

District of Ontario
Division No. 09 – Toronto
Court No. 31-2693094, 31-2693092, 31-2693095
Estate No. 31-2693094, 31-2693092, 31-2693095

**IN THE MATTER OF THE PROPOSAL OF
33 LAIRD INC. AND 33 LAIRD GP INC., CORPORATIONS
INCORPORATED UNDER THE ONTARIO
BUSINESS CORPORATIONS ACT, AND 33 LAIRD
LIMITED PARTNERSHIP, A LIMITED
PARTNERSHIP FORMED UNDER THE ONTARIO
LIMITED PARTNERSHIPS ACT**

To the Creditors of 33 Laird Inc., 33 Laird GP Inc., and 33 Laird Limited Partnership (“33 Laird Group”)

On November 28, 2020, each of the entities of the 33 Laird Group filed a Notice of Intention to Make a Proposal (the “NOI”) pursuant to Subsection 50.4(1) of Part III, Division I of the *Bankruptcy and Insolvency Act (Canada)* (the “BIA”) and MNP Ltd. was named as the proposal trustee (the “Trustee”) in each of the NOI proceedings.

Please take notice that each of the entities of the 33 Laird Group lodged with the Trustee, a Proposal, dated May 28, 2021 (the “Proposal”) pursuant to s.62(1) of the BIA.

Please find enclosed the Report of Trustee to the Creditors pursuant to s. 50(5) of the BIA, together with the following for each of entities of the 33 Laird Group:

- A. Notice of Proposal to Creditors – Form 92 (the “Notice”);
- B. A copy of the Proposal, dated May 28, 2021;
- C. A redacted¹ copy of the sworn Statement of Affairs;
- D. A Proof of Claim Form (“PoC”), including instructions on how to complete;
- E. A Voting Letter; and
- F. A Proxy Form

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.

¹ On June 4, 2021, 33 Laird Group filed a Notice of Motion and a Motion Record returnable June 11, 2021, seeking, among other things, a Court Order for the approval of a sale transaction for the project/property and the sealing of certain commercially sensitive information, including the proposed sale price, pending the closing of the sale transaction. As a consequence of the foregoing, the Proposal Trustee has redacted the SOA in order to protect the associated commercially sensitive information included therein, pending this Motion being heard and decided upon by the Court.

As noted in the Notice, a meeting of creditors to consider the proposals of 33 Laird Group (the "Meeting") will be held on **Friday, June 18, 2021, at 2.00 p.m. (Toronto, Ontario Time) by video/telephone conference (via Microsoft Teams)**. To attend/join the Meeting you may connect by the following:

Microsoft Teams: Video Conferencing

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDQ5M2M3ZjktYWFINC00ODMxLThkOGYtNjhZjI5ZjMzODM4%40thread.v2/0?context=%7b%22Tid%22%3a%22cb3b0d1e-24fb-4847-ba48-2f5e7c2b9b23%22%2c%22Oid%22%3a%222878e28f7-bff8-4bb0-bf76-db348e998b00%22%7d

Telephone (audio only)

Outside of Canada: +1 587-747-4334
Toll Free: +1 877 252-9279
Phone Conference ID: 872 451 647#

Although you may submit/file your PoC and voting letter up to the appointed time for the start of the Meeting in order to vote, due to the COVID-19 pandemic and the need to work remotely, in order to ensure that we receive your PoC and voting letter, **we strongly encourage you to submit/file your PoC and voting letter by no later than 5:00 PM (Toronto time) on Thursday, June 17, 2021.**

You may forward your PoC, proxy and voting letter by email to 33lairdgroup@mnt.ca or via facsimile at (416) 596-7894

Your PoC is to be filed based on the amount owed as of **November 28, 2020**, the date the NOI was filed.

In addition, please note that if the debt owed by the 33 laird Group is to corporate entity and you plan to have a representative attending the Meeting, in order for such representative to be entitled to vote at the Meeting, you will need to also provide a completed Proxy Form to document such authority.

Please visit our website <https://mntdebt.ca/en/corporate/corporate-engagements/33-laird-group> in order to obtain any updated information that may be posted during the course of these proposal proceedings.

If you have any questions concerning the foregoing or require any additional information, please contact Fatemah Khalfan at (647) 475-8329 or by email at 33lairdgroup@mnt.ca.

Dated at Toronto, Ontario this 8th day of June 2021.

MNP LTD.,
Trustee *in re* the Proposal of
33 Laird Inc., 33 Laird GP Inc., and
33 Laird Limited Partnership
Per:



Matthew Lem, CIRP, LIT
Senior Vice-President

Encl.

Estate No.: 31-2693094, 31-2693092, 31-2693095
Court No.: 31-2693094, 31-2693092, 31-2693095

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(IN BANKRUPTCY AND INSOLVENCY)

**IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF 33 LAIRD INC. AND
33 LAIRD GP INC., CORPORATIONS
INCORPORATED UNDER THE ONTARIO
BUSINESS CORPORATIONS ACT, AND 33 LAIRD
LIMITED PARTNERSHIP, A LIMITED
PARTNERSHIP FORMED UNDER THE ONTARIO
LIMITED PARTNERSHIPS ACT
REPORT OF TRUSTEE TO THE CREDITORS
(Section 50(5) of the Bankruptcy and Insolvency Act)**

Enclosed are the following documents for each of 33 Laird Inc. (“**INC**”) 33 Laird GP Inc. (“**GP**”) and 33 Laird Limited Partnership (“**LP**”, and together with INC and GP, hereinafter collectively referred to as the “**33 Laird Group**” or the “**Companies**”):

- ♦ The Notice of Proposal to Creditors;
- ♦ The proposal under Part III, Division I, of the *Bankruptcy and Insolvency Act* (the “**BIA**”) lodged with MNP Ltd. (the “**Trustee**”) by each of the Companies, and filed with the Office of the Superintendent of Bankruptcy on May 28, 2021 (individually hereinafter referred to as the “**Proposal**” or collectively as the “**Proposals**”);
- ♦ A statement of assets and liabilities as at May 28, 2021;
- ♦ A proof of claim;
- ♦ A voting letter in the event that you wish to vote in advance of the meeting; and
- ♦ A general proxy.

The following is an outline of the background and financial position of the Companies, including relevant information that should be of assistance to the creditors in considering their position with respect to the Proposals.

In preparing this Report and making the comments herein, the Trustee has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information, the Company’s books and records, discussions with management and information from other third-party sources (collectively, the “**Information**”). Except as described in this Report, the Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the

Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook.

Generically, INC, GP or LP as an individual entity are referred to as the “**Company**”.

Capitalized terms used in this Report are the same as those referenced in the Proposals.

SECTION A - Background

On November 28, 2020, Inc., GP and LP each filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”). MNP Ltd. was named proposal trustee in each of the NOI proceedings (the “**Proposal Trustee**”).

The 33 Laird Group was established in connection with an 80,000 square foot retail/commercial redevelopment project (the “**Project**”) associated with the redevelopment of a two-story building on lands municipally known as 33 Laird Drive, Toronto, Ontario (the “**Property**”).

Title to the Property is held by INC, in trust for GP. Under LP, GP is the general partner and Beaux Properties International Inc. (“**Beaux**”), 2344011 Ontario Inc. and Sealink JV Ltd (“**Sealink**”), in Trust (collectively, the “**Related Creditors**”) are the limited partners. The main asset of the 33 Laird Group is its interest in the Property.

The primary purpose (the “**NOI Proceedings Objectives**”) of these proceedings was to create a stabilized environment to allow the Companies to conduct a Court approved public sale and marketing process for the Property in order to repay its creditors, including DUCA Financial Services Credit Union Ltd. (“**DUCA**”) and Centurion Mortgage Capital Corporation (“**Centurion**” and together with DUCA, hereinafter collectively referred to as the “**Secured Lenders**”).

In order to fulfill the NOI Proceedings Objectives, the 33 Laird Group sought approval for, and on February 10, 2021, obtained the Court’s authority to enter into a listing agreement with Jones Lang Lasalle Real Estate Services Inc. (“**JLL**”), and with JLL acting as its agent, carry out a sale process (the “**Sale Process**”) in respect of the Property. The Sale Process culminated in the 33 Laird Group entering into an agreement of purchase and sale dated May 11, 2021 (the “**Sale Agreement**”) with the 33 Laird Development Inc., in its capacity as general partner of 33 Laird Development Limited Partnership. The Sale Agreement is now subject to Court approval, with the Court scheduled to hear the 33 Laird Group’s motion for, *inter alia*, approval of the Sale Agreement on June 11, 2021 (the “**June 11th Motion**”).

SECTION B - Summary of the Proposals

As noted above, INC. holds the Property as nominee and bare trustee for and on behalf of GP, as beneficial owner of the Property. The three entities in the 33 Laird Group will as a result have the same assets and the same obligations to creditors. As a consequence, and even though there were three separate proposals filed, such proposals are being made in conjunction with one another. As a result, the treatment of creditors is mirrored in the proposals of all three entities and the Unsecured Creditor Cash Pool (as defined below) is shared. Accordingly, the below summary applies to each of the proposals.

This section contains a brief summary of the Proposal filed by each of the entities in the 33 Laird Group, the terms of which would be effective only if:

- a. The Approval of the Sale Agreement (defined below) by the Court;
- b. The acceptance of the Proposal by the Unsecured Creditors; and
- c. The making of the Approval Order and the expiry of all appeal periods.

"**Implementation Date**" means the date upon which the foregoing conditions have been satisfied

As set out in the Proposal, the Proposal provides for the following:

- (i) **Unsecured Creditor Cash Pool** - On the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement, the Company shall pay to the Proposal Trustee an amount of \$50,000 (the "**Unsecured Creditor Cash Pool**").

There is only one (1) Unsecured Creditor Cash Pool of \$50,000 among all three proposals.

- (ii) **Secured Creditors** -The value of the security held by any creditor with a security interest in the Property that is subordinate to the Second Mortgage (as defined below) will be \$Nil and any amount owing to such creditors will be treated as an Unsecured Claim.

The Claim of any Creditor with an interest ranking in priority to the Second Mortgage (collectively, the "**Priority Creditors**") (which shall include without limiting the generality of the foregoing: (i) any municipal taxes owed, (ii) any holdback owing to claimants under the *Construction Act*, (iii) any amounts owing to the Secured Lenders in respect of a mortgage on the Property, (iv) amounts owing to the Restructuring Professionals within the meaning of the Court Order dated May 12, 2021 (the "**Restructuring Professionals Charge**"), (v) amounts owing to the DIP Lender, and (iv) any valid and enforceable trust claims as against the estate of the Debtor) shall be paid by the Company in accordance with agreements between the Company and the Secured Creditor or as otherwise agreed between the Secured Creditor and the Company from the proceeds of sale of the Property pursuant to the Sale Agreement. For greater clarity, the Claims of the Priority Creditors are unaffected by the Proposal.

- (iii) **Related Creditors** -shall not be entitled to receive any distribution under the Proposal.
- (iv) **Administrative Fees and Expenses** - The Administrative Fees and Expenses will be paid from the Unsecured Creditors Cash Pool to a maximum of \$15,000. Any further Administrative Fees and Expenses beyond that maximum amount will be paid pursuant to the Restructuring Professionals Charge.
- (v) **Employee Creditors** - The Claims, if any, of the Employee Creditors shall be paid on the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement. Based on the SOA, the Company does not have any Employee Creditors.
- (vi) **Source Deduction Creditors** - Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors shall be paid within six (6) months after the making of the Approval Order using proceeds from the sale of the Property pursuant to the Sale

Agreement. Based on the SOA, the Company does not have any obligation to Canada Revenue Agency in respect of unpaid source deductions.

- (vii) **Preferred Creditors** – The Proven Claims of the Preferred Creditors are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the BIA and the Proposal.
- (viii) **Unsecured Creditors** –Unsecured Creditors will receive the funds from the Unsecured Creditor Cash Pool less the amounts referred to in (iv) and (vii) above, on a pro rata basis on account of their respective Proven Claims.
- (ix) **Release of Directors** - The acceptance of the Proposal by the Creditors shall constitute a full and final release of all claims against any officer or director of the Company.
- (x) **Preferences and Transactions at Under Value** - Sections 95-101 of the BIA will not apply in respect of this Proposal.

The above description of the Proposal is a summary only, and readers are cautioned that in the event that there is inconsistency between this report and the Proposal, the terms of the Proposal shall govern.

SECTION C - Financial Position and Causes of Difficulties

The Companies attribute their financial difficulties primarily to underlying financial issues with the Project, including cost overruns exacerbated by the impact of the COVID-19 pandemic on costs, timeline to complete, and the potential viability of the prospective tenants; all of which raised concern for the Secured Lenders and led to DUCA issuing demands and Notices of Intention to Enforce Security under section 244 of the BIA on November 19, 2020.

During the term of the NOI Proceedings, the 33 Laird Group has arranged for interim financing up to a maximum of \$250M (the “**DIP Loan**”) from BP Capital Inc. (the “**DIP Lender**”) for the purpose of funding the costs of the restructuring, including but not limited to the cost of maintaining and protecting the Property, the fees and disbursements of the Restructuring Professionals (as defined below) up to the end of the NOI stay period and granting a second-ranking charge over all of the Companies’ property, assets and undertakings. To date, the 33 Laird Group has borrowed \$98,000 pursuant to the DIP Loan.

SECTION D - Interim Receiver

Not Applicable.

SECTION E - Identification and Evaluation of Assets

As noted above, the main asset of the 33 Laird Group is its interest in the Property. The Property is subject to the Sale Agreement. The value ascribed to the Property by the Companies as per their respective sworn statement of affairs (“**SOA**”) is based on the sale price under the Sale Agreement. Given the commercially sensitive nature of certain information, including the proposed sale price, in the event that the transaction does not close, as part of the June 11th Motion, the Companies are seeking that the Court seal, among other things, the sale price, pending the closing of the transaction contemplated by the Sale Agreement and or further order of this Court. Accordingly, the package of documents distributed by the Proposal Trustee to the

Companies' creditors includes a redacted version of the SOA, redacting certain information relating to the value of the Property, pending the outcome of the June 11th Motion.

Based on the SOAs, the Companies' other assets are described below:

<u>Description</u>	<u>Estimated Realizable Value</u>
Cash	\$ 40,993
Deposits held in trust	72,440
Property tax refund	6,989
Deposits-City of Toronto	1,500
DUCA Class A Bonus Share	6,413

SECTION F - Conduct of the Company

The conduct of the Company does not appear to be subject to censure.

SECTION G - Creditors' Claims

According to the SOA, the Company's creditors largely consist of the claims in favour of the Priority Creditors, which on the basis of a search of the Ontario *Personal Property Security Act* registry, file currency date of December 8, 2020, a Parcel Register, dated December 8, 2020 (the "Parcel Register") and the Company's records, indicate the following:

(a) The Secured Lenders

- a. a mortgage charge on the Property underlying the Project in the amount of \$22MM;
- b. a personal property charge over all of INC's chattels, except consumer goods; and
- c. a personal property charge over all of LP's accounts and other.

(b) The Related Creditors

The Related Creditor holds together a second ranking mortgage (the "Second Mortgage") on the Property underlying the Project in the amount of \$5.2MM.

(c) Maxxwell & Co Inc.

Relates to a construction lien claim in the amount of \$113,336.

(d) Others

Other Priority Creditors include amounts owing to:

- (i) 2730419 Ontario Inc. o/a Davina Swim House in respect to a deposit that was to be held trust;

- (ii) Aztec Structural Restoration Inc. in respect of a construction holdback payable;
- (iii) the DIP Lender; and
- (iv) the Restructuring Professionals subject to the Restructuring Professionals Charge.

At this time, the Proposal Trustee is reviewing the mortgages in favour of the Secured Lenders and the Related Creditors. In respect of the mortgage in favour of the Related Creditors, the Proposal Trustee has not completed a review of all advances purportedly made under that mortgage. The Proposal Trustee will seek a legal opinion as to the validity and enforceability of the security in favour of the Secured Lenders and the Related Creditors if and when necessary for the purposes of the meeting of creditors or any subsequent distribution. The comments in Section L below are based on the current status of the Proposal Trustee's review.

The contingent debts largely relate to potential damages that may be sustained by prospective tenants of the Project. At this time, the Proposal Trustee is unable to comment on the extent of these potential damages, if any.

SECTION H - Previous Business Dealings with the Company

Prior to becoming involved in the NOI Proceedings, the Proposal Trustee has had no previous dealings with the Company.

SECTION I - Informal Meeting with Major Creditors

Not Applicable.

SECTION J - Remuneration of Trustee

The Proposal Trustee's fees and expenses related to the administration of the Proposal, including legal fees, will be paid from the Unsecured Creditor Cash Pool to a maximum of \$15,000. Any further Administrative Fees and Expenses beyond that maximum amount will be paid pursuant to the Restructuring Professionals Charge;

The Proposal Trustee's fees and expenses during the NOI Proceedings have been paid from proceeds made available to the Companies pursuant to the DIP Loan. The Trustee and Weisz Fell Kour LLP, its counsel, hold retainers of \$27,500 and \$7,500, respectively to be applied against ongoing professional fees. These retainers are not included as an asset on the Company's statement of affairs.

SECTION K - Other

Not applicable.

SECTION L - Statement of Estimated Realizations

Set out below is the Trustee’s estimate of the distribution to ordinary unsecured creditors if the Proposals are accepted by the creditors and approved by the Court:

Proposal Fund	\$50,000
Less: Estimated Administrative Fees and Expenses	<u>15,000</u>
Net Funds Available for Distribution	<u>\$35,000</u>
Estimated Claims of Unsecured Creditors	\$914,184
	3.8%

If the Proposal is rejected by the Creditors, the Company will be deemed bankrupt.

As noted above, as part of the June 11th Motion, the Companies seek an order of the Court sealing certain information, including the sale price under the Sale Agreement. Accordingly, in providing the comments herein, including as to whether in the Proposal Trustee’s opinion the Proposal is advantageous to creditors, the Proposal Trustee is limited in certain disclosure it can provide to creditors.

As the contemplated sale is outside of the ordinary course of business, the Proposal Trustee, as an Officer of the Court, must file a report to the Court providing the Court with its observations and recommendations with the respect to the transaction. In deciding whether to approve the transaction, the Court considers, among other things, whether the Proposal Trustee filed with the Court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy. As will be detailed in the Proposal Trustee’s Fifth Report to the Court in these proceedings, the Proposal Trustee has concluded that the contemplated sale transaction is more beneficial to creditors than a sale under a bankruptcy.

The Proposal Trustee must also evaluate whether to recommend the Proposal on the basis that it is advantageous to unsecured creditors. The Proposal Trustee has carried out a review of the anticipated recoveries arising from the proposed transaction and the projected distribution arising from those proceeds, having regard to, among other things, the costs of realization and the extent the proceeds are subject to claims of Priority Creditors. After carrying out this review, the Proposal Trustee is of the opinion that the unsecured creditors would likely receive no recovery in the event of the Company’s bankruptcy.

Preferences and Transactions at Under Value

The Proposal provides that sections 95-101 are not applicable. Accordingly, and to assess the appropriateness of the inclusion of this clause, the Trustee has carried out a review of the Company’s bank statements and cancelled cheques for the period one year prior to the filing of the NOI and ending on April 30, 2021 in order to enable it to be in a position to report to the creditors on any potential preferences or transfers at undervalue identified.. Based on its preliminary review of these records, nothing has come to the Proposal Trustee’s attention that gives rise to any concerns respecting potential preference payments or transfers at undervalue.

SECTION M - Recommendations

Based on the above, the Proposal Trustee recommends the acceptance of the Proposal as the Proposal likely contemplates a more certain and greater distribution to the creditors than a bankruptcy.

SECTION N – Technical Requirements for a Successful Proposal

This Proposal will become effective only if it is accepted by a resolution of the Unsecured Creditors and approved by the Court. To obtain Creditor approval, a simple majority in the number of Unsecured Creditors voting, with this majority representing at least 2/3 of the dollar value of the Unsecured Creditors voting, must vote in favour of the Proposal. If the Unsecured Creditors do not accept the Proposal, then the Company will be deemed to have made an assignment in bankruptcy and a meeting of creditors in the matter of the bankruptcy will immediately take place.

If the Unsecured Creditors vote to accept the Proposal, Court approval of the Proposal must then be sought. If the Court does not approve the Proposal, the Company would be deemed to have made an assignment in bankruptcy and the Trustee of the bankruptcy estate will then call a meeting of creditors in the matter of the bankruptcy.

When completing the Proof of Claim form submitted herewith, Creditors should include all outstanding amounts as at November 28, 2020, the date of the filing of the NOI. It is expressly noted and should be clearly understood that MNP Ltd., in its capacity as Proposal Trustee, assumes no personal liability for any claims that Creditors may have against the Company, filed, proven, deemed or otherwise, either before or after the filing of the Proposal.

Creditors may attend, in person or by proxy, the meeting to consider the Proposal, which will be held on **Friday, June 18, 2021 at 2:00 p.m. (Toronto, Ontario Time) by video/telephone conference (via Microsoft Teams Meetings)**. Instructions for joining the meeting can be found at:

<https://mnpdebt.ca/-/media/files/mnpdebt/corporate/corporate-engagements/proposal/33-laird-group/video-and-telephone-conference-instructions-june-18-2021.pdf>

In order to participate and vote at the meeting, Creditors must file their claims in prior to the start of the meeting. Creditors who do not wish to attend or be represented at the meeting but who wish to vote, may forward their Proofs of Claim and voting letters by either email to fatemah.khalfan@mnp.ca or fax to (416) 596-7894, to the Proposal Trustee so as to be received prior to 2:00 pm (Toronto Time) on June 18, 2021.

Should you have any questions or comments on the Proposal or this report, please do not hesitate to contact the undersigned.

Dated at Toronto, Ontario, the 8th day of June, 2021.

MNP Ltd.

Trustee acting *in re* the Proposals of

33 Laird Inc., 33 Laird GP Inc. and 33 Laird Limited Partnership

and not in its personal or corporate capacity

Per:

A handwritten signature in black ink, appearing to be 'S. Title', written over a horizontal line.

Sheldon Title, CA, CIRP, LIT

Encl.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693094
Estate No. 31-2693094

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

In the matter of the proposal of
33 Laird Inc.
of the City of Toronto
in the Province of Ontario

Take notice that 33 Laird Inc. of the City of Toronto 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 18th day of June 2021 at 2:00 PM at / by telephone conference call or video conference, video conference details will be posted at <https://mnpdebt.ca/en/corporate/corporate-engagements/33-laird-group>, the Call-in details are: 1(877) 252-9279, Conference ID 872451647#.

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 8th day of June 2021.

MNP Ltd. - Licensed Insolvency Trustee

300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
2065629 Ontario	175 Dallimore Circle Toronto ON M3C 4E5 CA	Prospective Tenant	4,723.40
2730419 Ontario Inc. o/a Davina's Swim House	46 Armon Ave Thronhill ON L4J 8B2 CA	Prospective Tenant	40,000.00
AIM Rx Inc	c/o Royal Lepage 2320 Bloor Street West Toronto ON M6S 1P2 CA	Prospective Tenant	72,440.00
Aztec Structural Restoration Inc.	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	Main GC - HB Payable	267,271.73
Aztec Structural Restoration Inc.	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA		369,019.24
Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA		3,170,077.01
BP Capital Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6	DIP Loan	40,000.00
C.F. Crozier & Associates Inc.	40 Huron Street, Suite 301 Collingwood ON L9Y 4R3 CA		9,361.32
CB Ross Partners	501 - 1920 Yonge Street Toronto ON M4S 3E2 CA		786.60
Centurion Mortgage Capital Corporation	25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA		3,214,485.34
CMV Group	247 Spadina Ave, 4th Floor Toronto ON M5T 3A8 CA		86,693.47
DUCA Financial Services Credit Union Ltd	5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA		9,789,335.28
Happy Bathrooms Inc.	160-106 Vanderhood Ave Toronto ON M4G 0B7 CA	Prospective Tenant	3,625.41
Innovia Corporation	10 Queen Elizabeth Blvd. Unit 2 Etobicoke ON M8Z 1L8 CA		271,179.94
K9 Expeditions Anesh Srikrishnakumar	112 Glenvale Blvd Toronto ON M4G 2V9 CA	Prospective Tenant	8,000.00
Lennard Commercial Realty	55 University Avenue, Suite 6060 Toronto ON M4N 3N1 CA		44,070.00
Maxxwel & Co. Inc. John Margie	c/o Margie Strub Construction Law LLP 21 St, Clair Ave. E., Suite 1000 Toronto ON M4T 1L9	CV-20-00652847-0000	113,336.92
Minden Gross, LLP	145 King Street West, Suite 2200 Toronto ON M5H 4G2 CA		6,657.12

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Mirkwood Engineering	5045 Mainway, Suite 216 Burlington ON L7L 5H9 CA		9,780.15
MultiTech Trades Corp	2025 Meadowvale Blvd, Unit 2 Mississauga ON L5N 5N1 CA		99,157.51
Sealink JV Ltd, In Trust	17 Main Street North PO Box 1396 Waterdown ON L0R 2H0		2,027,677.00
Treasurer, City of Toronto George Charocopos, Collections Department	North York Civic Centre, Lower Level 5100 Yonge Street North York ON M2N 5V7	Site Services Fees	95,452.74
Tristar Engineering	8901 Woodbine Ave, Unit 116 Markham ON L3R 9Y4 CA		1,130.00
Total			19,744,260.18

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD INC. A CORPORATION
INCORPORATED UNDER THE ONTARIO *BUSINESS
CORPORATIONS ACT***

PROPOSAL OF 33 LAIRD INC

ARTICLE 1

DEFINITIONS

1.1 Definitions

In this Proposal:

- a) "**Administrative Fees and Expenses**" means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal;
- b) "**Approval Order**" means an Order of the Court approving the Proposal;
- c) "**BIA**" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended and in force as at the Filing Date;
- d) "**Beaux**" means Beaux Properties International Inc.;
- e) "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- f) "**Canada Pension Plan**" means the Canada Pension Plan, R.S.C. 1985, c. C-8, as amended;
- g) "**Claim**" means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Filing Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether

existing at present or commenced in the future based in whole or in part on facts which exist prior to or as of the Filing Date;

- h) "**Court**" means the Ontario Superior Court of Justice [in Bankruptcy and Insolvency] (Commercial List);
- i) "**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;
- j) "**Creditors' Meeting**" means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
- k) "**Creditors' Meeting Date**" means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date;
- l) "**Debtor**" means 33 Laird Inc;
- m) "**Employee Creditors**" means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA 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 salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period;
- n) "**Employment Insurance Act**" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
- o) "**Filing Date**" means 28 November 2020 (the date the Debtor filed a Notices of Intention to Make a Proposal);
- p) "**Implementation Date**" means the date upon which the conditions set forth in Article 6.7 have been satisfied;
- q) "**Income Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
- r) "**Official Receiver**" shall have the meaning ascribed thereto in the BIA;
- s) "**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;
- t) "**Preferred Creditors**" means Creditors with Proven Claims that are required by the BIA to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Source Deduction Creditors;
- u) "**Proof of Claim**" shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;
- v) "**Property**" means the premises known municipally as 33 Laird Drive, Toronto, ON and owned by the Debtor;
- w) "**Proposal**" means this proposal together with any amendments or additions thereto;
- x) "**Proposal Date**" means the date of the filing of the Proposal with the Official Receiver;

- y) "**Purchaser**" means 33 Laird Development Inc. in its capacity as the general partner of 33 Laird Development Limited Partnership, a limited partnership under the laws of the Province of Ontario;
- z) "**Proven Claim**" of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the BIA;
- aa) "**Related Creditor**" means Beaux and/or SeaLink;
- bb) "**SeaLink**" means SeaLink JV Ltd. in trust;
- cc) "**Sale Agreement**" means the agreement of purchase and sale dated May 11, 2021 between the Debtor and the Purchaser for the purchase of the Property and all other assets of the Debtor;
- dd) "**Second Mortgage**" means the mortgage held by Beaux and SeaLink and registered on title to the Property as instrument number AT5572805;
- ee) "**Source Deduction Creditors**" means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the time of the Filing Date and are of a kind that could be subject to a demand under,
 - a. subsection 224(1.2) of the *Income Tax Act*;
 - b. any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to **subsection 224(1.2)** of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - c. any provision of provincial legislation that has a similar purpose to **subsection 224(1.2)** of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum;
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - ii. is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in **subsection 3(1)** of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- ff) "**Trustee**" means MNP Ltd. or its duly appointed successor or successors;
- gg) "**Unsecured Claim**" means a claim for which a creditor holds no security over the assets of the Debtor, or a claim for which any security held is valued at \$NIL within the meaning of Article 2.1, but for the purposes of the Proposal does not include the claim of the Related Creditor.
- hh) "**Unsecured Creditor Cash Pool**" means a fund of \$50,000 to be held by the Trustee for the distribution to the Unsecured Creditors in accordance with the terms of this Proposal.

- ii) "Unsecured Creditors" means the Preferred Creditors and any Creditor who holding an Unsecured Claim; and
- jj) "Voting Letter" shall mean the voting letter required by subsection 51(1) of the BIA to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

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

1.3 Interpretation Not Affected by Headings

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

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which 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 herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

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

1.7 Currency

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

1.8 Statutory References

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

1.9 Successors and Assigns

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

1.10 Proposals of 33 Laird Inc. 33 Laird GP Inc. and 33 Laird Limited Partnership

33 Laird Inc. is the bare trustee of the Property for 33 Laird GP Inc. as beneficial owner, which is the general partner of 33 Laird Limited Partnership. These three entities will as a result have the same assets and the same obligations to creditors. This Proposal by the Debtor is being made in conjunction with the proposals by 33 Laird GP Inc. and 33 Laird Limited Partnership. The treatment of creditors in this Proposal and the Unsecured Creditor Cash Pool shall mirror the treatment of creditors in the proposals of the other two entities. Without limiting the generality of the foregoing, there shall only be one Unsecured Creditor Cash Pool of \$50,000 among all three such proposals.

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITORS

2.1 Valuation of Security

For the purposes of this Proposal, the value of the security held by any creditor with a security interest in the assets of the Debtor that is subordinate to the Second Mortgage will be \$Nil and any amount owing to such creditors will be treated as an Unsecured Claim.

2.2 Secured Creditor

Subject to Article 2.1, the Claim of any Creditor with an interest ranking in priority to the Second Mortgage (which shall include without limiting the generality of the foregoing: (i) any municipal taxes owed, (ii) any holdback owing to claimants under the *Construction Act*, (iii) any amounts owing to DUCA Financial Services Credit Union Ltd. and Centurion Mortgage Corporation in respect of a mortgage on the Property, (iv) amounts owing to the Restructuring Professionals within the meaning of the Court Order dated May 12, 2021, (v) amounts owing to the DIP Lender within the meaning of the Court Order dated December 16, 2020, and (iv) any valid and enforceable trust claims as against the estate of the Debtor) shall be paid by the Debtor in accordance with agreements between the Debtors and the Secured Creditor or as otherwise agreed between the Secured Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement. For greater clarity, the Claims of any Creditor with an interest ranking in priority to the Second Mortgage are unaffected by this Proposal.

2.3 Classes of Creditors

For the purposes of voting on the Proposal, there shall be one (1) class of Creditors. Class 1 will consist of the Unsecured Creditors.

2.4 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid from the Unsecured Creditors Cash Pool to a maximum of \$15,000. Any further Administrative Fees and Expenses beyond that maximum amount will be paid pursuant to the charge granted by the Court in its order dated May 12, 2021.

2.5 Preferred Creditors

The Proven Claims of the Preferred Creditors are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the BIA and the Proposal.

2.6 The Second Mortgage

The Claim of each Related Creditor under the Second Mortgage shall be paid by the Debtor in accordance with agreements between the Debtor and the Related Creditor or as otherwise agreed between the Related Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement, subject to the Related Creditor releasing an interest in the proceeds of sale of the Property in the amount of the Unsecured Creditor Cash Pool. The Claim of the Related Creditor is otherwise not affected by this Proposal.

2.7 Unsecured Creditors

Unsecured Creditors will receive the funds from the Unsecured Creditor Cash Pool less the amounts referred to in Article 2.4 and 2.5, which shall be funded from the proceeds of sale of the Property pursuant to the Sale Agreement as noted in Article 2.6 on a pro rata basis on account of their respective Proven Claims.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claims

Each Creditor must file a Proof of Claim as required by the BIA to vote on, or receive a distribution under, the Proposal.

3.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each Proof of Claim in accordance with the provisions of the BIA. The procedure for valuing Claims of the Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA.

ARTICLE 4

MEETING OF CREDITORS

4.1 Unsecured Creditors' Meeting

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

4.2 Time and Place of Meeting

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

4.3 Conduct of Meeting

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

4.4 Adjournment of Meeting

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

4.5 Voting by Creditors

To the extent provided for herein, each Creditor will be entitled to vote in their respective class to the extent of the amount that is equal to that Creditor's Claim. Any Proof of Claim in respect of a Claim that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the BIA.

4.6 Approval by Creditors

In order that the Proposal be binding, it must be approved by Creditors in accordance with the BIA.

ARTICLE 5

DISTRIBUTION

5.1 Payment of Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid on the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.2 Payment of Source Deduction Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors shall be paid within six (6) months after the making of the Approval Order using proceeds from the sale of the Property pursuant to the Sale Agreement.

5.3 Payment of the Second Mortgage

The amounts owing under the Second Mortgage shall be paid to the mortgage holder less the Unsecured Creditors Cash Pool on the later of the later of (i) Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.4 Payment of Unsecured Creditors

On the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement, the Debtor shall pay to the Trustee the Unsecured Creditor Cash Pool. The Trustee shall make the payments from the Unsecured Creditor Cash Pool to the Unsecured Creditors with a Proven Claim as soon as reasonably practicable.

5.5 Levy

All payments to Unsecured Creditors shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the BIA and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

5.6 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this Article 5, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor 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 6

MISCELLANEOUS

6.1 Release in favour of the Second Mortgage holders

The holders of the Second Mortgage have agreed to fund the Unsecured Creditors Cash Pool as noted in Article 2.6 in consideration for a full and final release. Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims by the Debtor or by the Unsecured Creditors as against the holders of the Second Mortgage arising out of or in connection with the Second Mortgage or the payment to be made to them by the Debtor on account of it.

6.2 Release in favour of directors and officers

Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims against any officer or director of the Debtor.

6.3 Non-application of sections 95 to 101 of the BIA

The provisions of sections 95 to 101 of the BIA shall not apply to this Proposal.

6.4 Discharge of Trustee

The provisions of this Proposal will be binding upon each Creditor, their heirs, executors, administrators, successors and assigns, for all purposes.

6.5 Modification of Proposal

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

6.6 Consents, Waivers and Agreements

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

- a. to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- b. to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured 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 Unsecured 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. subject to the terms of the Proposal, to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal.

6.7 Conditions to Proposal Implementation

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

- a. The Approval of the Sale Agreement by the Court;
- b. The acceptance of the Proposal by the Unsecured Creditors; and
- c. The making of the Approval Order and the expiry of all appeal periods.

6.8 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns).

6.9 Conduct of the Debtor's Business

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

6.10 Full Implementation

This Proposal will be fully implemented by the Debtor upon payment of the Unsecured Creditor Cash Pool to the Trustee in accordance with Article 5.4.

ARTICLE 7

GENERAL

7.1 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

- a) if to the Debtor:
President: Jason Birboim
c/o Goldman, Sloan, Nash and Haber LLP
480 University Avenue
Toronto ON M5G 1V2
Attention: Brendan Bissell
Email: bissell@gsnh.com

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

- c) if to the Trustee:
MNP Ltd.
300-111 Richmond St W
Toronto, ON M5H 204
Attention: Sheldon Title
Telecopier: 416-596-7894
E-mail: sheldon.title@mnp.ca

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

Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

7.2 Foreign Currency Obligations

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

7.3 Applicable Law

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

7.4 Deeming Provisions

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

DATED at the City of Toronto, in the Province of Ontario, this 28th day of May, 2021.

33 LAIRD INC.

Per: 

Name: Jason Birnboim

Title: President

I have authority to bind the corporation.

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693094
 Estate No. 31-2693094

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
 33 Laird Inc.
 of the City of Toronto
 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 28th day of November 2020. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	1,009,636.90	1. Inventory	0.00
Balance of secured claims as per list "B"	██████████	2. Trade fixtures, etc.	0.00
Total unsecured creditors	██████████	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	██████████	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	9.00	Bad	0.00
Total liabilities	19,744,269.18	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	40,993.55
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	██████████
		10. Furniture	0.00
		11. RRSPPs, 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"	87,341.88
		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	██████████
		Deficiency	██████████

I, Jason Bimboim, of the City of Toronto 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 28th day of May 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) virtually via video conference
 before me at the City of Toronto in the Province of Ontario, on this 28th day of May 2021.



Matthew Lem, Commissioner of Oaths
 For the Province of Ontario
 Expires February 21, 2023

Matthew Eric Lem, a Commissioner, etc.,
 Province of Ontario, for MNP Ltd. and MNP LLP.
 Expires February 21, 2023.



Jason Bimboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693094
 Estate No. 31-2693094

FORM 78 – Continued

List "A"
 Unsecured Creditors

33 Laird Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	2065629 Ontario Prospective Tenant	175 Dailmore Circle Toronto ON M3C 4E5 CA	4,723.40		
2	Aztec Structural Restoration Inc.	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	369,019.24		
3	Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA	0.00		
4	C.F. Crozier & Associates Inc.	40 Huron Street, Suite 301 Collingwood ON L9Y 4R3 CA	9,361.32		
5	CB Ross Partners	601 - 1920 Yonge Street Toronto ON M4S 3E2 CA	786.60		
6	CMV Group	247 Spadina Ave, 4th Floor Toronto ON M5T 3A8 CA	86,693.47		
7	Happy Bathrooms Inc. Prospective Tenant	160-106 Vanderhoof Ave Toronto ON M4G 0B7 CA	3,625.41		
8	Innovia Corporation	10 Queen Elizabeth Blvd, Unit 2 Etobicoke ON M8Z 1L8 CA	271,179.94		
9	K9 Expeditions Attn: Anesh Srikrishnakumar Prospective Tenant	112 Glenvale Blvd Toronto ON M4G 2V9 CA	8,000.00		
10	Lennard Commercial Realty	55 University Avenue, Suite 6060 Toronto ON M4N 3N1 CA	44,070.00		
11	Minden Gross, LLP	145 King Street West, Suite 2200 Toronto ON M5H 4G2 CA	6,657.12		
12	Mirkwood Engineering	5045 Mainway, Suite 216 Burlington ON L7L 5H9 CA	9,780.15		
13	MullTech Trades Corp	2025 Meadowvale Blvd, Unit 2 Mississauga ON L5N 5N1 CA	99,157.51		
14	Sealink JV Ltd, In Trust	17 Main Street North PO Box 1396 Waterdown ON L0R 2H0	0.00		
15	Treasurer, City of Toronto Attn: George Charocopos, Collections Department Site Services Fees	North York Civic Centre, Lower Level 5100 Yonge Street North York ON M2N 5V7	95,452.74		
16	Treasurer, City of Toronto Roll No.:190604301000200000003	Box 6000 Toronto ON M2N 5V3 CA	0.00		
17	Tristar Engineering	8901 Woodbine Ave, Unit 116 Markham ON L3R 9Y4 CA	1,130.00		
Total:			1,009,636.90		

28-May-2021

Date


 Jason Bimboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693094
 Estate No. 31-2693094

FORM 78 - Continued

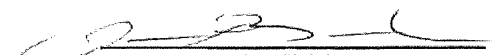
List "B"
 Secured Creditors

33 Laird Inc.

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	2730419 Ontario Inc. o/a Davina's Swim House Prospective Tenant	46 Arnon Ave Thronhill ON L4J 8B2 CA	40,000.00	Cash in bank - Cash in Bank - 1052646 - Royal Bank of Canada Real Property or Immovable - Building and Land - Toronto - 33 Laird				
2	AIM Rx Inc Prospective Tenant	c/o Royal Lepage 2320 Bloor Street West Toronto ON M6S 1P2 CA	72,440.00	Other - Deposits held in Trust with 3rd Party re: AIM Rx Inc.				
3	Aztec Structural Restoration Inc. Main GC - HB Payable	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	267,271.73	Real Property or Immovable - Building and Land - Toronto - 33 Laird				
4	Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA	3,170,077.01	Other - Property Tax Refund Cash in bank - Cash in Bank - 494991600014 - DUCA Credit Union Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
5	BP Capital Inc. DIP Loan	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6	40,000.00	Cash in bank - Cash in Bank - 494991600014 - DUCA Credit Union Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - Property Tax Refund Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				

28-May-2021

Date


 Jason Birnboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693094
 Estate No. 31-2693094

FORM 78 -- Continued

List "B"
 Secured Creditors

33 Laird Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
6	Centurion Mortgage Capital Corporation	25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA	3,214,485.34	Other - Property Tax Refund Cash in bank - Cash in Bank - 494991600014 - DUCA Credit Union Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
7	DUCA Financial Services Credit Union Ltd	5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA	9,789,335.28	Cash in bank - Cash in Bank - 494991600014 - DUCA Credit Union Other - Property Tax Refund Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
8	Maxxwel & Co. Inc. Attn: John Margie CV-20-00652847-0000	c/o Margie Strub Construction Law LLP 21 St. Clair Ave. E., Suite 1000 Toronto ON M4T 1L9	113,336.92	Real Property or Immovable - Building and Land - Toronto - 33 Laird				
9	Sealink JV Ltd, In Trust	17 Main Street North PO Box 1396 Waterdown ON L0R 2H0	2,027,677.00	Other - Property Tax Refund Cash in bank - Cash in Bank - 494991600014 - DUCA Credit Union Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
Total:			18,734,623.28					

28-May-2021

Date


 Jason Bimboim

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693094
Estate No. 31-2693094

FORM 78 - Continued

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

33 Laird Inc.

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

28-May-2021

Date


Jason Birboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693094
 Estate No. 31-2693094

FORM 78 -- Continued

List "D"
 Contingent or Other Liabilities

33 Laird Inc.

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
1	2657479 Ontario Inc./Organic Garage (Canada) Ltd. Attn: Jamie Spotswood Prospective Tenant	c/o Clyde & Co. 401 Bay Street, Suite 2500, PO Box 25 Toronto ON M5H 2Y4	1.00	0.00		Unclaimed
2	Dogtopia Canada Prospective Tenant	c/o Acuity Group Inc. 22 Elderwood Drive Toronto ON M5P 1W5	1.00	0.00		Unclaimed
3	DUCA Financial Services Credit Union Ltd. Attn: Devi Ramlu Letter of Credit	5290 Yonge Street North York ON M2N 5P9	1.00	0.00		Unclaimed
4	Global Pets Prospective Tenant	2-294 Walker Drive Brampton ON L6T 4Z2	1.00	0.00		Unclaimed
5	Glowzone Prospective Tenant	9447 McLaughlin Road North, Unit #7 Brampton ON L6X 4H9	1.00	0.00		Unclaimed
6	Nails For You Attn: Hung Nam Lee Prospective Tenant	34 McArthur Street Toronto ON M9P 3M7	1.00	0.00		Unclaimed
7	Salons by JC Prospective Tenant	1021 Summit Ridge Drive Oakville ON L6M 3K9	1.00	0.00		Unclaimed
8	Via Bridle Path RE Prospective Tenant	678A Sheppard Ave E Toronto ON M2K 1B7	1.00	0.00		Unclaimed
9	Vivo Pizza Prospective Tenant	1170 Sheppard Avenue West Unit 24 Toronto ON M3K 2A3	1.00	0.00		Unclaimed
Total:			9.00	0.00		

28-May-2021

Date


 Jason Bimboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693094
 Estate No. 31-2693094

FORM 78 - Continued

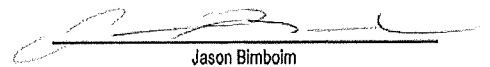
List "E"
 Debts Due to the Debtor

33 Laird Inc.

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				
			Total:	0.00			0.00	
				0.00				

28-May-2021

Date


 Jason Birboim

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693094
Estate No. 31-2693094

FORM 78 - Continued

List "F"

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

33 Laird Inc.

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	

28-May-2021

Date


Jason Birnboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693094
 Estate No. 31-2693094

FORM 78 – Continued

List "G"
 Real Property or Immovables Owned by Debtor
 33 Laird Inc.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Toronto - 33 Laird	100% Interest	33 Laird Inc.	██████████	Aztec Structural Restoration Inc. 11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA 267,271.73 DUCA Financial Services Credit Union Ltd 5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA 9,789,335.28 Centurion Mortgage Capital Corporation 25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA 3,214,485.34 Beaux Properties International Inc. 6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA 3,170,077.01 BP Capital Inc. 6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 40,000.00 Sealink JV Ltd, In Trust 17 Main Street North PO Box 1396 Waterdown ON LOR 2H0 2,027,677.00 2730419 Ontario Inc. o/a Davina's Swim House 46 Armon Ave Thornhill ON L4J 8B2 CA 40,000.00 Maxwell & Co. Inc. c/o Margie Strub Construction Law LLP 21 St. Clair Ave. E., Suite 1000 Toronto ON M4T 1L9 113,336.92	██████████
Total:			██████████		██████████

28-May-2021

 Date



 Jason Birboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693094
 Estate No. 31-2693094

FORM 76 – Concluded

List "H"
 Property

33 Laird Inc.

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	Royal Bank of Canada Toronto	1052646	23,947.63	23,947.63
	DUCA Credit Union Toronto	494991600014	17,045.93	17,045.93
(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		Deposits held in Trust with 3rd Party re: AIM Rx Inc.	72,440.00	72,440.00
		Property Tax Refund	6,988.88	6,988.88
		DUCA Class A Bonus Share	0.00	1,500.00
		Deposits - City of Toronto (Tree, Inspection Fee)	11,714.00	6,413.00
Total:			128,335.44	128,335.44

28-May-2021

Date


 Jason Bimboim

Court No. 31-2693094

Estate No. 31-2693094

In the matter of the proposal of
33 Laird Inc.
of the City of Toronto
in the Province of Ontario

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

Trustee: Sheldon Title
License: 2278
Email: sheldon.title@mnp.ca

MNP Ltd. - Licensed Insolvency Trustee
300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693094
Estate No. 31-2693094

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
33 Laird Inc.
of the City of Toronto
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 33 Laird Inc. of the City of Toronto 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 11th day of March 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 20(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.

Under Section 109 of the Bankruptcy and Insolvency Act only those creditors who have filed their claims in the proper form with the trustee, before the time appointed for the meeting, are entitled to vote at the meeting.

Section 124 states that every creditor shall prove his claim and the creditor who does not prove his claim is not entitled to share in any distribution that may be made.

General

- ◆ The signature of a witness is required;
- ◆ The claim must be signed personally by the individual completing this declaration;
- ◆ Give the complete address where all notices or correspondence is to be forwarded
- ◆ The amount of the statement of account must correspond to the amount indicated on the proof of claim.
- ◆ It is permissible to file a proof of claim by fax or by email.

Paragraph 1

- ◆ Creditor must state full and complete legal name of company or firm;
- ◆ If the individual completing the proof of claim is not the creditor himself, he/she must state his/her position or title.

Paragraph 3

- ◆ The statement of account must be complete;
- ◆ A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

Paragraph 4

- ◆ Subparagraph 4.A must be completed by an unsecured creditor and must indicate if priority is claimed pursuant to Section 136.
- ◆ Subparagraph 4.B must be completed by a landlord only in a Proposal, for any claim related to disclaimer of lease. The amount of the claim is to be calculated according to the terms of the proposal. Provide details of calculation.
- ◆ Subparagraph 4.C must be completed by a secured creditor. A certified true copy of the security instrument as registered must be provided.
- ◆ Subparagraph 4.D must be completed a farmer, fisherman or aquaculturist creditor. A copy of the sales agreement and delivery documents must be provided.
- ◆ Subparagraph 4.E applies if you are a wage earner (ie, a clerk, servant, travelling salesperson, labourer or worker who is owed wages, salaries, commissions or compensation by a bankrupt (subsection 81.3) or by a "person" that is subject to a receivership (subsection 81.4) for services rendered during the six months immediately before the date of bankruptcy or receivership).
- ◆ Subparagraph 4.F applies to claims by employees for unpaid amounts regarding pension plans. Please note that such claims apply only to unremitted pension contributions outstanding when the sponsoring employer becomes bankrupt or is subject to a receivership.
- ◆ Subparagraph 4.G is to be completed only in a Proposal, and only if the proposal provides for the compromise of claims against Directors. Provide full details including calculations.
- ◆ Subparagraph 4.H applies if you are a "customer" of a bankrupt securities firm (as contemplated by Section 262 of the Bankruptcy and Insolvency Act).

Paragraph 5

- ◆ All claimants must indicate if he or she is related or not to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "AM" or "IS" or "AM NOT" or "IS NOT".

Paragraph 6

- ◆ All claimants must attach a detailed list of all payments or credits received or granted, as follows:
 - a) Within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related;
 - b) Within the twelve (12) months preceding the bankruptcy or proposal, in the case where the claimant and the debtor are related.

- APPOINTING PROXY -

Note: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditor.

General

- ◆ A creditor may vote either in person or by proxy;
- ◆ A debtor may not be appointed as proxy to vote at any meeting of his creditors;
- ◆ The Trustee may be appointed as a proxy for any creditor;
- ◆ In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693094
Estate No. 31-2693094

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
33 Laird Inc.
of the City of Toronto
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:

MNP Ltd. - Licensed Insolvency Trustee

300 - 111 Richmond Street West
Toronto ON M5H 2G4
Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693094
Estate No. 31-2693094

FORM 37

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

In the matter of the proposal of
33 Laird Inc.
of the City of Toronto
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 33 Laird
Inc., to record my vote _____ (for or against) the acceptance of the proposal as made on the
_____ day of _____, _____.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____

Name and Title of Signing Officer

Return To:
MNP Ltd. - Licensed Insolvency Trustee
Per:

Sheldon Title - Licensed Insolvency Trustee
300 - 111 Richmond Street West
Toronto ON M5H 2G4
Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693092
Estate No. 31-2693092

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

In the matter of the proposal of
33 Laird GP Inc.
of the City of Toronto
in the Province of Ontario

Take notice that 33 Laird GP Inc. of the City of Toronto 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 18th day of June 2021 at 2:00 PM at / by telephone conference call or video conference, video conference details will be posted at <https://mnpdebt.ca/en/corporate/corporate-engagements/33-laird-group>, the Call-in details are: 1(877) 252-9279, Conference ID 872451647#.

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 8th day of June 2021.

MNP Ltd. - Licensed Insolvency Trustee

300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
2065629 Ontario	175 Dallimore Circle Toronto ON M3C 4E5 CA	Prospective Tenant	4,723.40
2730419 Ontario Inc. o/a Davina's Swim House	46 Armon Ave Thronhill ON L4J 8B2 CA	Prospective Tenant	40,000.00
AIM Rx Inc	c/o Royal Lepage 2320 Bloor Street West Toronto ON M6S 1P2 CA	Prospective Tenant	72,440.00
Aztec Structural Restoration Inc.	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	N/A	267,271.73
Aztec Structural Restoration Inc.	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	N/A	369,019.24
Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA		3,170,077.01
BP Capital Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6	DIP Loan	40,000.00
C.F. Crozier & Associates Inc.	40 Huron Street, Suite 301 Collingwood ON L9Y 4R3 CA	N/A	9,361.32
CB Ross Partners	501 - 1920 Yonge Street Toronto ON M4S 3E2 CA	N/A	786.60
Centurion Mortgage Capital Corporation	25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA		3,214,485.34
CMV Group	247 Spadina Ave, 4th Floor Toronto ON M5T 3A8 CA	N/A	86,693.47
DUCA Financial Services Credit Union Ltd	5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA		9,789,335.28
Happy Bathrooms Inc.	160-106 Vanderhood Ave Toronto ON M4G 0B7 CA	Prospective Tenant	3,625.41
Innovia Corporation	10 Queen Elizabeth Blvd. Unit 2 Etobicoke ON M8Z 1L8 CA	N/A	271,179.94
K9 Expeditions Anesh Srikrishnakumar	112 Glenvale Blvd Toronto ON M4G 2V9	Prospective Tenant	8,000.00
Lennard Commercial Realty	55 University Avenue, Suite 6060 Toronto ON M4N 3N1 CA	N/A	44,070.00
Maxxwel & Co. Inc. John Margie	c/o Margie Strub Construction Law LLP 21 St. Clair Ave. E., Suite 1000 Toronto ON M4T 1L9	CV-20-00652847-0000	113,336.92
Minden Gross, LLP	145 King Street West, Suite 2200 Toronto ON M5H 4G2 CA	N/A	6,657.12

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Mirkwood Engineering	5045 Mainway, Suite 216 Burlington ON L7L 5H9 CA	N/A	9,780.15
MultiTech Trades Corp	2025 Meadowvale Blvd, Unit 2 Mississauga ON L5N 5N1 CA	N/A	99,157.51
Sealink JV Ltd, In Trust	17 Main Street Nprth PO Box 1396 Waterdown ON L0R 2H0		2,027,677.00
Treasurer, City of Toronto George Charocopos, Collections Department	North York Civic Centre, Lower Level 5100 Yonge Street North York ON M2N 5V7	N/A	95,452.74
Tristar Engineering	8901 Woodbine Ave, Unit 116 Markham ON L3R 9Y4 CA		1,130.00
Total			19,744,260.18

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD GP INC., A
CORPORATION INCORPORATED UNDER THE ONTARIO
BUSINESS CORPORATIONS ACT**

OF 33 LAIRD GP INC.

ARTICLE 1

DEFINITIONS

1.1 Definitions

In this Proposal:

- a) "**Administrative Fees and Expenses**" means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal;
- b) "**Approval Order**" means an Order of the Court approving the Proposal;
- c) "**BIA**" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended and in force as at the Filing Date;
- d) "**Beaux**" means Beaux Properties International Inc.;
- e) "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- f) "**Canada Pension Plan**" means the Canada Pension Plan, R.S.C. 1985, c. C-8, as amended;
- g) "**Claim**" means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Filing Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether

- existing at present or commenced in the future based in whole or in part on facts which exist prior to or as of the Filing Date;
- h) "**Court**" means the Ontario Superior Court of Justice [in Bankruptcy and Insolvency] (Commercial List);
 - i) "**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;
 - j) "**Creditors' Meeting**" means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
 - k) "**Creditors' Meeting Date**" means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date;
 - l) "**Debtor**" means 33 Laird GP Inc.;
 - m) "**Employee Creditors**" means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA 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 salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period;
 - n) "**Employment Insurance Act**" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
 - o) "**Filing Date**" means 28 November 2020 (the date the Debtor filed a Notices of Intention to Make a Proposal);
 - p) "**Implementation Date**" means the date upon which the conditions set forth in Article 6.7 have been satisfied;
 - q) "**Income Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
 - r) "**Official Receiver**" shall have the meaning ascribed thereto in the BIA;
 - s) "**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;
 - t) "**Preferred Creditors**" means Creditors with Proven Claims that are required by the BIA to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Source Deduction Creditors;
 - u) "**Proof of Claim**" shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;
 - v) "**Property**" means the premises known municipally as 33 Laird Drive, Toronto, ON and owned by the Debtor;
 - w) "**Proposal**" means this proposal together with any amendments or additions thereto;
 - x) "**Proposal Date**" means the date of the filing of the Proposal with the Official Receiver;

- y) "**Purchaser**" means 33 Laird Development Inc. in its capacity as the general partner of 33 Laird Development Limited Partnership, a limited partnership under the laws of the Province of Ontario;
- z) "**Proven Claim**" of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the BIA;
- aa) "**Related Creditor**" means Beaux and/or SeaLink;
- bb) "**SeaLink**" means SeaLink JV Ltd. in trust;
- cc) "**Sale Agreement**" means the agreement of purchase and sale dated May 11, 2021 between the Debtor and the Purchaser for the purchase of the Property and all other assets of the Debtor;
- dd) "**Second Mortgage**" means the mortgage held by Beaux and SeaLink and registered on title to the Property as instrument number AT5572805;
- ee) "**Source Deduction Creditors**" means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the time of the Filing Date and are of a kind that could be subject to a demand under,
 - a. subsection 224(1.2) of the *Income Tax Act*;
 - b. any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to **subsection 224(1.2)** of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - c. any provision of provincial legislation that has a similar purpose to **subsection 224(1.2)** of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum;
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - ii. is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in **subsection 3(1)** of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- ff) "**Trustee**" means MNP Ltd. or its duly appointed successor or successors;
- gg) "**Unsecured Claim**" means a claim for which a creditor holds no security over the assets of the Debtor, or a claim for which any security held is valued at \$NIL within the meaning of Article 2.1, but for the purposes of the Proposal does not include the claim of the Related Creditor.
- hh) "**Unsecured Creditor Cash Pool**" means a fund of \$50,000 to be held by the Trustee for the distribution to the Unsecured Creditors in accordance with the terms of this Proposal.

- ii) "**Unsecured Creditors**" means the Preferred Creditors and any Creditor who holding an Unsecured Claim; and
- jj) "**Voting Letter**" shall mean the voting letter required by **subsection 51(1)** of the BIA to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

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

1.3 Interpretation Not Affected by Headings

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

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which 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 herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

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

1.7 Currency

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

1.8 Statutory References

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

1.9 Successors and Assigns

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

1.10 Proposals of 33 Laird Inc. 33 Laird GP Inc. and 33 Laird Limited Partnership

33 Laird Inc. is the bare trustee of the Property for 33 Laird GP Inc. as beneficial owner, which is the general partner of 33 Laird Limited Partnership. These three entities will as a result have the same assets and the same obligations to creditors. This Proposal by the Debtor is being made in conjunction with the proposals by 33 Laird Inc. and 33 Laird Limited Partnership. The treatment of creditors in this Proposal and the Unsecured Creditor Cash Pool shall mirror the treatment of creditors in the proposals of the other two entities. Without limiting the generality of the foregoing, there shall only be one Unsecured Creditor Cash Pool of \$50,000 among all three such proposals.

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITORS

2.1 Valuation of Security

For the purposes of this Proposal, the value of the security held by any creditor with a security interest in the assets of the Debtor that is subordinate to the Second Mortgage will be \$Nil and any amount owing to such creditors will be treated as an Unsecured Claim.

2.2 Secured Creditor

Subject to Article 2.1, the Claim of any Creditor with an interest ranking in priority to the Second Mortgage (which shall include without limiting the generality of the foregoing: (i) any municipal taxes owed, (ii) any holdback owing to claimants under the *Construction Act*, (iii) any amounts owing to DUCA Financial Services Credit Union Ltd. and Centurion Mortgage Corporation in respect of a mortgage on the Property, (iv) amounts owing to the Restructuring Professionals within the meaning of the Court Order dated May 12, 2021, (v) amounts owing to the DIP Lender within the meaning of the Court Order dated December 16, 2020, and (iv) any valid and enforceable trust claims as against the estate of the Debtor) shall be paid by the Debtor in accordance with agreements between the Debtors and the Secured Creditor or as otherwise agreed between the Secured Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement. For greater clarity, the Claims of any Creditor with an interest ranking in priority to the Second Mortgage are unaffected by this Proposal.

2.3 Classes of Creditors

For the purposes of voting on the Proposal, there shall be one (1) class of Creditors. Class 1 will consist of the Unsecured Creditors.

2.4 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid from the Unsecured Creditors Cash Pool to a maximum of \$15,000. Any further Administrative Fees and Expenses beyond that maximum amount will be paid pursuant to the charge granted by the Court in its order dated May 12, 2021.

2.5 Preferred Creditors

The Proven Claims of the Preferred Creditors are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the BIA and the Proposal.

2.6 The Second Mortgage

The Claim of each Related Creditor under the Second Mortgage shall be paid by the Debtor in accordance with agreements between the Debtor and the Related Creditor or as otherwise agreed between the Related Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement, subject to the Related Creditor releasing an interest in the proceeds of sale of the Property in the amount of the Unsecured Creditor Cash Pool. The Claim of the Related Creditor is otherwise not affected by this Proposal.

2.7 Unsecured Creditors

Unsecured Creditors will receive the funds from the Unsecured Creditor Cash Pool less the amounts referred to in Article 2.4 and 2.5, which shall be funded from the proceeds of sale of the Property pursuant to the Sale Agreement as noted in Article 2.6 on a pro rata basis on account of their respective Proven Claims.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claims

Each Creditor must file a Proof of Claim as required by the BIA to vote on, or receive a distribution under, the Proposal.

3.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each Proof of Claim in accordance with the provisions of the BIA. The procedure

for valuing Claims of the Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA.

ARTICLE 4

MEETING OF CREDITORS

4.1 Unsecured Creditors' Meeting

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

4.2 Time and Place of Meeting

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

4.3 Conduct of Meeting

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

4.4 Adjournment of Meeting

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

4.5 Voting by Creditors

To the extent provided for herein, each Creditor will be entitled to vote in their respective class to the extent of the amount that is equal to that Creditor's Claim. Any Proof of Claim in respect of a Claim that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the BIA.

4.6 Approval by Creditors

In order that the Proposal be binding, it must be approved by Creditors in accordance with the BIA.

ARTICLE 5

DISTRIBUTION

5.1 Payment of Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid on the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.2 Payment of Source Deduction Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors shall be paid within six (6) months after the making of the Approval Order using proceeds from the sale of the Property pursuant to the Sale Agreement.

5.3 Payment of the Second Mortgage

The amounts owing under the Second Mortgage shall be paid to the mortgage holder less the Unsecured Creditors Cash Pool on the later of (i) Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.4 Payment of Unsecured Creditors

On the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement, the Debtor shall pay to the Trustee the Unsecured Creditor Cash Pool. The Trustee shall make the payments from the Unsecured Creditor Cash Pool to the Unsecured Creditors with a Proven Claim as soon as reasonably practicable.

5.5 Levy

All payments to Unsecured Creditors shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the BIA and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

5.6 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this Article 5, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor 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 6

MISCELLANEOUS

6.1 Release in favour of the Second Mortgage holders

The holders of the Second Mortgage have agreed to fund the Unsecured Creditors Cash Pool as noted in Article 2.6 in consideration for a full and final release. Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims by the Debtor or by the Unsecured Creditors as against the holders of the Second Mortgage arising out of or in connection with the Second Mortgage or the payment to be made to them by the Debtor on account of it.

6.2 Release in favour of directors and officers

Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims against any officer or director of the Debtor.

6.3 Non-application of sections 95 to 101 of the BIA

The provisions of sections 95 to 101 of the BIA shall not apply to this Proposal.

6.4 Discharge of Trustee

The provisions of this Proposal will be binding upon each Creditor, their heirs, executors, administrators, successors and assigns, for all purposes.

6.5 Modification of Proposal

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

6.6 Consents, Waivers and Agreements

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

- a. to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- b. to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured 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 Unsecured 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. subject to the terms of the Proposal, to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal.

6.7 Conditions to Proposal Implementation

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

- a. The Approval of the Sale Agreement by the Court;
- b. The acceptance of the Proposal by the Unsecured Creditors; and
- c. The making of the Approval Order and the expiry of all appeal periods.

6.8 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns).

6.9 Conduct of the Debtor's Business

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

6.10 Full Implementation

This Proposal will be fully implemented by the Debtor upon payment of the Unsecured Creditor Cash Pool to the Trustee in accordance with Article 5.4.

ARTICLE 7

GENERAL

7.1 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

a) if to the Debtor:

President: Jason Birboim
c/o Goldman, Sloan, Nash and Haber LLP
480 University Avenue
Toronto ON M5G 1V2
Attention: Brendan Bissell
Email: bissell@gsnh.com

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

c) if to the Trustee:

MNP Ltd.
300-111Richmond St W
Toronto, ON M5H 204
Attention: Sheldon Title
Telecopier: 416-596-7894
E-mail:sheldon.title@mnp.ca

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

Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

7.2 Foreign Currency Obligations

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

7.3 Applicable Law

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

7.4 Deeming Provisions

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

DATED at the City of Toronto, in the Province of Ontario, this 28th day of May, 2021.

33 LAIRD GP INC.

Per: 

Name: Jason Birnboim

Title: President

I have authority to bind the corporation.

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693092
 Estate No. 31-2693092

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
 33 Laird GP Inc.
 of the City of Toronto
 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 28th day of November 2020. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	1,009,636.90	1. Inventory	0.00
Balance of secured claims as per list "B"	██████████	2. Trade fixtures, etc.	0.00
Total unsecured creditors	██████████	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	██████████	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	9.00	Bad	0.00
Total liabilities	19,744,269.18	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	40,993.56
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	██████████
		10. Furniture	0.00
		11. RRSPs, RRIFFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	87,341.88
		If debtor is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	██████████
		Deficiency	██████████

I, Jason Birnboim, of the City of Toronto 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 28th day of May 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) virtually via video conference
 before me at the City of Toronto in the Province of Ontario, on this 28th day of May 2021.



Matthew Lem, Commissioner of Oaths
 For the Province of Ontario
 Expires February 21, 2023



Jason Birnboim

Matthew Eric Lem, a Commissioner, etc.,
 Province of Ontario, for MNP Ltd. and MNP LLP.
 Expires February 21, 2023.

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693092
 Estate No. 31-2693092

FORM 78 – Continued

List "A"
 Unsecured Creditors

33 Laird GP Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	2065629 Ontario Prospective Tenant	175 Dallimore Circle Toronto ON M3C 4E5 CA	4,723.40		
2	Aztec Structural Restoration Inc. N/A	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	369,019.24		
3	Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA	0.00		
4	C.F. Crozier & Associates Inc. N/A	40 Huron Street, Suite 301 Collingwood ON L9Y 4R3 CA	9,361.32		
5	CB Ross Partners N/A	501 - 1920 Yonge Street Toronto ON M4S 3E2 CA	786.60		
6	CMV Group N/A	247 Spadina Ave, 4th Floor Toronto ON M5T 3A8 CA	86,693.47		
7	Happy Bathrooms Inc. Prospective Tenant	160-106 Vanderhoof Ave Toronto ON M4G 0B7 CA	3,625.41		
8	Innovia Corporation N/A	10 Queen Elizabeth Blvd, Unit 2 Etobicoke ON M8Z 1L8 CA	271,179.94		
9	K9 Expeditions Attn: Anesh Srikrishnakumar Prospective Tenant	112 Glenvale Blvd Toronto ON M4G 2V9	8,000.00		
10	Lennard Commercial Realty N/A	55 University Avenue, Suite 6060 Toronto ON M4N 3N1 CA	44,070.00		
11	Minden Gross, LLP N/A	145 King Street West, Suite 2200 Toronto ON M5H 4G2 CA	6,657.12		
12	Mirkwood Engineering N/A	6045 Mainway, Suite 216 Burlington ON L7L 5H9 CA	9,780.15		
13	MultiTech Trades Corp N/A	2025 Meadowvale Blvd, Unit 2 Mississauga ON L5N 5N1 CA	99,157.51		
14	Sealink JV Ltd, In Trust	17 Main Street Nprth PO Box 1396 Waterdown ON L0R 2H0	0.00		
15	Treasurer, City of Toronto Attn: George Charocpos, Collections Department N/A	North York Civic Centre, Lower Level 5100 Yonge Street North York ON M2N 5V7	95,452.74		
16	Treasurer, City of Toronto Roll No.:190604301000200000003	Box 6000 Toronto ON M2N 5V3 CA	0.00		
17	Tristar Engineering	8901 Woodbine Ave, Unit 116 Markham ON L3R 9Y4 CA	1,130.00		
Total:			1,009,636.90		

28-Nov-2020

Date


 Jason Bimboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693092
 Estate No. 31-2693092

FORM 78 – Continued

List "B"
 Secured Creditors

33 Laird GP Inc.

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	2730419 Ontario Inc. o/a Davina's Swim House Prospective Tenant	46 Armon Ave Thronhill ON L4J 8B2 CA	40,000.00	Cash on Hand - Cash in Bank - 1052646 - Royal Bank of Canada Real Property or Immovable - Building and Land - Toronto - 33 Laird				
2	AIM Rx Inc Prospective Tenant	c/o Royal Lepage 2320 Bloor Street West Toronto ON M6S 1P2 CA	72,440.00	Other - Deposits held in Trust with 3rd Party re: AIM Rx Inc.				
3	Aztec Structural Restoration Inc. N/A	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	267,271.73	Real Property or Immovable - Building and Land - Toronto - 33 Laird				
4	Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA	3,170,077.01	Other - Deposits - City of Toronto (Tree, Inspection Fee) Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Property Tax Refund Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
5	BP Capital Inc. DIP Loan	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6	40,000.00	Other - Deposits - City of Toronto (Tree, Inspection Fee) Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Property Tax Refund Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				

28-Nov-2020

Date



Jason Birnboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693092
 Estate No. 31-2693092

FORM 78 - Continued

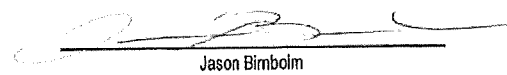
List "B"
 Secured Creditors

33 Laird GP Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
6	Centurion Mortgage Capital Corporation	25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA	3,214,485.34	Other - Deposits - City of Toronto (Tree, Inspection Fee) Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Property Tax Refund Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
7	DUCA Financial Services Credit Union Ltd	5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA	9,789,335.28	Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Property Tax Refund Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
8	Maxxwel & Co. Inc. Attn: John Margie CV-20-00652847-0000	c/o Margie Strub Construction Law LLP 21 St, Clair Ave. E., Suite 1000 Toronto ON M4T 1L9	113,336.92	Real Property or Immovable - Building and Land - Toronto - 33 Laird				
9	Sealink JV Ltd, In Trust	17 Main Street Nprth PO Box 1396 Waterdown ON L0R 2H0	2,027,677.00	Other - Deposits - City of Toronto (Tree, Inspection Fee) Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Property Tax Refund Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
Total:			18,734,623.28					

28-Nov-2020

Date



Jason Birbalm

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693092
Estate No. 31-2693092

FORM 78 - Continued

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

33 Laird GP Inc.

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

28-Nov-2020

Date



Jason Blinboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693092
 Estate No. 31-2693092

FORM 78 -- Continued


List "D"
 Contingent or Other Liabilities

33 Laird GP Inc.

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
1	2557479 Ontario Inc./Organic Garage (Canada) Ltd. Prospective Tenant	c/o Clyde & Co. 401 Bay Street, Suite 2500, PO Box 25 Toronto ON M5H 2Y4	1.00	0.00		Unclaimed
2	Dogtopia Canada Prospective Tenant	c/o Acuity Group Inc. 22 Elderwood Drive Toronto ON M5P 1W5	1.00	0.00		Unclaimed
3	DUCA Financial Services Credit Union Ltd. Attn: Devi Ramlu Letter of Credit	5290 Yonge Street North York ON M2N 5P9	1.00	0.00		Unclaimed
4	Global Pets Prospective Tenant	2-294 Walker Drive Brampton ON L6T 4Z2	1.00	0.00		Unclaimed
5	Glowzone Prospective Tenant	9447 McLaughlin Road North, Unit #7 Brampton ON L6X 4H9	1.00	0.00		Unclaimed
6	Nails For You Attn: Hung Nam Lee Prospective Tenant	34 McArthur Street Toronto ON M9P 3M7	1.00	0.00		Unclaimed
7	Salons by JC Prospective Tenant	1021 Summit Ridge Drive Oakville ON L6M 3K9	1.00	0.00		Unclaimed
8	Via Bridle Path RE Prospective Tenant	678A Sheppard Ave E Toronto ON M2K 1B7	1.00	0.00		Unclaimed
9	Vivo Pizza Prospective Tenant	1170 Sheppard Avenue West Unit 24 Toronto ON M3K 2A3	1.00	0.00		Unclaimed
Total:			9.00	0.00		

28-Nov-2020

Date


 Jason Birboim

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693092
Estate No. 31-2693092

FORM 78 -- Continued

List "E"
Debts Due to the Debtor

33 Laird GP Inc.

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				
			Total:	0.00			0.00	
				0.00				

28-Nov-2020

Date


Jason Birboim

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693092
Estate No. 31-2693092

FORM 78 - Continued

List "F"

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

33 Laird GP Inc.

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	

28-Nov-2020

Date



Jason Birboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693092
 Estate No. 31-2693092

FORM 78 - Continued

List "G"
 Real Property or Immovables Owned by Debtor

33 Laird GP Inc.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Toronto - 33 Laird - Property under development	100% Interest	33 Laird Inc.	██████████	Aztec Structural Restoration Inc. 11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA 267,271.73 DUCA Financial Services Credit Union Ltd 5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA 9,789,335.28 Centurion Mortgage Capital Corporation 25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA 3,214,485.34 Beaux Properties International Inc. 6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA 3,170,077.01 Sealink JV Ltd, In Trust 17 Main Street Nprth PO Box 1396 Waterdown ON L0R 2H0 2,027,677.00 Maxwell & Co. Inc. c/o Margie Strub Construction Law LLP 21 St, Clair Ave. E., Suite 1000 Toronto ON M4T 1L9 113,336.92 2730419 Ontario Inc. o/a Davina's Swim House 46 Armon Ave Thornhill ON L4J 8B2 CA 40,000.00 BP Capital Inc. 6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 40,000.00	██████████
Total:			██████████		██████████

28-Nov-2020

Date


 Jason Birnboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693092
 Estate No. 31-2693092

FORM 78 - Concluded

List "H"
 Property


33 Laird GP Inc.

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	DUCA Credit Union Toronto	494991600014	17,045.93	17,045.93
	Royal Bank of Canada Toronto	1052646	23,947.63	23,947.63
(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		Deposits - City of Toronto (Tree, Inspection Fee)	11,714.00	6,413.00
		Deposits held in Trust with 3rd Party re: AIM Rx Inc.	72,440.00	72,440.00
		Property Tax Refund	6,988.88	6,988.88
		DUCA Class A Bonus Share	0.00	1,500.00
			Total:	128,335.44

28-Nov-2020

Date


 Jason Birnbolm

Court No. 31-2693092

File No. 31-2693092

In the matter of the proposal of
33 Laird GP Inc.
of the City of Toronto
in the Province of Ontario

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

Trustee: Sheldon Title
License: 2278
Email: sheldon.title@mnp.ca

MNP Ltd. - Licensed Insolvency Trustee
300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693092
Estate No. 31-2693092

- 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
33 Laird GP Inc.
of the City of Toronto
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 33 Laird GP Inc. of the City of Toronto in the Province of Ontario and the claim of _____, creditor.
I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

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

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

3. That the debtor was, at the date of proposal, namely the 28th day of November 2020, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

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

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

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

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

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

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

C. SECURED CLAIM OF \$ _____

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

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

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

- 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 20(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.

Under Section 109 of the Bankruptcy and Insolvency Act only those creditors who have filed their claims in the proper form with the trustee, before the time appointed for the meeting, are entitled to vote at the meeting.

Section 124 states that every creditor shall prove his claim and the creditor who does not prove his claim is not entitled to share in any distribution that may be made.

General

- ◆ The signature of a witness is required;
- ◆ The claim must be signed personally by the individual completing this declaration;
- ◆ Give the complete address where all notices or correspondence is to be forwarded
- ◆ The amount of the statement of account must correspond to the amount indicated on the proof of claim.
- ◆ It is permissible to file a proof of claim by fax or by email.

Paragraph 1

- ◆ Creditor must state full and complete legal name of company or firm;
- ◆ If the individual completing the proof of claim is not the creditor himself, he/she must state his/her position or title.

Paragraph 3

- ◆ The statement of account must be complete;
- ◆ A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

Paragraph 4

- ◆ Subparagraph 4.A must be completed by an unsecured creditor and must indicate if priority is claimed pursuant to Section 136.
- ◆ Subparagraph 4.B must be completed by a landlord only in a Proposal, for any claim related to disclaimer of lease. The amount of the claim is to be calculated according to the terms of the proposal. Provide details of calculation.
- ◆ Subparagraph 4.0 must be completed by a secured creditor. A certified true copy of the security instrument as registered must be provided.
- ◆ Subparagraph 4.D must be completed a farmer, fisherman or aquaculturist creditor. A copy of the sales agreement and delivery documents must be provided.
- ◆ Subparagraph 4.E applies if you are a wage earner (ie, a clerk, servant, travelling salesperson, labourer or worker who is owed wages, salaries, commissions or compensation by a bankrupt (subsection 81.3) or by a "person" that is subject to a receivership (subsection 81.4) for services rendered during the six months immediately before the date of bankruptcy or receivership).
- ◆ Subparagraph 4.F applies to claims by employees for unpaid amounts regarding pension plans. Please note that such claims apply only to unremitted pension contributions outstanding when the sponsoring employer becomes bankrupt or is subject to a receivership.
- ◆ Subparagraph 4.G is to be completed only in a Proposal, and only if the proposal provides for the compromise of claims against Directors. Provide full details including calculations.
- ◆ Subparagraph 4.H applies if you are a "customer" of a bankrupt securities firm (as contemplated by Section 262 of the Bankruptcy and Insolvency Act).

Paragraph 5

- ◆ All claimants must indicate if he or she is related or not to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "AM" or "IS" or "AM NOT" or "IS NOT".

Paragraph 6

- ◆ All claimants must attach a detailed list of all payments or credits received or granted, as follows:
 - a) Within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related;
 - b) Within the twelve (12) months preceding the bankruptcy or proposal, in the case where the claimant and the debtor are related.

- APPOINTING PROXY -

Note: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditor.

General

- ◆ A creditor may vote either in person or by proxy;
- ◆ A debtor may not be appointed as proxy to vote at any meeting of his creditors;
- ◆ The Trustee may be appointed as a proxy for any creditor;
- ◆ In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693092
Estate No. 31-2693092

- 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
33 Laird GP Inc.
of the City of Toronto
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:
MNP Ltd. - Licensed Insolvency Trustee

300 - 111 Richmond Street West
Toronto ON M5H 2G4
Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693092
Estate No. 31-2693092

FORM 37

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

In the matter of the proposal of
33 Laird GP Inc.
of the City of Toronto
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 33 Laird
GP Inc., to record my vote _____ (for or against) the acceptance of the proposal as made on the
_____ day of _____, _____.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
MNP Ltd. - Licensed Insolvency Trustee
Per:

Sheldon Title - Licensed Insolvency Trustee
300 - 111 Richmond Street West
Toronto ON M5H 2G4
Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693095
Estate No. 31-2693095

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

In the matter of the proposal of
33 Laird Limited Partnership
of the City of Toronto
in the Province of Ontario

Take notice that 33 Laird Limited Partnership of the City of Toronto 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 18th day of June 2021 at 2:00 AM at / by telephone conference call or video conference, video conference details will be posted at <https://mnpdebt.ca/en/corporate/corporate-engagements/33-laird-group>, the Call-in details are: 1(877) 252-9279, Conference ID 872451647#.

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 8th day of June 2021.

MNP Ltd. - Licensed Insolvency Trustee

300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
2065629 Ontario	175 Dallimore Circle Toronto ON M3C 4E5 CA	Prospective Tenant	4,723.40
2730419 Ontario Inc. o/a Davina's Swim House	46 Armon Ave Thronhill ON L4J 8B2	Prospective Tenant	40,000.00
AIM Rx Inc	c/o Royal Lepage 2320 Bloor Street West Toronto ON M6S 1P2 CA	N/A	72,440.00
Aztec Structural Restoration Inc.	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	N/A	267,271.73
Aztec Structural Restoration Inc.	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	N/A	369,019.24
Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA		3,170,077.01
BP Capital Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6	DIP Loan	40,000.00
C.F. Crozier & Associates Inc.	40 Huron Street, Suite 301 Collingwood ON L9Y 4R3 CA	N/A	9,361.32
CB Ross Partners	501 - 1920 Yonge Street Toronto ON M4S 3E2 CA	N/A	786.60
Centurion Mortgage Capital Corporation	25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA		3,214,485.34
CMV Group	247 Spadina Ave, 4th Floor Toronto ON M5T 3A8 CA	N/A	86,693.47
DUCA Financial Services Credit Union Ltd	5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA		9,789,335.28
Happy Bathrooms Inc.	160-106 Vanderhood Ave Toronto ON M4G 0B7 CA	Prospective Tenant	3,625.41
Innovia Corporation	10 Queen Elizabeth Blvd. Unit 2 Etobicoke ON M8Z 1L8 CA	N/A	271,179.94
K9 Expeditions Anesh Srikrishnakumar	112 Glenvale Blvd Toronto ON M4G 2V9	Prospective Tenant	8,000.00
Lennard Commercial Realty	55 University Avenue, Suite 6060 Toronto ON M4N 3N1 CA	N/A	44,070.00
Maxxwel & Co. Inc. John Margie	c/o Margie Strub Construction Law LLP 21 St. Clair Ave. E., Suite 1000 Toronto ON M4T 1L9	CV-20-00652847-0000	113,336.92
Minden Gross, LLP	145 King Street West, Suite 2200 Toronto ON M5H 4G2 CA	N/A	6,657.12

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Mirkwood Engineering	5045 Mainway, Suite 216 Burlington ON L7L 5H9 CA	N/A	9,780.15
MultiTech Trades Corp	2025 Meadowvale Blvd, Unit 2 Mississauga ON L5N 5N1 CA	N/A	99,157.51
Sealink JV Ltd, In Trust	17 Main St N North PO Box 1396 Waterdown ON L0R 2H0		2,027,677.00
Treasurer, City of Toronto George Charocopos, Collections Department	North York Civic Centre, Lower Level 5100 Yonge Street North York ON M2N 5V7	N/A	95,452.74
Tristar Engineering	8901 Woodbine Ave, Unit 116 Markham ON L3R 9Y4 CA	N/A	1,130.00
Total			19,744,260.18

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF 33 LAIRD LIMITED
PARTNERSHIP, A LIMITED PARTNERSHIP FORMED
UNDER THE ONTARIO *LIMITED PARTNERSHIPS ACT***

PROPOSAL 33 LAIRD LIMITED PARTNERSHIP.

ARTICLE 1

DEFINITIONS

1.1 Definitions

In this Proposal:

- a) "**Administrative Fees and Expenses**" means the proper fees, expenses, including legal fees and disbursements, of the Trustee and the Debtor on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal;
- b) "**Approval Order**" means an Order of the Court approving the Proposal;
- c) "**BIA**" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended and in force as at the Filing Date;
- d) "**Beaux**" means Beaux Properties International Inc.;
- e) "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- f) "**Canada Pension Plan**" means the Canada Pension Plan, R.S.C. 1985, c. C-8, as amended;
- g) "**Claim**" means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor which indebtedness, liability or obligation is in existence at the Filing Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether

existing at present or commenced in the future based in whole or in part on facts which exist prior to or as of the Filing Date;

- h) "**Court**" means the Ontario Superior Court of Justice [in Bankruptcy and Insolvency] (Commercial List);
- i) "**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;
- j) "**Creditors' Meeting**" means the meeting of the Unsecured Creditors called for the purpose of considering and voting upon the Proposal;
- k) "**Creditors' Meeting Date**" means the date and time as may be called by the Trustee for the meeting of creditors to consider this Proposal, but in any event shall be no later than twenty-one (21) days following the Proposal Date;
- l) "**Debtor**" means 33 Laird Limited Partnership, collectively;
- m) "**Employee Creditors**" means employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA 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 salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period;
- n) "**Employment Insurance Act**" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;
- o) "**Filing Date**" means 28 November 2020 (the date the Debtor filed a Notices of Intention to Make a Proposal);
- p) "**Implementation Date**" means the date upon which the conditions set forth in Article 6.6 have been satisfied;
- q) "**Income Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended;
- r) "**Official Receiver**" shall have the meaning ascribed thereto in the BIA;
- s) "**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;
- t) "**Preferred Creditors**" means Creditors with Proven Claims that are required by the BIA to be paid in priority to all other claims under a proposal made by a debtor save and except for Employee Creditors and Source Deduction Creditors;
- u) "**Proof of Claim**" shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;
- v) "**Property**" means the premises known municipally as 33 Laird Drive, Toronto, ON and owned by the Debtor;
- w) "**Proposal**" means this proposal together with any amendments or additions thereto;
- x) "**Proposal Date**" means the date of the filing of the Proposal with the Official Receiver;

- y) "**Purchaser**" means 33 Laird Development Inc. in its capacity as the general partner of 33 Laird Development Limited Partnership, a limited partnership under the laws of the Province of Ontario;
- z) "**Proven Claim**" of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the BIA;
- aa) "**Related Creditor**" means Beaux and/or SeaLink;
- bb) "**SeaLink**" means SeaLink JV Ltd. in trust;
- cc) "**Sale Agreement**" means the agreement of purchase and sale dated May 11, 2021 between the Debtor and the Purchaser for the purchase of the Property and all other assets of the Debtor;
- dd) "**Second Mortgage**" means the mortgage held by Beaux and SeaLink and registered on title to the Property as instrument number AT5572805;
- ee) "**Source Deduction Creditors**" means Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the time of the Filing Date and are of a kind that could be subject to a demand under,
 - a. subsection 224(1.2) of the *Income Tax Act*;
 - b. any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to **subsection 224(1.2)** of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - c. any provision of provincial legislation that has a similar purpose to **subsection 224(1.2)** of the *Income Tax Act*, or that refers to that subsection. to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum;
 - i. has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - ii. is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in **subsection 3(1)** of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- ff) "**Trustee**" means MNP Ltd. or its duly appointed successor or successors;
- gg) "**Unsecured Claim**" means a claim for which a creditor holds no security over the assets of the Debtor, or a claim for which any security held is valued at \$NIL within the meaning of Article 2.1, but for the purposes of the Proposal does not include the claim of the Related Creditor.
- hh) "**Unsecured Creditor Cash Pool**" means a fund of \$50,000 to be held by the Trustee for the distribution to the Unsecured Creditors in accordance with the terms of this Proposal.

- ii) "**Unsecured Creditors**" means the Preferred Creditors and any Creditor who holding an Unsecured Claim; and
- jj) "**Voting Letter**" shall mean the voting letter required by **subsection 51(1)** of the BIA to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

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

1.3 Interpretation Not Affected by Headings

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

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which 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 herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

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

1.7 Currency

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

1.8 Statutory References

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

1.9 Successors and Assigns

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

1.10 Proposals of 33 Laird Inc. 33 Laird GP Inc. and 33 Laird Limited Partnership

33 Laird Inc. is the bare trustee of the Property for 33 Laird GP Inc. as beneficial owner, which is the general partner of 33 Laird Limited Partnership. These three entities will as a result have the same assets and the same obligations to creditors. This Proposal by the Debtor is being made in conjunction with the proposals by 33 Laird Inc. and 33 Laird GP Inc. The treatment of creditors in this Proposal and the Unsecured Creditor Cash Pool shall mirror the treatment of creditors in the proposals of the other two entities. Without limiting the generality of the foregoing, there shall only be one Unsecured Creditor Cash Pool of \$50,000 among all three such proposals.

ARTICLE 2

CLASSIFICATION AND TREATMENT OF CREDITORS

2.1 Valuation of Security

For the purposes of this Proposal, the value of the security held by any creditor with a security interest in the assets of the Debtor that is subordinate to the Second Mortgage will be \$Nil and any amount owing to such creditors will be treated as an Unsecured Claim.

2.2 Secured Creditor

Subject to Article 2.1, the Claim of any Creditor with an interest ranking in priority to the Second Mortgage (which shall include without limiting the generality of the foregoing: (i) any municipal taxes owed, (ii) any holdback owing to claimants under the *Construction Act*, (iii) any amounts owing to DUCA Financial Services Credit Union Ltd. and Centurion Mortgage Corporation in respect of a mortgage on the Property, (iv) amounts owing to the Restructuring Professionals within the meaning of the Court Order dated May 12, 2021, (v) amounts owing to the DIP Lender within the meaning of the Court Order dated December 16, 2020, and (iv) any valid and enforceable trust claims as against the estate of the Debtor) shall be paid by the Debtor in accordance with agreements between the Debtors and the Secured Creditor or as otherwise agreed between the Secured Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement. For greater clarity, the Claims of any Creditor with an interest ranking in priority to the Second Mortgage are unaffected by this Proposal.

2.3 Classes of Creditors

For the purposes of voting on the Proposal, there shall be one (1) class of Creditors. Class 1 will consist of the Unsecured Creditors.

2.4 Administrative Fees and Expenses

The Administrative Fees and Expenses will be paid from the Unsecured Creditors Cash Pool to a maximum of \$15,000. Any further Administrative Fees and Expenses beyond that maximum amount will be paid pursuant to the charge granted by the Court in its order dated May 12, 2021.

2.5 Preferred Creditors

The Proven Claims of the Preferred Creditors are to be paid in full in priority to the Proven Claims of the Unsecured Creditors in accordance with the BIA and the Proposal.

2.6 The Second Mortgage

The Claim of each Related Creditor under the Second Mortgage shall be paid by the Debtor in accordance with agreements between the Debtor and the Related Creditor or as otherwise agreed between the Related Creditor and the Debtor from the proceeds of sale of the Property pursuant to the Sale Agreement, subject to the Related Creditor releasing an interest in the proceeds of sale of the Property in the amount of the Unsecured Creditor Cash Pool. The Claim of the Related Creditor is otherwise not affected by this Proposal.

2.7 Unsecured Creditors

Unsecured Creditors will receive the funds from the Unsecured Creditor Cash Pool less the amounts referred to in Article 2.4 and 2.5, which shall be funded from the proceeds of sale of the Property pursuant to the Sale Agreement as noted in Article 2.6 on a pro rata basis on account of their respective Proven Claims.

ARTICLE 3

PROCEDURE FOR VALIDATION OF CLAIMS

3.1 Filing of Proofs of Claims

Each Creditor must file a Proof of Claim as required by the BIA to vote on, or receive a distribution under, the Proposal.

3.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each Proof of Claim in accordance with the provisions of the BIA. The procedure

for valuing Claims of the Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA.

ARTICLE 4

MEETING OF CREDITORS

4.1 Unsecured Creditors' Meeting

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

4.2 Time and Place of Meeting

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

4.3 Conduct of Meeting

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

4.4 Adjournment of Meeting

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

4.5 Voting by Creditors

To the extent provided for herein, each Creditor will be entitled to vote in their respective class to the extent of the amount that is equal to that Creditor's Claim. Any Proof of Claim in respect of a Claim that is not a Proven Claim as at the Creditors' Meeting Date will be marked as objected to in accordance with subsection 108(3) of the BIA.

4.6 Approval by Creditors

In order that the Proposal be binding, it must be approved by Creditors in accordance with the BIA.

ARTICLE 5

DISTRIBUTION

5.1 Payment of Employee Creditors

The Claims, if any, of the Employee Creditors shall be paid on the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.2 Payment of Source Deduction Creditors

Unless Her Majesty agrees otherwise, the Proven Claims, if any, of the Source Deduction Creditors shall be paid within six (6) months after the making of the Approval Order using proceeds from the sale of the Property pursuant to the Sale Agreement.

5.3 Payment of the Second Mortgage

The amounts owing under the Second Mortgage shall be paid to the mortgage holder less the Unsecured Creditors Cash Pool on the later of the later of (i) Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement.

5.4 Payment of Unsecured Creditors

On the later of (i) the Implementation Date or (ii) the receipt of proceeds of the sale of the Property pursuant to the Sale Agreement, the Debtor shall pay to the Trustee the Unsecured Creditor Cash Pool. The Trustee shall make the payments from the Unsecured Creditor Cash Pool to the Unsecured Creditors with a Proven Claim as soon as reasonably practicable.

5.5 Levy

All payments to Unsecured Creditors shall be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the BIA and the Trustee shall remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Unsecured Creditors.

5.6 Discharge of Trustee

Upon the payment by the Trustee of the amounts contemplated in this Article 5, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as Trustee. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor 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 6

MISCELLANEOUS

6.1 Release in favour of the Second Mortgage holders

The holders of the Second Mortgage have agreed to fund the Unsecured Creditors Cash Pool as noted in Article 2.6 in consideration for a full and final release. Acceptance of this Proposal by the Creditors shall constitute a full and final release of all claims by the Debtor or by the Unsecured Creditors as against the holders of the Second Mortgage arising out of or in connection with the Second Mortgage or the payment to be made to them by the Debtor on account of it.

6.2 Non-application of sections 95 to 101 of the BIA

The provisions of sections 95 to 101 of the BIA shall not apply to this Proposal.

6.3 Discharge of Trustee

The provisions of this Proposal will be binding upon each Creditor, their heirs, executors, administrators, successors and assigns, for all purposes.

6.4 Modification of Proposal

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

6.5 Consents, Waivers and Agreements

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

- a. to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- b. to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Unsecured 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 Unsecured 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. subject to the terms of the Proposal, to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein; provided that nothing herein shall release the Debtor of its obligation to make the distributions to Unsecured Creditors contemplated in this Proposal.

6.6 Conditions to Proposal Implementation

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

- a. The Approval of the Sale Agreement by the Court;
- b. The acceptance of the Proposal by the Unsecured Creditors; and
- c. The making of the Approval Order and the expiry of all appeal periods.

6.7 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Unsecured Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns).

6.8 Conduct of the Debtor's Business

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

6.9 Full Implementation

This Proposal will be fully implemented by the Debtor upon payment of the Unsecured Creditor Cash Pool to the Trustee in accordance with Article 5.4.

ARTICLE 7

GENERAL

7.1 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail or by telecopier (except for Proofs of Claim which may only be sent by personal delivery, telecopier or registered mail) addressed to the respective parties as follows:

- a) if to the Debtor:
President: Jason Birboim
c/o Goldman, Sloan, Nash and Haber LLP
480 University Avenue
Toronto ON M5G 1V2
Attention: Brendan Bissell
Email: bissell@gsnh.com

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

- c) if to the Trustee:
MNP Ltd.
300-111Richmond St W
Toronto, ON M5H 204
Attention: Sheldon Title
Telecopier: 416-596-7894
E-mail:sheldon.title@mnp.ca

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

Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

7.2 Foreign Currency Obligations

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

7.3 Applicable Law

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

7.4 Deeming Provisions

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

DATED at the City of Toronto, in the Province of Ontario, this 28th day of May, 2021.

33 LAIRD LIMITED PARTNERSHIP

Per: 

Name: Beaux Properties International Inc., by Jason Birnboim in his capacities as director of the corporation and having capacity to bind the corporation

Title: Limited Partner

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693095
 Estate No. 31-2693095

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
 33 Laird Limited Partnership
 of the City of Toronto
 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 28th day of November 2020. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	1,009,636.90	1. Inventory	0.00
Balance of secured claims as per list "B"	██████████	2. Trade fixtures, etc.	0.00
Total unsecured creditors	██████████	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	██████████	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"		Bad	0.00
estimated to be reclaimable for	9.00	Estimated to produce	0.00
Total liabilities	19,744,269.18	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
Surplus	NIL	5. Deposits in financial institutions	40,993.56
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	██████████
		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"	87,341.88
		If debtor is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	██████████
		Deficiency	██████████

I, Jason Birboim, of the City of Toronto 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 28th day of May 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) virtually via video conference before me at the City of Toronto in the Province of Ontario, on this 28th day of May 2021.



Matthew Lem, Commissioner of Oaths
 for the Province of Ontario
 Expires February 21, 2023


 Jason Birboim

Matthew Eric Lem, a Commissioner, etc.,
 Province of Ontario, for MNP Ltd. and MNP LLP.
 Expires February 21, 2023.

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693095
 Estate No. 31-2693095

FORM 78 – Continued

List "A"
 Unsecured Creditors

33 Laird Limited Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	2065629 Ontario Prospective Tenant	175 Dallimore Circle Toronto ON M3C 4E5 CA	4,723.40		
2	Aztec Structural Restoration Inc. N/A	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	369,019.24		
3	Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA	0.00		
4	C.F. Crozier & Associates Inc. N/A	40 Huron Street, Suite 301 Collingwood ON L9Y 4R3 CA	9,361.32		
5	CB Ross Partners N/A	501 - 1920 Yonge Street Toronto ON M4S 3E2 CA	786.60		
6	CMV Group N/A	247 Spadina Ave, 4th Floor Toronto ON M5T 3A8 CA	86,693.47		
7	Happy Bathrooms Inc. Prospective Tenant	160-106 Vanderhoof Ave Toronto ON M4G 0B7 CA	3,625.41		
8	Innovia Corporation N/A	10 Queen Elizabeth Blvd. Unit 2 Etobicoke ON M8Z 1L8 CA	271,179.94		
9	K9 Expeditions Attn: Anesh Srikishnakumar Prospective Tenant	112 Glenvale Blvd Toronto ON M4G 2V9	8,000.00		
10	Lennard Commercial Realty N/A	55 University Avenue, Suite 6060 Toronto ON M4N 3N1 CA	44,070.00		
11	Minden Gross, LLP N/A	145 King Street West, Suite 2200 Toronto ON M5H 4G2 CA	6,657.12		
12	Mirkwood Engineering N/A	5045 Mainway, Suite 216 Burlington ON L7L 5H9 CA	9,780.15		
13	MultiTech Trades Corp N/A	2025 Meadowvale Blvd, Unit 2 Mississauga ON L5N 5N1 CA	99,157.51		
14	Sealink JV Ltd, In Trust	17 Main St N North PO Box 1396 Waterdown ON L0R 2H0	0.00		
15	Treasurer, City of Toronto Attn: George Charocopos, Collections Department N/A	North York Civic Centre, Lower Level 5100 Yonge Street North York ON M2N 5V7	95,452.74		
16	Treasurer, City of Toronto Roll No.:190604301000200000003	Box 6000 Toronto ON M2N 5V3 CA	0.00		
17	Tristar Engineering N/A	8901 Woodbine Ave, Unit 116 Markham ON L3R 9Y4 CA	1,130.00		
Total:			1,009,636.90		

28-Nov-2020

Date


 Jason Birboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693095
 Estate No. 31-2693095

FORM 78 - Continued

List "B"
 Secured Creditors

33 Laird Limited Partnership

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	2730419 Ontario Inc. o/a Davina's Swim House Prospective Tenant	46 Armon Ave Thronhill ON L4J 8B2	40,000.00	Cash on Hand - Cash in Bank - 1052646 - Royal Bank of Canada Real Property or Immovable - Building and Land - Toronto - 33 Laird				
2	AIM Rx Inc N/A	c/o Royal Lepage 2320 Bloor Street West Toronto ON M6S 1P2 CA	72,440.00	Other - Deposits held in Trust with 3rd Party re: AIM Rx Inc.				
3	Aztec Structural Restoration Inc. N/A	11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA	267,271.73	Real Property or Immovable - Building and Land - Toronto - 33 Laird				
4	Beaux Properties International Inc.	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA	3,170,077.01	Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - Property Tax Refund Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
5	BP Capital Inc. DIP Loan	6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6	40,000.00	Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - DUCA Class A Bonus Share Other - Property Tax Refund Real Property or Immovable - Building and Land - Toronto - 33 Laird				

28-Nov-2020

Date


 Jason Birboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693095
 Estate No. 31-2693095

FORM 78 – Continued

List "B"
 Secured Creditors

33 Laird Limited Partnership

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
6	Centurion Mortgage Capital Corporation	25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA	3,214,485.34	Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - DUCA Class A Bonus Share Other - Property Tax Refund Real Property or Immovable - Building and Land - Toronto - 33 Laird				
7	DUCA Financial Services Credit Union Ltd	5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA	9,789,335.28	Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Property Tax Refund Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - DUCA Class A Bonus Share Real Property or Immovable - Building and Land - Toronto - 33 Laird				
8	Maxxwel & Co. Inc. Attn: John Margie CV-20-00652847-0000	c/o Margie Strub Construction Law LLP 21 St, Clair Ave. E., Suite 1000 Toronto ON M4T 1L9	113,336.92	Real Property or Immovable - Building and Land - Toronto - 33 Laird				
9	Sealink JV Ltd, In Trust	17 Main St N North PO Box 1396 Waterdown ON L0R 2H0	2,027,677.00	Other - DUCA Class A Bonus Share Cash on Hand - Cash in Bank - 494991600014 - DUCA Credit Union Other - Deposits - City of Toronto (Tree, Inspection Fee) Other - Property Tax Refund Real Property or Immovable - Building and Land - Toronto - 33 Laird				
Total:			18,734,623.28					

28-Nov-2020

Date


 Jason Birnboim

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693095
Estate No. 31-2693095

FORM 78 - Continued

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

33 Laird Limited Partnership

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

28-Nov-2020

Date


Jason Birbalm

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693095
 Estate No. 31-2693095

FORM 78 – Continued

List "D"
 Contingent or Other Liabilities

33 Laird Limited Partnership

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
1	2557479 Ontario Inc./Organic Garage (Canada) Ltd. Attn: Jamie Spolswood Prospective Tenant	c/o Clyde & Co. 401 Bay Street, Suite 2500, PO Box 25 Toronto ON M5H 2Y4	1.00	0.00		Unclaimed
2	Dogtopia Canada Prospective Tenant	c/o Acuity Group Inc. 22 Elderwood Drive Toronto ON M5P 1W5	1.00	0.00		Unclaimed
3	DUCA Financial Services Credit Union Ltd. Attn: Devi Ramlu Letter of Credit	6290 Yonge Street North York ON M2N 5P9	1.00	0.00		Unclaimed
4	Global Pets Prospective Tenant	2-294 Walker Drive Brampton ON L6T 4Z2	1.00	0.00		Unclaimed
5	Glowzone Prospective Tenant	9447 McLaughlin Road North, Unit #7 Brampton ON L6X 4H9	1.00	0.00		Unclaimed
6	Nails For You Attn: Hung Nam Lee Prospective Tenant	34 McArthur Street Toronto ON M9P 3M7	1.00	0.00		Unclaimed
7	Salons by JC Prospective Tenant	1021 Summit Ridge Drive Oakville ON L6M 3K9	1.00	0.00		Unclaimed
8	Via Bridle Path RE Prospective Tenant	678A Sheppard Ave E Toronto ON M2K 1B7	1.00	0.00		Unclaimed
9	Vivo Pizza Prospective Tenant	1170 Sheppard Avenue West Unit 24 Toronto ON M3K 2A3	1.00	0.00		Unclaimed
Total:			9.00	0.00		

28-Nov-2020

Date


 Jason Birboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693095
 Estate No. 31-2693095

FORM 78 -- Continued

List "E"
 Debts Due to the Debtor

33 Laird Limited Partnership

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				
			Total:	0.00			0.00	
				0.00				

28-Nov-2020

Date



Jason Birboim

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693095
Estate No. 31-2693095

FORM 78 - Continued

List "F"

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

33 Laird Limited Partnership

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	

28-Nov-2020

Date


Jason Birboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693095
 Estate No. 31-2693095

FORM 78 - Continued

List "G"
 Real Property or Immovables Owned by Debtor
 33 Laird Limited Partnership

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Toronto - 33 Laird	100%	33 Laird Inc.	██████████	Aztec Structural Restoration Inc. 11 Holland Drive, Unit 1 Bolton ON L7E 7G4 CA 267,271.73 Maxwell & Co. Inc. c/o Margie Strub Construction Law LLP 21 St, Clair Ave. E., Suite 1000 Toronto ON M4T 1L9 113,336.92 DUCA Financial Services Credit Union Ltd 5255 Yonge Street, 4th Floor Toronto ON M2N 6P4 CA 9,789,335.28 Centurion Mortgage Capital Corporation 25 Sheppard Ave West, Suite 710 Toronto ON M2N 6S6 CA 3,214,485.34 2730419 Ontario Inc. o/a Davina's Swim House 46 Armon Ave Thornhill ON L4J 8B2 40,000.00 BP Capital Inc. 6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 40,000.00 Beaux Properties International Inc. 6 Eglinton Ave. East, Suite 303 Toronto ON M4P 1A6 CA 3,170,077.01 Sealink JV Ltd, In Trust 17 Main St N North PO Box 1396 Waterdown ON L0R 2H0 2,027,677.00	██████████
Total:			██████████		██████████

28-Nov-2020

Date


 Jason Birboim

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2693095
 Estate No. 31-2693095

FORM 78 – Concluded

List "H"
 Property

33 Laird Limited Partnership
 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	DUCA Credit Union Toronto	494991600014	17,045.93	17,045.93
	Royal Bank of Canada Toronto	1052646	23,947.63	23,947.63
(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		Deposits - City of Toronto (Tree, Inspection Fee)	11,714.00	6,413.00
		Deposits held in Trust with 3rd Party re: AIM Rx Inc.	73,440.00	72,440.00
		DUCA Class A Bonus Share	0.00	1,500.00
		Property Tax Refund	6,988.88	6,988.88
			Total:	128,335.44

28-Nov-2020

Date



Jason Birnboim

Court No. 31-2693095

File No. 31-2693095

In the matter of the proposal of
33 Laird Limited Partnership
of the City of Toronto
in the Province of Ontario

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

Trustee: Sheldon Title
License: 2278
Email: sheldon.title@mnp.ca

MNP Ltd. - Licensed Insolvency Trustee
300 - 111 Richmond Street West
Toronto ON M5H 2G4
Phone: (416) 596-1711 Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693095
Estate No. 31-2693095

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
33 Laird Limited Partnership
of the City of Toronto
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 33 Laird Limited Partnership of the City of Toronto in the Province of Ontario and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____, do hereby certify:

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

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

3. That the debtor was, at the date of proposal, namely the 28th day of November 2020, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

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

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

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

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

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

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

C. SECURED CLAIM OF \$ _____

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

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

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

- 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 20(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.

Under Section 109 of the Bankruptcy and Insolvency Act only those creditors who have filed their claims in the proper form with the trustee, before the time appointed for the meeting, are entitled to vote at the meeting.

Section 124 states that every creditor shall prove his claim and the creditor who does not prove his claim is not entitled to share in any distribution that may be made.

General

- ◆ The signature of a witness is required;
- ◆ The claim must be signed personally by the individual completing this declaration;
- ◆ Give the complete address where all notices or correspondence is to be forwarded
- ◆ The amount of the statement of account must correspond to the amount indicated on the proof of claim.
- ◆ It is permissible to file a proof of claim by fax or by email.

Paragraph 1

- ◆ Creditor must state full and complete legal name of company or firm;
- ◆ If the individual completing the proof of claim is not the creditor himself, he/she must state his/her position or title.

Paragraph 3

- ◆ The statement of account must be complete;
- ◆ A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

Paragraph 4

- ◆ Subparagraph 4.A must be completed by an unsecured creditor and must indicate if priority is claimed pursuant to Section 136.
- ◆ Subparagraph 4.B must be completed by a landlord only in a Proposal, for any claim related to disclaimer of lease. The amount of the claim is to be calculated according to the terms of the proposal. Provide details of calculation.
- ◆ Subparagraph 4.C must be completed by a secured creditor. A certified true copy of the security instrument as registered must be provided.
- ◆ Subparagraph 4.D must be completed by a farmer, fisherman or aquaculturist creditor. A copy of the sales agreement and delivery documents must be provided.
- ◆ Subparagraph 4.E applies if you are a wage earner (ie, a clerk, servant, travelling salesperson, labourer or worker who is owed wages, salaries, commissions or compensation by a bankrupt (subsection 81.3) or by a "person" that is subject to a receivership (subsection 81.4) for services rendered during the six months immediately before the date of bankruptcy or receivership).
- ◆ Subparagraph 4.F applies to claims by employees for unpaid amounts regarding pension plans. Please note that such claims apply only to unremitted pension contributions outstanding when the sponsoring employer becomes bankrupt or is subject to a receivership.
- ◆ Subparagraph 4.G is to be completed only in a Proposal, and only if the proposal provides for the compromise of claims against Directors. Provide full details including calculations.
- ◆ Subparagraph 4.H applies if you are a "customer" of a bankrupt securities firm (as contemplated by Section 262 of the Bankruptcy and Insolvency Act).

Paragraph 5

- ◆ All claimants must indicate if he or she is related or not to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "AM" or "IS" or "AM NOT" or "IS NOT".

Paragraph 6

- ◆ All claimants must attach a detailed list of all payments or credits received or granted, as follows:
 - a) Within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related;
 - b) Within the twelve (12) months preceding the bankruptcy or proposal, in the case where the claimant and the debtor are related.

- APPOINTING PROXY -

Note: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditor.

General

- ◆ A creditor may vote either in person or by proxy;
- ◆ A debtor may not be appointed as proxy to vote at any meeting of his creditors;
- ◆ The Trustee may be appointed as a proxy for any creditor;
- ◆ In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693095
Estate No. 31-2693095

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
33 Laird Limited Partnership
of the City of Toronto
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:
MNP Ltd. - Licensed Insolvency Trustee

300 - 111 Richmond Street West
Toronto ON M5H 2G4
Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2693095
Estate No. 31-2693095

FORM 37

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

In the matter of the proposal of
33 Laird Limited Partnership
of the City of Toronto
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 33 Laird
Limited Partnership, to record my vote _____ (for or against) the acceptance of the proposal as
made on the _____ day of _____.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____

Name and Title of Signing Officer

Return To:
MNP Ltd. - Licensed Insolvency Trustee
Per:

Sheldon Title - Licensed Insolvency Trustee
300 - 111 Richmond Street West
Toronto ON M5H 2G4
Fax: (416) 323-5242