

SHINER·KIDECKEL·ZWEIG

insolvency and restructuring professionals

INC.

DISTRICT OF ONTARIO
Division No. 09
Court No. 31-1142942
Estate No. 31-1142942

NOTICE OF PROPOSAL TO CREDITORS

IN THE MATTER OF THE PROPOSAL OF
REMARC/MAT-O-VEND INC.
IN THE TOWN OF GEORGINA
IN THE PROVINCE OF ONTARIO

On December 15, 2008, Remarc/Mat-O-Vend Inc. ("Remarc") lodged a Notice of Intention to Make a Proposal. On January 8, 2009, Remarc 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. Remarc filed a Proposal pursuant to the Act with the Official Receiver on February 15, 2009.

Attached to this notice are the following documents:

- A. Proposal
- B. Statement of Affairs
- C. Proof of claim form
- D. Proxy form
- E. Voting letter

A general meeting of the creditors will be held on the 9th day of March, 2009 at 10:00 a.m. at:

Shiner Kideckel Zweig Inc.
10 West Pearce Street, Suite 4
Richmond Hill, 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 December 11, 2008, the date the Notice of Intention to Make a Proposal was lodged.

Dated at RICHMOND HILL, ONTARIO this 27th day of February 2009.

SHINER KIDECKEL ZWEIG INC.

Per:


Trustee

IN THE MATTER OF THE PROPOSAL OF

REMARC/MAT-O-VEND INC.
IN THE TOWN OF GEORGINA
IN THE PROVINCE OF ONTARIO

PROPOSAL

The Debtor hereby submits the following Proposal under the Act:

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 the right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any kind of the Debtor, 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, which 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 Remarc/Mat-O-Vend Inc., an insolvent person;

f) "Filing Date" means December 11, 2008, being the date on which the Debtor filed the 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. This Proposal is not being made to the Business Development Bank of Canada ("BDC"). The Claims of all other 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, all proven Claims of Preferred Creditors shall be paid in full without interest 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, ("collectively Administrative Fees and Expenses") which is estimated at \$50,000 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 instruct the Trustee to market and sell its assets on a going-concern basis or otherwise in an effort to maximize realizations. All Ordinary Creditors who have proven claims, shall be paid in respect of such claims their pro rata share of the net proceeds from the sale of the assets, after full payment of Administrative Fees and Expenses, the Claims of Secured Creditors including BDC and the Claims of Preferred Creditors. 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 net 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.

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 discharge of the Trustee.

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

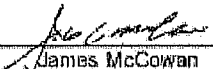
14. The Debtor agrees that time shall be of the essence of the Proposal, and in the event any term or provision herein is not fully performed at the time and in the manner specified, each such deficiency shall constitute a default in the performance of a provision of the Proposal, and in that event, 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. Sections 91 to 101 of the Act shall not apply to the Proposal.

DATED at the Town of Georgina, in the Province of Ontario, this 13th day of February 2009.

Remarc/Mat-O-Vend Inc.


per. _____
James McCowan
I have authority to bind the Corporation

District of: Ontario
 Division No: 9
 Court No: 31-1142942
 Estate No: 31-1142942

FORM 78

Statement of Affairs (Business Bankruptcy)
 (Paragraph 158(d) of the Act)

In the matter of the proposal of REMARC/MAT-O-VEND INC.
 OF THE TOWN OF GEORGINA, IN THE PROVINCE OF ONTARIO

To the debtor:

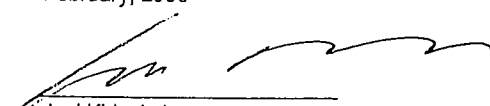
You are required to carefully and accurately complete this Form and the applicable attachments, showing the state of your affairs on the date of your proposal: on the 5th day of December, 2008. When completed, this Form and the applicable attached lists will constitute your Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (As stated and estimated by bankrupt)	
1. Unsecured creditors as per list "A"	\$1,146,142.85
2. Secured creditors as per list "B"	\$2,786,030.26
3. Preferred creditors as per list "C"	\$0.00
4. Contingent, trust claims or other liabilities as per list "D"	\$0.00
estimated to be reclaimable for	\$0.00
Total Liabilities	\$3,932,173.11
Surplus	\$0.00

ASSETS (As stated and estimated by bankrupt)	
1. Inventory	\$25,000.00
2. Trade fixtures, etc	\$0.00
3. Accounts receivable and other receivables, as per List "E"	
Good	\$0.00
Doubtful	\$0.00
Bad	\$0.00
Estimated to produce	\$66,000.00
4. Bills of exchange, promissory note, etc., as per List "F"	\$0.00
5. Deposits in Financial Institutions	\$0.00
6. Cash	\$0.00
7. Livestock	\$0.00
8. Machinery, equipment and plant	\$400,000.00
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	\$18,200.00
15. Other property, as per List "H"	\$0.00
<i>If bankrupt is a corporation, add:</i>	
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	\$509,200.00
Deficiency	\$3,422,973.11

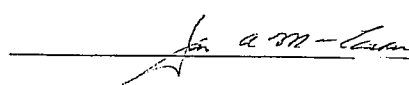
I, JAMES A. MCCOWAN, of REMARC/MAT-O-VEND INC. of the city of Baldwin in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge a full, true and complete statement of my affairs on the 26th day of January, 2009 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with section 67 of the Act.

SWORN (or SOLEMNLY DECLARED) before me at Richmond Hill in the Province of Ontario, on this 12th day of February, 2009


 Joel Kideckel
 Commissioner of Oaths
 for the Province of Ontario

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

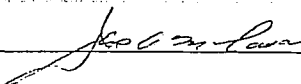
Signed at Richmond Hill, Ontario the 12th day of February, 2009



List "A"
Unsecured Creditors
REMARC/MAT-O-VEND INC.

No	Name of Creditor	Address	Amount of Claim
1	586179 ONTARIO LTD.	8 LAKEHILL CRESCENT, Toronto, Ontario, M1M 1E6	\$128,373.00
2	606583 ONTARIO LTD.	18 PHILIPS RD., Whitby, Ontario, L1M 1G7	\$35,282.08
3	70 MORNELLE COURT APTS	70 MORNELLE COURT, Toronto, Ontario, M1E 4S8	\$3,085.25
4	A&A GLOBAL INDUSTRIES	BOX 5618, Timonium, Maryland, 21094	\$2,681.25
5	ACTIONMATIC	BOX 326, Chatham, Ontario, N7M 5K4	\$3,492.06
6	AGHABI NON-PROFIT HOUSING	1255 VANROSE ST., Mississauga, Ontario, L5V 2B2	\$5,235.32
7	ALLSTAR VENDING	240 VOYAGEUR AVE., POINTE-CLAIRE, Quebec, H9R 6A8	\$6,410.48
8	AMRE SUPPLY	890 LANGS DRIVE, Cambridge, Ontario, N3H 5R8	\$202.62
9	ANN WAKELIN	18 PHILIPS RD., Whitby, Ontario, L1M 1G7	\$2,342.53
10	B MCCOWAN	8 LAKEHILL CRESCENT, Toronto, Ontario, M1M 1E6	\$28,486.81
11	BANK OF NOVA SCOTIA	PO BOX 10 114 HIGH STREET, Sutton, Ontario, L0E 1R0	\$49,500.00
12	BEAVER MACHINE CORP.	1341 KERRISDALE BLVD., Newmarket, Ontario, L3Y 8Z8	\$3,844.52
13	BELL	P.O. BOX 1550, North York, Ontario, M3C 3G5	\$510.53
14	BOLLIGER HOLDINGS	703 - 70 ROSEHILL AVE., Toronto, Ontario, M4T 2W7	\$100,000.00
15	BRINKS CANADA	BOX 4280 STATION A, Toronto, Ontario, M5W 2W4	\$1,676.97
16	BUDGET PROPANE	1011 BEIERS RD., Gravenhurst, Ontario, P1P 1R1	\$4,808.86
17	Canada Revenue Agency	200 Town Centre Court Suite 410, Richmond Hill, Ontario, M1P 4Y3	\$56,601.72
18	CARRINGTON TOWERS	100 TANGREEN COURT, Toronto, Ontario, M2M 4B9	\$1,277.00
19	City of Toronto	c/o Cassels Brock 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario, M5H 3C2	\$450,000.00
20	COMRET CREDIT	501 - 701 EVANS AVE., Toronto, Ontario, M9C 5E9	\$287.26
21	CONSOLIDATED FASTFRATE	9701 HWY 50, Woodbridge, Ontario, L4H 2G4	\$989.47
22	DARE	PO BOX 57380 STATION A, Toronto, Ontario, M5W 5M5	\$1,146.08
23	DASA	5 - 70 MILNER AVE., Toronto, Ontario, M1S 3P8	\$656.25
24	DHL	200 WESTCREEK BLVD., Brampton, Ontario, L6T 5T7	\$78.70
25	FASTFRATE	9701 HWY 50, Woodbridge, Ontario, L4H 2G4	\$64.95
26	FIRM TRANSPORTATION	610 - 4211 YONGE ST., Toronto, Ontario, M2P 2A9	\$497.94
27	GANZ	1 PEARCE ROAD, Woodbridge, Ontario, L4L 3T2	\$166.32
28	HARTRANS	1 - 1378 MOORE DR., Cayn, Ontario, L0E 1C0	\$203.94
29	HERSHEY	PO BOX 12003 STATION A, Toronto, Ontario, M5W 1P8	\$3,183.18
30	HYDRO ONE NETWORKS INC.	P.O. BOX 5960, 1727 EXETER RD., London, Ontario, N6A 6C4	\$713.07
31	ILS	THE TANNERY MALL 465 DAVIS DRIVE, SUITE 118, Newmarket, Ontario, L3Y 2P1	\$282.97
32	JERRY PRIBAG	70 CROSLAND DR., Toronto, Ontario, M1R 4N4	\$30,000.00
33	JOHN MCCOWAN	8 LAKEHILL CRESCENT, Toronto, Ontario, M1M 1E6	\$51,011.76
34	M&C INTERNATIONAL	300 - 3636-23 ST. NE, Calgary, Alberta, T2E 8Z5	\$2,115.47
35	MEDIA EDGE COMMUNICATIONS INC	5255 YONGE STREET, SUITE 1000, Toronto, Ontario, M2N 6P4	\$603.75
36	METCAP LIVING INC.	260 RICHMOND ST. EAST, Toronto, Ontario, M5A 1P4	\$8,076.00
37	MILNE & CRAIGHEAD	300 - 3636 23 STREET NE, Calgary, Alberta, T2E 8Z5	\$803.56
38	NEBS	330 CRANSTON CRESCENT, Midland, Ontario, L4R 4V9	\$295.66
39	OAK LEAF CONFECTIONS	440 CONSTOCK ROAD, Toronto, Ontario, M1L 2H6	\$11,011.92
40	Peel Living	5 Wellington Street, Brampton, Ontario, L6W 1Y1	\$107,403.31
41	PELICAN GROUP	77 FRONT STREET, DANVILLE, California, 945 26	\$9,806.51
42	R & J WELDING AND METAL FABRICATION	4045 CARTER AVENUR, RIVERSIDE, CALIFORNIA, 925 01	\$500.40
43	RELIABLE PARTS-CANADA	85 NORTH BEND STREET, Coquitlam, British Columbia, V3K 6N1	\$17.14
44	ROGERS WIRELESS	P.O. BOX 9100, Don Mills, Ontario, M3C 3P9	\$429.85

Signed at Richmond Hill, Ontario the 12th day of February, 2009



List "A"
Unsecured Creditors
REMARC/MAT-O-VEND INC.

No	Name of Creditor	Address	Amount of Claim
45	SEARS CANADA LTD.	222 JARVIS ST., Toronto, Ontario, M5B 2B8	\$9,759.38
46	SURLIFT FORKLIFT	13-15-19 FERNSTAFF COURT, Concord, Ontario, L4K 3M1	\$250.86
47	TOOTSIE ROLL OF CANADA	PO BOX 9100 STATION F, Toronto, Ontario, M4Y 3A5	\$4,450.29
48	UPS CANADA	P.O. BOX 2127 CRO, Halifax, Nova Scotia, B3J 3B7	\$79.59
49	VERO PROPERTY MANAGEMENT	UNIT A - 1256 CARDIFF BLVD., Mississauga, Ontario, L5S 1R1	\$332.77
50	WALYIP QUALITY PRESS	75 EAST BEVER CREEK ROAD UNIT 19, Richmond Hill, Ontario, L4B 1B8	\$186.45
51	WESTERN CANADA EXPRESS	PO BOX 1197, Winnipeg, Manitoba, R3O 2Y4	\$2,045.12
52	WHIRLPOOL CANADA	PO BOX 8770 STATION A, Toronto, Ontario, M5W 3C2	\$6,185.55
53	WHIRLPOOL CANADA - PARTS	PO BOX 7801 STATION A, Toronto, Ontario, M5W 2R2	\$8,696.38
Total:			\$1,146,142.85

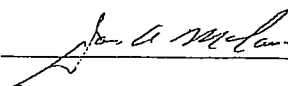
Signed at Richmond Hill, Ontario the 12th day of February, 2009



List "B"
Secured Creditors
REMARC/MAT-O-VEND INC.

No.	Name and Address of Creditor Nature of Claim Particulars of Security	When Given	Amount of Claim	Estimated Value of Security	Estimated Surplus from Security	Balance of Claims Unsecured
1	Bank of Nova Scotia 114 High Street, PO Box 10 Sutton, Ontario, L0E 1R0 VEH - 2004 Hyundai Santa Fe	21 Jan 2004	\$2,000.00	\$2,000.00	\$0.00	\$0.00
2	BLAIR EARLE RAVENHILL PO BOX 37 23683 HIGHWAY 48 Baldwin, Ontario, L0E 1A0 INV - Product inventory MEP - Equipment REC - Trade receivables	28 Feb 2007	\$300,595.26	\$0.00	\$0.00	\$300,595.26
3	BUSINESS DEVELOPMENT BANK OF CANADA 103 - 21 QUEEN ST. EAST Brampton, Ontario, L6W 3P1 INV - Product inventory MEP - Equipment REC - Trade receivables VEH - 2004 Hyundai Santa Fe VEH - 2007 Chevy Van VEH - 1991 Ford diesel truck VEH - 1999 Chev Astro van	6 May 2008	\$425,000.00	\$401,200.00	\$0.00	\$23,800.00
4	EURO-BANCORP LTD. BRUNO ARNOLD 1000 - 121 RICHMOND ST. WEST Toronto, Ontario, M5H 2K1 INV - Product inventory MEP - Equipment REC - Trade receivables VEH - 2004 Hyundai Santa Fe VEH - 2007 Chevy Van VEH - 1991 Ford diesel truck VEH - 1999 Chev Astro van	6 Feb 2007	\$1,500,000.00	\$91,000.00	\$0.00	\$1,409,000.00
5	General Electric Capital 2300 Meadowvale Blvd 2nd floor Mississauga, Ontario, L5N 5P9 VEH - 2007 Chevy Van	3 Oct 2007	\$30,000.00	\$15,000.00	\$0.00	\$15,000.00
6	JAMES MCCOWAN 26906 HWY #48 Baldwin, Ontario, L0E 1A0 INV - Product inventory MEP - Equipment REC - Trade receivables	28 Feb 2007	\$407,435.00	\$0.00	\$0.00	\$407,435.00
7	PAM MORRIS PO BOX 147 23906 HIGHWAY 48 Baldwin, Ontario, L0E 1A0 INV - Product inventory MEP - Equipment REC - Trade receivables	28 Feb 2007	\$121,000.00	\$0.00	\$0.00	\$121,000.00
Totals:			\$2,786,030.26	\$509,200.00	\$0.00	\$2,276,830.26

Signed at Richmond Hill, Ontario the 12th day of February, 2009



List "H"
Property
REMARC/MAT-O-VEND INC.

No	Nature of Property	Location and Details of Property	Original Cost	Estimated to Produce
1	Inventory	Product inventory	\$50,000.00	\$25,000.00
2	Machinery, Equipment, Plant	Equipment	\$0.00	\$400,000.00
3	Vehicles	2004 Hyundai Santa Fe	\$0.00	\$2,000.00
4	Vehicles	2007 Chevy Van	\$0.00	\$15,000.00
5	Vehicles	1991 Ford diesel truck	\$0.00	\$1,000.00
6	Vehicles	1999 Chev Astro van	\$0.00	\$200.00
Total			\$50,000.00	\$443,200.00

Signed at Richmond Hill, Ontario the 12th day of February, 2009



BANKRUPTCY AND INSOLVENCY ACT - PROOF OF CLAIM

(see instructions on reverse)

In the matter of the proposal of **REMAR/MAT-O-VEND INC.** of Georgina, Ontario and the claim of

_____, 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:

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

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

3. That the debtor was, at the date of the notice of intention, namely the 11th day of December, 2008, 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.)

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.)

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 regarding the amount of \$ _____.

(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:

(Set out on an attached sheet 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:

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

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

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

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

E. CLAIM BY WAGE EARNER OF \$ _____

That I hereby make a claim under subsection 81.3 of the Act in the amount of \$ _____.

That I hereby make a claim under subsection 81.4 of the Act in the amount of \$ _____.

F. 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:

(Set out on an attached sheet full particulars of the claim, including the calculations upon which the claim is based)

G. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

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

(Set out on an attached sheet full particulars of the claim, including the calculations upon which the claim is based)

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, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner..

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

Dated at _____, this _____ day of _____.

x _____ x _____
Signature of Witness 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 REMARC/MAT-O-VENT 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. 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 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 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. 09
Court No. 31-1142942
Estate No. 31-1142942

VOTING LETTER

IN THE MATTER OF THE PROPOSAL OF
REMARC/MAT-O-VEND INC.
IN THE TOWN OF GEORGINA
IN THE PROVINCE OF ONTARIO

I, _____ (Name of Individual)

of _____ (Name of Creditor)

a creditor in the above matter for the sum of \$ _____ hereby request the trustee acting with respect to the proposal of xx to record my vote:

FOR

AGAINST

acceptance of the proposal dated February 13, 2009 and filed with the Official Receiver effective the 16th day of February, 2009.

Dated at _____ the _____ day of _____, 2009.

Signature of Witness

Signature of Creditor

Name of Witness

Name and Title of Signing Officer