

Link & Associates Inc.
Receivers + Trustees

District of Ontario
Division No. 11 - Kingston
Court No.: 33-2929085
Estate No.: 33-2929085

IN THE MATTER OF THE PROPOSAL OF
LA SALLE MOTEL CO. (KINGSTON) LTD.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO

To: The Creditors of La Salle Motel Co. (Kingston) Ltd.

La Salle Motel Co. (Kingston) Ltd. ("**La Salle**" or the "**Company**") filed a Notice of Intention to Make a Proposal ("**NOI**") under Division I, Part III, of the Bankruptcy and Insolvency Act ("**BIA**") on April 3, 2023 (the "**NOI Filing Date**") and Link & Associates Inc. consented to act as the Trustee under the Proposal (the "**Proposal Trustee**").

On September 29, 2023, the Company filed a proposal (the "**Proposal**") with the Office of the Superintendent of Bankruptcy. The Proposal Trustee hereby provides the creditors with the following documents:

- Notice of Proposal to Creditors calling a meeting of creditors for October 19, 2023.
- Certificate of Filing of a Proposal.
- A copy of the Proposal dated September 28, 2023 and filed on September 29, 2023.
- Statement of Affairs as at the NOI Filing Date.
- Proof of Claim (Form 31)
- Proxy (Form 36)
- Voting Letter (Form 37)
- Guide for completion of proofs of claim and proxies

Meeting of Creditors

A meeting of creditors (the "**Meeting**") will be held on October 19, 2023 at 11:00 a.m. at the Travelodge La Salle Kingston, 2360 Princess Street, Kingston, Ontario, K7M 3G4, to consider the Proposal.

The Proposal to the Unsecured Creditors

The Proposal offers payment of 100 cents on the dollar to each of the Ordinary Unsecured Creditors, to a maximum of \$200,000 for each proven Claim. The terms "Ordinary Unsecured Creditors" and "Claim" are defined in the Proposal.

Eligibility to Vote at the Meeting of Creditors

Creditors must file a properly completed proof of claim with the Proposal Trustee prior to the commencement of the Meeting to be eligible to vote at the Meeting. Creditors may

Robert Link, LIT

Direct Tel. 416.737.6655 Fax. 416.862.2136 Email: rlink@linkassociates.ca
7050 Weston Road, Suite #228, Woodbridge, ON Canada L4L 8G7

The firm of Link & Associates Inc. is a Licensed Insolvency Trustee
www.linkassociates.ca

vote in person or by voting letter submitted to the Proposal Trustee prior to the commencement of the Meeting.

Trustee's Preliminary Report to the Creditors

The report of the Proposal Trustee will be distributed to the creditors in a separate mailing at least 10 days prior to the Meeting. The report will address the state of the Company's business and financial affairs and the recommendation of the Proposal Trustee.

DATED at Woodbridge, Ontario this 3rd day of October, 2023.

LINK & ASSOCIATES INC.

Licensed Insolvency Trustee in re Proposal of
La Salle Motel Co. (Kingston) Ltd.

Per:  Robert G. Link, LIT

Email: rlink@linkassociates.ca

Phone: (416) 737-6655

Fax: (416) 862-2136

Encl.

District of: Ontario
Division No. 11- Kingston
Court No. 33-2929085
Estate No. 33-2929085

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

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.
of the City of Kingston, in the Province of Ontario

Take notice that LA SALLE MOTEL CO. (KINGSTON) LTD. of the City of Kingston 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 19th day of October 2023 at 11:00 AM at Travelodge La Salle Kingston, 2360 Princess Street, Kingston, ON.

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.

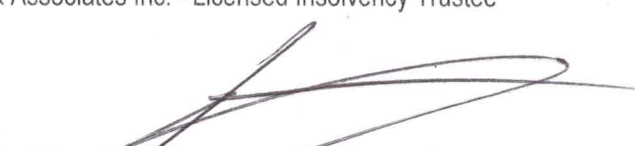
Proofs of claim must be lodged with me prior to the commencement of the meeting.

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 Woodbridge in the Province of Ontario, this 3rd day of October 2023.

Link & Associates Inc. - Licensed Insolvency Trustee

Per:



Robert G. Link - Licensed Insolvency Trustee

7050 Weston Road, Suite #228

Woodbridge ON L4L 8G7

Phone: (416) 737-6655 Fax: (416) 862-2136

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



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

In the Matter of the Proposal of:

LA SALLE MOTEL CO. (KINGSTON) LTD.

Debtor

LINK & ASSOCIATES INC.

Licensed Insolvency Trustee

Date of Proposal:	September 29, 2023	Security:	\$
Meeting of Creditors:	October 19, 2023, 11:00 Travelodge La Salle Kingston 2360 Princess Street Kingston, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF FILING OF A PROPOSAL - Section 62

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

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

The aforementioned trustee is required:

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

Date: October 03, 2023, 11:16

E-File/Dépôt Electronique

Official Receiver

Place Bell Canada, 160 Elgin Street, 11th Floor, Suite B-100, Ottawa, Ontario, Canada, K2P2P7, (877)376-9902

Canada

District of Ontario
Division No. 11 – Kingston
Court File No. 33 - 2929085
Estate No. 33 - 2929085

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE PROPOSAL OF
LA SALLE MOTEL CO. (KINGSTON) LTD.
OF THE CITY OF KINGSTON, IN THE PROVINCE OF ONTARIO

PROPOSAL

LA SALLE MOTEL CO. (KINGSTON) LTD. of the City of Kingston, in the Province of Ontario, submits the following Proposal under the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

Definitions

1. In this Proposal:

- (a) **"Act"** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
- (b) **"Administrative Fees and Expenses"** means:
 - (i) the proper fees and expenses of the Proposal Trustee, including its legal fees and disbursements; and
 - (ii) the legal fees and disbursements of the Debtoron and incidental to the making of this Proposal both before and after the Date of Filing and including the fees and expenses of and incidental to the negotiation, preparation, presentation, consideration and implementation of this Proposal, and all proceedings and matters relating to or arising out of this Proposal.
- (c) **"Approval Date"** means the date upon which the Order of the Court approving this Proposal becomes final and no longer subject to appeal.
- (d) **"Business Assets"** means the assets of the hospitality business carried on by the Debtor;
- (e) **"Business Day"** means a day, other than a Saturday or Sunday or a day

observed as a public holiday under the laws of the Province of Ontario or the federal laws of Canada applicable herein;

- (f) **"Claim"** means a claim provable under the Act. For greater certainty, the Claim of Her Majesty the Queen in Right of Canada with respect to the *Income Tax Act* (Canada) will include:
 - (i) liabilities under the *Income Tax Act* (Canada) that arise as a result of this Proposal and the implementation of its provisions; and
 - (ii) the Debtor's liability under the *Income Tax Act* (Canada) for the period up to and including the filing date, for tax, interest and penalty;
- (g) **"Creditor"** means any Person having one or more Claim.
- (h) **"Court"** means the Ontario Superior Court of Justice in Bankruptcy and Insolvency.
- (h) **"Debtor"** means LA SALLE MOTEL CO. (KINGSTON) LTD.
- (i) **"Employee Claims"** means claims of employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the Act if the Debtor became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before Court approval of the Proposal;
- (j) **"Filing Date"** means the date upon which the Debtor filed its Notice of Intention to Make a Proposal under the Act with the office of the Official Receiver, April 3, 2023.
- (k) **"Inspectors"** means the individuals nominated and appointed to carry out the duties described in the Proposal pursuant to the Act and described in paragraph 23 hereof.
- (l) **"Levy"** means the levy payable to the Superintendent of Bankruptcy pursuant to Section 147 of the Act.
- (m) **"Ordinary Unsecured Creditors"** means those Persons with unsecured Claims as at the Filing Date, including contingent or unliquidated Claims arising out of any transaction entered into prior to the Filing Date which are proven in accordance with the Act, except for those Claims:
 - (i) that have been finally and conclusively disallowed;
 - (ii) that may be contingent or unliquidated and found by the Court not to be a claim provable;

- (iii) that are Claims by Secured Creditors or Preferred Creditors.
- (n) **"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;
- (o) **"Post Filing Goods and Services"** means the goods supplied, services rendered, and other consideration given to the Debtor subsequent to the Filing Date.
- (p) **"Post Filing Claims"** means Claims arising in respect of Post Filing Goods and Services
- (q) **"Preferred Creditor"** means those creditors of the Debtor whose claims the *Act* directs be paid in priority to the claims of Ordinary Unsecured Creditors in a proposal made by a debtor, after payment of the proper fees and expenses of the Proposal Trustee and its counsel.
- (r) **"Property"** means the real property owned by the Debtor located at 2360 Princess Street, Kingston, Ontario, Canada.
- (s) **"Proposal"** means this this Proposal dated September 28, 2023.
- (t) **"Proposal Trustee"** means Link & Associates Inc. or its duly appointed successor or successors.
- (u) **"Secured Creditor"** means a Creditor holding a valid mortgage, hypothec, pledge, charge, lien, interest or privilege or security on or against the property of the Debtor or any part thereof as security for a Claim.
- (v) **"Trustee"** means Proposal Trustee.

Headings

- 2. The division of the Proposal into parts, paragraphs and subparagraphs, and the insertion of headings herein, are for convenience of reference only and are not to affect the construction or the interpretation of this Proposal.

General Intent

- 3. The purpose of this Proposal is to effect a compromise of the Claims of the Preferred and Ordinary Unsecured Creditors of the Debtor.

Secured Creditor Claims

- 4. This Proposal is not being made to the Secured Creditors and no claims of Secured Creditors, if any, will be affected by this Proposal.

Preferred Creditor Claims

5. Preferred Claims, if any, without interest, will be paid in priority to all Claims of Ordinary Creditors.

Crown Claims

6. During the period between the Filing Date and the Approval Date, the Debtor shall pay and keep current Her Majesty in right of Canada and in right of Ontario all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the Income Tax Act (Canada) or otherwise as provided for in subsection 60(1.1) of the Act or any substantially similar provision of Ontario legislation.
7. All claims of Her Majesty in right of Canada or a province of a kind that are referenced in subsection 60(1.1) of the Act ("**Crown Claims**"), and that were outstanding at the Filing Date, shall be paid in full within six months after Court approval of the Proposal.

Employee Claims

8. The Debtor shall pay to its employees and former employees any amount that would be payable under Section 136(1)(d) of the Act if the Debtor became bankrupt; such payment to be made immediately upon, and not later than 10 days following the Approval Date.

Claims of Ordinary Unsecured Creditors

9. Ordinary Unsecured Creditors who have filed valid proofs of claim admitted by the Trustee or the Court, for Claims existing as of the Filing Date will receive a distribution from the Funds paid to the Proposal Trustee as set out below under the heading of "Proposal Terms – Creditor Dividend Payments".

Valuation of Claims

10. To the extent a Claim is a contingent claim but is a provable claim and is capable of valuation by the Trustee, the Trustee shall value it.
11. A Claim which is contingent, provable and able to be valued, shall rank as a Claim of an Ordinary Unsecured Creditor for the amount of its value, as determined by the Trustee or the Court.

Proposal Funding

12. The Debtor obtained Court approval to sell its Property and Business Assets on September 27, 2023 (the "**Sale**"). The Sale is scheduled to close on or about November 27, 2023 (the "**Closing Date**").
13. The Debtor will pay to the Proposal Trustee sufficient funds to make the payments contemplated by this Proposal (the "**Proposal Funds**") from the after-tax proceeds of the Sale, within 20 days of the Closing Date.

Proposal Terms – Creditor Dividend Payments

14. From the Proposal Funds to be paid to the Trustee pursuant to this Proposal, after payment of any Preferred Creditor Claims as set forth above, and less the payment of Administrative Fees and Expenses, the Trustee shall distribute dividends to the Ordinary Unsecured Creditors as follows:
 - (i) each proven Ordinary Unsecured Creditor shall receive 100 cents on the dollar of its Claim, up to a maximum amount of \$200,000 of its proven Claim (the **"Dividend"**);
15. The Proposal Trustee shall pay the Dividend within 45 days of the Approval Date, or, if and only if the Approval Date precedes the Closing Date, then the Dividend shall be paid within 45 days of the Closing Date (the **"Dividend Payment Date"**).
16. Any and all payments made by the Proposal Trustee to the Creditors hereunder shall be paid net of levy payable under Section 147 of the Act.

Effect of Payment

17. Ordinary Unsecured Creditors and Preferred Creditors will accept the payments provided for in this Proposal in complete satisfaction of all their Claims, whether against the Debtor, its directors, officers or shareholders, and all liens, certificates of pending litigation, executions or any other similar charges or actions or proceedings in respect of such Claims will have no effect in law or in equity against the property, assets and undertaking of the Debtor.
18. Upon the making of all payments provided for in this part, any and all such liens, certificates of pending litigation, executions or other similar charges or actions will be forever discharged and released, dismissed or vacated without costs to the Debtor.

Proof of Claim and Claims Bar Date

19. Within 15 business days of the Court Approval Date, the Trustee shall give notice pursuant to Section 149 of the Act (the **"S. 149 Notice"**) by registered or verifiable mail to every Person with a Claim (other than Post Filing Claims) of which the Trustee has notice or knowledge but whose Claim has not been filed or proved, advising that if such Person does not prove its Claim within a period of thirty (30) days after the sending of the S. 149 Notice (the **"Claims Bar Date"**) the Trustee will proceed to declare interim or final dividends without regard to such Person's Claim.
20. Subject to any exceptions set out in Sections 149(2), (3) and (4) of the Act, any Person so notified that does not file its Claim by the Claims Bar Date shall be barred from making a Claim in this Proposal or sharing in any dividend hereunder, and such Claim shall be forever barred, extinguished and released.

Administrative Fees and Expenses

21. The Administrative Fees and Expenses shall be paid in priority to all Claims and shall be a first charge thereon. Payment of all proper Administrative Fees and Expenses of the Trustee, on and incidental to the proceedings arising out of the Proposal, or in the bankruptcy, if any, will be made in priority to all claims.
22. The Trustee will be at liberty to withdraw and pay such Administrative Fees and Expenses at any time and from time-to-time subject to final approval by the Superior Court in Bankruptcy and Insolvency upon completion of the Proposal. The Trustee's fees shall be billed based on the actual time incurred on the file and charged at its standard hourly rates, plus any applicable taxes. The Trustee's disbursements will be charged in addition to its fees based on the actual costs incurred and/or as allowed by tariff.

Inspectors

23. At the meeting of the Creditors to be held to consider the Proposal:
 - (a) the said Creditors may appoint one or more but not exceeding 5 persons to act as Inspectors whose powers will be limited to:
 - (i) the power to waive any defaults in the performance of any provisions of this Proposal;
 - (ii) advising the Proposal Trustee from time to time with respect to any matter that the Proposal Trustee may refer to them;
 - (iii) advising the Proposal Trustee concerning any dispute which may arise as to the validity of Claims of Creditors under this Proposal including the settlement of same; and
 - (iv) authorizing an extension of the time for payments due from the Debtor to the Proposal Trustee or for distribution of dividends from the Proposal Trustee to the Ordinary Creditors.
 - (b) Any decision, direction or act of the Inspectors may be referred to the Court by the Proposal Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it thinks just.
 - (c) The authority and term of office of the Inspectors will terminate upon the performance of the Proposal by the Debtor.

Goods or Services Given After Filing Date

24. Claims arising in respect of goods supplied, services rendered or other consideration given after the Filing Date will be paid by the Debtor in full in the ordinary course of business, and on regular trade terms, in priority to the claims of Ordinary Unsecured Creditors. The Proposal Trustee is not in any way responsible for ensuring that payment

is made to any persons supplying post-filing goods and services. All Creditors hereby release and forever discharge the Proposal Trustee from any and all liability relating to the Debtor's non-payment of any liabilities arising from post-filing obligations set out herein.

Proposal Trustee

25. The Proposal Trustee is acting in its capacity as Trustee under the Proposal and is not acting in its personal capacity and will not be responsible or liable for any obligations of the Debtor. All monies payable under this Proposal shall be paid over to the Proposal Trustee who shall make the payment of all Dividends in accordance with the terms of this Proposal. The Proposal Trustee shall at all times have the authority and powers of a Trustee under the Act, as they may be applicable, including the power to disallow claims.
26. Link & Associates Inc. is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of Link & Associates Inc. shall incur any obligations or liabilities in connection with this Proposal or in respect of the business or liabilities of the Debtor. Any payments made by the Proposal Trustee under the terms of this Proposal hereunder shall be made by the Proposal Trustee net of any levies payable or due under the Act. The assets of the Debtor shall not vest in the Trustee, but shall remain vested in the Debtor.

Release of Directors

27. Upon the Approval Date, each and every present and former director of the Debtor shall be released and discharged from any and all claims that arose before the Filing Date and that relate to the obligations of the Debtor where the director is by law liable in their capacity as director for payment of such obligations. This release shall have no force or effect if the Debtor fails to fully perform the Proposal as contemplated herein, and is subject to the exception set forth in Section 50(14) of the Act.

Non-Application of Sections 95-101 of the BIA

28. For the purposes of this Proposal, sections 95-101 (inclusive) of the BIA shall not apply.

Other

29. This Proposal will be fully performed for the purposes only of section 65.3 of the Act upon the payment to the Proposal Trustee of the Proposal Funds. The Proposal Trustee shall be entitled to, and may apply for, its discharge after having made the payments to the Creditors provided for herein.
30. After the Creditors' acceptance of the Proposal, the Debtor will proceed to have the Proposal approved by the Court and to have the Court make any ancillary orders that may be necessary or desirable. Creditors' acceptance of the Proposal shall constitute their consent to such ancillary Court Orders.

Binding Effect

31. The provisions of this Proposal will be binding on the Ordinary Creditors and the Debtor, and their respective heirs, executors, administrators, successors and assigns, upon the Approval Date.

Amendment of Proposal

32. This Proposal may be amended by the Debtor with the consent of the Trustee at any time prior to the conclusion of the meeting of Ordinary Unsecured Creditors called to consider the Proposal, provided that any amendment made pursuant to this paragraph shall not reduce the rights and benefits given to the Ordinary Unsecured Creditors under the Proposal before any such amendment, and provided further that any and all amendments shall be deemed to be effective as of the Filing Date of the Proposal.

Performance Certificate

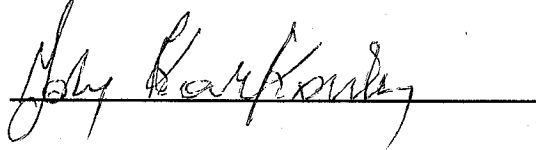
33. The Proposal Trustee will give the Debtor and the Official Receiver the certificate provided for in section 65.3 of the Act when all payments required under the Proposal have been made.

DATED at the City of Kingston, in the Province of Ontario, this 28th day of September, 2023.

Witness

LA SALLE MOTEL CO. (KINGSTON) LTD.

Per:



IN THE MATTER OF THE PROPOSAL OF LA SALLE MOTEL CO. (KINGSTON) LTD.

District of Ontario
Division No. 11 - Kingston
Court File No. 33-2929085
Estate File No. 33-2929085

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

PROPOSAL

IN THE MATTER OF THE PROPOSAL OF
LA SALLE MOTEL CO. (KINGSTON) LTD.
OF THE CITY OF KINGSTON,
IN THE PROVINCE OF ONTARIO

LINK & ASSOCIATES INC.
Licensed Insolvency Trustee
7050 Weston Road, Suite #228
Woodbridge, Ontario
L4L 8G7

Robert G. Link, LIT
Tel: (416) 737-6655
Fax: (416) 862-2136
rlink@linkassociates.ca

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

☒ 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
LA SALLE MOTEL CO. (KINGSTON) LTD.

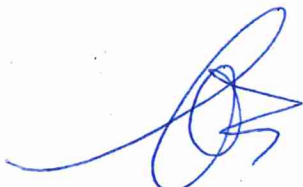
To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 3rd day of April 2023. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

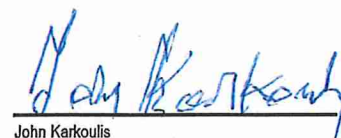
LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	736,364.32	1. Inventory	15,000.00
Balance of secured claims as per list "B"	0.00	2. Trade fixtures, etc.	0.00
Total unsecured creditors	736,364.32	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	800,000.00	Good	0.00
3. Preferred creditors as per list "C"	0.00	Doubtful	0.00
4. Contingent, trust claims or other liabilities as per list "D"		Bad	0.00
estimated to be reclaimable for	8,859,250.00	Estimated to produce	0.00
Total liabilities	10,395,614.32	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
Surplus	NIL	5. Deposits in financial institutions	0.00
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	9,530,000.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	250,000.00
		If debtor is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	9,795,000.00
		Deficiency	600,614.32

I, John Karkoulis, of the City of Kingston 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 3rd day of April 2023 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) remotely by John Karkoulis stated as being located in the City of Kingston in the Province of Ontario before me at the City of Ottawa in the Province of Ontario, on this 28th day of September 2023 in accordance with provincial Regulation on Administering Oath or Declaration Remotely.



Sandra Ann Noe, a Commissioner, etc.,
Province of Ontario
for Borden Ladner Gervais LLP
Barristers and Solicitors.
Expires May 18, 2025.


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 -- Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.

List "A"
Unsecured Creditors

LA SALLE MOTEL CO. (KINGSTON) LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Amex Bank of Canada	c/o DRN Commerce Inc. P.O. Box 2514, Station B London ON N6A 4G9	11,731.04	0.00	11,731.04
2	Bell Canada	Insolvency Group (Residential) 600 Jean-Talon East, 9th Floor Montreal QC H2R 3A8	357.57	0.00	357.57
3	Booking.com B.V	c/o 912720 P.O. Box 4090 Stn A Toronto ON M5W 0E9	1,777.59	0.00	1,777.59
4	Breadman of Kingston	Bayou West Plaza, #6 1296 Bath Road Kingston ON K7M 4X3	1,604.20	0.00	1,604.20
5	Bunzl Canada Kingston	P.O. Box 57 Burlington ON L7R 2H0	2,360.37	0.00	2,360.37
6	Canada Bread Co.	PO Box 6100, Station F Toronto ON M4Y 2Z2	2,755.02	0.00	2,755.02
7	Canada Revenue Agency 10298 1412	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd. Shawinigan QC G9P 5H9	135,200.47	0.00	135,200.47
8	Canadian Tire	Robert C. Nearing Holdings Inc. 2560 Princess St. Kingston ON K7P 2S8	1,739.54	0.00	1,739.54
9	Capital Draft	Unit 2055 2720 Queensview Dr. Ottawa ON K2B 1A5	183.06	0.00	183.06
10	Choquette CKS	Heritage Food Service Group of Canada P.O. Box 57447, Stn A Toronto ON M5W 5M5	303.41	0.00	303.41
11	City of Kingston Property Tax	P.O. Box 640 216 Ontario St. Kingston ON K7L 4X1	3,721.71	0.00	3,721.71
12	Cogeco Connexion Inc. Attn: Cathy	950 Syscon Road Burlington ON L7R 4S6	1,243.61	0.00	1,243.61
13	Collections Group of Canada Ref A00055407	Suite 400 255 Consumers Rd. Toronto ON M2J 1R3	345.38	0.00	345.38
14	Diamond Cleaning Service Inc	86 B Avonlough Road Belleville ON K8N 4Z2	68.00	0.00	68.00
15	Enbridge Attn: Attn: Bankruptcy Dept.	Attn: Bankruptcy Dept. P.O. Box 650 Scarborough ON M1K 5E3	24,844.12	0.00	24,844.12
16	Enviro-Guard Plus Inc	P.O. Box 45 Kingston ON K7L 4V6	244.08	0.00	244.08
17	Eskerod Signs	Unit 1 770 Development Dr. Kingston ON K7M 4W8	169.50	0.00	169.50

28-Sep-2023

Date


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 – Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.

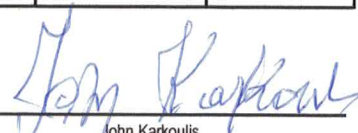
List "A"
Unsecured Creditors

LA SALLE MOTEL CO. (KINGSTON) LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
18	Esslinger Foods Ltd	Unit B-7 5035 North Service Rd. Burlington ON L7L 5V2	1,193.30	0.00	1,193.30
19	Evertemp Inc	4933 Holmes Rd Inverary ON K0H 1X0	3,630.86	0.00	3,630.86
20	Expedia Group 1007453	c/o 912210 PO Box 40990 Stn A Toronto ON M5W 0E9	1,717.34	0.00	1,717.34
21	Findlay Foods (Kingston) LTD.	675 Progress Ave Kingston ON K7M 0C7	63,474.10	0.00	63,474.10
22	Gatestone & Co. Inc.	400 - 555 Rue Chabanel West Montreal QC H2N 2H8	75.95	0.00	75.95
23	Gordon Food Service	2999 James Snow Parkway N Milton ON L9T 5G4	40,017.79	0.00	40,017.79
24	HTG Sports Services	Suite 200 1680 Vimont Court Ottawa ON K4A 3M3	306.31	0.00	306.31
25	Hydro One Networks Inc.	PO Box 5700 Markham ON L3R 1C8	41,992.59	0.00	41,992.59
26	Joe Deodato & Family	Unit 9 598 Cataragui Woods Dr. Kingston ON K7P 1T8	11,343.22	0.00	11,343.22
27	John Karkoulis Shareholder loan	45 Dickens Drive Kingston ON K7M 2M5	69,504.95	0.00	69,504.95
28	Kingston Accomodation Partners Inc	Suite #2 151 Wellington Street Kingston ON K7L 3E1	11,776.73	0.00	11,776.73
29	KKP	Unit 1 1149 Clyde Court Kingston ON K7P 2E4	136.67	0.00	136.67
30	Kone Inc. Attn: Julie Cowie	550 Cataragui Woods Dr Kingston ON K7P 2Y5	2,170.73	0.00	2,170.73
31	Mac & Co Environmental Solutions	P.O. Box 1715 Kingston ON K7L 5J6	4,663.48	0.00	4,663.48
32	Nedco-Div of Rexel Canada Electrical Inc	P.O. Box 1127 Station B Mississauga ON L4Y 3W4	62.54	0.00	62.54
33	Ontario Ministry of Finance Attn: Insolvency Unit Employer Health Tax	Collections & Compliance Branch 33 King Street West, 6th Floor Oshawa ON L1H 8H5	1.00	0.00	1.00
34	Oracle Canada ULC Attn: Jessica McKinlay (counsel)	100 Milverton Dr. Mississauga ON L5R 4H1	1,713.76	0.00	1,713.76
35	Peter Karkoulis Sr. Shareholder loan	2 Authors Lane Kingston ON K7M 7W7	146,018.28	0.00	146,018.28
36	ReIm Sports	1350 Gardiners Road Kingston ON K7P 2Y2	355.95	0.00	355.95
37	Rigney Building Supplies	5 Terry Fox Drive Kingston ON K7K 6Y7	186.47	0.00	186.47

28-Sep-2023

Date


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 -- Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.

List "A"
Unsecured Creditors

LA SALLE MOTEL CO. (KINGSTON) LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
38	St. Lawrence Pools	525 Days Road Kingston ON K7M 3R8	160.44	0.00	160.44
39	Superior Lodging Development TL Corporation Attn: Eytan Donsky	#410, 211-11th Avenue SW Calgary AB T2R 0C6	23,286.41	0.00	23,286.41
40	Sysco Food	PO Box 6000 Peterborough ON K9J 7B1	10,443.70	0.00	10,443.70
41	Sysco Guest Supply Canada Inc.	Unit 5 570 Matheson Blvd. E. Mississauga ON L4Z 4G3	6,383.82	0.00	6,383.82
42	Telus Communications Inc. Attn: Attn: Insolvency Desk 22314142	c/o Credit Services Box 2099, Station T Vancouver BC V6B 5H5	4,684.29	0.00	4,684.29
43	Tony Ferrus's Dairy	470 McCullough Park Drive Kingston ON K7M 8K3	2,185.76	0.00	2,185.76
44	Travelodge Hotels Inc.	15022 Collections Center Dr Chicago IL 60693 USA	39,941.75	0.00	39,941.75
45	Troy Life & Fire Safety Ltd. Acct #TRAVEL008	1042 2nd Avenue East Owen Sound ON N4K 2H7	290.41	0.00	290.41
46	Utilities Kingston Attn: Chantal	P.O.Box 790 Kingston ON K7L 4X7	15,698.48	0.00	15,698.48
47	Viner Kennedy Frederick Allan Tobias	366 King Street East Kingston ON K7K 6Y3	25,306.01	0.00	25,306.01
48	Waste Management Attn: Adriana Villalobos	P.O. Box 4205, Stn A Toronto ON M5W 5L4	856.25	0.00	856.25
49	Workplace Safety Insurance Board	3rd Floor 200 Front Street West Toronto ON M5V 3J1	18,136.31	0.00	18,136.31
Total:			736,364.32	0.00	736,364.32

28-Sep-2023

Date


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 -- Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.

List "B"
Secured Creditors

LA SALLE MOTEL CO. (KINGSTON) LTD.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Bank of Montreal Secured Creditor	297 King St. East Kingston ON K7L 3B3	800,000.00	Real Property or Immovable - Building and Land - Kingston - 2360 Princess Street	01-Jan-1992	800,000.00	8,730,000.00	
				Other - Hotel Furniture and Equipment	01-Jan-1992	0.00	249,000.00	
				Business Assets - Stock In Trade - Inventory	01-Jan-1992	0.00	10,000.00	
				Other - Work Truck/Plow	01-Jan-1992	0.00	1,000.00	
Total:			800,000.00			800,000.00	8,990,000.00	0.00

28-Sep-2023

Date


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 -- Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.
List "C"
Preferred Creditors for Wages, Rent, etc.

LA SALLE MOTEL CO. (KINGSTON) LTD.

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

28-Sep-2023

Date


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 – Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.

List "D"
Contingent or Other Liabilities

LA SALLE MOTEL CO. (KINGSTON) LTD.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	Andrea Karkoulis Contingent Claim - Lawsuit	c/o Geoffrey Law Offices 630 Derbyshire Point Lane Athens ON K0E 1B0	3,500,000.00	0.00		Lawsuit
2	Hao Chen and 1000073686 Ontario Inc. Attn: Richard J. Worsfold Contingent Claim - Lawsuit	c/o Mills & Mills LLP 2 St. Clair Ave. W Suite 1700 Toronto ON M4V 1L5	250.00	0.00		Lawsuit
3	Peter Karkoulis Jr. Contingent Claim - Lawsuit	c/o Cunningham, Swan et al 27 Princess St. Suite 300 Kingston ON K7L 1A3	359,000.00	0.00		Lawsuit
4	Peter Karkoulis Jr. Contingent Claim - Lawsuit	c/o Cunningham, Swan et al 27 Princess St. Suite 300 Kingston ON K7L 1A3	5,000,000.00	0.00		Lawsuit
Total:			8,859,250.00	0.00		

28-Sep-2023

Date


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 – Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.

List "E"
Debts Due to the Debtor

LA SALLE MOTEL CO. (KINGSTON) LTD.

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

28-Sep-2023

Date


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 -- Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.
List "F"

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

LA SALLE MOTEL CO. (KINGSTON) LTD.

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

28-Sep-2023

Date


John Karkoulis

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 78 -- Continued

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.

List "G"
Real Property or Immovables Owned by Debtor

LA SALLE MOTEL CO. (KINGSTON) LTD.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Kingston - 2360 Princess Street - Hotel and Motel	Owner of subject lands	La Salle Motel Co. (Kingston) Ltd.	9,530,000.00	Bank of Montreal 297 King St. East Kingston ON K7L 3B3 800,000.00	8,730,000.00
Total:			9,530,000.00		8,730,000.00

28-Sep-2023

Date


John Karkoulis

District of: Ontario
 Division No. 11 - Kingston
 Court No. 33-2929085
 Estate No. 33-2929085

FORM 78 – Concluded

In the Matter of the Proposal of
 LA SALLE MOTEL CO. (KINGSTON) LTD.

List "H"

Property

LA SALLE MOTEL CO. (KINGSTON) LTD.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Inventory	15,000.00	15,000.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Hotel Furniture and Equipment	2,768,292.00	249,000.00
		Work Truck/Plow	49,946.00	1,000.00
Total:				265,000.00

28-Sep-2023

Date


 John Karkoulis

Court No. 33-2929085

File No. 33-2929085

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.

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

Link & Associates Inc. - Licensed Insolvency Trustee
Per:

Robert G. Link - Licensed Insolvency Trustee
7050 Weston Road, Suite #228
Woodbridge ON L4L 8G7
Phone: (416) 737-6655 Fax: (416) 862-2136

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

- 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
LA SALLE MOTEL CO. (KINGSTON) LTD.
of the City of Kingston, 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 LA SALLE MOTEL CO. (KINGSTON) LTD. of the City of Kingston 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 the Notice of Intention to Make a Proposal, namely the 3rd day of April 2023, 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.)

District of Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

FORM 31 --- Concluded
In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.
of the City of Kingston, in the Province of Ontario

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

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

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

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

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

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

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

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

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

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

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

Witness

Creditor

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

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

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

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

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

- 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
LA SALLE MOTEL CO. (KINGSTON) LTD.
of the City of Kingston, 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:

Link & Associates Inc. - Licensed Insolvency Trustee

Per:



Robert G. Link - Licensed Insolvency Trustee
7050 Weston Road, Suite #228
Woodbridge ON L4L 8G7
Fax: (416) 862-2136
E-mail: rlink@linkassociates.ca

District of: Ontario
Division No. 11 - Kingston
Court No. 33-2929085
Estate No. 33-2929085

- FORM 37 -

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

In the Matter of the Proposal of
LA SALLE MOTEL CO. (KINGSTON) LTD.
of the City of Kingston, 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 LA
SALLE MOTEL CO. (KINGSTON) LTD., to record my vote _____ (for or against) the acceptance
of the proposal as made on the 29th day of September, 2023.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____

Name and Title of Signing Officer

Return To:

Link & Associates Inc. - Licensed Insolvency Trustee

Per:



Robert G. Link - Licensed Insolvency Trustee
7050 Weston Road, Suite #228
Woodbridge ON L4L 8G7
Fax: (416) 862-2136
E-mail: rlink@linkassociates.ca

**INSTRUCTIONS AND CHECKLIST TO COMPLETE THE
PROOF OF CLAIM FORM (FORM 31) AND PROXY (FORM 36)**

Directive No. 22R

(Proofs of Claim, Proxies, Quorums and Voting at Meetings of Creditors - Appendix A)

Checklist for Proof of Claim

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

General

- The **signature of a witness** is required.
- The document **must be signed** by the individual completing the declaration.
- **Provide the complete address** where all notices or correspondence are to be forwarded along with your phone number, fax number and email address where appropriate.

Notes

- It is permissible to file a proof of claim by mail, by fax and/or email.
- A creditor may vote either in person or by proxy at any meeting of creditors if the proof of claim is filed with the trustee prior to the time appointed for the meeting.
- A quorum at any meeting of creditors consists of at least one creditor with a valid proof of claim in attendance in person or by proxy.
- A corporation may vote through an authorized agent or mandatory at meetings of creditors.
- In order for a duly authorized person to have a right to vote, they must be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- A creditor who is participating in any distribution from an estate must have filed a proof of claim prior to the distribution being declared.
- In the case of an individual bankrupt, by checking the appropriate box or boxes at the bottom of the proof of claim form, you may request that the trustee advise you of any material change in the financial situation of the bankrupt or the amount the bankrupt is required to pay into the bankruptcy, and a copy of the trustee's report on the discharge of the bankrupt.

**INSTRUCTIONS AND CHECKLIST TO COMPLETE THE
PROOF OF CLAIM FORM (FORM 31) AND PROXY (FORM 36)**

Paragraph 1

- The creditor must state the full and complete legal name of the individual, company or firm.
- If the individual completing the proof of claim is a representative of the creditor, the individual's position or title must be identified.

Paragraph 3

- The amount owing must be set out in paragraph 3.
- A **detailed statement of account** must be attached to the proof of claim and marked "Schedule A" and **must** show the date, number and amount of all invoices or charges, together with the date, number and amount of all credits or payments. The amount on the statement of account must correspond to the amount indicated on the proof of claim.

Paragraph 4

Notes

- **Paragraph A** applies to *ordinary unsecured claims*. In addition to recording the amount of the claim, please indicate whether the claim has a priority pursuant to section 136 of the Act.
- **Paragraph B** applies to *lessor claims* in a commercial proposal. Please ensure that the claim applies to a commercial proposal and, if so, include the full particulars of the claim.
- **Paragraph C** applies to *secured claims*. Please indicate the dollar value of the security and attach copies of the security document. In addition, please attach copies of the security registration documents, where appropriate.
- **Paragraph D** applies to *inventory claims of farmers, fishermen and aquaculturists*. Please note that such claims apply only to inventory supplied from farmers, fishermen and aquaculturists within 15 (fifteen) days of the date of bankruptcy. In addition, please attach copies of any applicable sales agreements and delivery slips.
- **Paragraph E** applies to *claims by wage earners*. Please note that such claims apply only for unpaid wages owed upon the bankruptcy of an employer or when the employer becomes subject to a receivership.
- **Paragraph 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.

**INSTRUCTIONS AND CHECKLIST TO COMPLETE THE
PROOF OF CLAIM FORM (FORM 31) AND PROXY (FORM 36)**

- **Paragraph G** applies to *claims against directors*. Please note that such claims apply only to directors of corporations that have filed a commercial proposal to creditors that includes a compromise of statutory claims against directors.
- **Paragraph H** applies to *claims of customers of a bankrupt securities firm*. Please ensure that the claim of the customer is for net equity and, if so, include the full particulars of the claim, including the calculations upon which the claim is based.

Paragraph 5

- All claimants must indicate whether or not they are related to the debtor, as defined in section 4 of the Act, or dealt with the debtor in a non-arm's-length manner.

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 initial bankruptcy event (including the bankruptcy or the proposal);
 - b. **within the twelve (12) months preceding** the initial bankruptcy event (including the bankruptcy or the proposal) in the case where the claimant and the debtor **were not** dealing at arm's length.

Proxy holder

Note

The Act permits a proof of claim to be made by a duly authorized representative of a creditor but, in the absence of a properly executed proxy, does not give such an individual the power to vote at the first meeting of creditors nor to act as the proxyholder of the creditors.

General

- In order for duly authorized persons to have a right to vote, they must themselves be creditors or be the holders of a properly executed proxy. The name of the creditor must appear in the proxy.

**INSTRUCTIONS AND CHECKLIST TO COMPLETE THE
PROOF OF CLAIM FORM (FORM 31) AND PROXY (FORM 36)**

Notes

- A creditor may vote either in person or by proxyholder.
- A proxy may be filed at any time prior to a vote at a meeting of creditors.
- A proxy can be filed with the trustee in person, by mail, by fax or by email.
- A proxy does not have to be under the seal of a corporation unless required by its incorporating documents or its bylaws.
- The individual designated in a proxy cannot be substituted unless the proxy provides for a power of substitution.
- Bankrupts/debtors may not be appointed as proxyholders to vote at any meeting of their creditors.
- The trustee may be appointed as a proxyholder for any creditor.
- A corporation cannot be designated as a proxyholder.