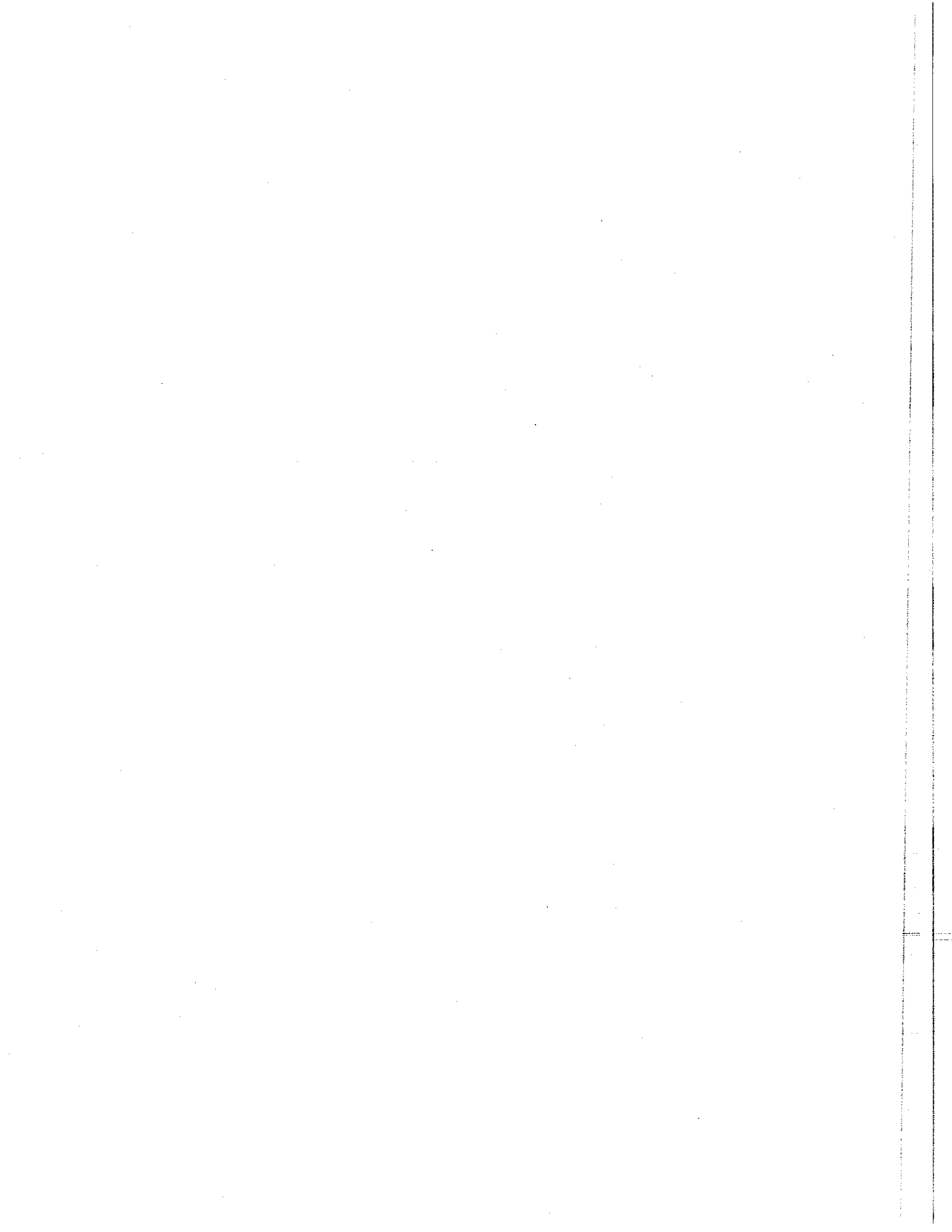


District of: Ontario
Division No. 08-Cambridge
Court No. 35-3076617
Estate No. 35-3076617

**CREDITOR PACKAGE
SHU-PAK EQUIPMENT INC.
of the city of Cambridge
in the Province of Ontario**

**Dodick Landau Inc.
951 Wilson Ave., Suite 15L
Toronto, ON M3K 2A7**



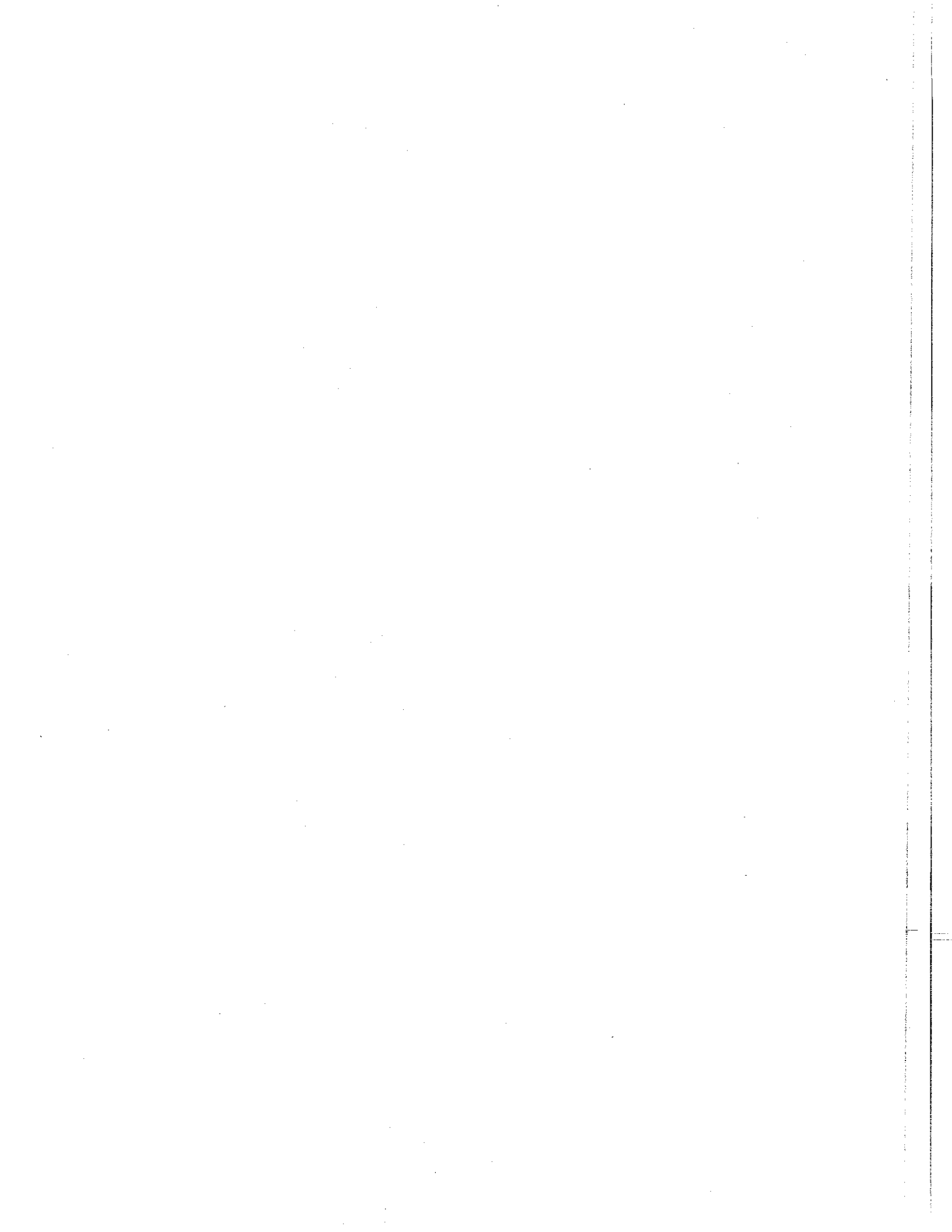
District of: Ontario
Division No. 08-Cambridge
Court No. 35-3076617
Estate No. 35-3076617

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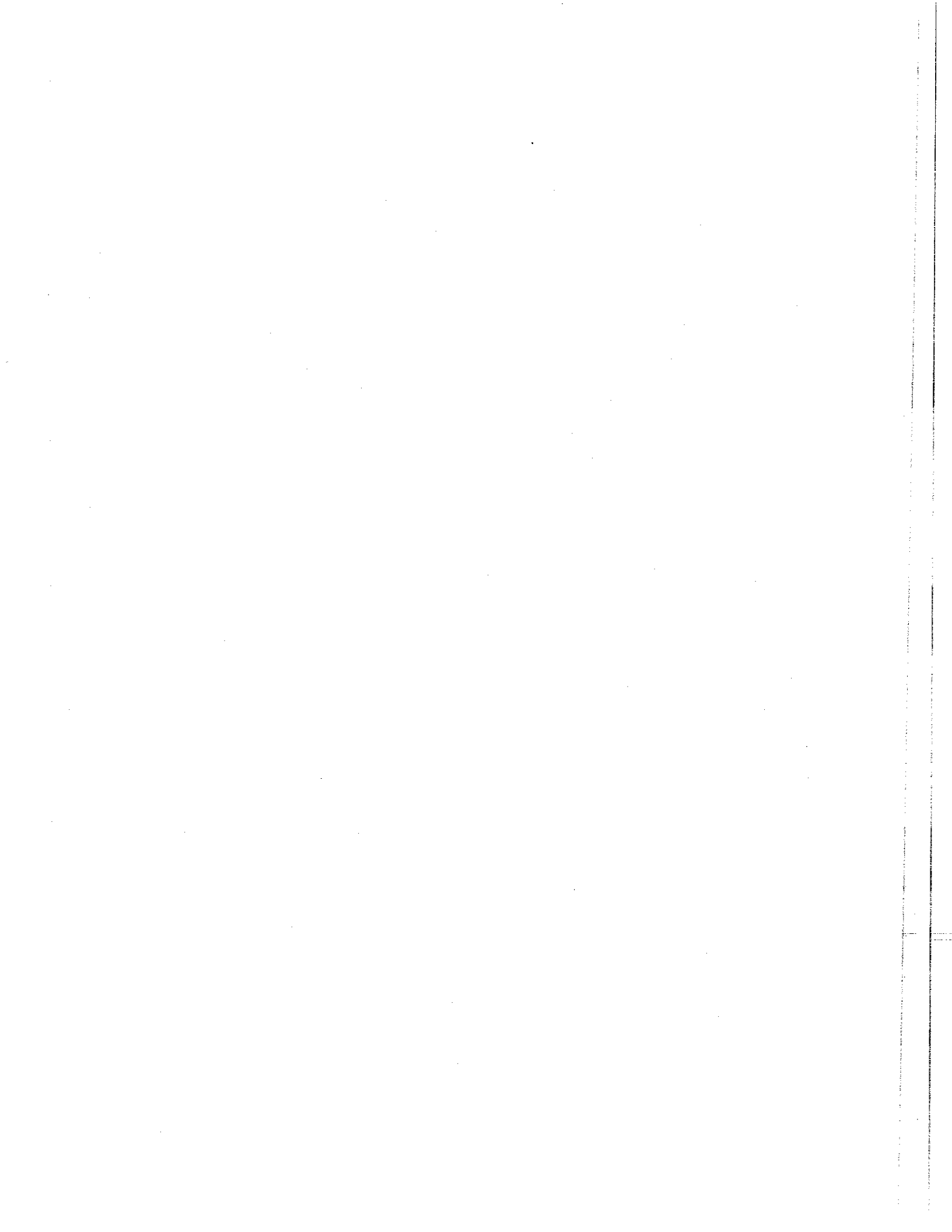
SHU-PAK EQUIPMENT INC.

Included in this package:

- 1. Letter to Creditors**
- 2. Helpful Hints/Filing a Claim/Voting/Proxies**
- 3. Notice of Proposal**
- 4. Proposal**
- 5. Report on Proposal**
- 6. Statement of Affairs**
- 7. Proof of Claim with instructions**
- 8. Proxy**
- 9. Voting Letter/Election form**



LETTER TO CREDITORS



DODICK LANDAU

October 22, 2024

CREDITOR PACKAGE

To the Creditors of Shu-Pak Equipment Inc., (“Shu-Pak” or the “Company”)

Please be advised that on October 8, 2024, Dodick Landau Inc., in its capacity as Proposal Trustee (the “**Proposal Trustee**”) of the Estate of Shu-Pak Equipment Inc. filed with the Official Receiver, a proposal, in the name and on behalf of Shu-Pak Equipment Inc. (the “**Proposal**”).

The reason you are receiving this letter and the enclosed creditor information (“**Creditor Package**”) is because Shu-Pak Equipment Inc. advised the Proposal Trustee that you are a creditor of Shu-Pak Equipment Inc. and may be eligible to vote in the Proposal. The purpose of the Creditor Package is to provide you with the information you require to evaluate, and vote on, the Proposal.

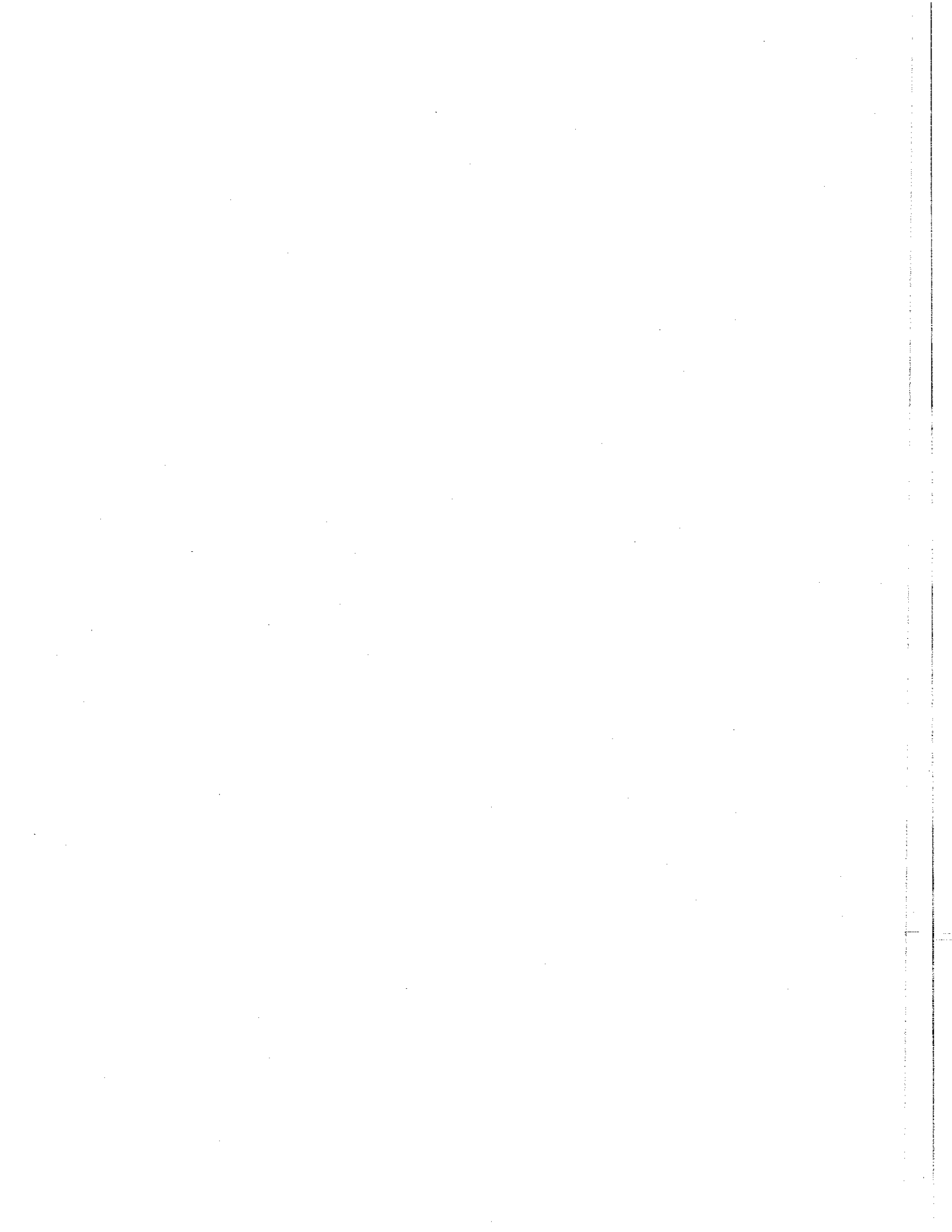
Enclosed in this Creditor Package are the following Proposal documents:

- 1) Notice of Proposal to Creditors;
- 2) Proposal;
- 3) Trustee’s Report on Proposal;
- 4) Statement of Affairs;
- 5) Proof of Claim form with instructions;
- 6) Proxy;
- 7) Voting Letter

A Meeting of the Creditors to consider the Proposal will be held by Zoom videoconference on the 5th day of November, 2024 at 11:00 a.m. The Zoom link is as follows:

<https://us06web.zoom.us/j/87303632023?pwd=6aZdma1SR5FjjaLSrDQNYEFXxFOlxr.1>

In order to be eligible to attend and vote at the meeting of creditors, creditors must have filed with the Proposal Trustee before the meeting, a proof of claim form signed and witnessed as required and accompanied by a statement of account. Those Creditors who do not intend to have a personal representative at the meeting held on November 5, 2024, may complete and submit the voting letter which is enclosed in this Creditor Package prior to the meeting indicating their vote for or against the acceptance of the Proposal. The Trustee has also enclosed a form of proxy should a Creditor wish to appoint a proxy to represent them at the meeting. Additional details relating to the filing of claims prior to the meeting of creditors are outlined throughout this Creditors Package.



DODICK LANDAU

Please read the Helpful Hints, Voting and General Proxy information following this letter for details on how to file your claim and vote on the Proposal. In the Proof of Claim section of this package you will also find an information detailing how to complete your Proof of Claim and what must be returned with it. Please utilize this information.

Completed proofs of claim, and other documents may be returned to the Proposal Trustee to the attention of Brenda McKnight by fax (1-866-874-1791) or electronic mail (brenda.mcknight@dodick.ca). Should you need further assistance, you may contact our office by telephone at 416-645-0542.

Properly completed Proofs of Claims not received at the Proposal Trustee's office prior to the start of the November 5, 2024 meeting will result in that creditor not being able to vote at the meeting on the Proposal. We encourage all creditors who wish to vote at the meeting to send to the Proposal Trustee's office their completed proof of claim as soon as possible. We also encourage creditors to vote by voting letter in advance as well if they are able.

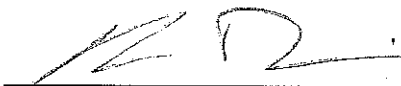
Please refer to the Trustee's Report on the Proposal. Please note that the Proposal Trustee is recommending that creditors vote in favour of the Proposal for the reasons as noted in the report.

To access further information pertaining to the Shu-Pak Equipment Inc. proceedings, including an electronic copy of the Creditor Package, and link to the November 5, 2024 meeting, please visit the Trustee's website (<http://dodick.ca/public-documents/>).

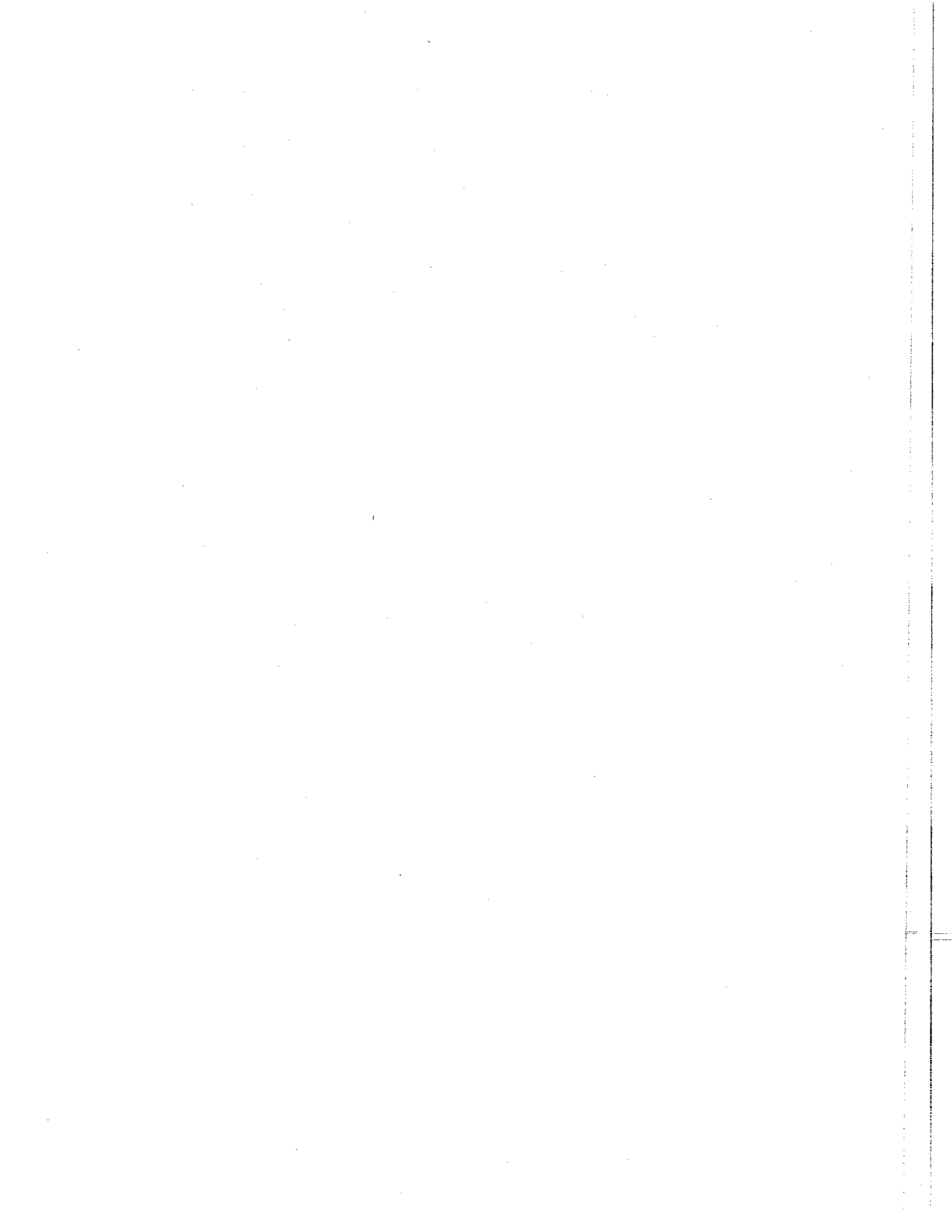
DODICK LANDAU INC.,

Proposal Trustee of the estate of Shu-Pak Equipment Inc.
and not in its personal or
corporate capacity.

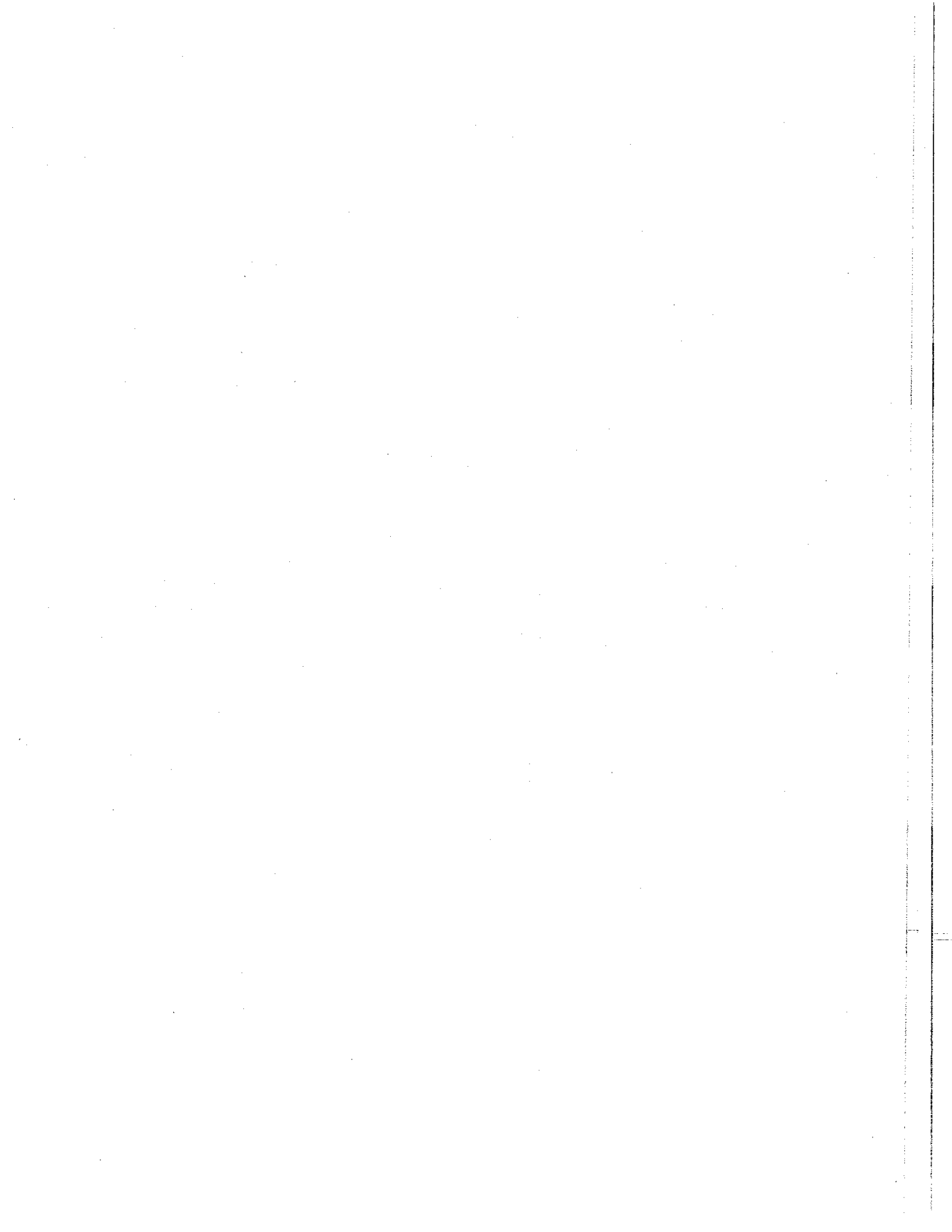
Per:



Rahn Dodick, CPA, CA, CIRP, LIT
President



**HELPFUL HINTS
FILING A CLAIM
VOTING
PROXIES**



DODICK LANDAU

Helpful Hints

- You are receiving this Creditor Package as **Shu-Pak Equipment Inc.** has informed the Proposal Trustee that you are one of their creditors.
- Please note that a Meeting of Creditors will be held on **November 5, 2024 at 11 a.m. via Zoom**. The Zoom link is noted on the cover page of the Creditor Package letter, or contact Brenda McKnight for the link.
- To participate in the Proposal, all creditors **MUST** file a Proof of Claim form and submit it to the Proposal Trustee in advance of the Meeting of Creditors. The Proof of Claim and the instruction sheet can be found close to the end of the Creditor Package.
- Please remember that your claim must include a Schedule "A" which is proof of the amount that you are claiming. This should be invoices of the amount owing to you or similar documentation.
- You can submit your claim by email, mail or by fax. In order to be eligible to vote at the Meeting, the Proof of Claim with supporting documents **MUST** arrive at the office of the Proposal Trustee in advance of the Meeting
- Please read the Proposal document and the Report on the Proposal written by the Proposal Trustee in order to understand the Proposal and the voting at the meeting.

Voting

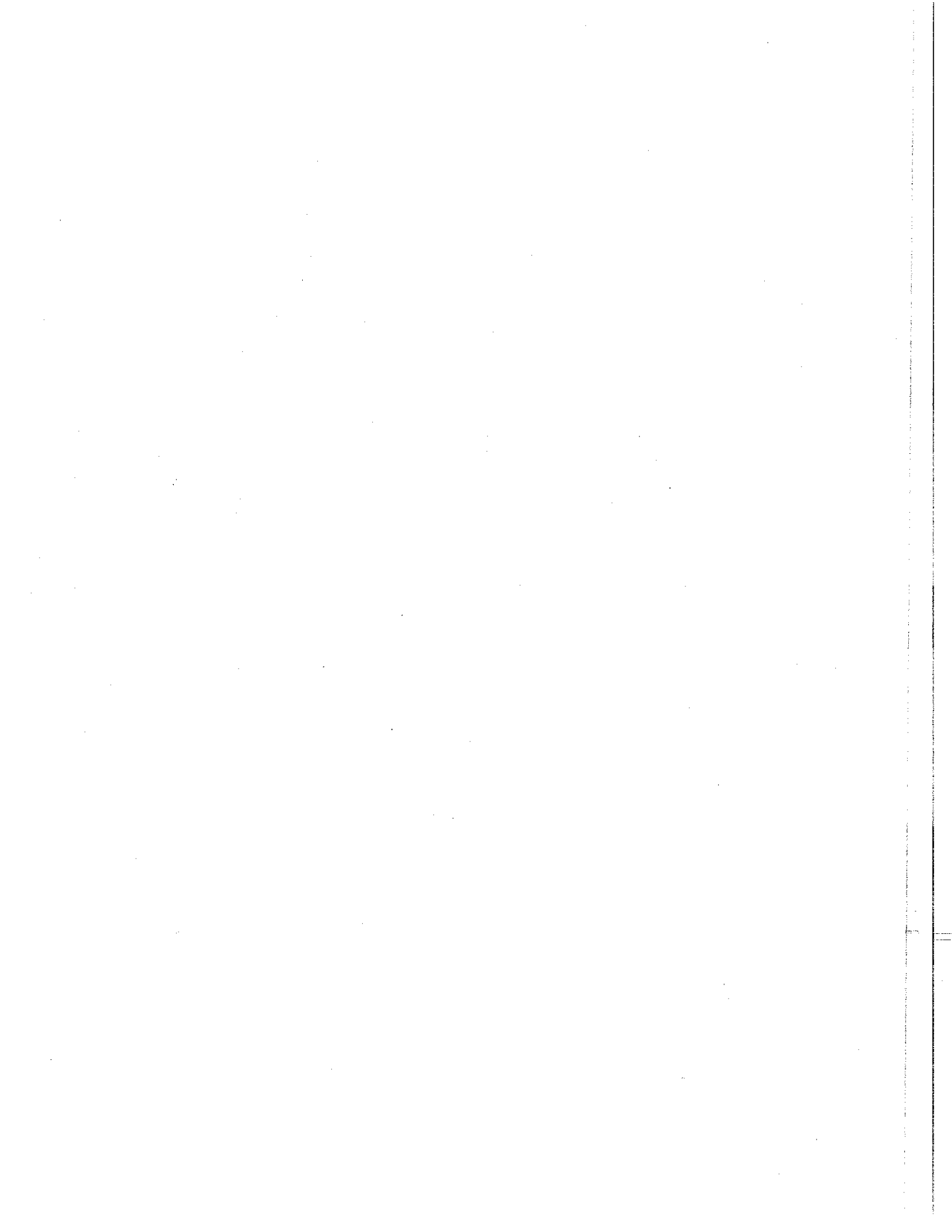
- The Meeting of Creditors will be held using Zoom videoconferencing. As carrying out a vote by videoconference can at times be challenging, we are encouraging all creditors to vote by voting letter in advance of the Meeting. In order to vote in advance of the Meeting, the voting letter (form is at the back of the creditor package) with your completed Proof of Claim and proxy (if applicable) must be submitted to the Proposal Trustee's office in advance of the Meeting of Creditors. **Please note that all corporations voting on the proposal must appoint a proxy to vote on behalf of the corporation.**

General Proxy:

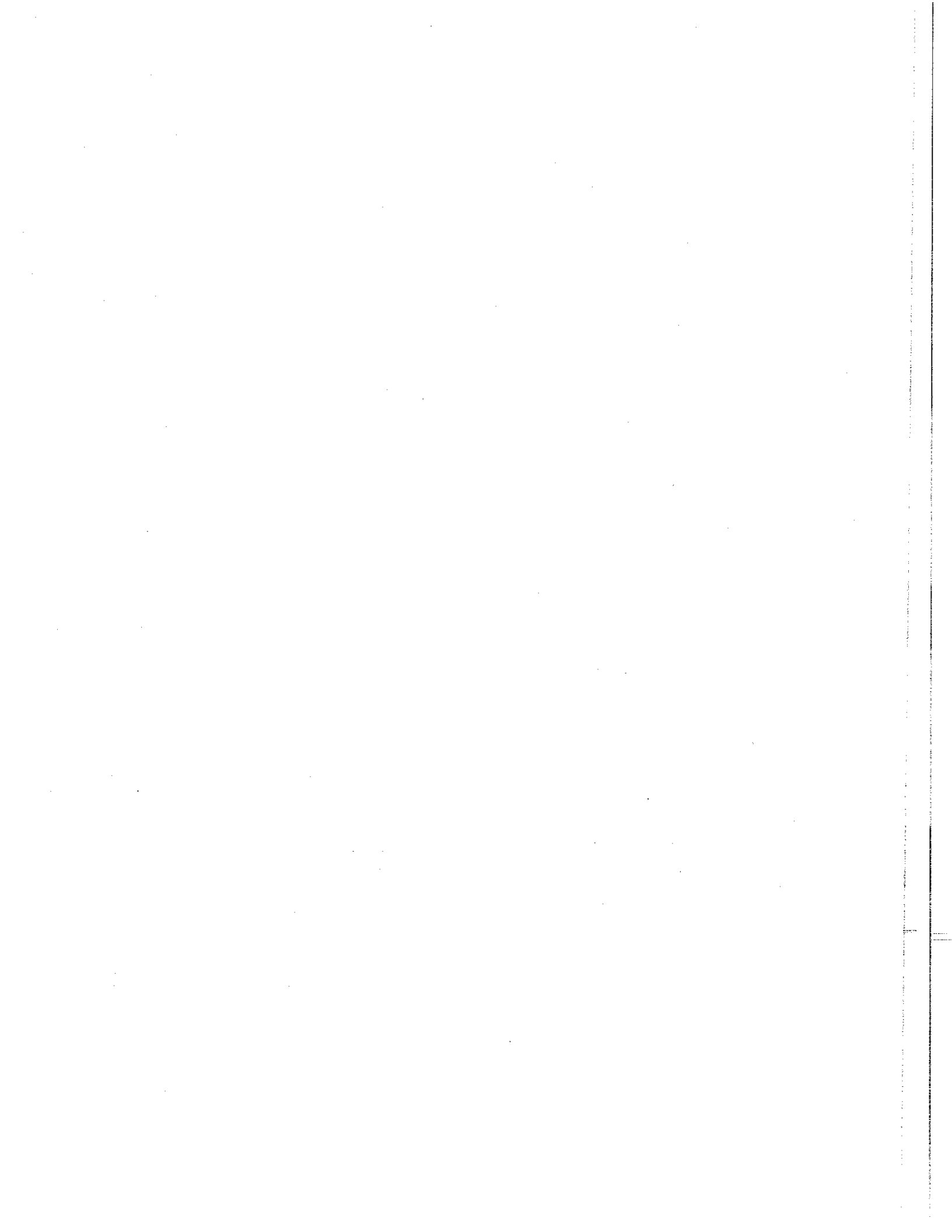
- If you are representing a corporation, you must have a proxy from the corporation to act on its behalf and vote at the Meeting, whether you vote in advance by voting letter or in person at the Meeting.
- If you are an individual, you may wish to have someone else represent you at the Meeting of Creditors. You must give that individual a signed proxy form. We must receive the proxy form in advance of the Meeting of Creditors.
- The Proposal Trustee must receive the proxy form in advance of the Meeting.

If there are any questions in completing the proof of claim, please write, email or telephone the office of the trustee:

Dodick Landau Inc.
951 Wilson Ave., Suite 15L
Toronto, ON M3K 2A7
Telephone: 416-645-0542
Fax: 866-874-1791
Email: brenda.mcknight@dodick.ca



NOTICE OF PROPOSAL



District of: Ontario
Division No.: 08-Waterloo
Court No. 35-3076617
Estate No. 35-3076617

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

In the matter of the proposal of
Shu-Pak Equipment Inc.
of the city of Cambridge, in the Province of Ontario

Take notice that Shu-Pak Equipment Inc. of the City of Cambridge, in the Province of Ontario has lodged with us a proposal under the Bankruptcy and Insolvency Act.

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

A general meeting of the creditors will be held on the 5th day of November, 2024 at 11:00 a.m. The meeting will be held by Zoom videoconferencing at:

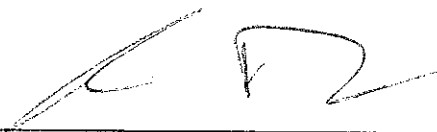
<https://us06web.zoom.us/j/87303632023?pwd=6aZdma1SR5FijaLSrDQNYEFXxFOlxr.1>

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

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to commencement of the meeting.

Dated at the city of Toronto in the Province of Ontario, this 22nd day of October, 2024.

Dodick Landau Inc. – Licensed Insolvency Trustee



951 Wilson Avenue, Suite 15L
Toronto, ON M3K 2A7
Phone: (416) 645-0542 Fax: (866) 874-1791



PROPOSAL



District of Ontario
Division No.: 09 – Toronto
Estate No. 35-3076617

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE PROPOSAL OF SHU-PAK EQUIPMENT INC.
OF THE CITY OF CAMBRIDGE, IN THE PROVINCE OF ONTARIO

PROPOSAL
(October 8, 2024)

Shu-Pak Equipment Inc. hereby submits the following Proposal under Part III of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*.

PART I
INTERPRETATION

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 the fees and expenses of the Trustee incidental to the NOI and the preparation and facilitation of the Proposal and any amendments thereto, including, without limitation, fees incurred by the Trustee in the administration of the Funded Proposal Payments, and the legal fees and expenses incurred by the Trustee and the Debtor before and following execution, acceptance and approval of this Proposal and in connection with the NOI and the preparation of this Proposal, as well as advice to the Debtor in connection therewith;
 - (c) “Affected Creditors” means those Creditors of the Company forming Class I, as defined in Part III of this Proposal;
 - (d) “Approval Order” means an order of the Court approving this Proposal, to be granted pursuant to the provisions of the Act, the appeal period having

expired, and no appeal having been filed or any appeal therefrom having been dismissed and such dismissal having become final;

- (e) "Bankruptcy Proceeding" means the deemed assignment of the Company into bankruptcy on July 18, 2024, following the expiration of the stay of proceedings following the Company's filing of a Notice of Intention to Make a Proposal to its creditors on May 3, 2024, and extended by the Court to July 17, 2024;
- (f) "Bankruptcy Reserve" means a reserve amount of \$15,000 to be held by the Trustee as security for the administrative costs of the bankruptcy of the Company, in the event that this Proposal is annulled, and the Company becomes bankrupt;
- (g) "Business Day" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (h) "Certificate of Full Performance" means the certificate that the Trustee issues to the Company and to the Official Receiver pursuant to Section 65.3 of the Act;
- (i) "Claim" means any right of any Person with indebtedness, liability or obligation of any kind against the Company which indebtedness, liability or obligation is in existence at the Date of Filing, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, 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, 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 at the time of Date of Filing;
- (j) "Company" means Shu-Pak Equipment Inc.;
- (k) "Court" means the Ontario Superior Court of Justice (In Bankruptcy and Insolvency);
- (l) "Court Approval Date" means the date on which the Approval Order is issued;
- (m) "Creditors" means any Person having a Claim;
- (n) "Creditors Meeting" means the meeting of the Affected Creditors called for the purpose of considering and voting upon this Proposal;

- (o) "Crown Claims" means Claims of Her Majesty in right of Canada or any province of all amounts of a kind contemplated by section 60(1.1) of the Act;
- (p) "Date of Filing" means May 3, 2024, the date on which the Company filed the NOI;
- (q) "Employee Preferred Claim" means a Claim by a current or former employee of the Company, or such portion of such Claim, that would be payable in priority under Subsection 136(1) of the Act;
- (r) "Effective Date" means 10 calendar days from the date of the Approval Order, unless the Approval Order is appealed, in which case the Effective Date means the later of: (i) one Business Day after the full and final determination of the appeal; and (ii) the expiry of any further appeal periods;
- (s) "Event of Default" has the meaning given to it in Part VIII of this Proposal;
- (t) "Funded Proposal Payments" shall mean funds which will be advanced to the Trustee for distribution, as set out and defined in Paragraph 16 hereof;
- (u) "Inspectors" means the inspectors appointed pursuant to Part X of this Proposal;
- (v) "Levy" means the levy imposed by the Superintendent of Bankruptcy under the Act;
- (w) "Maturity Date" means the date on which all payments to the Creditors have been made and the Certificate of Full Performance has been issued by the Trustee to the Company, provided that no Event of Default has occurred that has not been cured or waived;
- (x) "NOI" means the Notice of Intention to Make a Proposal filed by the Company on May 3, 2024;
- (y) "Person" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;
- (z) "Post-Filing Crown Claims" means all Crown Claims that became due or shall become due on or after the Date of Filing;
- (aa) "Post-Filing Goods and Services" means the goods supplied, services rendered, and other consideration given or provided to the Company on or after the Date of Filing;

- (bb) "Pre-Filing Crown Claims" means all Crown Claims that were outstanding as at the Date of Filing;
- (cc) "Preferred Claim" means any claim that is afforded priority under Section 136(1) of the Act;
- (dd) "Preferred Creditor" means any Unsecured Creditor holding a Preferred Claim, solely in respect to that Preferred Claim;
- (ee) "Proposal" means this proposal dated October 1, 2024, together with any amendments or additions thereto;
- (ff) "Proposal Period" means the period between the Court Approval Date and the Maturity Date;
- (gg) "Proven" as used in relation to any Claim means such Claim as finally accepted or determined by the Trustee in accordance with the provisions of the Act and this Proposal, subject to the Creditor's right of appeal to Court, the Court's determination of that Claim or any applicable appeal periods having expired and no appeal having been made;
- (hh) "Related Party Claim" shall mean a claim by any person that is related to the Company within the meaning of the Act;
- (ii) "Secured Claim" means any Claim by a Secured Creditor, excluding the Crown Claims;
- (jj) "Secured Creditor" means a Person holding a mortgage, hypothec, pledge, charge (including the beneficiaries of the Administration Charge, as defined and granted in the Order of the Court made in these proceedings dated May 31, 2024), lien or privilege on or against the property of the Company or any part thereof as security for a Claim, but excludes the Canada Revenue Agency to the extent of its Crown Claims;
- (kk) "Trustee" means Dodick Landau Inc., solely in its capacity as proposal trustee of the Company;
- (ll) "Unsecured Claim" means the value of any Proven Claim in respect of which no Security is held and which is not a Related Party Claim; and
- (mm) "Unsecured Creditors" means those Persons with Claims in respect of which no security is held, and which is not afforded priority under Section 136(1) of the Act.

Headings

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

Number, etc.

3. In this Proposal, where the context requires, a word importing the singular includes the plural and vice versa, and a word importing gender includes the masculine, feminine and neuter genders.

Date for Action

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

Accounting Principles

5. Accounting terms not otherwise defined in this Proposal have the meanings assigned to them in accordance with generally accepted Canadian accounting principles.

PART II PURPOSE AND EFFECT OF THIS PROPOSAL

Purpose of Proposal

6. The purpose of this Proposal is to affect a restructuring of the indebtedness of the Company in the manner contemplated herein and as permitted by the Act in the expectation that all Creditors will derive a greater benefit from the restructuring and the continued operation of the business and affairs of the Company than would result from a continuation of the bankruptcy of the Company and a liquidation of its assets. Persons with any Related Party Claims shall be stayed during this Proposal but shall not participate in any voting nor in any dividends to be made under this proposal.

Effect of Proposal

7. During the Proposal Period, and provided that an Event of Default has not occurred and is continuing hereunder, all Creditors and persons with Related Party Claims will continue to be stayed from commencing or continuing any proceeding or remedy against the Corporation or any of its property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies, to recover or enforce any judgment against the Company in respect of a

Claim or to commence any formal proceedings against it other than as provided for under this Proposal.

8. Upon implementation of all elements of this Proposal, and the filing of the Certificate of Full Performance by the Trustee, all Claims against the Company and its directors shall be fully, finally and completely satisfied.

PART III CLASSIFICATION OF CREDITORS

9. For the purpose of this Proposal, the Creditors of the Company shall be comprised of single class, consisting of Creditors having Proven Preferred Claims and Unsecured Claims ("Class 1"), which, for greater certainty, shall include Preferred Creditors entitled to vote pursuant to the Act and claims of Her Majesty in right of Canada and any province for all amounts other than Crown Claims, but shall not include persons with Related Party Claims.

PART IV SECURED CREDITORS

10. The Company's Secured Creditors, if any, shall be unaffected by this Proposal.

PART V TREATMENT OF VARIOUS CLAIMS, FUNDING OF PROPOSAL AND DISTRIBUTION

Crown Claims

11. The Company covenants and agrees to, within six months after the Effective Date, pay in full all amounts that were outstanding at the Date of Filing of a kind that could be subject to a demand under: (i) Subsection 224(1.2) of the ITA; (ii) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to s.224(1.2) of the *ITA* 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, penalty or other amounts; or (iii) under any substantially similar provision of provincial legislation, including all amounts contemplated by Section 60(1.1) of the Act. This payment of Crown Claims (if any) will be made in addition to the Funded Proposal Payments.
12. At the Date of Filing, according to the Company, it owed approximately \$2,671,597 to the Canada Revenue Agency for employee source deductions withheld but not remitted, including related penalties and interest calculated up to the Date of Filing. The proof of claim filed by the Canada Revenue Agency in the Bankruptcy Proceeding, includes a property claim of \$1,601,542 and an unsecured claim of

\$1,070,055. The Canada Revenue Agency has agreed that for purposes of this Proposal, Crown Claims shall not exceed \$1,601,542.

Employee Preferred Claims

13. As at the date of the filing of the Proposal, the aggregate Employee Preferred Claims are estimated to be approximately \$45,000. All Proven Employee Preferred Claims shall be paid out of the Funded Proposal Payments, in priority to Proven Preferred and Unsecured Claims and shall be remitted by the Trustee to the entitled claimants (if any) immediately after the Effective Date.

Preferred Claims (in addition to Employee Preferred Claims)

14. Proven Preferred Claims, other than Employee Preferred Claims (if any), which shall be satisfied pursuant to Paragraph 13 of this Proposal, shall be paid in full, without interest, out of the Funded Proposal Payments, in priority to Proven Unsecured Claims.

Unsecured Claims

15. Proven Unsecured Claims shall be paid out of the Funded Proposal Payments on a *pro rata* basis.

Funding the Proposal

16. The Company's obligation to fund the Funded Proposal Payments shall commence on the Effective Date. The Company will cause to be paid to the Trustee the following payments:
 - (a) \$700,000.00 - David Tanner, a shareholder of the Company, has agreed to pay the sum of \$700,000.00 to the Trustee by the Effective Date. A \$70,000.00 non-refundable deposit has already been paid to the Trustee, leaving a balance of \$630,000.00 to be paid.
 - (b) \$100,000.00 - The Company shall pay \$100,000.00 to the Trustee over a period of 2 years in quarterly installments of \$12,500.00.
 - (c) \$400,000.00- The Company anticipates receiving a minimum of this credit in connection with its application for a Science, Research and Experimental Development credit for its 2024 fiscal year ("2024 SRED"), filed with the Canada Revenue Agency ("CRA") prior to the filing of this Proposal.
 - (i) In the event that the 2024 SRED credit or refund is less than \$400,000.00, the Company will pay to the Trustee the difference between the amount of the 2024 SRED credit and \$400,000.00, in quarterly payments over three years due on the first day of each calendar quarter.

- (d) \$623,000.00 - The Trustee has received during the Bankruptcy Proceeding a 2023 Science, Research and Experimental Development refund which it has distributed to CRA in the Bankruptcy Proceeding as partial repayment of its property claim of \$1,601,542.

(collectively, subparagraphs 16(a)-(d) the “**Funded Proposal Payment**”).

- 17. In addition to the Funded Proposal Payment, any net proceeds from the sale of assets during the Bankruptcy Proceeding, after costs of administering the Bankruptcy Proceeding, including costs to carry the Company’s premises throughout the Bankruptcy and Proposal proceedings, will be available for distribution to the Creditors of the Proposal after the Effective Date.

Distributions

Payment of Preferred Claims & Crown Claims:

- 18. The Trustee shall issue distributions from the Funded Proposal Payments in respect of.
 - (a) Crown Claims within six months from the Effective Date;
 - (b) Proven Employee Preferred Claims, immediately following the Effective Date; and
 - (c) Other Preferred Claims, following payment in full of Crown Claims and Proven Employee Preferred Claims.

Distributions to Unsecured Creditors

- 19. Interim distributions will be made to Unsecured Creditors with Proven Unsecured Claims when sufficient Funded Proposal Payments have, in the Trustee’s discretion, accumulated to warrant an interim distribution. The Trustee may make an interim distribution at any time and frequency as the Trustee deems appropriate in the Trustee’s discretion.
- 20. The Funded Proposal Payments shall be distributed by the Trustee in the following order of priority:
 - (a) first, to the Administrative Fees and Expenses;
 - (b) second, to establish the Bankruptcy Reserve, to be held in trust by the Trustee, which amount shall be used to fund the administrative costs of the bankruptcy of the Company in the event that this Proposal is annulled, and the Company becomes bankrupt, failing which such amount shall be distributed in accordance with Subparagraphs 20(c) and 20(d) of this Proposal;

- (c) third, to Employee Preferred Claims;
- (d) fourth, to Proven Claims of Preferred Creditors, other than Employee Preferred Claims; and
- (e) fifth, the balance of the Funded Proposal Payments shall be distributed *pro rata* among all of the Unsecured Creditors on account of Proven Unsecured Claims.

Amendments to Agreements

21. Notwithstanding the terms and conditions of all agreements or other arrangements with Creditors entered before the Date of Filing, provided that no Event of Default has occurred and is continuing hereunder, all such agreements or other arrangements will be deemed to be amended to the extent necessary to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern. All Creditors will provide such acknowledgements, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal.

Treatment of Claims

22. For purposes of this Proposal, each Creditor holding a Claim will receive the treatment provided for in this Proposal on account of such Claim.

PART VI POST-FILING OBLIGATIONS

Payment of Post-Filing Goods & Services

23. During the Proposal Period, all Post-Filing Goods and Services shall be paid in full in the ordinary course of business by the Company.

Post-Filing Crown Claims

24. During the Proposal Period, the Company shall remit all Post-Filing Crown Claims as and when due.

Reporting by the Company

25. During the Proposal Period, the Company shall provide to the Trustee every three months commencing on first day of the month following the month in which the Approval Order is issued, a report containing the information set out below:
- (i) a cash flow statement for the Company's business and affairs for the prior three months; and

- (ii) evidence of Company's filing and remittance of source deductions and HST.

**PART VII
LEVY, MANDATORY PAYMENTS AND PREFERRED CLAIMS**

Levy

- 26. The Levy, if applicable, shall be deducted by the Trustee from payments to creditors by the Trustee.

Payment of Fees and Expenses

- 27. The Administrative Fees and Expenses, on and incidental to the proceedings arising out of the Bankruptcy and Proposal proceedings, or in a further bankruptcy proceeding, if any, shall be paid in priority to the Crown Claims, the Claims of Preferred Creditors, and the Claims of general Unsecured Creditors. 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 Registrar in Bankruptcy upon completion of the Proposal. The Trustee's disbursements will be charged in addition to its fees based on the actual costs incurred and/or as allowed by tariff.

Employee Claims

- 28. As per Part V of this Proposal, all Proven Employee Preferred Claims will be paid in priority to other Claims as soon as reasonably possible after the Effective Date.

Preferred Claims

- 29. As per Part V of this Proposal, all Proven Preferred Claims (if any) are to be paid without interest in full priority to all Claims of the Unsecured Creditors including, without limitation, any entitlement of the Unsecured Creditors to the payments to be made under Part V of this Proposal.

**PART VIII
EVENTS OF DEFAULT**

- 30. The following events will constitute Events of Default for purposes of section 63 of the Act and otherwise under this Proposal:
 - (a) the non-payment by the Company of any of its obligations hereunder within thirty (30) days after written notice has been given by the Trustee that such payment is past due; and

- (b) the breach or failure by the Company to observe and perform any other covenant and provision of this Proposal, other than payment as provided for in Subparagraph 30(a) hereof which is not remedied within thirty (30) days after written notice thereof has been given to the Company by the Trustee.

PART IX TRUSTEE

31. The Trustee is acting solely in its capacity as proposal trustee under the Act and not in its personal capacity and no officer, director, employee or agent of the Trustee shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of the Company.
32. Any payments made by the Trustee to Creditors hereunder shall be made by the Trustee net of any levies payable or due under the Act.

PART X INSPECTORS

Appointment of Inspectors

33. At the Creditors Meeting, the Affected Creditors will be entitled to appoint one or more, but not exceeding five (5) Inspectors in total.

Powers of Inspectors

34. The Inspectors, by way of majority, will have the following powers, but will have no personal liability to the Company or other Creditors:
- (a) the power to extend the dates the Funded Proposal Payments are due under this Proposal;
 - (b) the power to waive any default in the performance of any provision of this Proposal; and
 - (c) the power to advise the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee.

PART XI CONDITIONS PRECEDENT

Creditor Approval

35. The Trustee shall call a meeting of the Affected Creditors of the Company to seek creditor approval for the Proposal in the requisite majority in number and value of the classes, as set out in the Act, of each of the classes of creditors described in this

Proposal. The performance of this Proposal by the Company shall be conditional upon approval of the Affected Creditors. If the Affected Creditors do not approve the Proposal, the Trustee shall report on the result of the vote as required under section 57 of the Act and the Company shall be deemed bankrupt.

Court Approval

36. In the event the Proposal is approved by the Affected Creditors the Trustee shall, within five (5) days of such approval, apply to the Court for a hearing to seek the Approval Order. The performance of this Proposal by the Company shall be conditional upon the issuance of the Approval Order. In the event that the Court does not approve the Proposal, the Company shall be deemed bankrupt.

PART XII RELEASES

37. As at 12:01 a.m. the Maturity Date, the Company, shall be released and discharged from any and all Claims. This release shall have no force or effect if the Company becomes bankrupt before the terms of the Proposal are fully performed.
38. As of 12:01 a.m. the Effective Date, each and every present and former director of the Company shall be released from claims against them that arose before the Date of Filing and that relate to the obligations of the Company where such persons are by law liable in their capacity as directors for the payment of such obligations, provided that nothing herein shall release or discharge any director of the Company from any claims coming within the exceptions set out in section 50(14) of the Act.

PART XIII MISCELLANEOUS

Related-Party Creditors

39. The following Creditors have agreed, as evidenced by such Creditors' signed confirmation appended hereto as Schedule "A", that (i) they are related to the Company within the meaning of the Act, (ii) they will not file Claims in this Proposal, and (iii) will not participate in distributions to Creditors under this Proposal:
- (a) David Tanner
 - (b) Victor Mele; and
 - (c) Chriscent Corporation Ltd.

Preferential Payments

40. Sections 95 to 101 of the Act shall not apply to any dealings by the Company at any time prior to the Date of Filing unless the Company becomes bankrupt before the terms of the Proposal are fully performed. The releases contemplated in Part XII of this Proposal include releases from all claims, actions, or remedies available to Creditors or others pursuant to Sections 95 to 101 of the Act, provided that nothing herein shall release any director of the Company from any claims coming within the exceptions set out in Section 50(14) of the Act.

Consents, Waivers and Agreements

41. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by the Company in any provision, express or implied, in any agreement existing between the Creditor and the Company that has occurred on or prior to the Date of Filing, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of this Proposal, the provisions of this Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

42. The Company and the Creditors will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated hereby.

Performance

43. All obligations of the Company under this Proposal will commence as of the Effective Date. All obligations of the Company under this Proposal will be fully performed for the purposes of Section 65.3 of the Act only upon the Company having made the payments to the Trustee provided for herein and a Certificate of Full Performance is issued by the Trustee to the Company and the Office of the Superintendent of Bankruptcy.

Acceleration of Payments

44. Notwithstanding the payment structure set out in Part V of this Proposal, nothing herein prevents or restricts the Company from accelerating any of the Funded Proposal Payments or from satisfying the full amount of the Funded Proposal Payments in advance of the time period contemplated in Part V of this Proposal.

Binding Effect

45. The provisions of this Proposal will be binding on the Creditors and the Company, and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Approval Order after all appeal periods have expired.

**PART XIV
ANNULMENT OF PROPOSAL**

46. If this Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of Creditors.

**PART XV
AMENDMENTS**

47. The Company may propose amendments to the Proposal at any time prior to the conclusion of the Creditors Meeting provided that any such amendment does not reduce the rights and benefits given to the Creditors pursuant to the Proposal before such amendment and that any and all amendments shall be deemed to be a part of and incorporated into the Proposal.

DATED at the City of Toronto, in the Province of Ontario, as of this 8th day of October 2024.

**DODICK LANDAU INC. ACTING AS
TRUSTEE IN BANKRUPTCY OF SHU-PAK
EQUIPMENT INC. AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY.**

Per: _____

Name: Rahn Dodick
Title: President

SCHEDULE "A"

CONFIRMATION OF RELATED-PARTY CREDITORS

Pursuant to this Proposal, the following Creditors hereby confirm, acknowledge and agree that they will not file a Claim in this Proposal and will not participate in any distributions to Unsecured Creditors under this Proposal.

Date: October 08, 2024

David Tanner

D. Tanner

[Signature]

Witness:

Date: October 9, 2024

Victor Mele

Victor Mele

[Signature]

Witness:

Date: October 7, 2024

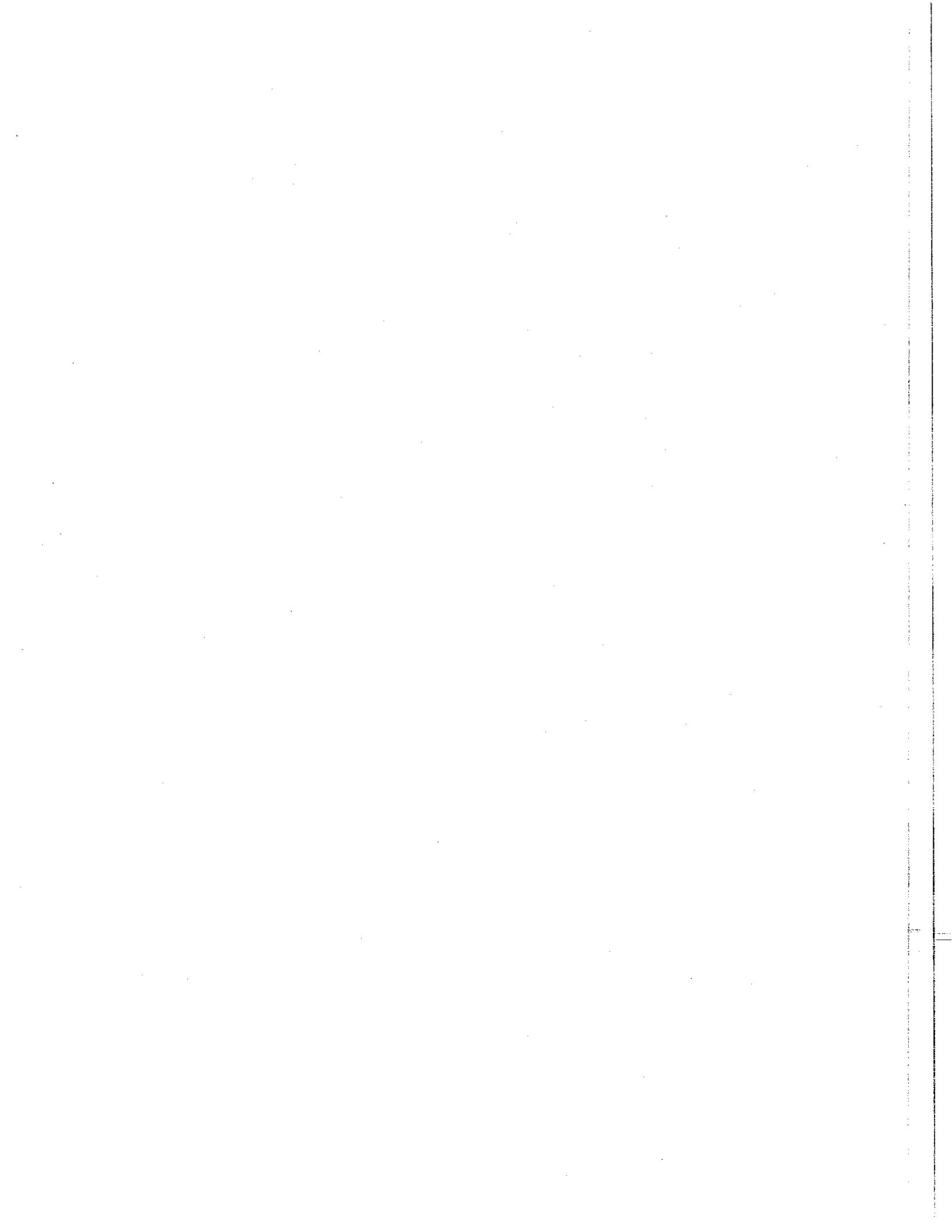
Chriscent Corporation Ltd.

[Signature]

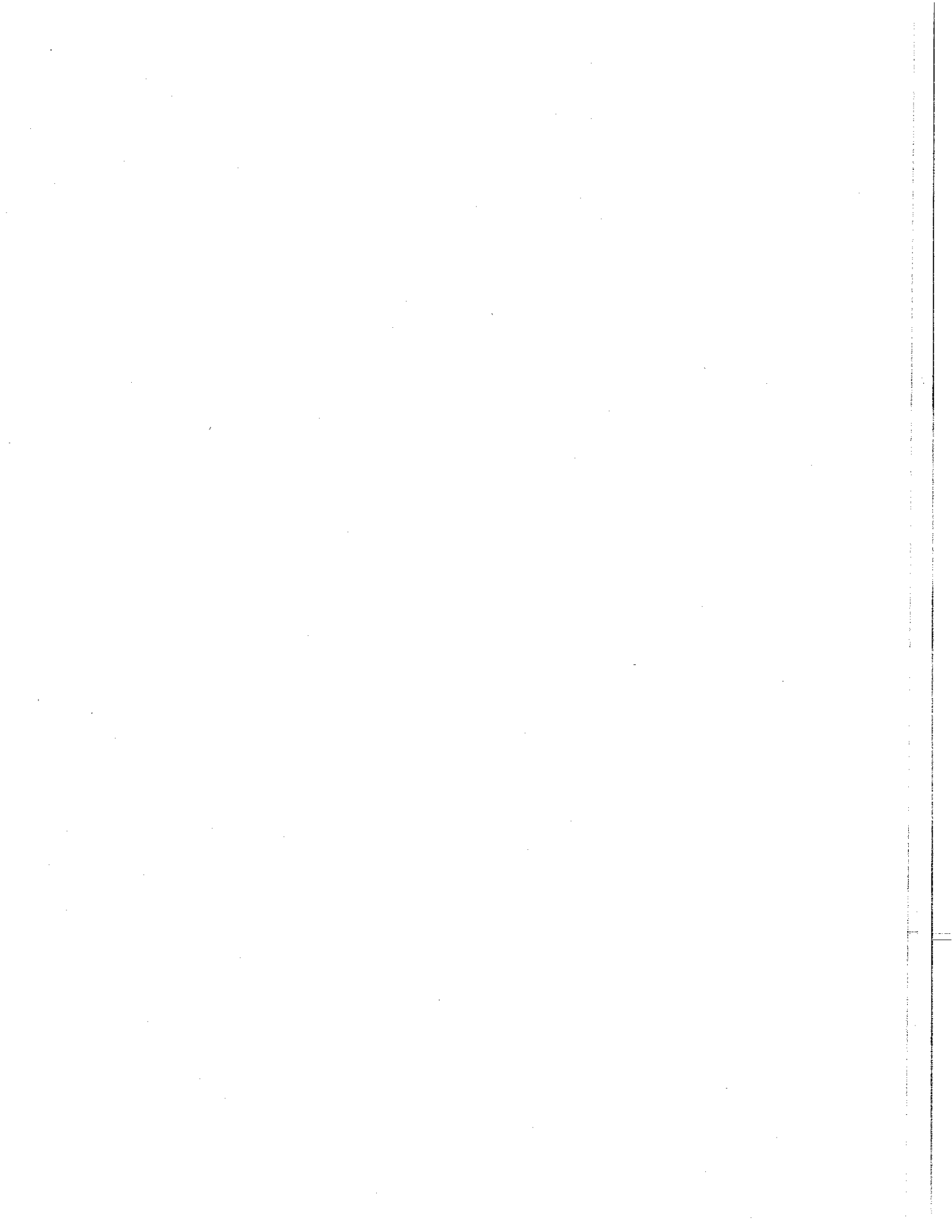
Per: Victor Mele

Title: President

I have authority to bind the corporation



REPORT ON PROPOSAL



IN THE MATTER OF THE PROPOSAL OF
SHU-PAK EQUIPMENT INC.
OF THE CITY OF CAMBRIDGE
IN THE PROVINCE OF ONTARIO

REPORT OF TRUSTEE ON PROPOSAL

OCTOBER 22, 2024

INTRODUCTION

1. On May 3, 2023 ("**Date of Filing**"), Shu-Pak Equipment Inc. ("**Shu-Pak**" or the "**Company**") filed with the Official Receiver a notice of intention ("**NOI**") to make a proposal to its creditors and named Dodick Landau Inc. ("**DLI**") as Proposal Trustee.
2. Following the filing of its NOI and the granting of an initial 45-day extension to the stay of proceedings by the Ontario Superior Court of Justice (Bankruptcy) (the "**Court**"), the Company exhausted its cash reserves, was unable to secure additional financing and, therefore, could not pay its bills when they came due. As a result, the Company did not qualify for a further extension to its stay of proceedings and could not make a Proposal to its creditors.
3. As a result, the Company was deemed bankrupt on July 18, 2024 (the "**Date of Bankruptcy**") and DLI became trustee (the "**Trustee**") in Bankruptcy of the Company (the "**Bankruptcy Proceeding**"). Following the Date of Bankruptcy, the Trustee carried out a sales process with a view to finding an operator to restart production at Shu-Pak's facility.
4. On October 18, 2024, pursuant to section 50(2) of the Bankruptcy and Insolvency Act (the "**BIA**" or the "**Act**"), the Trustee filed a proposal (the "**Proposal**") with the Official Receiver pursuant to section 62(1) of the Act.
5. The purpose of this report ("**Report**") is to provide information to the creditors of Shu-Pak (the "**Creditors**") to assist in their evaluation of the proposal filed by the Trustee.
6. The Proposal has been developed to affect a restructuring of the indebtedness of the Company in the manner contemplated herein and as permitted by the Act in the expectation that all Creditors will derive a greater benefit from the restructuring than would result from the continuation of the Bankruptcy Proceeding.

7. **The Meeting of the Creditors to consider the Proposal will be held via teleconference, on November 5, 2024, at 11:00 a.m. Details relating to the filing of claims, and other documents, prior to the meetings of the creditors, are outlined in this report and will be mailed to each known creditor of Shu-Pak, or their duly appointed representative. If you have filed a claim in the Bankruptcy Proceedings, there is no need to file your claim again.**

DISCLAIMER

8. In preparing this Report, the Proposal Trustee has relied upon certain unaudited, draft and/or internal financial information, the Company's books and records, discussions with the Company's management ("**Management**"), Creditors and information from other third-party sources (collectively, the "**Information**"). Except as described in this Report:
- i) the Proposal 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 Canadian Institute of Chartered Accountants Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance in respect of the Information;
 - ii) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Canadian Institute of Chartered Accountants handbook, has not been performed; and
 - iii) the Proposal Trustee has prepared this Report in its capacity as a Court appointed officer. Parties using this Report, other than for the purpose of evaluating the Proposal, are cautioned that it may not be appropriate for their purposes.
9. Future oriented financial information referred to in this Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
10. The capitalized terms not defined in this report are defined in the Proposal and this Report should only be read in conjunction with the Proposal. While this Report summarizes key aspects of the Proposal, Creditors are advised to carefully read the Proposal in full. Should there be any discrepancy between the summary contained in this Report and the Proposal, the Proposal shall govern.

11. Unless otherwise stated, all monetary amounts contained herein are in Canadian dollars.

BACKGROUND

Operations

12. Shu-Pak was in the business of manufacturing side-loading garbage trucks ("**Business**"). The Company employed 23 non-unionized employees.

CAUSES OF FINANCIAL DIFFICULTIES

13. According to Management, beginning in 2020, Shu-Pak experienced financial and operational difficulties due to the COVID-19 pandemic. The pandemic affected production in several ways, including: (i) difficulty in sourcing production materials due to supply chain disruptions, as well as truck chassis shortages; (ii) increased material costs; and (iii) employee attendance affected by exposure to COVID.
14. On June 30, 2023, Shu-Pak was required to move out of its former production facility following the sale of the building by the landlord. The new owner required the facility for its own operations and declined to renew Shu-Pak's lease.
15. Consequently, Shu-Pak's production line was shut down for 10 months from June 2023 to March 2024. Temporary facilities were found for the interim shut-down period that allowed Shu-Pak to sell parts and carry-out truck repairs for customers. However, no manufacturing production occurred during this shut-down period. Shu-Pak temporarily laid off some employees to conserve cash, however, the skilled and experienced production staff were retained to attempt to preserve the long-term viability of the Company.
16. On January 17, 2024, a two-year lease was signed with the landlord of its current facility at 777 Laurel St. Cambridge, Ontario ("**Premises**") which is approximately 25,000 square feet. In February 2024, Shu-Pak moved into the Premises and in late March 2024 the production line restarted. Moving from a 60,000 square feet facility into temporary facilities and again into the smaller Premises was very costly and disruptive to the Company's operations and, consequently, it caused a significant cash drain to the business.

17. According to the financial information provided by Management, since the start of Covid, Shu-Pak experienced significant cumulative losses totaling approximately \$8.6 million.

SALES PROCESS

18. Following the deemed bankruptcy of the Company, the Trustee conducted a short sales process for Shu-Pak's assets ("**Sales Process**") which included:
 - i) contacting six prospective purchasers, including two primary industry participants with operations in Canada;
 - ii) receiving five signed non-disclosure agreements from the interested parties; and
 - iii) arranging for four tours of the Premises.
19. As a result of the Sales Process, the Trustee obtained two offers to purchase the assets of the Business, which were reviewed with the five inspectors ("**Inspectors**") appointed in the Bankruptcy Proceeding. At the Inspectors' meeting, the Trustee explained that the higher of the two offers was received from David Tanner ("**Tanner**"), one of the two existing shareholders of Shu-Pak, and the Trustee received unanimous approval from the Inspectors to enter into an agreement of purchase and sale with Tanner, subject to certain conditions.
20. Following the Meeting of Inspectors, it was ultimately determined that the proposed sale transaction out of the Bankruptcy Proceeding was not feasible as it would not result in the Company being able to retain its Transport Canada Certification, which is crucial to the operations of the Business.
21. The alternative proposed by the Trustee, and agreed to by Tanner and his insolvency legal counsel, was the filing of a Proposal to the Company's creditors by the Trustee, and Tanner acting as the Proposal sponsor funding the same amount in the Proposal as he would have funded in the sale transaction. In order for Tanner to obtain 100% ownership of Shu-Pak following implementation of the Proposal, as he would have obtained in the first contemplated sale transaction, the second shareholder, Victor Mele, owner of 50% of Shu-Pak's shares, has agreed to provide Tanner his 50% shareholdings at no cost to Tanner. The only condition for the transfer was that the director release in the Proposal becomes effective on the Effective Date and at the same time as he provides Tanner his shares.

CREDITORS

Crown Claims

22. At the Date of Filing, the Company was indebted to the Canada Revenue Agency ("CRA") in the amount of \$2,671,597 including a property claim for \$1,601,542 in respect of unremitted employee source deductions and an unsecured claim for \$1,070,055 including interest and penalties. While in a Proposal the entire Crown Claim is payable in full without compromise, CRA has agreed, subject to its review of the final terms of the Proposal, that for the purposes of the Proposal its Crown Claims shall not exceed the property claim portion of \$1,601,542, and the balance of \$1,070,055 will be treated as an unsecured claim in the Proposal. CRA had agreed to this concession on condition that the Company contributes an additional \$100,000 over two years to the unsecured creditors in the Proposal and that related party creditors agree not to make claims in the Proposal proceeding and participate in distributions. These requested amendments are included in the final Proposal. By CRA agreeing to this concession, there will be sufficient Proposal funding to: i) satisfy CRA's property claim within the required timeline; and ii) fund a portion of the unsecured creditors claims. As such, the viability of the Proposal is maintained, and Shu-Pak will have the opportunity to restart its operations.

Employee Preferred Claims

23. As of the Date of Filing, there is \$47,599.14 in potential Employee Preferred Claims owed to 29 former employees.

Preferred Claims (in addition to Employee Preferred Claims)

24. Preferred claims shall be paid in full, without interest, in priority to Unsecured Creditors. According to Management, there are no known preferred claims.

Unsecured Creditors

25. According to Management, the Company's unsecured debt totaled approximately \$11.6 million at the Date of Filing. This unsecured indebtedness is owed to approximately 100 known unsecured creditors, including CRA for approximately \$1.1 million, as noted above, and related party creditors for approximately \$8.67 million, as discussed further herein. As related parties are excluded from making claims in the Proposal, the unsecured creditors permitted to participate in the Proposal total approximately \$2.93 million.

THE PROPOSAL

Classes

26. For the purpose of the Proposal, the Creditors of the Company are a single class, consisting of Creditors having Proven Preferred and Unsecured Claims.
27. The Proposal provides that the Creditors entitled to vote in the Unsecured Class consist of unsecured trade creditors (i.e., creditors holding claims without priority under the BIA), Preferred Creditors pursuant to the BIA, claims of Her Majesty in right of Canada and any province for all amounts other than Crown Priority Claims.
28. Related party creditors are not permitted to vote in favour of a Proposal pursuant to the BIA. There are three related party creditors identified in Schedule "A" to the Proposal, which are represented directly, or indirectly, by directors of the corporation. These related parties represent the majority in value (65%) of unsecured creditor claims.

Treatment of Claims

29. Crown Claims are proven pre-filing claims of CRA, or any province, contemplated by section 60(1.1) of the BIA, consisting of unremitted source deductions. Crown Claims will be paid in full and shall be paid by the Company from the Funded Proposal Payments (defined below) and remitted by the Trustee to CRA, or the province, as applicable, within six (6) months of the Effective Date. As described above, CRA has agreed, subject to review of the terms of the Proposal, to modify its Crown Claims to reflect only the property portion of its claim, and not the unsecured portion of its claim.
30. Employee Preferred Claims shall be paid in full, without interest, in priority to Proven Preferred and Unsecured Claims out of the Funded Proposal Payments and shall be remitted by the Trustee to the entitled claimants immediately after the Effective Date.
31. Proven Preferred Claims, other than Employee Preferred Claims, if any, shall be paid up to the full proven amount, without interest, out of the Funded Proposal Payments and shall be distributed in priority to Proven Unsecured Claims.
32. Proven Unsecured Claims shall, after satisfaction of any priority claims, be paid *pro rata* out of the remaining Funded Proposal Payments as set out below.

Related Party Creditors

33. The following Creditors have agreed, that (i) they are related to the Company with the meaning of the Act, (ii) they will not file Claims in this Proposal, and (iii) will not participate in distributions to Creditors under this Proposal:

- i) David Tanner
- ii) Victor Mele; and
- iii) Chriscent Corporation Ltd.

Total value of the related party creditors is approximately \$8.67 million.

Funding the Proposal

34. The Company's obligation to fund the Funded Proposal Payments shall commence on the Effective Date. The Company will cause to be paid to the Trustee the following payments:

- i) \$700,000 – Tanner has agreed to pay the sum of \$700,000 to the Trustee by the Effective Date. A \$70,000 non-refundable deposit has already been paid to the Trustee, leaving a balance of \$630,000 to be paid.
- ii) \$100,000 – The Company shall pay \$100,000 to the Trustee through funds to be generated by its operations over a period of 2 years in quarterly installments of \$12,500.
- iii) \$400,000 - The Company anticipates receiving a minimum of this credit in connection with its application for a Science, Research and Experimental Development credit for its 2024 fiscal year ("**2024 SRED**"), filed with the CRA prior to the filing of this Proposal.
 - (i) In the event that the 2024 SRED credit or refund is less than \$400,000, the Company will pay to the Trustee the difference between the amount of the 2024 SRED credit and \$400,000, in quarterly payments over three years due on the first day of each calendar quarter.
- iv) \$623,000 - The Trustee has received during the Bankruptcy Proceeding a 2023 Science, Research and Experimental Development refund which it has distributed to CRA in the Bankruptcy Proceeding as partial repayment of its property claim of \$1,601,542.

(collectively, subparagraphs 16(a)-(d) the "**Funded Proposal Payment**").

35. In addition to the Funded Proposal Payment, any net proceeds from the sale of assets during the Bankruptcy Proceeding, after costs of administering the Bankruptcy Proceeding, including costs to carry the Company's premises throughout the Bankruptcy and Proposal proceedings, will be available for distribution to the Creditors of the Proposal after the Effective Date.

Distribution

36. All distributions are subject to the Superintendent's Levy in accordance with the BIA.
37. The Funded Proposal Payments, will be distributed by the Trustee in the following order of priority:
- i) *Administrative Fees and Expenses* - To fund all administrative fees and expenses of the Proposal Trustee, including the legal fees of the Trustee and the Company;
 - ii) *Bankruptcy Reserve* - To establish a reserve of \$15,000 to be held in trust by the Trustee, which amount shall be used to fund the administrative costs of the bankruptcy of the Company if the Proposal is annulled, and the Company becomes bankrupt, failing which such amount shall be distributed to the Creditors;
 - iii) *Crown Claims*;
 - iv) *Employee Preferred Claims*;
 - v) *Proven Claims of Preferred Creditors*; and
 - vi) *Proven Claims of Unsecured Creditors* – The remainder will be distributed among the Unsecured Creditors, who will share *pro rata* out of the funds available after payment of the foregoing.

OVERVIEW OF SHU-PAK'S WEEKLY CASH FLOW FORECAST

38. The Trustee prepared a consolidated cash flow forecast for the period from October 6, 2024, to November 30, 2024, ("**Cash Flow Forecast**"). A copy of the Cash Flow Forecast is attached hereto as **Appendix "A"** to this Report. The Cash Flow Forecast has been prepared by the Trustee in support of the insolvency proceedings, using probable and hypothetical assumptions set out in notes 1 to 4 attached to the Cash Flow Forecast. The Cash Flow Forecast reflects receipts and disbursements to be received or paid over the eight-week forecast period in

Canadian dollars.

39. The Cash Flow Forecast projects that the Trustee will have sufficient liquidity to maintain the Premises and fund restructuring costs through to Court approval of the Proposal and closing of the transaction with Tanner.
40. As described in the Disclaimer above, since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented, even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Trustee expresses no assurance as to whether the Cash Flow Forecast will be achieved.
41. The Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

LIQUIDATION ANALYSIS / ESTIMATED RECOVERY IN BANKRUPTCY

Liquidation Proposal

42. The Trustee requisitioned a liquidation proposal for Shu-Pak's Assets. The Liquidation Proposal estimated gross proceeds in the event of an auction ranging from \$105,000 - \$150,000 and included the following terms: a net minimum guarantee of \$86,000; an expense budget of \$15,000; and on proceeds greater than \$101,000 the proceeds would be shared between the Trustee 85% and the Liquidator 15%.
43. Should the gross proceeds be realized at the highest end of the range total net proceeds to the estate would be approximately \$127,000.

Liquidation Analysis

44. In the event that the Proposal is not accepted by the Creditors and Shu-Pak is liquidated by the Trustee, the following analysis represents the estimated liquidated value of Shu-Pak's assets.
45. The Trustee has relied on the Liquidation Proposal as well as representations of the Company in determining the estimated liquidation value of the assets. The liquidation analysis was prepared at a point in time, being the date of filing of the Proposal. However, the value of the cash-on-hand is changing as the Trustee continues to incur obligations as it continues to occupy the Premises. Accordingly, if the Company were to be liquidated, the realizable value of the assets at that time may be different than presented herein.

**Summary of Estimated Liquidation Value
As at October 8, 2024
(000's)**

	Notes	Total
Receipts		
Cash	1	98,893
Accounts Receivable	2	5,000
Machinery and Equipment	3	127,000
2024 SRED Claim	4	400,000
Total Forecast Receipts		630,893
Disbursements		
Rent and Utilities	5	30,000
Contract Labour		2,000
Insurance and general administrative		8,300
Net Liquidation Receipts		\$ 590,593

Notes:

1. *The Trustee had approximately \$99,000 in cash on hand as at October 8, 2024, which is net of the October 15 - November 15, 2024 rent payment.*
2. *It is estimated that approximately \$5,000 in receivables will still be collected.*
3. *This represents the estimated value of machinery and equipment based on the high end of the range of the estimated value for the assets per the Liquidation Proposal obtained by the Trustee.*
4. *The Trustee with the assistance of the Company has filed for the Company's 2024 SRED Credit as part of the Company's fiscal year-ended June 30, 2024, corporate tax return and a minimum of \$400,000 is expected to be paid by the CRA.*
5. *It is estimated that the Liquidator will require the Premises through to mid-December to complete its auction and as such an additional month of rent of approximately \$30,000 will need to be paid.*

Estimated Recovery – Bankruptcy vs. Proposal Scenario

46. The following chart (which is rounded to the nearest thousand dollars) sets out the expected recovery to the Creditors under a Liquidation scenario and the Proposal scenario. As can be seen below, the net estimated recoveries are as follows:

- i) CRA's recovery in a liquidation scenario, in respect of Crown Claims is **53%**, however, in the Proposal Scenario it will be paid in full from the Funded Proposal Payments;
- ii) Preferred Creditors in a liquidation scenario will recover **NIL** while in the Proposal Scenario they will recover **100%**; and
- iii) Unsecured Creditors in a liquidation scenario will recover **NIL** while in the Proposal Scenario they will recover approximately **3.1%**.

000'S Omitted - \$CDN

Estimated Recovery in a Liquidation Scenario		Estimated Recovery in a Proposal Scenario	
Liquidation Value of Assets (based on a liquidation as calculated above)	591	Funded Proposal Payment (note 1)	1,200
Less: Estimated professional fees and expenses (note 2)	(75)	Less: Estimated professional fees and expenses (note 2)	(25)
Less: Crown Priority Claims (note 3)	(978)	Less: Crown Priority Claims (note 3)	(978)
Less: Superintendent's Levy (note 4)	n/a	Less: Superintendent's Levy (note 4)	(59)
Less: Preferred Claims	n/a	Less: Preferred Claims	(47)
Net amount available for Creditors	<u>NIL</u>	Net amount available	<u>91</u>
Estimated Claims of Preferred and Unsecured Creditors (note 5)	<u>11,617</u>	Estimated Claims of Unsecured Creditors, net of related party creditors (note 5)	<u>2,930</u>
Shortfall to Unsecured Creditors	<u>(11,617)</u>	Shortfall to Unsecured Creditors	<u>(2,839)</u>
Estimated Recovery to Crown Claims	<u>53%</u>	Estimated Recovery to Crown Claims	<u>100%</u>
Estimated Recovery to Unsecured Creditors	<u>NIL</u>	Estimated Recovery to Unsecured Creditors	<u>3.1%</u>

Notes:

1. The Funded Proposal Payment excludes the 2023 SRED Claim of \$623,000 which has already been collected by the Trustee and remitted to CRA and accordingly has been excluded from the analysis.
2. This amount represents a provision for the estimated professional fees and costs of liquidation, including payment of rent, in the case of a liquidation. In the case of a Proposal, professional fees include administering the Proposal before and after Court approval. In both cases, the administrative fees and expenses shall be paid in priority to the Crown Claims, Claims of Preferred Creditors and claims of General Unsecured Creditors.
3. CRA has agreed in the Proposal Scenario to limit its Crown Priority Claim to approximately \$1.6 million the value of its property claim. As noted, CRA has already applied the 2023 SRED Claim of \$623,000 to the balance it is owed and as such for the purposes of the analysis the Crown Priority Claim is the remaining priority balance owing of approximately \$978,000.
4. The Superintendent's Levy is applicable to all distributions made to unsecured creditors and is calculated as 5% of each payment. The Superintendent's Levy is not paid on Crown Priority Claims.
5. Related Party Creditors totaling approximately \$8.6 million have agreed that: i) they will not file Claims in this Proposal, and (ii) will not participate in distributions to Creditors under this Proposal

and as such are excluded from the unsecured creditor pool for the purposes of calculating the estimated recovery to unsecured creditors in the Proposal Scenario. In the Liquidation Scenario they would be permitted to participate in distributions.

CREDITOR'S MEETINGS/VOTING PROCEDURE

Creditor's Meetings/Voting Procedure

47. The primary purpose of the Creditor's Meeting (the "**Meeting**") is to permit Creditors to consider the acceptance or rejection of the Proposal. For the Proposal to be accepted, at least two-thirds (66.67%) of the creditors by dollar value, and more than 50% of the creditors by number, must vote in favour of the Proposal at the Meeting either in person, by proxy or by mailing a voting letter to the Proposal Trustee in advance of the Meeting. Only Creditors who vote are counted for the purpose of determining whether the necessary thresholds have been reached. Creditors related to Shu-Pak may not vote at the Meeting in favour of the Proposal.

48. **To be eligible to vote on the Proposal, Creditors must have filed with the Trustee, before the Meeting, an unsecured proof of claim form, as applicable, signed and witnessed as required and accompanied by a statement of account or affidavit in support of the claim. Those Creditors who do not intend to have a personal representative at the Meeting, to be held on November 5, 2024, may complete and submit the voting letter, which is enclosed in the creditor package, prior to the Meeting indicating their vote for or against the acceptance of the Proposal. The Proposal Trustee has also enclosed a form of proxy should a Creditor wish to appoint a proxy to represent them at the Meeting. If the Proposal is not accepted by the required majorities of Unsecured Creditors, the Company will remain bankrupt and will be liquidated by the Trustee.**

49. If the Proposal is accepted by the required statutory majorities referenced above, the Proposal Trustee will then make an application to the Court for approval of the Proposal. If the Court provides such approval, the Proposal will be binding on all Creditors and such Creditors, and their respective heirs, executors, administrators, successors, and assigns, shall have no further Claim against the Company other than for the distributions provided in the Proposal.

Class of Creditors

50. For purposes of considering, and voting on, the Proposal, and receiving a distribution pursuant to the Proposal, the Creditors are grouped into one class.

51. The Proposal does not compromise or otherwise affect certain creditor claims, specifically:
- i) claims for goods and/or services delivered to the Company on or after the Date of Filing, August 21, 2024, including Administrative Fees and Expenses;
 - ii) Secured Claims; and
 - iii) Employee Preferred Creditors, if any.
52. Distributions to Creditors will be made as described in the "Distribution" section of this Report.

ALTERNATIVES TO THE PROPOSAL

53. At the Meeting, the Creditors are being asked by the Proposal Trustee to choose between two alternatives, namely accepting the Proposal, or rejecting the Proposal, which would result in the Company remaining in bankruptcy and liquidated by the Trustee.
54. For the reasons described above, the Trustee is of the view that the Proposal Scenario will produce a more favourable result for the Creditors of Shu-Pak than would a liquidation by the Trustee.

CONDUCT OF SHU-PAK

Preference Transactions and Transfers at Undervalue

55. The Proposal contemplates that Sections 95-101 of the BIA shall not apply in connection with this Proposal and, as a result, the Proposal Trustee shall have no responsibility, liability or authority whatsoever in connection herewith. Accordingly, the Trustee has not undertaken a detailed review for possible preference transactions or transfers at undervalue.
56. If the Proposal was to be rejected, and either preference transactions or transfers at undervalue did exist, it is possible that some of these transactions could be found to be void through Court proceedings. The Trustee is not aware of any such transactions existing.

PREVIOUS BUSINESS DEALINGS WITH SHU-PAK

57. The Trustee has not had any business dealings with Shu-Pak prior to its appointment as Proposal Trustee and is not in a conflict of interest.

SUMMARY COMMENTS/RECOMMENDATION

58. For the reasons set out in this Report it is the Trustee's opinion that:

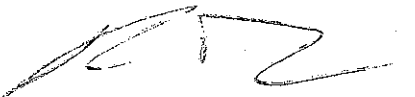
- i) acceptance of the Proposal will allow for a greater recovery to, and is in the best interest of, the Canada Revenue Agency and the Unsecured Creditors. If the Proposal is rejected by the Unsecured Creditors, the share purchase by Tanner will not be completed and the assets will be liquidated by the Trustee. While it is uncertain what the actual realizable values of the assets will ultimately be in a liquidation, it is anticipated to be less than what is contemplated in the Proposal. Accordingly, the Trustee recommends that the Unsecured Creditors vote in favour of the Proposal; and
- ii) will allow the business to re-start its operations, hire back former employees, continue to purchase services from its vendors and produce trucks and parts for its clients.

Yours very truly,

DODICK LANDAU INC.

Proposal Trustee *re* the Proposal of Shu-Pak Equipment Inc.
and not in its personal or corporate capacity.

Per:



Rahn Dodick, CPA, CA, CIRP, LIT

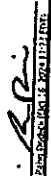
APPENDIX "A"



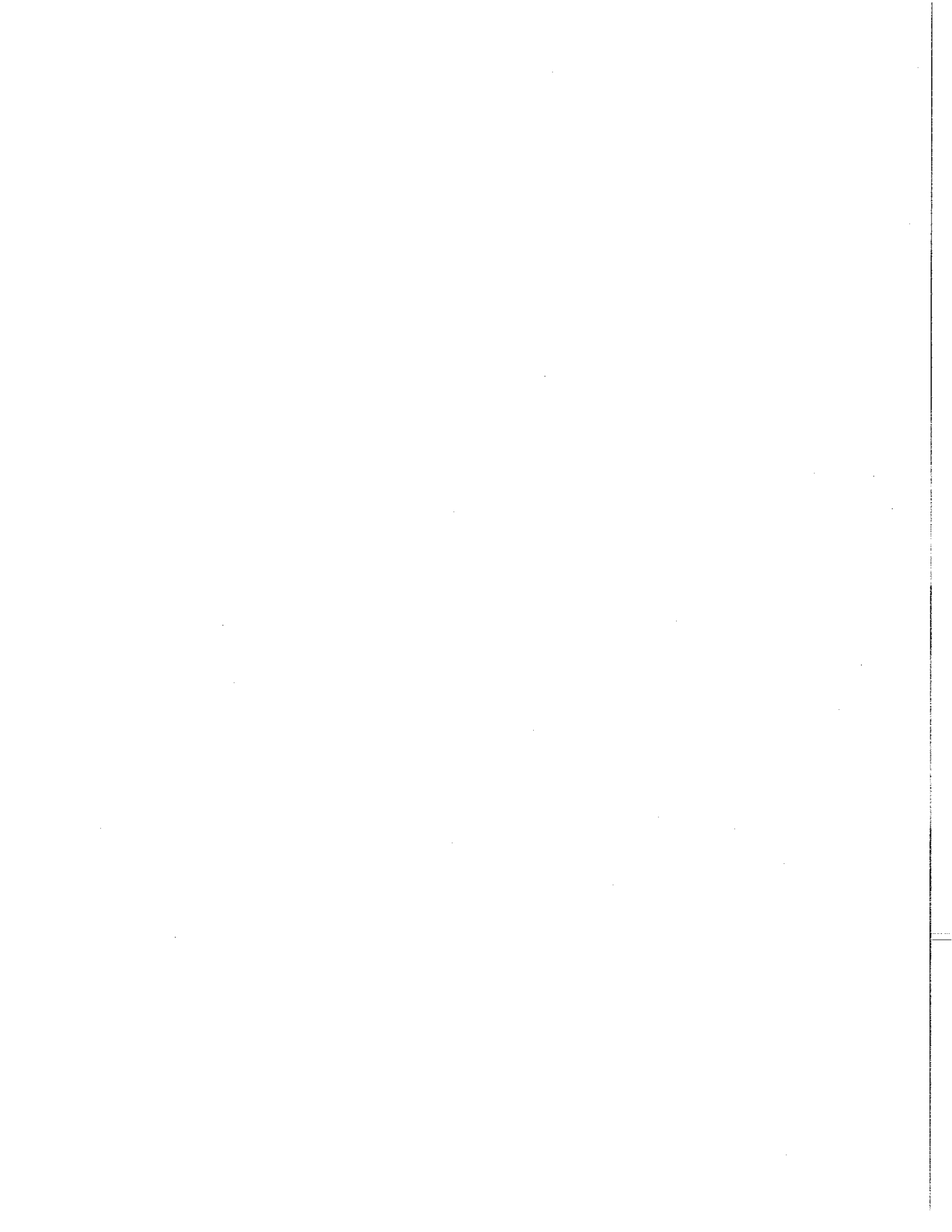
Shu-Pok Equipment Inc.
 Weekly Cash Flow Forecast
 For the period from October 6, 2024 to November 30, 2024
 8Cdn

Week Ending	Notes	12-Oct-24	19-Oct-24	26-Oct-24	02-Nov-24	09-Nov-24	16-Nov-24	23-Nov-24	30-Nov-24	TOTAL
Receipts										
Disbursements										
2	Professional fees	-	-	-	30,000	-	-	-	30,000	60,000
3	Occupancy Costs	-	1,155	376	1,000	-	30,326	1,000	376	34,233
	Total Disbursements	-	1,155	376	31,000	-	30,326	1,000	30,376	94,233
	Net Cash Flow	-	(1,155)	(376)	(31,000)	-	(30,326)	(1,000)	(30,376)	(94,233)
Bank Balance										
4	Opening Bank Balance	98,893	98,893	97,738	97,362	66,362	66,362	36,036	35,036	98,893
	Add: Net Cash Flow	-	(1,155)	(376)	(31,000)	-	(30,326)	(1,000)	(30,376)	(94,233)
	Closing Bank Balance	98,893	97,738	97,362	66,362	66,362	36,036	35,036	4,660	4,660

Dated this 18th day of October 2024



Rahn Dodick

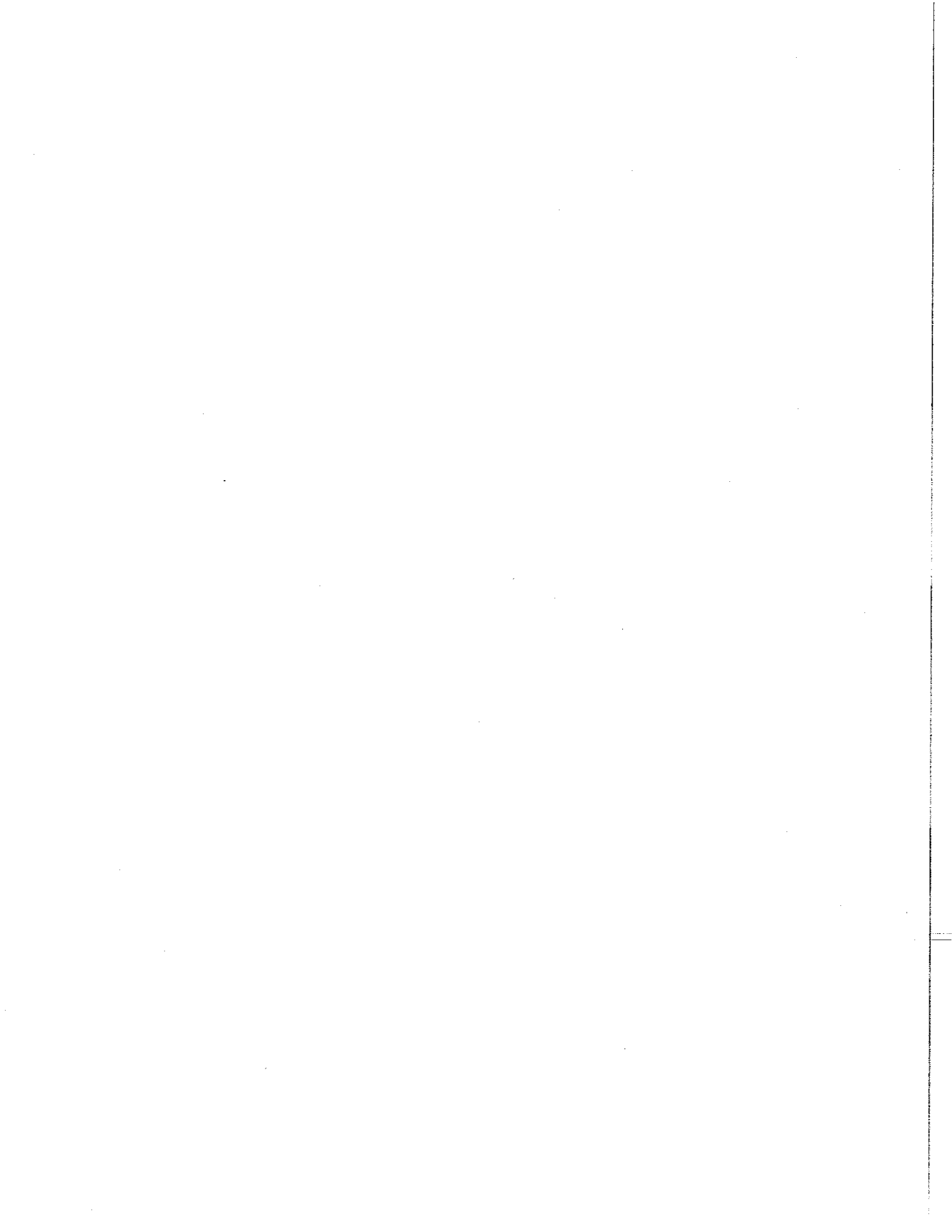


**SHU-PAK EQUIPMENT INC. ("SHU-PAK")
MAJOR ASSUMPTIONS
CASH FLOW STATEMENT
FOR THE PERIOD OCTOBER 6, 2024 TO NOVEMBER 30, 2024 (THE "PERIOD")**

1. Shu-Pak's financial projections have been prepared for the purpose of meeting the requirements of the Bankruptcy and Insolvency Act. The projection is based on the hypotheses that the Trustee will continue to occupy Shu-Pak's premises but that the production will remain idled.

Disbursements:

2. During the Period, restructuring professional fees for Shu-Pak's Bankruptcy's Trustee and the Trustee legal counsel are forecast to total \$60,000.
3. Occupancy costs include base rent, utilities, insurance and telecommunication costs.
4. The balance in the Trustee's Shu-Pak trust account, net of outstanding cheques as of October 10, 2024 including payment of October 15th rent, was \$98,893.



STATEMENT OF AFFAIRS



District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

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
 Shu-Pak Equipment Inc.
 of the city of Cambridge, 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 18th day of July 2024. 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" 11,616,955.32	1. Inventory 0.00
Balance of secured claims as per list "B" 1,754,000.00	2. Trade fixtures, etc. 0.00
Total unsecured creditors 13,370,955.32	3. Accounts receivable and other receivables, as per list "E"
2. Secured creditors as per list "B" 246,000.00	Good 5,000.00
3. Preferred creditors as per list "C" 47,599.14	Doubtful 0.00
4. Contingent, trust claims or other liabilities as per list "D"	Bad 0.00
estimated to be reclaimable for 0.00	Estimated to produce 5,000.00
Total liabilities 13,664,554.46	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 50,000.00
	9. Real property or immovable as per list "G" 0.00
	10. Furniture 0.00
	11. RRSPs, RRIFs, life insurance, etc. 0.00
	12. Securities (shares, bonds, debentures, etc.) 0.00
	13. Interests under wills 0.00
	14. Vehicles 190,000.00
	15. Other property, as per list "H" 1,000.00
	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 246,000.00
	Deficiency 13,418,554.46

I, David R. Tanner, of the city of Mississauga 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 18th day of October 2024 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the city of Toronto in the Province of Ontario, on this 18th day of October 2024.

 Rahn Dodick, Commissioner of Oaths
 For the Province of Ontario
 Expires July 20, 2026

 David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario

List "A"
 Unsecured Creditors

Shu-Pak Equipment Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1455135 Ontario Inc., New Hope Properties	25 Sheffield Street Cambridge ON N3C 1C4	738.88	0.00	738.88
2	3P Lubrication Systems Ltd	12-7 Davidson Blvd Dundas ON L9H 6Y7 CA	12,820.00	0.00	12,820.00
3	Air Liquide Canada Inc. 87728	1700 Steels Ave East Bramalea ON L6T 1A6 CA	8,534.54	0.00	8,534.54
4	Allen L. McKinnon	25 Briar Knoll Drive Kitchener ON N2E 1X9	287.26	0.00	287.26
5	Atruck International Truck Centres 74657	48 Ardelt Ave. Kitchener ON N2C 2C9	250.00	0.00	250.00
6	Aon Reed Stenhouse Inc./Aon Parizeau Inc.	No. 88933 - C.P. 79052 Concord ON L4K 4S8	0.00	0.00	0.00
7	BenLea Leasing Group of Companies	36 Corydon Pl Cambridge ON N1R 7L5	13,144.42	0.00	13,144.42
8	Bolts Plus Inc. SHU2472	8800 George Bolton Parkway Bolton ON L7E 2Y4 CA	8,245.69	0.00	8,245.69
9	Cambridge Tap & Die Limited SHU-PAK	1195 Franklin Blvd., Unit # 8 Cambridge ON N1R 7R7 CA	459.06	0.00	459.06
10	Campus Auto Collision & Heavy Equipment Refinishing	45 Le Page Court North York ON M3J 2A2 CA	17,486.75	0.00	17,486.75
11	Canadian Bearings Ltd. 141147	1600 Drew Road Mississauga ON L5S 1S5 CA	392.90	0.00	392.90
12	Canadian Linen and Uniform Service 561299000	Box 51059 RPO Tyndall Winnipeg MB R2X 3C6 CA	1,442.55	0.00	1,442.55
13	Canadian Waste	137 Bowes Road Concord ON L4K 1H3	200,000.00	0.00	200,000.00
14	CanFix Repair	5419 Harvester Road Burlington ON L7L 5J7 CA	29,330.53	0.00	29,330.53
15	Carlos Teixeira - paid in full by WEPPA	28 Crawford Crescent Cambridge ON N1T 1X7	2,892.17	0.00	2,892.17
16	Chriscent Corporation Limited	7071 Bayview Avenue, Unit 111 Thornhill ON L3T 7Y8	5,673,048.19	0.00	5,673,048.19
17	Cintas Canada	205 Turnbull Court Cambridge ON N1T 1W1	0.00	0.00	0.00
18	Cintas Canada Limited 01844	PO Box 4372 Str A, Dept. 400004 Toronto ON M5W 0J2 CA	10,183.41	0.00	10,183.41
19	City of Steinbach	225 Reimer Avenue Steinbach MB R5G 2K1	177,975.00	0.00	177,975.00
20	Colin Laferriere	51 Bridge Street, Box 1371 Eira ON N0B 1S0	5,582.92	0.00	5,582.92
21	CRA - Tax - Ontario 89473 5596 RC0001	Shawinigan-Sud National Verification and Collection Centre 4696 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	250.00	0.00	250.00

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 - Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario

List "A"
 Unsecured Creditors

Shu-Pak Equipment Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	CRA - Tax - Ontario 89473 5596 RP0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1,070,055.01	1,754,000.00	2,824,055.01
23	CRA - Tax - Ontario 89473 5596 RT0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1,539.02	0.00	1,539.02
24	David L. Flader	4 1/2 Ramore Street Cambridge ON N1S 2P5	2,522.74	0.00	2,522.74
25	David R. McNeely	53 Centre Street Cambridge ON N1R 4E9	3,673.53	0.00	3,673.53
26	David Tanner	1202 Saginaw Crescent Mississauga ON L5H 3W6	217,530.16	0.00	217,530.16
27	Day & Ross Inc. 033927	170 Van Kirk Drive Brampton ON L7A 1K9 CA	1,860.95	0.00	1,860.95
28	De Lage Landon Financial Services Canada Inc.	3450 Superior Court, Unit 1 Oakville ON L6L 0C4	250.00	0.00	250.00
29	Delaney Crocker	6829 Jones Baseline, R. R. #3 Fergus ON N1M 2W4	8,584.36	0.00	8,584.36
30	Dominik Lojewski-paid in full by Weppa	223 Dinison Crescent Kitchener ON N2E 2S6	1,004.49	0.00	1,004.49
31	Dr. V. L. Mele	Chriscent Corporation 111 - 7071 Bayview Avenue Thornhill ON L3T 7Y8	2,782,026.13	0.00	2,782,026.13
32	Drivetec Manufacturing Ltd 13319	801 Nelson St. Oshawa ON L1H 5N7 CA	2,385.80	0.00	2,385.80
33	EHT Ontario Employer Health Tax Attn: Insolvency Unit	PO Box 627 6th Floor 33 King Street West Oshawa ON L1H 8H5	15,451.28	0.00	15,451.28
34	Elma Steel & Equipment Ltd. Attn: Jacqueline Espensen 00002338	R.R. # 4, 515 Tremaine Ave. S. Listowel ON N4W 3G9	7,045.30	0.00	7,045.30
35	Empire Communications Inc 615	460 Thompson Drive Cambridge ON N1T 2K8 CA	1,483.76	0.00	1,483.76
36	Enbridge Gas (formerly Union Gas) Attn: Bankruptcy Department 3027533-2246999	348 Elgin St, PO Box 10 Brantford ON N3T 5M4	13,605.72	0.00	13,605.72
37	Enbridge Gas (formerly Union Gas) Attn: Bankruptcy Department 91 00 40 894172	348 Elgin St, PO Box 10 Brantford ON N3T 5M4	0.00	0.00	0.00
38	Fastenal Canada, LTD. ONCAM1853	900 Wabanaki Drive Kitchener ON N2C 0B7 CA	528.92	0.00	528.92
39	Federal Economic Development Agency for Southern Ontario	101-139 Northfield Drive West Waterloo ON N2L 5A6	117,629.00	0.00	117,629.00

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 - Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario

List "A"
 Unsecured Creditors
 Shu-Pak Equipment Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
40	Flo Draulic Group Acct. 142544	45 Sinclair Avenue Georgetown ON L7G 4X4	1,560.78	0.00	1,560.78
41	Frankor Capital Corporation	311 Montrose St. North Cambridge ON N3H 2H6	47,332.43	0.00	47,332.43
42	Frid and Russell Attn: Samantha Allen	1805 Ironstone Drive Burlington ON L7L 5T8	250.00	0.00	250.00
43	Gary Lawrenson	280 Kensington Ave. Ingersoll ON N5C 3X1	3,137.31	0.00	3,137.31
44	Gerald E. Rieger	574 Old Huron Place Kitchener ON N2R 1L6	1,987.81	0.00	1,987.81
45	Gestion Industrielle RB Inc. SHUP 0226	6200 Saint-Laurent Blvd. Sainte-Catherine QC J5C 1B2 CA	644.85	0.00	644.85
46	Gittens & Associates 17627	The Stonehouse, 8 Kenna's Hill St. John's NL A1A 1H9 CA	412.45	0.00	412.45
47	Go Glass & Accessories SHUPAK	300 Manitou Drive Unit E Kitchener ON N2C 1L3 CA	855.41	0.00	855.41
48	Gowling WLG	345 King Street West, Suite 600 Kitchener ON N2G 0C5 CA	813.95	0.00	813.95
49	Groeneveld-BEKA Canada Inc.	8450 Lawson Road, Unit 5 Milton ON L9T 0J8	0.00	0.00	0.00
50	Groeneveld-BEKA Canada Inc. 102336	c/o 110292C PO Box 4918 STN A Toronto ON M5W 0C9 CA	15,004.06	0.00	15,004.06
51	Grote industries	230 Travail Road Markham ON L3S 3J1	1,192.51	0.00	1,192.51
52	Group Six Twelve	5207 Mulberry Drive Burlington ON L7L 3P6 CA	3,090.55	0.00	3,090.55
53	Harvey & Company Ltd. 18087	88 Kenmount Road ST. JOHN'S NL A1B 3R1 CA	2,885.90	0.00	2,885.90
54	High Strength Plates & Profiles Inc.	7464 Tranmere Drive Mississauga ON L5S 1K4 CA	2,557.19	0.00	2,557.19
55	Holli Pritchard - paid in full by Weppa	754 Brighton Avenue Hamilton ON L8H 6H7	219.08	0.00	219.08
56	Hunts Logistics Attn: Helen Robinson	777 Laurel St. N., Unit 14A Cambridge ON N3H 3Z1	0.00	0.00	0.00
57	Hydraulic Transfer Solutions Inc	15 Worthington Drive Brantford ON N3T 5M1	1,495.89	0.00	1,495.89
58	Hydrolico International Inc.	55 Rue Théodore-Viau, Terrebonne Terrebonne QC J6Y 0J8 CA	4,596.29	0.00	4,596.29
59	Industrial Alliance Insurance & Financial Services Inc. Attn: Cammy Chu	400 - 988 West Broadway Street Vancouver BC V5Z 1K7	12,657.28	0.00	12,657.28
60	James D. G. Tanner	802 - 980 Yonge Street Toronto ON M4W 3V8	25,421.79	0.00	25,421.79
61	James Evans	780 Frederick St. Apt. #301 Kitchener ON N2B 2B7	3,676.93	0.00	3,676.93

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 - Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario
 List "A"
 Unsecured Creditors
 Shu-Pak Equipment Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
62	James Tanner	802 - 980 Yonge Street Toronto ON M4W 3V8	20,676.53	0.00	20,676.53
63	Janco Steel	925 Arvin Avenue Stoney Creek ON L8E 5N9	9,789.55	0.00	9,789.55
64	Javelin Technologies	4-585 Michigan Dr, Unit #4 Oakville ON L6L 0G1 CA	4,005.34	0.00	4,005.34
65	Keven P. Ellis	754 Brighton Avenue Hamilton ON L8H 6H7	7,739.01	0.00	7,739.01
66	Laser Metal Profiles Ltd.	70 Flemming Drive. Cambridge ON N1T 2B1 CA	7,206.24	0.00	7,206.24
67	Leeds Transit Inc. SHUR0	Box 70, RR 2 Elgin ON K0G 1E0 CA	1,481.48	0.00	1,481.48
68	Les M. Baschiera	85 McGill Road Mount Pleasant ON N0E 1K0	8,548.87	0.00	8,548.87
69	Lifco Hydraulics Ltd	250 Martindale Road St. Catharines ON L2S 0B2 CA	2,674.95	0.00	2,674.95
70	MAC L.L.P	510 Weber St. N Waterloo ON N2L 4E9 CA	2,034.00	0.00	2,034.00
71	Manulife Financial Attn: Reza Chowdhury	500 King St N, PO Box 1602 Waterloo ON N2J 4C6	0.00	0.00	0.00
72	McMaster-Carr Supply Co. Acct. 427112900	P.O. Box 7690 Chicago IL 60680-7690 USA	364.78	0.00	364.78
73	Meridian Onecap Credit Corporation (formerly Roynat Lease Finance - Toronto)	PO Box 30597 RPO Madison Burnaby BC V5C 6J5	250.00	0.00	250.00
74	Miller Waste Systems Inc. - Markham Division	8050 Woodbine Ave Markham ON L3R 2N8	251,341.00	0.00	251,341.00
75	Monarch Oil (Kitchener) Limited SHUPAK	c/o TH1350C, PO Box 4290 Postal Station A Toronto ON M5W 0E1 CA	734.49	0.00	734.49
76	Moss Technology Consulting 124017	309 Ritau Place Kitchener ON N2E 3B1	0.00	0.00	0.00
77	Norfolk Disposal Services Ltd.	811 Old Highway 24 Waterford ON N0E 1Y0	406,845.00	0.00	406,845.00
78	Omniflex Hose & Equipment Ltd. Acct 173303	45 Sinclair Avenue Georgetown ON L7G 4X4	14,941.80	0.00	14,941.80
79	Pepperl + Fuchs US033265	1600 Enterprise Pkwy. Twinsburg OH 44087 USA	2,590.27	0.00	2,590.27
80	Pomar Hardware & Supply Inc. SHU050	95 Nugget Court Brampton ON L6T 5A9	2,293.63	0.00	2,293.63
81	Purolator Inc. 7778648	P.O. Box 4800 Stn Main Concord ON L4K 0K1 CA	2,293.94	0.00	2,293.94
82	Renegade Fleet Safety Ltd.	6580 - 71st Street, Unit #5 Red Deer AB T4P 3Y7 CA	5,049.99	0.00	5,049.99
83	Ribbon Encore Inc.	727 Speedvale Ave. W. #2 Guelph ON N1K 1E6 CA	3,848.40	0.00	3,848.40

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario
 List "A"
 Unsecured Creditors
 Shu-Pak Equipment Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
84	Ride-Air Controls Inc. SHU001	1235 Mid-Way Blvd. Mississauga ON L5T 2C1 CA	1,000.00	0.00	1,000.00
85	Ritchie Smyth Lawyers	3300 Bloor Street West, Suite 670 West Tower Toronto ON M8X 2X4 CA	3,329.09	0.00	3,329.09
86	RMH Solutions	1730 Bishop Street N., Unit 6A Cambridge ON N1T 1N5 CA	838.46	0.00	838.46
87	Rogers Communications Canada Inc. 9-0535-3850 9-0535-3850	PO Box 9100 DonMills ON M3C 3P9 CA	2,218.31	0.00	2,218.31
88	Rogers 807253	PO Box 9100 Don Mills ON M3C 3P9 CA	401.60	0.00	401.60
89	RPM Control Company	1525 Windham Rd. 12., R.R. # 4 Simcoe ON N3Y 4K3 CA	5,453.95	0.00	5,453.95
90	Sabrina G. Dunnet	1 Cant Avenue, #2 Cambridge ON N1S 2R5	798.63	0.00	798.63
91	Schellvac Equipment Inc.	Box 108, Grp 200, RR 2 Winnipeg MB R3C 2E6 CA	6,328.00	0.00	6,328.00
92	Service Canada - WEPPA 353076617 - G.Lawrenson	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
93	Service Canada - WEPPA 353076617 - Kyle Creo	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
94	Service Canada - WEPPA 353076617-A. McKinnon	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
95	Service Canada - WEPPA 353076617-C Teixeira	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
96	Service Canada - WEPPA 353076617-D. Burrows	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
97	Service Canada - WEPPA 353076617-D. Crocker	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
98	Service Canada - WEPPA 353076617-D. Lojewski	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
99	Service Canada - WEPPA 353076617-D. McNeely	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
100	Service Canada - WEPPA 353076617-Gerald Rieger	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
101	Service Canada - WEPPA 353076617-H. Pritchard	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
102	Service Canada - WEPPA 353076617-H.Pritchard	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
103	Service Canada - WEPPA 353076617-K Ellis	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
104	Service Canada - WEPPA 353076617-L. Baschiera	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
105	Service Canada - WEPPA 353076617-N. Young	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario

List "A"
 Unsecured Creditors

Shu-Pak Equipment Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
106	Service Canada - WEPPA 353076617-R. Crocker	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
107	Service Canada - WEPPA 353076617-S. Burrows	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
108	Service Canada - WEPPA 353076617-S. Dunnet	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
109	Service Canada - WEPPA 353076617-S. Riley	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
110	Service Canada - WEPPA 353076617-V. Ramagavindhan	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
111	Service Canada - WEPPA 353076617-W. Sinnicks	PO BOX 3344, Stn Bureau-Chef Matane QC G4W 0K6	0.00	0.00	0.00
112	Shelden Riley-pd in full by Weppa	271 Clyde Road, Unit 14 Cambridge ON N1R 1L3	877.52	0.00	877.52
113	Smartway Trailer Rentals Inc. C15154	P.O. Box 12530 Toronto, ON ON M5W 0K5 CA	423.75	0.00	423.75
114	Sousa Convoy Ltd.	71 Innovation Dr. Unit 2 Vaughan ON L5H 0S3	40,398.50	0.00	40,398.50
115	Spaenaur Inc. Attn: Debbie Ahrens	PO Box 544, Stn C Kitchener ON N2G 4B1	250.00	0.00	250.00
116	Stephanie E. Tanner	1202 Saginaw Crescent Mississauga ON L5H 3W6	6,272.74	0.00	6,272.74
117	Steven Burrows-paid in full by Weppa	47 Lowrey Avenue South Cambridge ON N1R 4Z5	41.07	0.00	41.07
118	SWS Warning Lights Inc. C20375	7695 Blackburn Pkwy Niagara Falls ON L2H 0A6 CA	1,235.73	0.00	1,235.73
119	TD Canada Trust C/O FCT Default Solutions 4520xxxxx062854	PO Box 2514, Station B London ON N6A 4G9	2,905.07	0.00	2,905.07
120	TD Canada Trust C/O FCT Default Solutions 4520xxxxx072062	PO Box 2514, Station B London ON N6A 4G9	3,402.79	0.00	3,402.79
121	TD Canada Trust C/O FCT Default Solutions 4520xxxxx146011	PO Box 2514, Station B London ON N6A 4G9	2,005.43	0.00	2,005.43
122	TD Canada Trust C/O FCT Default Solutions 4520xxxxx614701	PO Box 2514, Station B London ON N6A 4G9	9,572.29	0.00	9,572.29
123	TD Canada Trust C/O FCT Default Solutions 4520xxxxx836567	PO Box 2514, Station B London ON N6A 4G9	2,028.80	0.00	2,028.80
124	TD Canada Trust C/O FCT Default Solutions 7998861-001	PO Box 2514, Station B London ON N6A 4G9	60,863.01	0.00	60,863.01
125	Trade-Mark Industrial Inc. SHUPAK01	250 Royal Oak Rd Cambridge ON N3E 0A4 CA	49,271.65	0.00	49,271.65
126	Vani Nallamani-pd in full by Weppa	10 Broadoaks Drive Cambridge ON N1T 2C3	1,749.84	0.00	1,749.84
127	Victor Kelly	522240 Concession 12 NDR, R.R. #3 Elmwood ON N0G 1S0	2,300.00	0.00	2,300.00

18-Oct-2024

Date

David R. Tanner

District of: Ontario
Division No. 08 - Waterloo
Court No. 35-3076617
Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
Shu-Pak Equipment Inc.
of the city of Cambridge, in the Province of Ontario

List "A"
Unsecured Creditors

Shu-Pak Equipment Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
128	Victor Mele	7071 Bayview Avenue, Apt. 111 Thornhill ON L3T 7Y8	0.00	0.00	0.00
129	VoxISM	36 Glengowan Road Toronto ON M4N 1E8 CA	101,961.71	0.00	101,961.71
130	Waste Connections of Canada Inc. 7121-067633-0000	650 Creditstone Road Concord ON L4K 5C8 CA	1,183.52	0.00	1,183.52
131	Wilfred Sinnicks - paid in full by WEppa	43 Armstrong Avenue Cambridge ON N1P 0A1	72.51	0.00	72.51
132	Wired Rite Systems, Inc. SHU2472	1748 Independence Blvd., SUITE C-5 Sarasota FL 34234 USA	9,247.50	0.00	9,247.50
133	Workplace Safety & Insurance Board 8328021	P. O. Box 4115, Stn. A Toronto ON M5W 2V3	5,781.68	0.00	5,781.68
Total:			11,616,955.32	1,754,000.00	13,370,955.32

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 - Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario
 List "B"
 Secured Creditors

Shu-Pak Equipment 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	CRA - Tax - Ontario 89473 5596 RP0001	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	1,601,541.51	Motor Vehicles - Automobile - Proceeds from sale of Whitby truck	01-Jan-2024	190,000.00		1,355,541.51
				Business Assets - Machinery - Machinery and Equipment	01-Jan-2024	50,000.00		
				Debts Due - Business - Accounts Receivable	01-Jan-2024	5,000.00		
				Other - Cash on Hand	01-Jan-2024	1,000.00		
			Total:			246,000.00	0.00	1,355,541.51

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario
 List "C"
 Preferred Creditors for Wages, Rent, etc.

Shu-Pak Equipment 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
1	Allen L. McKinnon	25 Briar Knoll Drive Kitchener ON N2E 1X9		-	2,000.00	0.00	2,000.00
2	Bradley Crocker	587 McTavish Street Fergus ON N1M 3R1		-	250.00	0.00	250.00
3	Carlos Teixeira - paid in full by WEPPA	28 Crawford Crescent Cambridge ON N1T 1X7		-	2,000.00	0.00	2,000.00
4	Colin Laferriere	51 Bridge Street, Box 1371 Elora ON N0B 1S0		-	2,000.00	0.00	2,000.00
5	David L. Flader	4 1/2 Ramore Street Cambridge ON N1S 2P5		-	2,000.00	0.00	2,000.00
6	David R. McNeely	53 Centre Street Cambridge ON N1R 4E9		-	2,000.00	0.00	2,000.00
7	Delaney Crocker	6829 Jones Baseline, R. R. #3 Fergus ON N1M 2W4		-	2,000.00	0.00	2,000.00
8	Dominik Lojewski-paid in full by Weppa	223 Dinison Crescent Kitchener ON N2E 2S6		-	2,000.00	0.00	2,000.00
9	Douglas C. Burrows	47 Lowrey Avenue South Cambridge ON N1R 4Z5		-	1,838.60	0.00	1,838.60
10	Gary Lawrenson	280 Kensington Ave. Ingersoll ON N5C 3X1		-	2,000.00	0.00	2,000.00
11	Gerald E. Rieger	574 Old Huron Place Kitchener ON N2R 1L6		-	2,000.00	0.00	2,000.00
12	Graham T. Squires	136 Memeeken Drive Cambridge ON N3C 4E7		-	955.23	0.00	955.23
13	Holli Pritchard - paid in full by Weppa	754 Brighton Avenue Hamilton ON L8H 6H7		-	2,000.00	0.00	2,000.00
14	Jacob R. N. Linkert	519 Pinetree Crescent Cambridge ON N3H 4X4		-	250.00	0.00	250.00
15	James D. G. Tanner	802 - 980 Yonge Street Toronto ON M4W 3V8		-	2,000.00	0.00	2,000.00
16	James Evans	780 Frederick St. Apt. #301 Kitchener ON N2B 2B7		-	2,000.00	0.00	2,000.00
17	Keven P. Ellis	754 Brighton Avenue Hamilton ON L8H 6H7		-	2,000.00	0.00	2,000.00

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario
 List "C"
 Preferred Creditors for Wages, Rent, etc.

Shu-Pak Equipment 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
18	Kyle Creo - paid in full by Weppa	19 Lardner Street Cambridge ON N3C 4K6		-	1,467.68	0.00	1,467.68
19	I.les M. Baschiera	85 McGill Road Mount Pleasant ON N0E 1K0		-	2,000.00	0.00	2,000.00
20	Nathaniel A. Young	180 Arthur Fach Dr. Cambridge ON N1T 2G2		-	1,169.27	0.00	1,169.27
21	Robert Crocker - Weppa pd claim in full	567 McTavish Street Fergus ON N1M 3R1		-	1,168.36	0.00	1,168.36
22	Ronald R. W. Wanyou	401 Governors Road East Paris ON N3L 3E1		-	250.00	0.00	250.00
23	Sabrina G. Dunnet	1 Cant Avenue, #2 Cambridge ON N1S 2R5		-	2,000.00	0.00	2,000.00
24	Shelden Riley-pd in full by Weppa	271 Clyde Road, Unit 14 Cambridge ON N1R 1L3		-	2,000.00	0.00	2,000.00
25	Shubham Shubham	no address available		-	250.00	0.00	250.00
26	Stephanie E. Tanner	1202 Saginaw Crescent Mississauga ON L5H 3W6		-	2,000.00	0.00	2,000.00
27	Steven Burrows-paid in full by Weppa	47 Lowrey Avenue South Cambridge ON N1R 4Z5		-	2,000.00	0.00	2,000.00
28	Vani Nallamani-pd in full by Weppa	10 Broadoaks Drive Cambridge ON N1T 2C3		-	2,000.00	0.00	2,000.00
29	Wilfred Sinnicks - paid in full by WEppa	43 Armstrong Avenue Cambridge ON N1P 0A1		-	2,000.00	0.00	2,000.00
Total:					47,599.14	0.00	47,599.14

18-Oct-2024

Date

David R. Tanner

District of: Ontario
Division No. 08 - Waterloo
Court No. 35-3076617
Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
Shu-Pak Equipment Inc.
of the city of Cambridge, in the Province of Ontario
List "D"
Contingent or Other Liabilities

Shu-Pak Equipment 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
			Total:	0.00	0.00	

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario
 List "E"
 Debts Due to the Debtor
 Shu-Pak Equipment 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
1	Accounts Receivable	ON M3K 2A7	Accounts Receivable	5,000.00 0.00 0.00		01-Jan-2024	5,000.00	
			Total:	5,000.00 0.00 0.00			5,000.00	

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 - Continued

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario
 List "F"

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

Shu-Pak Equipment 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	

18-Oct-2024

Date

David R. Tanner

District of: Ontario
Division No. 08 - Waterloo
Court No. 35-3076617
Estate No. 35-3076617

FORM 78 -- Continued

In the Matter of the Proposal of
Shu-Pak Equipment Inc.
of the city of Cambridge, in the Province of Ontario

List "G"

Real Property or Immovables Owned by Debtor

Shu-Pak Equipment 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
Total:			0.00		0.00

18-Oct-2024

Date

David R. Tanner

District of: Ontario
 Division No. 08 - Waterloo
 Court No. 35-3076617
 Estate No. 35-3076617

FORM 78 -- Concluded

In the Matter of the Proposal of
 Shu-Pak Equipment Inc.
 of the city of Cambridge, in the Province of Ontario
 List "H"
 Property

Shu-Pak Equipment 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			0.00	0.00
d) Cash on hand			0.00	0.00
e) Livestock			0.00	0.00
f) Machinery, equipment and plant		Machinery and Equipment	0.00	50,000.00
g) Furniture			0.00	0.00
h) Life insurance policies, RRSPs, etc.			0.00	0.00
i) Securities			0.00	0.00
j) Interests under wills, etc.			0.00	0.00
k) Vehicles		Automobile - Proceeds from sale of Whitby truck	0.00	190,000.00
l) Taxes			0.00	0.00
m) Other		Cash on Hand	0.00	1,000.00
			Total:	241,000.00

18-Oct-2024

Date

David R. Tanner

Court No. 35-3076617

Estate No. 35-3076617

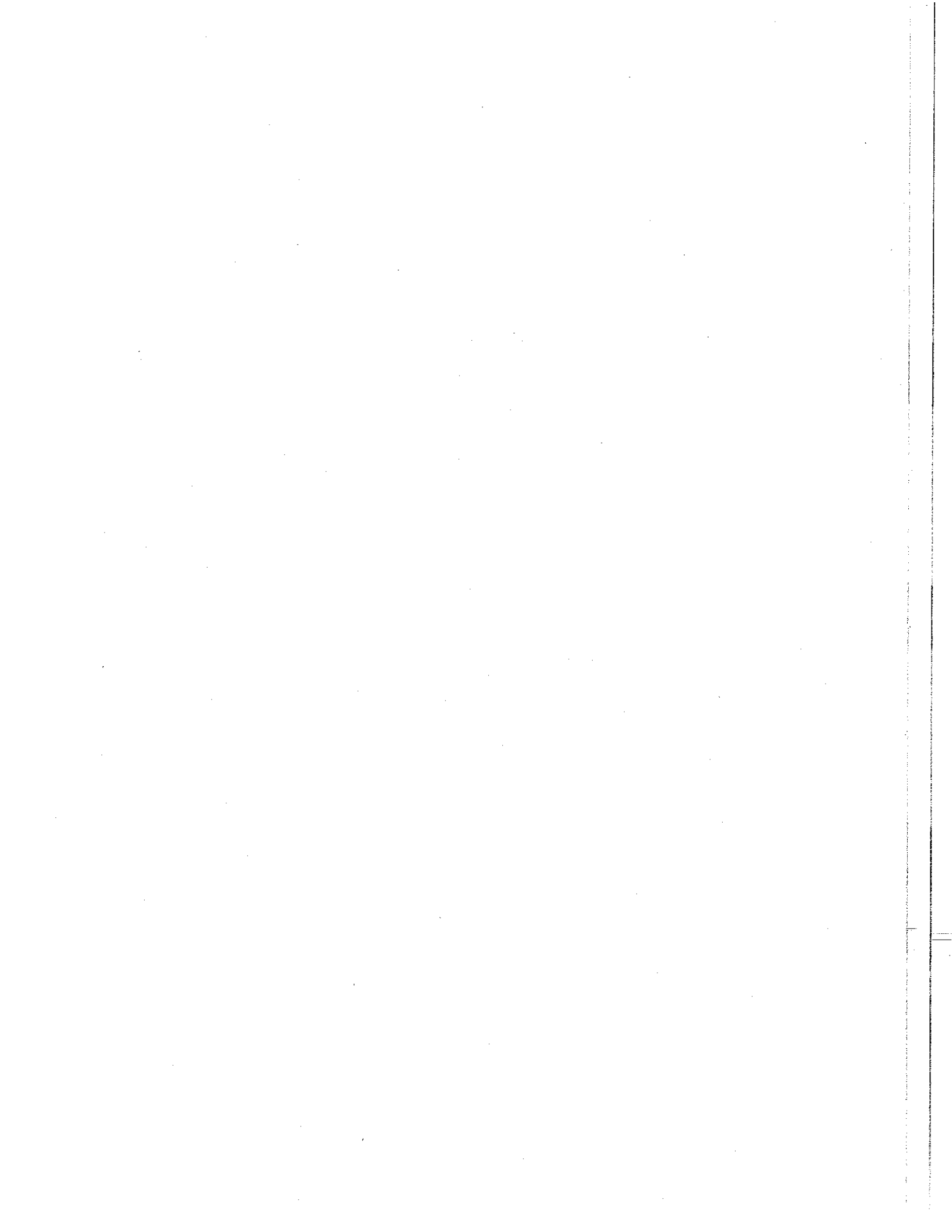
In the Matter of the Proposal of
Shu-Pak Equipment Inc.
of the city of Cambridge, in the Province of Ontario

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

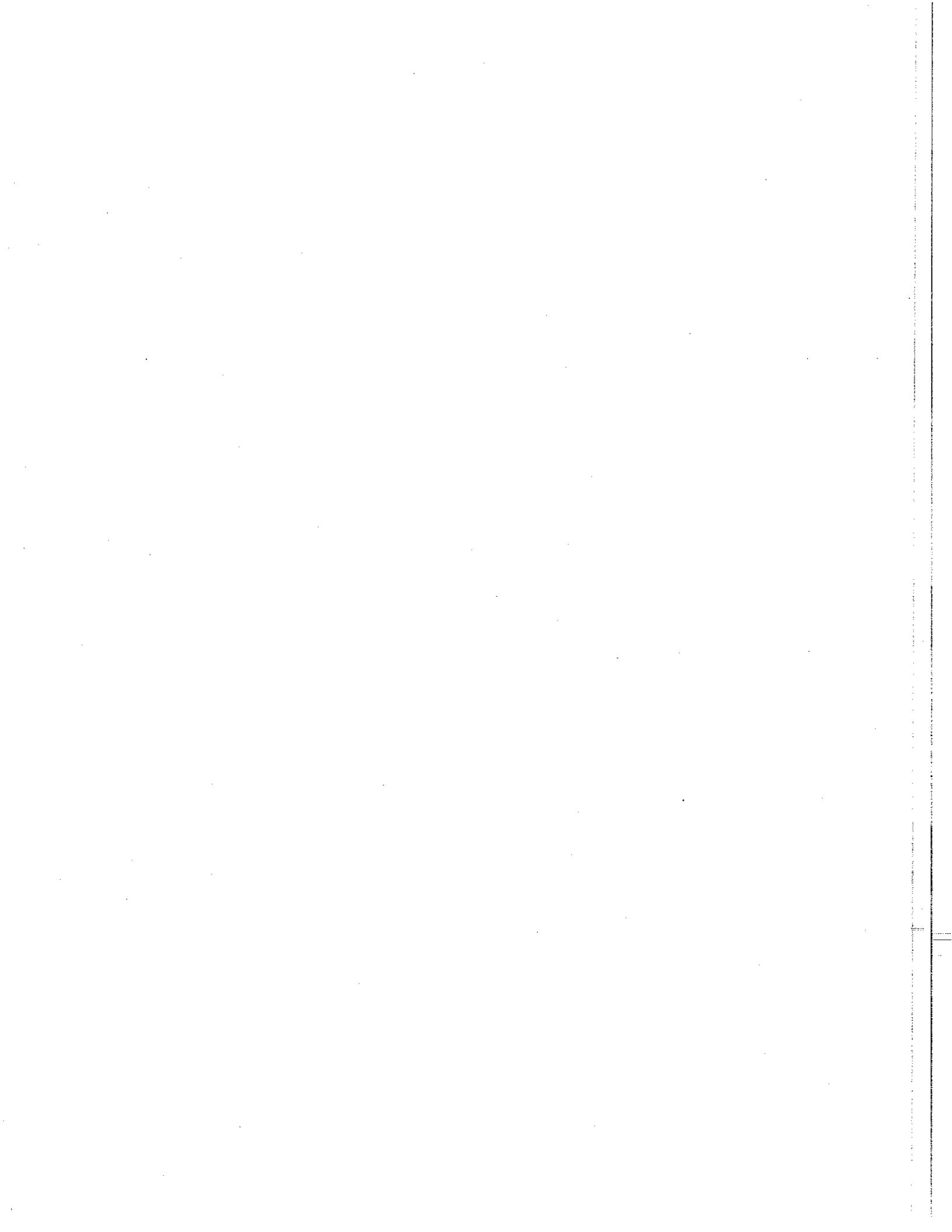
Trustee: Rahn Dodick
License: 3276
Email: rahn.dodick@dodick.ca

Dodick Landau Inc. - Licensed Insolvency Trustee

951 Wilson Ave., Unit 15L
Toronto ON M3K 2A7
Phone: (416) 645-0552 Fax: (866) 874-1791



PROOF OF CLAIM WITH INSTRUCTIONS



DODICK LANDAU

PROOF OF CLAIM FORM 31

IN THE MATTER OF THE PROPOSAL OF **Shu-Pak Equipment Inc.** (referred to in this form as "the debtor")
and the claim of _____ (referred to in this form as "the creditor")

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

Telephone : _____ Fax : _____ Email : _____

I, _____ (name of person signing claim) residing in the _____ (city, town, etc.)
of _____ (name of city, town, etc.) in the Province of _____

Do hereby certify that:

If an officer of the company, state position or title

1. I am the creditor or I am _____ (state position or title) of the creditor.

2. I have knowledge of all the circumstances connected with the claim referred to in this form.

The attached statement of account must include invoices or other evidence in support of the claim

3. The debtor was, at the date of the Proposal, namely the **18th day of July, 2024** and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account attached hereto and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled.

Check and complete appropriate category.

4. A Unsecured claim of \$ _____
In respect to the said debt, I do not hold any assets of the debtor as security and

Check appropriate description and attach a separate sheet to detail and support priority claim, if applicable.

(i) I do not claim a right to a priority

or

(ii) I do claim a right to a priority under section 136 of the Bankruptcy and Insolvency Act (the "Act").

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

B Claim of landlord for disclaimer of a lease of \$ _____
That I hereby makes a claim under subsection 65.2(4) of the Act, 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.

C Secured claim of \$ _____
In respect of the said debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows: _____

Attach a copy of sales agreement and delivery receipts.

D Claim by farmer, fisherman, or aquaculturist of \$ _____
That I hereby makes a claim under subsection 81.2(1) of the Act for the unpaid amount \$ _____

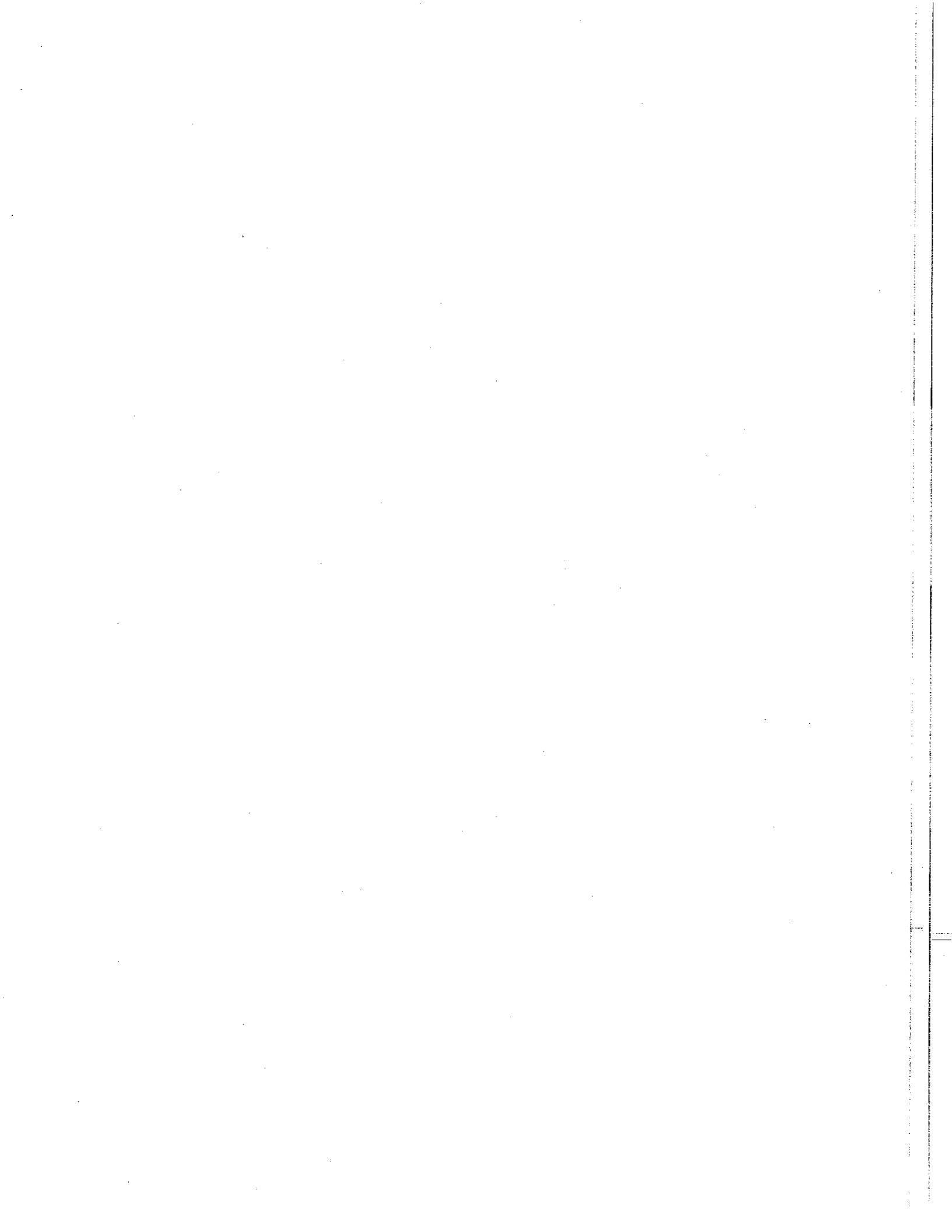
Check and complete appropriate category.

E Claim by Wage Earner of \$ _____

Check appropriate description.

(i) That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____

(ii) That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____



**PROOF OF CLAIM
FORM 31
PAGE TWO**

To be filed when a proposal provides for the compromise of claims against directors.

F **Claim against Director of \$** _____
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.

G **Claim of a Customer of a Bankrupt Securities Firm of \$** _____
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: _____

Strike out "is" or "is not".

5. To the best of my knowledge, the creditor **is / is not** related to the debtor within the meaning of section 4 of the Act.

Attach a separate schedule if necessary.

6. The following are the payments that the creditor has received from and the credits that the creditor has allowed to the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act, within the twelve months) immediately before the date of the initial bankruptcy event (July 18, 2024) within the meaning of section 2 of the Act.

_____, _____
_____, _____

Dated at _____, this _____ day of _____, 20____

Must be signed and witnessed

Witness

(Signature of individual completing this form)

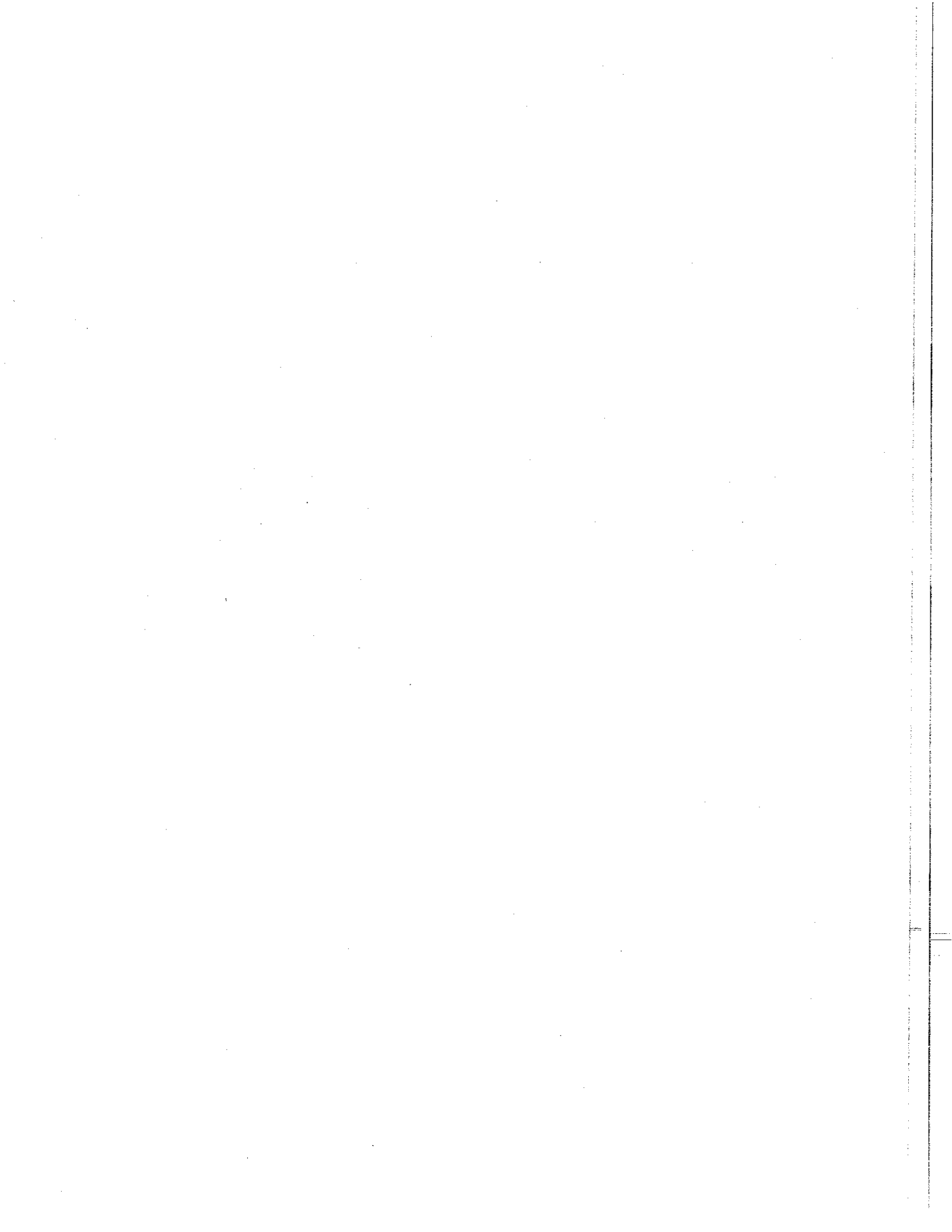
Print Name: _____

Print Name: _____

Notes: All references to "the Act" refer to the Bankruptcy and Insolvency Act. If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

If an affidavit or solemn declaration is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

Warning: 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.



Instructions for completing proof of claim forms

Every creditor who does not prove his claim is not entitled to share in any distribution. Claims not completed correctly in every respect will be returned. As well, in order to vote at a meeting of creditors, a properly completed Proof of Claim must be returned to the Trustee's office before the time of the meeting.

In completing the attached form, your attention is directed to the marginal notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. The debtor's name and date of the bankruptcy must be filled in and a Statement of Account containing details of the claim must be attached and marked "Schedule A". The date at which claims are to be calculated and the correct name of the debtor may be found as well on the Notice sent to the creditor.

4. The nature of the claim must be indicated by placing a check mark at the type of claim which applies, for example:

Check mark at A	indicates the claim is unsecured and
Check mark at A(i)	indicates that the creditor is not claiming any priority or
Check mark at A(ii)	indicates the creditor is claiming preferred status under section 136 of the Act. Details to support the priority claim must be set out on an attached schedule.
Check mark at B	indicates a claim of landlord for disclaimer of a lease under subsection 65.2(4) of the Act. Details to support this claim must be set out on an attached schedule.
Check mark at C	indicates the claim is secured and the value at which the creditor assesses the security must be inserted. Details of each item of security held should be attached as a separate schedule and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.
Check mark at D	indicates that the creditor is a farmer, fisherman or aquaculturist who supplied goods within 15 days prior to the date of receivership or bankruptcy and has not yet been paid for those goods.
Check mark at E	indicates that the creditor is a wage earner under subsection 81.3(8) or 81.4(8) of the Act. Details to support this claim must be set out on an attached schedule.
Check mark at F	indicates the claim is against a director under subsection 50(13) of the Act. It is applicable only in the case of a proposal which provides for the compromise of claims against directors. Details to support this claim must be set out on an attached schedule.
Check mark at G	indicates the claim is of a Customer of a Bankrupt Securities Firm, who is a customer for net equity as contemplated by section 262 of the Act. Details to support this claim must be set out on an attached schedule.

5. The person signing the form must indicate (by striking out "is" or "is not") whether the creditor and the debtor are related. Section 4 of the Act defines persons related to a debtor. If the creditor is related by blood or marriage to the debtor, the creditor should consider itself to be a related person. If the debtor is a corporation, a creditor would be related if it was controlled by the same shareholders as the debtor.
6. The person signing the form must provide full details of all payments and credits received from or allowed to the debtor during the period indicated. Leaving a blank will indicate that there were no such payments and credits.
7. The person signing the form must insert the place and date and the signature must be witnessed. If an affidavit is attached, it must have been made before a person qualified to take affidavits.

General Proxy:

If it is desired to appoint a proxy, the proxy form must be completed and signed by the creditor. If the creditor is a corporation, the proxy form must be signed in the corporate name (not necessarily by the individual signing the proof of claim form) and the proxy must be witnessed.

If there are any questions in completing the proof of claim, please write, email or telephone the office of the trustee:

Dodick Landau Inc.
951 Wilson Avenue
Toronto, ON M3K 2A7
Telephone: 416-645-0542
Fax: 866-874-1791
Email: brenda.mcknight@dodick.ca



PROXY



District of: Ontario
Division No. 08 - Waterloo
Court No. 35-3076617
Estate No. 35-3076617

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
Shu-Pak Equipment Inc.
of the city of Cambridge, 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

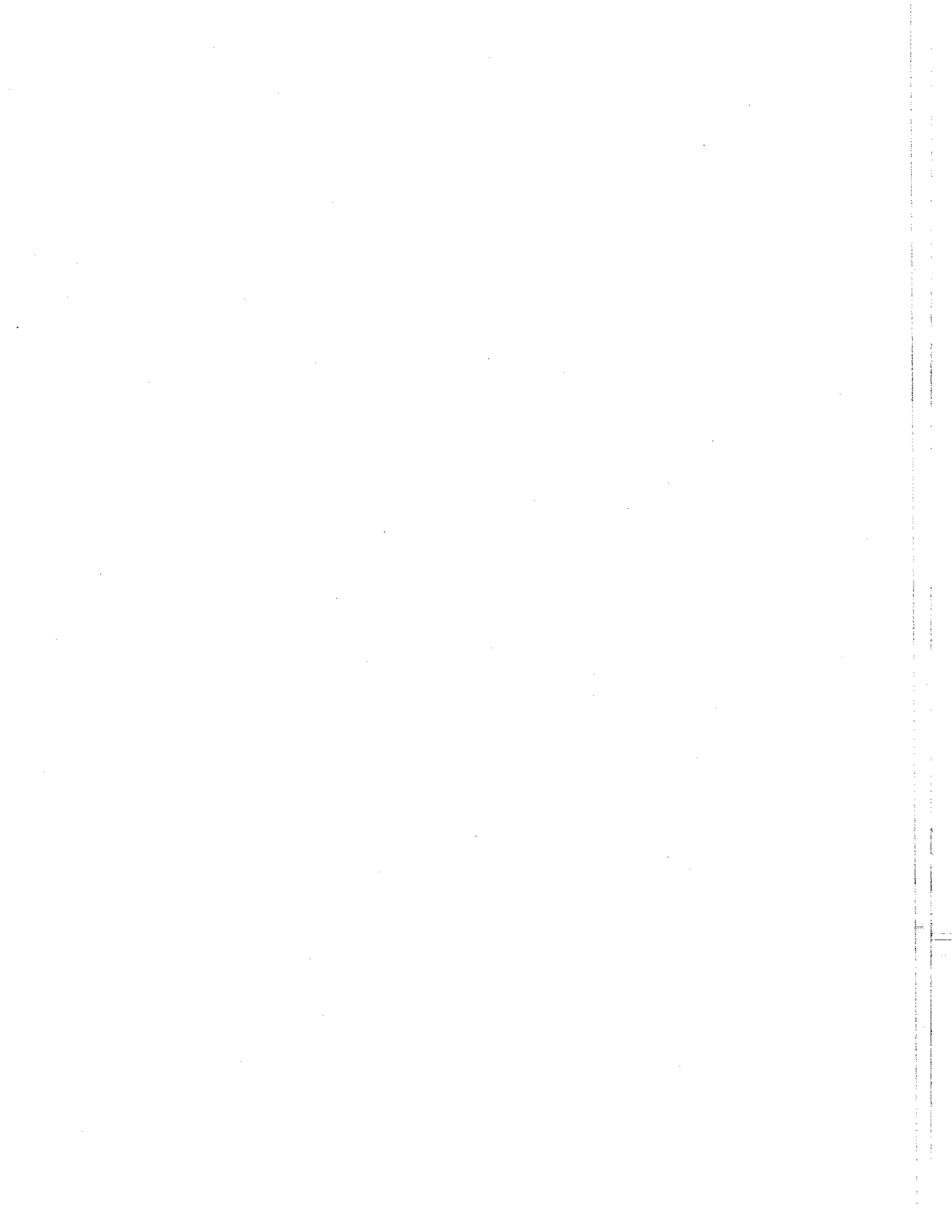
Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Dodick Landau Inc. - Licensed Insolvency Trustee

951 Wilson Ave., Unit 15L
Toronto ON M3K 2A7
Fax: (866) 874-1791
E-mail: brenda.mcknight@dodick.ca



VOTING LETTER



District of: Ontario
Division No. 08 - Waterloo
Court No. 35-3076617
Estate No. 35-3076617

FORM 37

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

In the Matter of the Proposal of
Shu-Pak Equipment Inc.
of the city of Cambridge, 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 Shu-Pak
Equipment 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:
Dodick Landau Inc. - Licensed Insolvency Trustee
Per:

Rahn Dodick - Licensed Insolvency Trustee
951 Wilson Ave., Unit 15L
Toronto ON M3K 2A7
Fax: (866) 874-1791
E-mail: brenda.mcknight@dodick.ca

