

DISTRICT OF ONTARIO
Division No. 09
Court No. 31-1017222
Estate No. 31-1017222

NOTICE OF PROPOSAL TO CREDITORS

IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM
IN THE PROVINCE OF ONTARIO

On November 26, 2007, Pharmacy Won Inc. ("PWI") lodged a Notice of Intention to Make a Proposal (the "NOI"). On December 21, 2007, February 7, 2008, March 27, 2008 and May 12, 2008, PWI received Court approval, pursuant to section 50.4(9) of the *Bankruptcy and Insolvency Act* (the "Act"), to extend the time to file the Proposal. On May 26, 2008, PWI lodged a Proposal pursuant to the Act with us. The Proposal was lodged with the Official Receiver on May 26, 2008.

Attached to this notice are the following documents:

- (a) Proposal
- (b) Statement of Affairs
- (c) Proof of claim form
- (e) Proxy form
- (f) Voting letter

A general meeting of the creditors will be held on the 16th day of June, 2008 at 10:30 a.m. at:

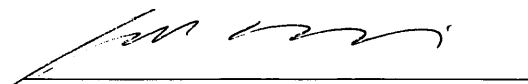
The Hilton Garden Inn
300 Commerce Valley Road East
Markham, Ontario

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 thereto. Proof of claim forms are to be filed based on the amount owed as of November 26, 2007, the date the NOI was lodged.

Dated at RICHMOND HILL, ONTARIO this 3rd day of June 2008.

SHINER KIDECKEL ZWEIG INC.
Per:


Trustee

IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM
IN THE PROVINCE OF ONTARIO

PROPOSAL

The Debtor (as defined below) hereby submits the following Proposal under the Act (defined below):

Definitions

1. In this Proposal, capitalized terms shall have the following meanings:
 - a) "Act" means *Bankruptcy and Insolvency Act R.S.C. 1985, c. B-3*, as amended;
 - b) "Claim" means means the right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor, in each case which indebtedness, liability or obligation is in existence at the Filing Date, or arising as a result of action taken by the Debtor in accordance with paragraphs 7, 8, 9 and 10 of this Proposal, and interest, if any, in respect of which there is an obligation to pay, and costs which such persons would be entitled to receive, pursuant to the terms of any contract with such person or at law or in equity, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory in nature, including without limitation, the right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future based in whole or in part on facts or events which existed prior to or at the Filing Date, without limitation, shall include any claims that would have been claims provable in bankruptcy had the Debtor become bankrupt on the Filing Date;
 - c) "CRA" means Canada Revenue Agency;
 - d) "Court" means the Ontario Superior Court of Justice at Toronto;
 - e) "Debtor" means **Pharmacy Won Inc.**, an insolvent person;
 - f) "Filing Date" means November 26, 2007, being the date on which the Debtor filed a Notice of Intention to Make a Proposal under the Act;
 - g) "Ordinary Creditors" means being those persons with Claims not referred to in paragraphs 1, 2 ,3, 4, or 5 hereof, including Claims of every nature and kind whatsoever, whether due or not due for payment as of the Filing Date, and including contingent or liquidated claims arising out of any transaction entered into by the Debtor, or in which it was involved, prior to the Filing Date
 - h) "Preferred Creditors" means creditors whose Claims are to be paid in priority to the Claims of unsecured creditors pursuant to section 136(1) of the Act;
 - i) "Proposal" means this proposal and all schedules or appendices hereto, including as the same may be amended or supplemented from time to time, and all uses of the words "hereto", "herein", "hereof" and "hereunder" and similar expressions refer to this Proposal as a whole rather than any portion of it;



- j) "Secured Creditor" means secured creditor as defined under the Act; and
- k) "Trustee" means Shiner Kideckel Zweig Inc., of the Town of Richmond Hill, in the Province of Ontario.

Deemed Trust Claims

2. (a) The Debtor shall, within six months after court approval of this proposal, pay in full, by equal monthly instalments, all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* or under any substantially similar provision of provincial legislation that were outstanding at the Filing Date.
- (b) The Debtor shall file, at or prior to the hearing of the application for approval of the Proposal, full particulars with the Court and CRA of any default in any remittance of an amount referred to in section 60(1.1) of the Act that became due after the Filing Date.

Secured Claims

3. The Claims of Secured Creditors shall be paid as may be arranged between the Debtor and the holder(s) of such Claims.

Preferred Creditors

4. (a) Subject to paragraph 3(b), all proven Claims of Preferred Creditors shall be paid in full in priority to all proven Claims of unsecured creditors.
- (b) In the case of employees and former employees of the Debtor, amounts equal to the amounts, if any, that they would be entitled to receive under section 136(1)(d) of the Act, if the Debtor had become bankrupt on the Filing Date, shall be paid forthwith after approval of the Proposal by the Court.

Proposal Professionals

5. All proper fees and expenses of the Debtor, including legal fees, and all proper fees and expenses of the Trustee, incidental to the proceedings arising out of the Proposal and in connection with the preparation of the Proposal, including advice to the Debtor in connection therewith, which is estimated at \$75,000 plus GST, shall be paid on or before the date of approval of the Proposal by the Court, in priority to all Claims of creditors.

Post-Proposal Debts and Liabilities Incurred

6. (a) Claims arising in respect of goods supplied, services rendered or other consideration given to the Debtor on or after the Filing Date shall be paid in full by the Debtor in the ordinary course of business.
- (b) If applicable, the Debtor shall, during the course of the Proposal,:
- (i) remit current year payroll deductions (Employment Insurance premiums, Canada Pension Plan contributions, and income tax deductions) as required;
 - (ii) remit current GST payments and file GST returns as required by the *Excise Tax Act*; and



- (iii) remit any other current amounts and file any other returns as required by the *Income Tax Act*.

Ordinary Creditors

7. The Debtor will arrange an organized liquidation of its assets on a going-concern basis in order to maximize realizations. Ordinary Creditors will receive the net proceeds from the liquidation of the assets, after the Claims of Secured Creditors and Preferred Creditors have been paid in full. The Debtor shall pay the net proceeds to the Trustee, in trust, for the sole purpose of distributing same in accordance with the terms of the Proposal. The Trustee shall distribute the proceeds, together with interest earned in the estate trust account, pro rata among all Ordinary Creditors of the Debtor and the Ordinary Creditors shall accept such proceeds in full and complete satisfaction of their Claims.

Debtor's Rights under the Proposal

8. The Debtor shall have the right, at any time prior to the meeting of creditors called to permit them to vote on the Proposal, to terminate any contract for the purchase of goods or services or any contract for the rental or lease of equipment, and any affected creditor or lessor, as the case may be, shall have the right to seek to prove a Claim as an unsecured creditor for any amount due together with any Claim for damages. For any contract terminated under this provision, the Claims of such persons shall be a Claim provable in the Proposal and such creditors shall have no further right to pursue their respective Claims outside the terms of the Proposal. For greater certainty, any Creditor affected by this paragraph shall be an unsecured creditor for the purposes of the Proposal.

9. The Debtor shall have the right, at any time prior to the meeting of creditors called to permit them to vote on the Proposal, to terminate any employee and any such affected employee, as the case may be, shall have the right to seek to prove a Claim as an unsecured creditor for any termination and severance pay which may be owing in consequence of their termination ("**Termination Claims**"). The Termination Claims of such Persons shall be a Claim provable in the Proposal and such creditors shall have no further right to pursue their Termination Claims outside the terms of this Proposal. For greater certainty, any creditor affected by this paragraph shall be an unsecured creditor for the purposes of the Proposal.

10. The Debtor shall have the right, at any time prior to the filing of the Proposal, to disclaim any commercial lease of real property in accordance with subsection 65.2 (1) of the Act. Any such affected landlord(s) may file a Proof of Claim as an unsecured creditor for the actual losses resulting from such disclaimer.

11. The Debtor shall have the right at any time up until the conclusion of the meeting of creditors or any adjournment thereof to unilaterally amend the Proposal and such amendment need not be more advantageous than the terms herein, and the Debtor need only notify the attendees at the meeting of any amendment and need not distribute in advance of the meeting any notice of amendment. The Debtor shall further have the right to unilaterally amend the Proposal at any time after the meeting of creditors to vote on this Proposal, including after Court approval as well as during or after implementation, as long as the Trustee is satisfied that such amendment does not materially prejudice any of the classes of Creditors entitled to share in the Proposal Funds, provided that the Trustee shall not be liable for such amendment or its approval thereof, and further the Debtor may but shall not be obliged to issue any notice of such amendment to any creditor and any and all amendments shall be deemed to be effective as of the date of the Proposal."



Inspectors

12. At a meeting of creditors held to consider the Proposal, the creditors, if they so desire, may appoint one or more, but not exceeding five Inspectors whose powers will be restricted to:
- (a) advising the Trustee in accordance with the provisions of the Act;
 - (b) advising the Trustee in respect of any dispute that may arise as to the validity of Claims of Preferred Creditors and Ordinary Creditors under the Proposal;
 - (c) authorizing an extension of time for the making of any payment to be made pursuant to paragraph 6 of the Proposal; and
 - (d) the authority and term of office of the inspectors will terminate upon the Debtor's performance of the Proposal.

Claims against Directors

13. Any Claims against the Debtor by any Creditor that are also Claims against the directors and/or officers of the Debtor that relate to obligations of the Debtor where directors and/or officers are under any law liable in their capacity as directors and/or officers for the payment of such obligations shall be, and upon Court approval of this Proposal, are, to the extent permitted by the Act, released and forever discharged as against the directors and/or officers of the Debtor.

Default

14. The Debtor agrees that time shall be of the essence of the Proposal, and in the event any term or provision herein is not fully performed at the time and in the manner specified, each such deficiency shall constitute a default in the performance of a provision of the Proposal, and in that event, the Debtor further agrees that it shall either remedy each default, as required by s. 62.1 of the Act, or consent to any application for annulment of the Proposal.

Miscellaneous


15. The Debtor acknowledges and admits that:
- a) the Proposal is made to all unsecured creditors with Claims for debts and liabilities, present or future, to which the Debtor was subject at the time for determining Claims of creditors of the Proposal;
 - b) the security of each Secured Creditor of the Debtor is assessed in the Proposal in an amount that is equivalent to the amount of each Secured Creditor's Claim;
 - c) sections 91 to 101 of the Act shall not apply to the Proposal;
 - d) the Proposal is not made conditional on the purchase of shares or securities or on any other payment or contribution by creditors; and,
 - e) each creditor who deals with the Debtor otherwise than at arm's length, within the meaning of section 4 of the Act, shall withdraw or postpone his/her/its Claim and acknowledges in writing that he/she/it has no entitlement to or shares in any dividend to unsecured creditors.



16. Nothing herein shall be construed in any way to limit or restrict the right of any creditor to challenge the security of a Secured Creditor of the Debtor, whether exercised before or after approval of the Proposal.

DATED at the Town of Markham, in the Province of Ontario, this 22nd day of May, 2008.

Pharmacy Won Inc.


per: Marv Turk
I have authority to bind the Corporation



**STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.**

WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO

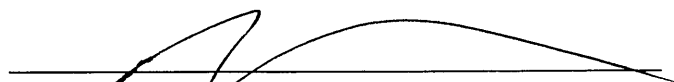
To the Debtor:

You are required to carefully and accurately complete this form and the applicable attachments, showing the state of your affairs on the date of your proposal, May 22, 2008. When completed, this form and the applicable attachments will constitute your Statement of Affairs and must be verified by oath or solemn declaration:

Liabilities		Assets	
(as stated and estimated by debtor)		(as stated and estimated by debtor)	
1. Unsecured creditors as per list 'A'	4,387,470.08	1. Inventory	4,665,000.00
2. Secured creditors as per list 'B'	12,675,000.00	2. Trade fixtures, fittings, utensils, etc.....	50,000.00
3. Preferred creditors as per list 'C'	NIL	3. Accounts Receivable, etc. as per list 'E'	
4. Contingent or other liabilities as per list 'D'	NIL	Good	NIL
estimated to be reclaimable for		Doubtful	NIL
		Bad	NIL
		Estimated to produce	NIL
Total Liabilities	17,062,470.08	4. Bills of exchange, promissory notes, etc. as	
Surplus	NIL	per list 'F'	NIL
		5. Deposits in Financial Institutions.....	NIL
		6. Cash	NIL
		7. Livestock	NIL
		8. Machinery, equipment and plant	NIL
		9. Real property or immovable as per list 'G'	NIL
		10. Furniture.....	NIL
		11. RRSPs, RRIFs, Life Insurance, etc	NIL
		12. Securities (Shares, bonds, debentures, etc)	NIL
		13. Interest under wills	NIL
		14. Vehicles	NIL
		15. Other Property as per list 'H'.....	
		Prepays and deposits	625,000.00
		Prescription list	6,040,000.00
		Due from Ontario Drug Benefit plan and insurance	1,260,000.00
		Generic drug rebate	35,000.00
		If Bankrupt is a Corporation add:	
		Amount of capital subscribed	NIL
		Amount paid thereon	NIL
		Balance subscribed and unpaid	NIL
		Estimated to produce	NIL
		Total Assets	12,675,000.00
		Deficiency	4,387,470.08

I, Marv Turk President of PHARMACY WON INC. , do swear that this statement and attached lists are to the best of my knowledge a full, true and complete statement of its affairs on May 22, 2008, and fully disclose all property of every description, that is in its possession or that may devolve on it in accordance with Section 67 of the Act.

SWORN before me in the TOWN of RICHMOND HILL in the PROVINCE of of ONTARIO this 22nd day of May, 2008.



Signature of Debtor or Officer

Joel Wayne Kideckel, a Commissioner, etc.,
Province of Ontario, while licensed to practice
as a Trustee in Bankruptcy.
Expires September 9, 2009

STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
1	102.9 K-LITE FM	883 UPPER WENTWORTH# 401 HAMILTON ON L9A 4Y6		9,494.42
2	21st VALUE SALES INC.	1575 SOUTH GATEWAY RD. UNITE E MISSISSAUGA ON L4W 5J1		5,349.61
3	A.E.S. IMPORTS INC.	2-165 GIBSON DRIVE MARKHAM ON L3R 3K7		2.79
4	ABC SECURITY ACCESS SYSTE	55 QUEEN'S PLATE DR. UNITE 4 TORONTO ON M9W 6P2		524.17
5	ACCLAIM SIGNS	5 CORONER COURT HAMILTON ON L9A 3J2		318.00
6	APOTEX	150 SIGNET INC. WESTON ON M9L IT9		133,175.67
7	ARTCRAFT LIMITED	309 PENNSYLVANIA AVE. CONCORD ON L4K 5R9		18,544.59
8	Asset Engineering LP	8 Steelcase Road W Markham ON L3R 1B2		2,325,000.00
9	ATLANTIC PROMOTIONS	770 BOUL. GUIMOND LONGEUIL QUIBACK CITY QC J4G 1V6		3,821.19
10	ATLAS PAPER BAG CO. LTD.	90 DYNAMIC DRIVE SCARBOROTGH ON M1V 2V1		1,252.79
11	AURORA BEVERAGE CORP	1 BIG BAY POINT ROAD BARRIE ON L4N 0M7		5,050.80
12	AU'SOME CANDIES	280 MTHESON BLVD. EAST MISSISSAUGA ON L4Z 1P5		1,302.40
13	B. ROSE & SON'S CARTAGE	P.O. BOX 519 AURORA ON L4G 3L6		35.02
14	BADGEPRO a division of COMITY INC.	570 HOOD ROAD, UNIT 25 MARKHAM ON L3R 4G7		317.46
15	BELVEDERE INTERNATIONAL INC. NORM	255 MATHESON BLVD. WEST MISSISSAUGA ON L5R 3G3		7,134.69
16	BEST CHOICE EGGS SWEDA FA	388 EDGERTON ROAD BLACKSTOCK ON L0B 1B0		4,970.73
17	BIGGAR'S KEY SHOP	4988 BRIDGE STEET NAGARA FALLS ON L2E 2S5		79.50
18	BIOCHEM ENV. SOLUTIONS INC.	345A MILLWAY AVE. CONCORD ON L4K 3T3		1,202.50
19	BISSEL LTD.	P.O. BOX 1003 NIAGARA FALLS ON L2E 6W2		466.40
20	BODY PLUS	JUDY BOYER P.O. BOX 5, STATION D		6,242.75

Dated: May 22, 2008



 Signature of Debtor or Officer

STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
21	BOLTON DENTAL MFG INC.	SCARBOROUGH ON M1R 4Y7 50 GOEBEL AVENUE CAMBRIDGE ON N3C 1Z1		774.91
22	BONNE BELL CANADA LTD.	4283 VILLAGE CENTRE COURT SUITE 3 MISSISSAUGA ON L4Z 1V3		3,921.60
23	BRINKS CANADA RICHARD WILLIAMS	ONE ROBERT SPECK PARKWAY, SUITE MISSISSAUGA ON L4Z 3M3		5,104.33
24	BURMAN & FELLOWS GROUP INC.	700 PROGRESS AVENUE, UNITE 8 SCARBOROUGH ON M1H 2Z7		9,313.66
25	CAMPBELL SOUP COMPANY	JOE BOMPADRE 1 CAMPBELL PLACE, SW4 CAMDEN NJ 08103		14,873.69
26	CANASIA TOYS & GIFTS	123 GREAT GULF DRIVE VAUGHAN ON L4K 5V1		1,541.67
27	CASCADES TISSUE GROUP	75 MARIE-VICTORIN BLVD. CANDIAC QE J5R 1C2		12,116.56
28	CASSELS BROCK & BLACKWELL LLP	40 KING ST. W., STE. 2100 TORONTO ON M5H 3C5		49,632.59
29	CHAMPION PRODUCTS	1030 WALKER ROAD WINDSOR ON N8Y 2N5		2,900.16
30	CHASE GLASS SERVICE	298 STANLEY STREET BARRIE ON L4M 6X6		4,160.50
31	CHESS INC.	3495 WINTON PLACE BLDG. A SUITE 3 ROCHESTER NY 14623		662.50
32	CHICAGO 58 FOODS INC.	56-58 LIPPINCOTT STREET TORONTO ON M5T 2R5		66.30
33	CHIN	622 COLLEGE STEET TORONTO ON M6G 1B6		18,564.84
34	CHOCOLATS VADEBONCOEUR INC. (LE	JOSEE GRENIER 9400, BOUL.RAY LAWSON ANJOU QC H1J 1K9		1.00
35	CHRISTIE BROWN	P.O. BOX 4543 POSTAL STN A TORONTO ON M5W 4P9		26,955.51
36	CHUBB ALARMS	5201 EXPLORER DRIVE MISSISSAUGA ON L4W 4H1		9,399.88
37	CHURCH & DWIGHT	6600 KITIMAT ROAD MISSISSAUGA ON L5N 1L9		7,631.35
38	COCA-COLA BOTTLING LTD.	42 OVERLEA BLVD. TORONTO ON M4H 1B8		7,633.98
39	COMMPORT COMM. INTL. INC.	3 ROSS STREET		564.60

Dated: May 22, 2008

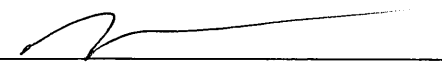


 Signature of Debtor or Officer

STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
40	CORVIR SECURITY SOLUTIONS INC.	AURORA ON L4G 1X3 6975 MEADOWVALE TOWN CENTER CRU MISSISSAUGA ON L5N 2W7		385.44
41	COURTNEY'S WHOLESALE LIMITED	600 THIRD STREET LONDON ON N5V 2C2		1,525.82
42	CROMBIE KENNEDY NASMARK	151 ESNA PARK DRIVE, UNIT 4 MARKHAM ON L3R 3B1		3,774.06
43	CROSSROADS REFRIGERATION	633 ENFIELD ROAD UNIT 3 BURLINGTON ON L7T 2X9		9,594.16
44	D.M.R. FOOD CORP	50 JUTLAND ROAD ETOBICOKE ON M8Z 2H1		2,178.83
45	DAEMAX REFRIDGERATION	36 SKAGWAY AVENUE UNIT 2 TORONT TORONTO ON M1M 3V1		465.75
46	DATA MEDIA SUPPLIES	292 ALEX DONER DRIVE MARKHAM ON L3X 1G7		1,559.52
47	DAVID ROBERTS FOOD CORP.	426 WATLINE AVE. MISSISSAUGA ON L4Z 1X2		7,156.59
48	DCR STRATEGIES INC.	2680 SKYMARK AVENUE UNITE 420 MISSISSAUGA ON L4W 5L6		50,431.28
49	DS SIGNS SALES & SERVICE	2390 CAWTHRA ROAD UNITE 4 MISSISSAUGA ON L5A 2X1		11,405.08
50	DURCON ELECTRIC INC.	146 CITATION DRIVE UNIT 10 CONCORD ON L4K 2S8		2,112.79
51	ELCO FINE FOOD INC.	40 WEST BEAVER CREEK RICHMOND HILL ON L4B 1G5		7,341.58
52	EMERGIS INC.	1000, DE SERIGNY LONGUEUIL QC J4K 5B1		265.00
53	EMMA BRISTOL	10 ULLSWATER CRESENT LONDON ON N6G 4L4		1,200.00
54	FARLEYCO MARKETING INC.	297 IDEMA RAOD, UNIT 1 MARKHAM ON L3R 1B1		3,073.18
55	FERN GROUP	176 TORYORK DRIVE NORTH YORK ON M9L 1X6		2,399.85
56	FERRERO CANADA LIMITED	100 SHEPPARD AVE SUITE 900 NORTH YORK ON M2N 6N5		4,827.30
57	FIELDING GROUP	3041 UNIVERSAL DRIVE MISSISSAUGA ON L4X 2E2		2,446.17
58	FORECAST BRANDS	5600 PARE STREET MONTREAL QC H4P 2M1		2,554.60
59	FRANK T. ROSS AND SONS LTD. BLAKE R	6550 LAWRENCE AVENUE EAST		13.34

Dated: May 22, 2008

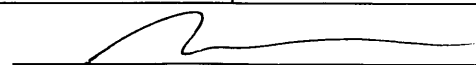


 Signature of Debtor or Officer

STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
60	FUJI PHOTO FILM INC. DON YOUNG	TORONTO ON M1C 4A7 600 SUFFOLK COURT MISSISSAUGA ON L5R 4G4		3,985.76
61	GANONG BROS. LTD	ONE CHOCOLATE DRIVE ST. STEPHEN NB E3L 2X5		29,950.03
62	GENERAL MILLS CANADA VALERIE MCR	5825 EXPLORER DRIVE MISSISSAUGA ON L4W 5P6		13,020.45
63	GENO'S FOODS	468 JEVLAN DRIVE WOODBIDGE ON L4L 8L4		2,745.00
64	GIFT ADDITIONS	5456 TOMKEN ROAD UNIT #6 MISSISSAUGA ON L4W 2Z5		1,017.60
65	GILLETTE CANADA	755 ST. JEAN POINTE CLAIRE PQ H9R 5M9		2,725.69
66	GLAXO SMITHKLINE	P.O. BOX 46102 POSTAL STATION A TORONTO ON M5W 4K9		104.53
67	GLOBE & MAIL	444 FRONT STREET WEST TORONTO ON M5H 3S5		298.43
68	GOLDEN GATE MICHCA INC.	2835 BRISTOL CIRCLE OAKVILLE ON H6H 7H7		210.03
69	GORGEOUS GAMS	81 BRISBANE ROAD # 4-A TORONTO ON M3J 2K3		1,144.80
70	GOUDAS FOOD PRODUCTS	241 SNIDERCROFT ROAD CONCORD ON L4K 2J8		3,425.90
71	GRIME EATER PRODUCTS LTD	4140 B SLADENVIEW CRESENT UNIT 1& MISSISSAUGA ON L5L 6A1		190.56
72	GUNNEBO SECURITY	133 WELHAM ROAD P.P. BOX 877 BARRIE ON L4M 4Y6		533.59
73	H.J. HEINZ COMPANY	90 SHEPPARD AVENUE EAST SUITE 400 TORONTO ON M2N 7K5		11,211.93
74	HAMILTON SPECTATOR	44 FRID STREET HAMILTON ON L8N 3G3		503.36
75	HERSHEY	P.O. BOX 12003 STATION A TORONTO ON M5W 1P8		3,068.88
76	HOLISTA HEALTH CANADA	P.O. BOX 57548 1031 BRINETTE COQUITLAM BC V3K 6S8		4,911.84
77	HORTON AUTOMATIC OF ONTARIO	1150 BLAIR ROAD UNITE # 1 BURLINGTON ON L7M 3T4		331.70
78	HOSTESS FRITO LAY COMPANY	1185 FRANKLIN BLVD. P.O. BOX 1210 CAMBRIDGE ON N1R 7Y5		18,552.17
79	ICS	300 TALBOT STREET W		105.31

Dated: May 22, 2008

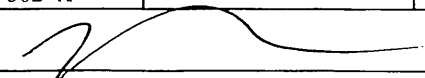


 Signature of Debtor or Officer

STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
80	INDUSTRIAL ALLIANCE	AYLMER ON N5H 1K2 522 UNIVERSITY AVE, SUITE 900 TORONTO ON M5G 1Y7		276.87
81	INTERACTIVE COMMUNICATIONS INC.	250 WILLIAMS STREET SUITE M-100 ATLANTA GA 30303		64,862.08
82	ISREAL BOOK & GIFT LTD.	897 EGLINTON AVENUE WEST TORONTO ON M6C 2C1		0.01
83	IVY LEAGUE SALES STANLEY AXMITH	77 MARTIN ROSS AVE., NORTH TORONTO ON M3J 2L5		396.70
84	JAMIESON LABORATORIES LTD.	4025 RHODES DRIVE WINDSOR ON N8W 5B5		67,571.12
85	JAMP PHARMA	1380-203 NEWTON STREET BOUCHERVILLE QC J4B 5H2		9,089.84
86	JOHNSON & JOHNSON INC.	P.O. BOX 1977 STATION A TORONTO ON M5W 1W9		21,184.35
87	JOHNSTON EQUIPMENT	5990 AVEBURY AVENUE MISSISSAUGA ON L5R 3R2		639.89
88	KELLOGG CANADA INC.	P.O. BOX 46007 STATION A TORONTO ON M5W 4E1		50,646.76
89	KERR BROTHERS	956 ISLINGTON AVENUE TORONTO ON M8Z 4P6		5,525.05
90	KISSNER PLASTICS INC. MIKE MOORE	32 CHERRY BLOSSOM ROAD CAMBRIDGE ON N3H 4R7		1,670.98
91	KOHL & FRISCH LIMITED	7622 KEEBLE STREET CONCORD ON L4K 2R5		941.14
92	KROLL COMPUTER SYSTEMS INC	220 DUNCAN MILL RD SUITE 201 NORTH YORK ON M3B 3J5		3,727.80
93	KX96 NEW COUNTRY FM	1200 AIRPORT BOULEVARD, SUITE 207 OSHAWA ON L1J 8P5		14,439.32
94	LANG MICHENER LLP KAREN GALLANT	2500 - 181 BAY STREET TORONTO ON M5J 2T7		4,140.26
95	Larry Cooper	7171 Yonge Street Thornhill ON L3T 2A9		32,884.44
96	LINECORP INC.	3545 COTE VERTU WEST ST. LAURENT QC H4R 1R2		297.00
97	LINEMANS TESTING LABS CAN. LTD.	41 RIVALDA ROAD TORONTO ON M9M 2 4		3,520.26
98	MADISON IMPORTS	6250 HUTCHISON # 100 OUTREMONT QC H2V 4C3		3,025.37
99	MAGSTAR INC.	240 DUNCAN MILL RD SUITE 502 K		52,472.21

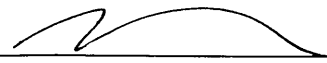
Dated: May 22, 2008



**STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors**

No	Name	Address	Account No.	Amount of claim
100	MAGTAR SALES INC.	NORTH YORK ON M3B 1Z4 240 DUNCAN MILL ROAD SUITE 502 NORTH YORK ON M3B 1Z4		1,743.18
101	MALCO PRODUCTS INC	1615 CLARK BLVD BRAMTON ON L6T 4W1		146.18
102	MARKETWISE	125 NORFINCH DRIVE DOWNSVIEW ON M3N 1W8		751.92
103	MASTER DISTRIBUTION SERVICES	2222 SOUTH SHERIDAN WAY UNITE 302 MISSISSAUGA ON L5J 2M4		3,985.89
104	MAT KING	2220 HWY #7 WEST CONCORD ON L4K 1V7		3,200.54
105	MCCAUGHEY CONSUMER PRODUCTS	3228 SOUTH SERVICE ROAD #203 OAKVILLE ON L7N 3H8		4,109.84
106	MCKESSON AUTOMATION CANADA INC.	1450 HYMUS BLVD, SUITE 2 DORVAL QC H9P 1J6		8,518.79
107	MEDTRONIC OF CANADA LTD.	P.O. BOX 9100, STATION F TORONTO ON L5N 1W3		2,008.12
108	METROLAND COMMUNITY NEWSPAPER	3125 WOLFEDALE ROAD MISSISSAUGA ON L5C 1W1		50,283.21
109	Minister of Finance - PST	Manager, Insolvency Unit 33 King Street West, 6th Floor Oshawa ON L1H 8H5		215,081.00
110	MJF & ASSOCIATES	310 OAKDALE ROAD NORTH YORK ON M3N 1W5		14,475.13
111	MTS ALLSTREAM INC.	P.O. BOX 3500, STATION MAN WINNIPEG MB R3C 0B7		544.53
112	MTS ALLSTREAM INC.	P.O. BOX 5300 , STATION NAIN WINNIPEG MB R3C 0C1		2,261.34
113	MYLES INTERNATIONAL	9200 MEILLEUR, SUITE 100 MONTREAL QC H2N 2A9		3,216.13
114	NASA DISTRIBUTORS LTD	1007 FLINT RD TORONTO ON M2J 2J6		4,283.44
115	NATIONAL HOME PRODUCTS	188 LIMESTONE CRESCENT DOWNSVIEW ON M3J 2S4		655.03
116	NCO TECHNOLOGIES	1167 BRINGWELL DRIVE NEWMARKET ON L3Y 8T8		821.43
117	NEON BY ONIX LTD.	49 HERRICK AVENUE ST. CATHERINES ON L2P 3S6		148.20
118	NESTLE PURINA (LITTER)	2500 ROYAL WINDSOR DR. MISSISSAUGA ON L5J 1K8		120.26

Dated: May 22, 2008



Clerk of the Court

STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
119	NESTLES CANADA INC.	9050 AIRPORT ROAD SUITE 101 BRAMTON ON L6S 6G9		29,107.54
120	NIAGARA AUTO TRADER	15 APEX ROAD TORONTO ON M6A 2V6		112.50
121	NIAGARA FALLS REVIEW	P.O. BOX 270 4801 VALLEY WAY NIAGARA FALLS ON L2E 6T6		228.48
122	OBUS FORME	125 TYCOS DRIVE NORTH YORK ON M6B 1W6		726.48
123	ONTRANS	73 ALAMO HEIGHTS DRIVE RICHMOND HILL ON L4S 2W4		1,895.28
124	P.K. DOUGLAS INC.	10-33 JAYSON COURT MISSISSAUGA ON L4W 2P4		28,151.99
125	PANTRY SHELF FOOD CORPORATION KA	3983 NASHUA DRIVE MISSISSAUGA ON L4V 1P3		7,951.08
126	PAPER MAGIC GROUP INC.	P.O. BOX 6100 POSTAL STATION F TORONTO ON M4Y 2Z2		22,060.97
127	PARISSA LABS INC.	1465-1469 BARROW ST. NORTH VANCOUVER BC V7J 1B6		241.68
128	PCO SERVICES INC.	60 BRISTOL ROAD EAST SUITE 518 MISSISSAUGA ON L4Z 3K8		209.88
129	PEPSI BOTTLING GROUP	P.O. BOX 1040 STATION B TORONTO ON M5T 3H5		82,146.31
130	PEPSI-QTG CANADA	QUAKER PARK 14 HUNTER STREET E. PETERBOROUGH ON K9J 7B2		2,836.96
131	PINNACLE FOODS CANADA CORP. WILL	6 EXECUTIVE CAMPUS Cherry Hill NJ 8002		4,121.04
132	POOL CHEMICALS	1200 CORPORATE DRIVE BURLINGTON ON L7L 5R6		9,330.93
133	POWERSTREAM INC.	2141 MAJOR MACKENZIE DRIVE MAPLE ON L6A 1S9		612.61
134	PREMIER BRANDS DIVISION OF POOTTE	1380 BIRCHMOUNT ROAD TORONTO ON M1P 2E3		2,223.18
135	PRISTINE PROMOTIONS LTD.	598 THE QUEENSWAY TORONTO ON M8Y 1K1		6,866.40
136	PURETAP WATER DISTILLERS	950 VERBENA ROAD MISSISSAUGA ON L5T 1T6		1,166.40
137	PUROLATOR	6505 VIPOND DRIVE MISSISSAUGA ON L5T 1J9		529.72
138	QUALEX CANADA	# 19015 POSTAL STATION A TORONTO ON M5W 2W8		3,051.85

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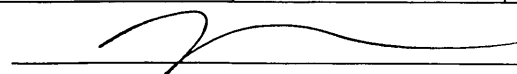


 Signature of Debtor or Officer

STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
139	RAND MCNALLY CANADA INC.	90A ROYAL CREST COURT MARKHAM ON L3R 9X6		252.49
140	RATIOPHARM	17800 RUE LAPOINTE MIRABEL QU J7J 1P3		255.00
141	RICHARDS PACKAGING	3115 LENWORTH DRIVE MISSISSAUGA ON L4X 2G5		361.77
142	ROGERS MEDIA INC.	777 JARVIS STREET TORONTO ON M4Y 3B7		26,897.50
143	RUDOLPH'S SPECIALTY BAKERIES LIMI	909 - 25 SCRIVENER SQ. TORONTO ON M4W 3Y6		884.25
144	S & F FOODS IMPORTERS SASI KRISHNAM	565 EDGELEY BLVD. VAUGHAN ON L4K 4G4		9,167.80
145	SAMKO SALES	11 PEEL AVENUE TORONTO ON M6J 1M3		15,305.63
146	SANDYLION MARCI GREGORY	400 COCHRANE DRIVE MARKHAM ON L3R 8E3		1,929.78
147	SANTE MAUFACTUTING INC.	34 AVONDALE BLVD. P.O. BOX 83028 BRAMTON ON L6T 5N3		560.94
148	SAPUTO BAKERY	380 RUE NOTRE DAME NORTH STE MARIE BEAUCE QC G6E 3B3		816.10
149	SARA LEE HOUSEHOLD & BODY	P.O. BOX 9604 POSTAL STATION A TORONTO ON M5W 1P8		421.74
150	SELECT BRANDS DISTRIBUTIONS	P.O. BOX 9100, POSTAL STN F TORONTO ON M4Y 3A5		1,023.73
151	SHILPA ENTERPRISES	71 OLD FINCH AVENUE SCARBOROUGH ON M1B 5E2		347.35
152	SHINING LIGHTS	14 INDELL LANE BRAMTON ON L6T 3Y3		3,066.90
153	SHURE-GAIN PET PRODUCTS	600 JAMES STREET SOUTH ST. MARY'S ON N6X 1C1		2,928.96
154	SIMPLY CANDY LTD.	P.O. BOX 25331 LONDON ON N6C 6B1		1,159.41
155	SING TAO NEWSPAPER LTD. RAPHAEL LA	417 DUNDAS STREET WEST TORONTO ON M5T 1G6		101.99
156	SIX FORTUNE FOOD CO. LT D.	3411 MCNICOLL AVENUE, UNIT 13-15 SCARBOROUGH ON M1V 2V6		202.46
157	SKY WORDS	95 ROYAL CREST CRT. UNIT 5 MARKHAM ON L3R 9X5		25,440.00
158	SMALL FRY SNACK FOODS	3065 KING STREET EAST KITCHENER ON N2A 1B1		31,065.11

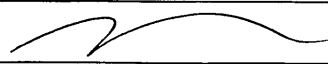
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STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
159	SMART SHOPPER	4926 BRIDGE ST. NIAGARA FALLS ON L2E 2S3		293.51
160	SOBERMAN L.L.P.	2 ST. CLAIR AVENUE, EAST SUITE 1100 TORONTO ON M4T 2T5		14,840.00
161	STANDARD RADIO INC.	2 ST. CLAIR AVENUE, WEST TORONTO ON M4V 1L6		25,249.20
162	STERICYCLE CANADA	79 VULCAN STREET TORONTO ON M9W 1L4		547.01
163	STIEFEL CANADA INC.	6635 OUEST HENRI BOURASSA MONTREAL QC H4R 1E1		4,646.63
164	STORK CANADA DIDI LASILVEIRA	1 CITY CENTRE DRIVE SUITE 801 MISSISSAUGA ON L5B 1M2		916.88
165	SUN GLO PRODUCTS INC.	1280 COURTNEY PARK DRIVE MISSISSAUGA ON L5T 1N6		950.49
166	SUNSTAR BUTLER	515 GOVENORS ROAD GUELPH ON N1K 1C7		7,589.57
167	SUPERIOR QUILTING LTD.	375 NORFINCH DRIVE NORTH YORK ON M3N 1Y7		15,862.48
168	SWEET HERBAL REMEDIES	35 LEEK CRES. RICHMOND HILL ON L4B 4C2		13,998.48
169	SWEET SOURCE PACKAGING	241 SNIDERCROFT ROAD UNIT 1 CONCORD ON L4K 2J8		16,573.80
170	TAL GROUP INC.	372 RICHMOND STREET WEST SUITE 30 TORONTO ON M5V 1X6		10,975.24
171	THE CARRIAGE HOUSE PRINTERS	825 MIDDLEFIELD ROAD, UNITE 6 TORONTO ON M1V 4Z7		19,404.91
172	THE NEWS GROUP - ONTARIO	3320 SOUTH SERVICE ROAD 2ND FLOO BURLINGTON ON L7N 3M6		58,960.60
173	THE PSF GROUP-CANADA INC.	55 CARSCADDEN DRIVE, SUITE 204 TORONTO ON M2R 2A6		1,368.00
174	THE RECORD	P.O. BOX 938 KITCHENER ON N2G 4E5		101.76
175	THE SHOPPING CHANNEL DIRECT	59 AMBASSADOR DRIVE MISSISSAUGA ON L5T 2P9		1,498.86
176	THOROWEST BAKERY	11-3969 MONTROSE ROAD NIGARA FALLS ON L2H 3A1		1,278.50
177	TORONTO SUN	333 KING STREET EAST TORONTO ON M5A 3X5		849.13
178	TORONTO TRANSIT COMMISSION	1900 YONGE STREET TORONTO ON M4S 1Z2		3,462.90

Dated: May 22, 2008



 Signature of Debtor or Officer

**STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors**

No	Name	Address	Account No.	Amount of claim
179	TOWN OF MARKHAM	101 TOWN CENTRE BOULEVARD MARKHAM ON L3R 9W3		800.00
180	TREE OF LIFE	6030 FREEMONT BLVD. MISSISSAUGA ON L5R 3X4		6,412.31
181	TRUST FOODS INC.	75-77 DONCASTER AVENUE THORNHILL ON L3T 1L6		8.90
182	ULTIMA FOODS YOPLAIT	2177 FERNAND LAFONTAIN LONGUEUIL QC J4G 2V2		473.12
183	UNILEVER DI. OF U L CANADA	P.O. BOX 8091 POSTAL STATION A TORONTO ON M5W 3W5		3,592.77
184	UNISOURCE CANADA	P.O. BOX 46082 POSTAL STATION A TORONTO ON M5W 4K9		1,707.45
185	UNIVERSAL SERVICES	1015 MIDWAY BOULEVARD MISSISSAUGA ON L5T 2C1		4,671.21
186	VADEBONCOEUR	9400 RAY LAWSON ANJOU QC H1J 1K9		4,613.44
187	VALUE SALES AND TRADING INC.	1575 SOUTH GATEWAY ROAD, UNITE E MISSISSAUGA ON L4W 5J1		4,166.22
188	VAN DE WATER RAYMOND LTD.	2300 MONTEREY ROAD LAVAL QC H7L 3H9		1,027.80
189	VOORTMAN COOKIES	98 PENTLAND ROAD WATERDOWN ON L0R 2H5		1,909.44
190	W. RALSTON CANADA INC	455 COTE VERTU ROAD MONTREAL QC H4N 1E8		3,190.25
191	WALPERT INDUSTRIES LTD.	9260 COTE DE LIESSE LACHINE QC H8T 1A1		1,602.72
192	WEDDEL LTD.	4350 AUTOROUTE CHOMEDEY LAVAL QB H7R 6E9		4,255.97
193	WEETABIX OF CANADA	751 D'ARCY STREET COBOURG ON K9A 5P5		4,841.95
194	WESTON BAKERIES LTD.	1425 THE QUEENSWAY ETOBICOKE ON M8Z 1T3		23,070.64
195	WILCROS INDUSTRIES	100 TORYORK DR WESTON ON M9L 1X6		1,073.81
196	WILD 101	BOX 710 / 4668 ST. CLAIR AVENUE NIAGARA FALLS ON L2E 6X7		5,637.20
197	WN PHARMACEUTICALS LTD.	#103-3686 BONNEVILLE PLACE BURNABY BC V3N 4T6		39,457.62
198	WORKPLACE SAFETY & INSURANCE	200 FRONT STREET W TORONTO ON M5V 3J1		12,678.51

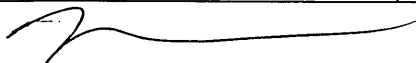
Dated: May 22, 2008


Signature of Debtor or Officer

STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO
List 'A'
Unsecured Creditors

No	Name	Address	Account No.	Amount of claim
199	WRIGLEY CANADA	1123 LESLIE STREET DON MILLS ON M3C 2K1		2,657.27
200	YORK UNIFORMS	1660 TECH AVE MISSISSAUGA ON L4W 5S7		2,672.62
201	Zelco Holdings Inc.	7171 Yonge Street Thronhill ON L3T 2A9		165,000.00
202	ZYNPAK PACKAGING PRODUCTS	35 ADESSO DRIVE CONCORD ON L4K 3C7		302.10
	TOTAL			4,387,470.08

Dated: May 22, 2008

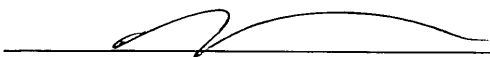


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STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
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List 'B'
Secured Creditors

No	Name & Address Nature of Claim Particulars of Security	Amount of Claim	When Given	Estimated Value of Security	Estimated Surplus from Security	Balance of Claim Unsecured
1	Asset Engineering LP 8 Steelcase Road W Markham ON L3R 1B2 Due from Ontario Drug Benefit plan and insurance companies Non-Rx inventory Prepays and deposits Prescription list Rx Inventory Store fixtures and head office equipment Generic drug rebate	15,000,000.00	-- -- -- -- -- --	12,675,000.00	0.00	2,325,000.00
2	Zelco Holdings Inc. 7171 Yonge Street Thornhill ON L3T 2A9 Due from Ontario Drug Benefit plan and insurance companies Non-Rx inventory Prepays and deposits Prescription list Rx Inventory Store fixtures and head office equipment	165,000.00	-- -- -- -- --	0.00	0.00	165,000.00
	TOTAL	<u>15,165,000.00</u>				<u>2,490,000.00</u>

Dated: May 22, 2008



 Signature of Debtor or Officer

**STATEMENT OF AFFAIRS (Sec 158)
IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO**

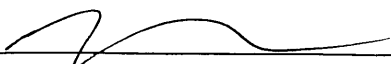
List 'H'

Property

Give full particulars of property of every description that is in the debtor's possession, or that may devolve on the debtor in accordance with section 67 of the act and that are not included in any other list.

Nature of Property	Location Details of Property	Original Cost	Estimated to Produce
(a) Stock-in-Trade	Rx Inventory (encumb.)		2,265,000.00
(b) Trade fixtures, etc.	Non-Rx inventory (encumb.)		2,400,000.00
(c) Cash in financial institutions	Store fixtures and head office equipment (encumb.)		50,000.00
(d) Cash on hand			NIL
(e) Livestock			NIL
(f) Machinery, equipment and plant			NIL
(g) Furniture			NIL
(h) Life insurance policies, RRSPs, etc.			NIL
(i) Securities			NIL
(j) Interests under wills, etc.			NIL
(k) Vehicles			NIL
(l) Taxes			NIL
(m) Other property	Prepays and deposits (encumb.)		625,000.00
	Prescription list (encumb.)		6,040,000.00
	Due from Ontario Drug Benefit plan and insurance companies (encumb.)		1,260,000.00
	Generic drug rebate (encumb.)		35,000.00
TOTAL			12,675,000.00

Dated: May 22, 2008



 Signature of Debtor or Officer

BANKRUPTCY AND INSOLVENCY ACT - PROOF OF CLAIM
(see instructions on reverse)

In the matter of the proposal of **PHARMACY WON INC.** with its head office in the Town of Markham and the claim of _____, a creditor.

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

Address: _____	City/Prov.: _____	Postal code: _____
Tel no. _____	Fax no. _____	Attn: _____
		Acct. no. _____

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

See note 2 1. That I am a creditor of the above-named debtor or that I am _____ (state position or title) of _____ (name of creditor).

See note 3 2. That I have knowledge of all the circumstances connected with the claim referred to below.

See note 4 3. That the debtor was, at the date of the notice of intention, namely the 26th day of November 2007, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

See note 5 4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____
That in respect of this debt, I do not hold any assets of the debtor as security and (Check appropriate description.)

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

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act. (Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

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

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____
That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

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

See note 6 5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act.

See note 7 6. That the following are the payments that I have received from, and the credits that I have 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 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments and credits.)

See note 8 Dated at _____, this _____ day of _____.

x _____
Signature of Witness

x _____
Signature of Creditor

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.
WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

GENERAL PROXY

In the matter of the proposal of **Pharmacy Won Inc.**

I/we _____, of the _____ of _____, creditor, hereby appoint
_____, of the _____ of _____, to be my/our general proxy in the above
matter (excepting only as to the receipt of dividends)

Dated at _____, this _____ day of _____.

x _____ x _____
Signature of Witness Signature of Creditor

INFORMATION REGARDING GENERAL PROXY

A creditor may vote either in person or by proxy. A debtor may not be appointed a proxy to vote at any meeting of his creditors. The trustee may be appointed as a proxy to vote on behalf of a creditor. A corporation may vote by an authorized agent at a meeting of creditors. In order for a duly authorized person to have a right to vote they must be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy section of the proof of claim.

PLEASE READ THIS CAREFULLY BEFORE YOU PREPARE YOUR PROOF OF CLAIM

1. Ensure you include your complete address, telephone number and account number (*if applicable*)
2. If you are signing this form on behalf of a corporation or other person you must state the title or capacity in which you are acting, such as "credit manager", "accountant", "controller" or "authorized agent", etc. This form must be signed by the person making the declaration.
3. You must have knowledge of the circumstances connected with this claim.
4. Fill in the date of the bankruptcy as shown on the Notice to Creditors. The proof of claim is incomplete unless you include a statement (marked "Schedule A"). The balance on this statement must be complete and agree with the balance claimed by you as of the date of bankruptcy. "Schedule A" should be a detailed statement of account of the last three months of financial activity with the bankrupt. It must show the date, number and amount of all invoices or charges, together with the date, number and amount of all credits or payments. A "balance forward" or line figure does not meet the disclosure requirements for proofs of claim issued by the Superintendent of Bankruptcy. All claimants must attach a detailed list of all payments or credits received or granted, as follows:
 - (a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related,
or
 - (b) within the twelve (12) months preceding the bankruptcy or proposal, in the case where the claimant and the debtor are related.
5. Check (x) the type of claim which applies to you. **DO NOT LEAVE THIS SECTION BLANK.** If you have a regular unsecured claim, then please check (X) beside the phrase "I do not claim to a right to priority".

A priority claim is only granted to specific creditors under S.136 of The Bankruptcy and Insolvency Act. Please review the legislation to determine if you are eligible to make such a claim in this estate.

If you have a SECURED CLAIM you *must*:

- (a) insert the value of your security, and
 - (b) prove that you are secured by attaching a copy of your security document (chattel mortgage, a copy of your financing statement issued under the Personal Property Security Act, etc.). If you hold a mortgage over real estate, please provide the trustee with a copy of the mortgage document.
6. If you are related to the bankrupt, please cross out the word "not". If you are related by blood or marriage to the bankrupt, then you should consider yourself a related person. If the bankrupt is a corporation, you would be considered to be related to it if you were a shareholder, or if your company was controlled by the same shareholders as the bankrupt corporation. Please refer to section 4 of the Bankruptcy and Insolvency Act for a definition of related persons.
 7. You must provide the full details of all payments and credits received from or allowed to the debtor during the period indicated.
 8. The proof of claim is incomplete UNLESS it has been signed and witnessed.
 9. If you want to appoint a proxy, the proxy form must be completed and signed by the creditor. If the creditor is a corporation, the proxy must be signed in the corporate name and not necessarily by the individual signing the proof of claim form. If a corporation grants a voting proxy to an individual, the proxy section should be both signed, dated and witnessed. The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor, but this does not give such a person power to vote at the first meeting of creditors or to act as the creditor's proxy unless the GENERAL PROXY section has been completed.

PLEASE CONTACT THE TRUSTEE'S OFFICE IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING YOUR PROOF OF CLAIM

SHINER • KIDECKEL • ZWEIG
insolvency and restructuring professionals

10 West Pearce Street, Suite 4, Richmond Hill, Ontario L4B 1B6
905-709-9950 fax: 905-709-9952

District of ONTARIO
Division No. 9

Court No: 31-1017222
Estate No: 31-1017222

VOTING LETTER

IN THE MATTER OF THE PROPOSAL OF
PHARMACY WON INC.
WITH ITS HEAD OFFICE IN THE TOWN OF MARKHAM, IN THE PROVINCE OF ONTARIO

I, _____, creditor
of _____ (city and province)

a creditor in the above matter for the sum of \$ _____, hereby request the trustee acting with respect to the proposal of PHARMACY WON INC. to record my vote
 For Against *(check one)*
the acceptance of the proposal made on the 22nd day of May 2008.

Dated at _____,
this _____ day of _____.

Signature of witness

Signature of creditor

Name of witness

Name and Title of Signing Officer