineau DuMoulin LLP 2400-333 Bay St Toronto ON M5H 2T6	0.00	0.00	0.00
43	D & F Equipment and Construction	8301 Jane St Concord ON L4K 5P3	1,500,000.00	0.00	1,500,000.00
44	Earthscapes Land Design & Build Inc.	634 DSrwent Way Della BC V3M 5P8	91,397.06	0.00	91,397.06
45	Eileen E. Vanderburgh	Alexander Holburn LLP, 2700-700 W Georgia St Vancouver BC V7Y 1B8	0.00	0.00	0.00

30-Apr-2021

Date


 Steve LeBlanc

District of: Ontario
 Division No. 09 - Toronto
 Court No. 32-2701357
 Estate No. 32-2701357

FORM 78 -- Continued

List "A"
 Unsecured Creditors

UNIQUE RESTORATION LTD

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
46	Ellice Recycle Ltd	343-A Bay St Victoria BC V8T 1P5	3,363.15	0.00	3,363.15
47	Enbridge Gas Distribution - Ontario Attn: Back Office Collections Department 132145417021	3401 Schmon Pkwy, PO Box 1051 Thorold ON L2V 5A8	9,423.22	0.00	9,423.22
48	Envirosystems Incorporated	11 Brown Ave Dartmouth NB B3B 1Z7	26,989.10	0.00	26,989.10
49	Elobicoke Building Supplies	25 Jutland Rd ETOBICOKE ON M8Z 2G6	4,009.75	0.00	4,009.75
50	Euroseal Contracting Ltd	21-6110 138 St Surrey BC V3X 3V6	26,620.60	0.00	26,620.60
51	Faria Developments Ltd	11046 Westminster Hwy Richmond BC V6X 1B3	41,933.91	0.00	41,933.91
52	Ferrari & Associates Insurance	20-7675 Highway 27 Vaughan ON L4L 4M5	2,157.00	0.00	2,157.00
53	Ferro Canada Inc	8999 Concession Rd 5 Uxbridge ON L9P 1R1	471,562.67	0.00	471,562.67
54	First Response Glass	2-4217 Glanford Ave Victoria BC V8Z 4B9	296.18	0.00	296.18
55	Fortis BC Energy Inc. - Natural Gas Attn: Collection Department	PO Box 6666, Station Terminal Vancouver BC V6B 6M9	1,038.87	0.00	1,038.87
56	Garfin Zeidenberg LLP Attn: Louis S Vitas NOTICE ONLY	800-5255 Yonge St Toronto ON M2N 6P4	0.00	0.00	0.00
57	Gillis, Derek		15,000.00	0.00	15,000.00
58	Gold Tan Sunset Spa Attn: Julie Baker	3476 Glen Erin Dr Mississauga ON L5L 3R4	60,000.00	0.00	60,000.00
59	Green for Life Environmental	1045 Dunford Ave Victoria BC V9B 2S4	444.97	0.00	444.97
60	Green Point Mechanical	22B-115 Woodstream Blvd Vaughan ON L4L 7Y6	8,891.05	0.00	8,891.05
61	Griff Building Supplies Ltd.	340 Ewen Avenue New Westminster BC V3M 5B1	2,839.49	0.00	2,839.49
62	H2X Contracting Ltd	4705 Kevere Rd Victoria BC V9C 4G1	3,854.97	0.00	3,854.97
63	Hamza Demolition & Disposal Ltd	11640 Azlec St Richmond BC V6X 1H8	4,996.74	0.00	4,996.74
64	HD Supply Canada Inc	100 Galcat Dr Vaughan ON L4L 0B9	325.11	0.00	325.11
65	Hicks Morley Hamilton Stewart Storie LLP	39 Fl-77 King St W, TD Tower Box 371 Toronto ON M5K 1K8	848.07	0.00	848.07
66	Hilti Canada Corporation	2360 Meadowpine Boul Mississauga ON L5N 6S2	21,551.12	0.00	21,551.12
67	Home Depot c/o Citi Cards Canada (Acct 603529)	PO Box 2052, Stn B Mississauga ON L4Y 0B4	19,942.40	0.00	19,942.40
68	Hoey Remus LLP	210-330 Bay St Toronto ON M5H 2S8	12,004.46	0.00	12,004.46

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
 Division No. 09 - Toronto
 Court No. 32-2701357
 Estate No. 32-2701357

FORM 78 -- Continued

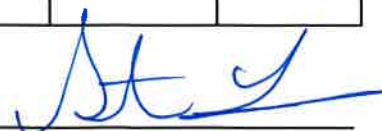
List "A"
 Unsecured Creditors

UNIQUE RESTORATION LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
69	Houle Electric Limited	5050 North Fraser Way Burnaby BC V5J 0H1	3,969.06	0.00	3,969.06
70	Humberview Motors Incorporated	3200 Bloor St W Toronto ON M8X 1E1	2,374.92	0.00	2,374.92
71	IMH Pool XIV LP	c/o Alexander Holburn LLP, 2700-700 West Georgia St Vancouver BC V7Y 1B8	0.00	0.00	0.00
72	Insul-Twin Systems Ltd	1-1973 McLean Ave Port Coquillam BC V3C 1N1	285,684.35	0.00	285,684.35
73	Island Applicators Ltd	6745 Eakin Dr Sooke BC V9Z 0V5	13,310.41	0.00	13,310.41
74	Jamac Sales and Distribution Ltd	141 Don Park Rd Markham ON L3R 1C2	105,643.00	0.00	105,643.00
75	Joyce Group Services Inc	100-1741 Boudary Rd Vancouver BC V5M 3Y7	1,066.80	0.00	1,066.80
76	Kal Tire Head Office - Credit Attn: Wendy Edwards	PO Box 1240 Vernon BC V1T 6N6	179.07	0.00	179.07
77	Klassen Building Supplies	104-14620 64th Ave Surrey BC V3S 1X7	12,487.79	0.00	12,487.79
78	KMS Tool and Equipment Ltd.	110 Woolridge St Coquillam BC V3K 5V4	252.22	0.00	252.22
79	Koster American Corporation	2585 Aviator Dr Virginia Beach VA 23453 USA	4,021.50	0.00	4,021.50
80	Lait Rait		40,000.00	0.00	40,000.00
81	Linda M Draav CPA CMA		610.20	0.00	610.20
82	Lionsgate Scaffolding Ltd	8601 Main St Vancouver BC V5X 0E6	114,342.87	0.00	114,342.87
83	Lumar Fire Protection Inc 10674-0727JWW	Unit 1 & 2-2630 Royal Windsor Dr Mississauga ON L5J 1K7	0.00	0.00	0.00
84	M. Griffin Ltd Attn: Cheryl	Unit 120-2333 Government St Victoria BC V8T 4P4	6,450.15	0.00	6,450.15
85	Mahar, Joanne		90,000.00	0.00	90,000.00
86	Mazzei Electric Ltd	10-1850 Northfield Rd Nanaimo BC V9S 3B3	660.05	0.00	660.05
87	McFloat Service Inc	1379 Lewisham Dr Mississauga ON L5J 3R1	1,356.00	0.00	1,356.00
88	McIntosh Perry	200-6240 Highway 7 Woodbridge ON L4H 4G3	950.91	0.00	950.91
89	McLachlan Brown Anderson Attn: Inambiar@mbalawyers.ca NOTICE ONLY	10th Fl-938 Howe St Vancouver BC V6Z 1N9	0.00	0.00	0.00
90	McMillan LLP - Toronto Attn: Ginger Drew	4400-181 Bay St Toronto ON M5J 2T7	28,929.11	0.00	28,929.11
91	Menzies Metal Products	19370-60th Ave Surrey BC V3S 3M2	7,586.03	0.00	7,586.03
92	Metal Supermarkets - BC	3-20059 92A Avenue Langley BC V1M 3A5	2,827.22	0.00	2,827.22

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
 Division No. 09 - Toronto
 Court No. 32-2701357
 Estate No. 32-2701357

FORM 78 -- Continued

List "A"
 Unsecured Creditors

UNIQUE RESTORATION LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
93	Metro Testing Laboratories Ltd	6991 Curragh Ave Burnaby BC V5J 4V6	12,046.86	0.00	12,046.86
94	Mitchell Sandham	103-1375 North Service Rd E Oakville ON L6H 1A7	4,188.48	0.00	4,188.48
95	Mitra, Sanj Attn: Sanj Mitra Solicitor to RBC	Aird & Berlis LLP 181 Bay Street, Suite 1800 Toronto ON M5J 2T9	0.00	0.00	0.00
96	Momentus Engineering Management Inc	100-400 Applewood Cres Vaughan ON L4K 0C3	3,672.50	0.00	3,672.50
97	Natures Call	177 Creditstone Rd Concord ON L4K 1N5	2,534.64	0.00	2,534.64
98	Northwest Scaffolding	3516 Sparrowhawk Ave Victoria BC V9C 0L8	793,686.42	0.00	793,686.42
99	Novoclad Systems Inc.	Unit B2-1590 Dundas St E Mississauga ON L4X 2Z2	14,421.15	0.00	14,421.15
100	Office Team T57349C	PO Box 57349 Stn A Toronto ON M5W 5M5	8,338.30	0.00	8,338.30
101	Optimal Roofing Systems inc.	3278-240th St Langley BC V2Z 2J3	48,473.36	0.00	48,473.36
102	Pacific Restorations	5881 Beresford St Burnaby BC V5J 1K1	156,663.45	0.00	156,663.45
103	Pacific West Systems Supply Ltd.	20109 Logan Ave Langley BC V3A 4L5	194.09	0.00	194.09
104	Parker Johnston Industries Ltd	6791 Oldfield Rd Saanichton BC V6M 2A2	47,503.28	0.00	47,503.28
105	Passaglia Concrete Restoration & Repair Ltd Attn: William A. McLachlan, B & S Passaglia Concrete Restoration	McLachlan Brown Anderson 10th Flr - 938 Howe Street Vancouver BC V6Z 1N9	348,629.89	0.00	348,629.89
106	Pella Western Canada	29-3900 106th Ave SE Calgary AB T2C 5B6	7,309.05	0.00	7,309.05
107	Pitney Bowes Canada Ltd. c/o BankruptcyHighway.com Attn: Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2	677.38	0.00	677.38
108	PJ Partners	205-3380 South Service Rd Burlington ON L7N 3J5	21,187.50	0.00	21,187.50
109	Powerplay Electric Ltd	386 Beachview Dr North Vancouver BC V7G 1P6	12,048.75	0.00	12,048.75
110	PPG AC Canada Inc	PO Box 46080 Stn A Toronto ON M5W 4K9	799.83	0.00	799.83
111	Praxair Distribution	PO Box 400 Stn D Scarborough ON M1R 5M1	544.92	0.00	544.92
112	Prime Coatings Ltd	995 West 3rd St North Vancouver BC V7P 1E4	172,562.13	0.00	172,562.13
113	Propane Depot Inc	3390 Lake City Way Burnaby BC V5A 3A6	148.77	0.00	148.77
114	Purolator Courier Limited Attn: Ortie Nesci	5995 Avebury Rd. 3rd Flr. Mississauga ON L5R 3T8	2,549.76	0.00	2,549.76
115	Rai, Lait	XXXX Toronto ON	40,000.00	0.00	40,000.00

30-Apr-2021

Date

Steve LeBlanc

District of: Ontario
 Division No. 09 - Toronto
 Court No. 32-2701357
 Estate No. 32-2701357

FORM 78 -- Continued

List "A"
 Unsecured Creditors

UNIQUE RESTORATION LTD

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
116	Rapid Equipment Rental Limited	Unit 2-5 St Regis Cres N Toronto ON M3J 1Y9	8,222.44	0.00	8,222.44
117	RBC Special Loans Attn: Jason Zomok SRF 758692933	20 King Street West, 2nd Floor Toronto ON M5H 1C4	0.00	0.00	0.00
118	Read Jones Christoffersen Ltd	220-645 Tyee Rd Victoria BC V9A 6X5	570.68	0.00	570.68
119	Regal Windows & Doors Systems Inc.	177 Drumlin Circle Concord ON L4K 3E7	51,563.41	0.00	51,563.41
120	Region of Peel - Water Department Attn: Water Department	10 Peel Centre Drive Brampton ON L6T 4B9	1,330.77	0.00	1,330.77
121	Reliance Home Comfort Attn: Elisabeth Cuffe 0060711754515278	2 Lansing Square, 12th Floor North York ON M2J 4P8	0.00	0.00	0.00
122	Richard, Jeff		41,253.70	0.00	41,253.70
123	Rogers	PO Box 9100 Don Mills ON M3C 3P9	4,432.43	0.00	4,432.43
124	Rona Inc /Dick's Lumber	2580 Gilmore Ave Burnaby BC V5C 4T5	8,413.47	0.00	8,413.47
125	Roofmart Pacific Ltd	8321-132nd St Surrey BC V3W 4N6	1,134.39	0.00	1,134.39
126	Royal Disposal & Contracting Services	16 Weslacsres Dr Toronto ON M6M 2B8	4,237.73	0.00	4,237.73
127	Scafo Canada Inc. Attn: Carol Deganis	19 Delta Park Blvd Brampton ON L6T 5E7	72,571.38	0.00	72,571.38
128	Scotia Tire & Alignment Services Limited	5960 Atlantic Dr Mississauga ON L4W 1N6	649.74	0.00	649.74
129	SDI Supplies Ltd	4935 Steeles Ave W Toronto ON M9L 1R4	4,419.73	0.00	4,419.73
130	Shaun LeBlanc	XXXX Toronto ON	120,000.00	0.00	120,000.00
131	Sonitrol Western Canada Inc	Unit 30-3033 King George Blvd Surrey BC V4P 1B8	236.25	0.00	236.25
132	Spider Staging Canada ULC	Unit 160-13571 Verdun Pl Richmond BC V6V 1W5	41,391.53	0.00	41,391.53
133	SS Laser Tech Ltd	2115-13560 Maycrest Way Richmond BC V6V 2W9	598.53	0.00	598.53
134	Summerhill Kitchens	880 Van Isle Way Victoria BC V9B 5R8	357.20	0.00	357.20
135	Summit Tools	3905 1st Ave Burnaby BC V5C 3W3	92.70	0.00	92.70
136	Sunrise Painting & Stucco Ltd	85520 Edgemond Village North Vancouver BC V7R 4X1	235.13	0.00	235.13
137	Super Save Disposal Inc	19395 Langley Bypass Surrey BC V3S 6K1	2,144.69	0.00	2,144.69
138	Super Save Fence Rentals Inc	19395 Langley Bypass Surrey BC V3S 6K1	999.92	0.00	999.92

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
 Division No. 09 - Toronto
 Court No. 32-2701357
 Estate No. 32-2701357

FORM 78 -- Continued

List "A"
 Unsecured Creditors

UNIQUE RESTORATION LTD

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
139	Super Save Toilet Rentals Inc	19395 Langley Bypass Surrey BC V3S 6K1	2,283.88	0.00	2,283.88
140	Suspended Stages Inc	6989 Merritt Ave Burnaby BC V5J 4R7	66,769.85	0.00	66,769.85
141	Tag Equipment	Unit 24-60 Innovator Ave Stouffville ON L4A 0Y2	3,141.40	0.00	3,141.40
142	Telus Residential/Business Services Attn: Rick Wan	3rd Fl - 4519 Canada Way Burnaby BC V5G 4S4	966.61	0.00	966.61
143	The Sherwin-Williams Company - District Office Attn: Ernie Thibodeau	170 Brunel Rd., Unit A Mississauga ON L4Z 1T5	370.03	0.00	370.03
144	Tri-M Plumbing-Drainage Inc	3156-585 Seabome Ave Port Coquitlam BC V3B 0M3	358.31	0.00	358.31
145	United Rentals	115, Ardelt Avenue Kitchener ON N2C 2E1	14,649.40	0.00	14,649.40
146	Vanessa S. Werden Attn: vwerden@jml.ca	850 Burdett Avenue Victoria BC	0.00	0.00	0.00
147	Vector Corrosion Technologies Ltd	208-669 Ridley Pl Delta BC V3M 6Y9	817.54	0.00	817.54
148	Vetro Installs Ltd	820 Dublin St New Westminster BC V3M 2Y6	17,972.85	0.00	17,972.85
149	Victoria Deck Ltd	512 William St Victoria BC V9A 3Y9	19,241.25	0.00	19,241.25
150	Visa		47,819.61	0.00	47,819.61
151	Wallace Industrial Services	341A John St Victoria BC V8T 1T2	1,628.40	0.00	1,628.40
152	West Bay Mechanical Ltd	584 Ledsham Rd Victoria BC V9X 1J8	30,915.67	0.00	30,915.67
153	Whiteplace Painting & Decorating Ltd	Unit 5-315 Steelcase Rd Markham ON L3R 2R5	47,475.26	0.00	47,475.26
154	Workplace Medical Corp	130 Wilson St Hamilton ON L8R 1E2	900.00	0.00	900.00
155	Zurich Insurance Attn: James O'Connor Star Windows Ltd. Bond	BCGG Claim Services 8333 Eastlake Drive, Suite 101 Burnaby BC V5A 4W2	938,808.44	0.00	938,808.44
Total:			6,816,158.20	0.00	6,816,158.20

30-Apr-2021

Date

Steve LeBlanc

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

FORM 78 -- Continued

List "B"
Secured Creditors

UNIQUE RESTORATION 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	RBC Special Loans Attn: Robert Fick SRF 758692933	200 Bay Street Toronto ON M5J 2W7	3,567,585.57			0.00		3,567,585.57
Total:			3,567,585.57			0.00	0.00	3,567,585.57

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

FORM 78 -- Continued

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

UNIQUE RESTORATION 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

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

FORM 78 -- Continued

List "D"
Contingent or Other Liabilities

UNIQUE RESTORATION 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		

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

FORM 78 -- Continued

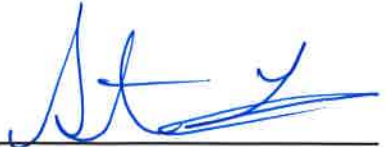
List "E"
Debts Due to the Debtor

UNIQUE RESTORATION 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
				0.00				
				0.00			0.00	
				0.00				
			Total:					

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

FORM 78 -- Continued

List "F"

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

UNIQUE RESTORATION 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	

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

FORM 78 -- Continued

List "G"
Real Property or Immovables Owned by Debtor

UNIQUE RESTORATION 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
Total:			0.00		0.00

30-Apr-2021

Date



Steve LeBlanc

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

FORM 78 -- Concluded

List "H"
Property

UNIQUE RESTORATION 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			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other			0.00	0.00
			Total:	0.00

30-Apr-2021

Date



Steve LeBlanc

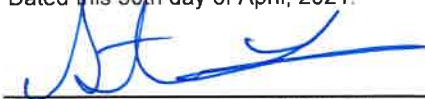
Unique Restoration Ltd.
Cash Flow Projections
For the period from May 3 to July 26, 2021

For The Week Beginning	03-May	10-May	17-May	24-May	31-May	07-Jun	14-Jun	21-Jun	28-Jun	05-Jul	12-Jul	19-Jul	26-Jul	Total
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Opening Cash Balance	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008
Receipts														
Receivable collections	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements (Note 1)														
Building Insurance														-
Utilities/maintenance														-
Professional fees (Note 2)														-
Total Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash flow	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Closing Cash Balance	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008

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 Unique Restoration Ltd. 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 30th day of April, 2021.



Per: Steven LeBlanc - authorized representative

CROWE SOBERMAN INC.

Licensed Insolvency Trustee

Acting in re: Proposal of Unique Restoration Ltd.

Per: Hans Rizarri, CA, CPA, LIT, CIRP

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

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
UNIQUE RESTORATION LTD.
of the City of Mississauga, in the Regional Municipality of Peel
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 UNIQUE RESTORATION LTD. of the City of Mississauga 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 4th day of January 2021, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

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

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

(Check appropriate description.)

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

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

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

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

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

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

C. SECURED CLAIM OF \$ _____

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

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

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

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

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

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

(To be completed when a proposal provides for the compromise of claims against directors.)
 That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

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

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

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

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

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

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

Dated at _____, this _____ day of _____,

 Witness

 Creditor

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

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

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

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

CHECKLIST FOR PROOFS OF CLAIM

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

PROOF OF CLAIM

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

PARAGRAPH 1

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

PARAGRAPH 3

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

PARAGRAPH 4

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

PARAGRAPH 5

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

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

PARAGRAPH 6

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

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

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

GENERAL PROXY

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

NOTES

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

District of: Ontario
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

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
UNIQUE RESTORATION LTD.
of the City of Mississauga, in the Regional Municipality of Peel
in the Province of Ontario

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

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

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
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
Division No. 09 - Toronto
Court No. 32-2701357
Estate No. 32-2701357

FORM 37

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

In the matter of the proposal of
UNIQUE RESTORATION LTD.
of the City of Mississauga, in the Regional Municipality of Peel
in the Province of Ontario

I, _____, creditor (or I, _____, representative
of _____, creditor), of _____, a creditor in the above matter
for the sum of \$ _____, hereby request the trustee acting with respect to the proposal of UNIQUE
RESTORATION 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:
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

District: ON
Division No: 03
Court No: 31-2440912
Estate No: 31-2440912

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

NOTICE OF STAY OF PROCEEDINGS

In the matter of the proposal of
UNIQUE RESTORATION LTD.
of the City of Mississauga, in the Regional Municipality of Peel
in the Province of Ontario

Please be advised that the above noted filed a Proposal under the *Bankruptcy and Insolvency Act* on May 4, 2021, and Crowe Soberman Inc. was appointed as the Licensed Insolvency Trustee. According to the provisions of Section 69.1(1) of the *Bankruptcy and Insolvency Act*, all proceedings shall be stayed against the debtor:

(a) no creditor has any remedy against the insolvent person or the insolvent person's property, or shall commence or continue any action, execution or other proceedings, for the recovery of a claim provable in bankruptcy, until the trustee has been discharged or the insolvent person becomes bankrupt;

(b) no provision of a security agreement between the insolvent person and a secured creditor that provides, in substance, that on

- (i) the insolvent person's insolvency,
- (ii) the default by the insolvent person of an obligation under the security agreement, or
- (iii) the filing of a Notice of Intention under Section 50.4, or a Proposal under subsection 62(1) in respect of the insolvent person,

the insolvent person ceases to have such rights to use or deal with assets secured under the agreement as the insolvent person would otherwise have, has any force or effect until the Trustee has been discharged or the insolvent person becomes bankrupt;

CROWE SOBERMAN INC.
Licensed Insolvency Trustee
acting in Re: the Proposal of
UNIQUE RESTORATION LTD.