

RICHTER

CANADA
Province of Ontario
District of Ontario
Division No.: 09-Toronto
Court No.: 31-1859688
Estate No.: 31-1859688

SUPERIOR COURT OF JUSTICE
Commercial List
Bankruptcy and Insolvency Act

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

**In the Matter of the Proposal of
Next Wood Inc.
Of the City of Vaughan
In the Province of Ontario**

Take notice that Next Wood Inc. Of the City of Vaughan 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 at the office of Thornton Grout Finnigan LLP, Toronto-Dominion Centre, 3200-100 Wellington Street W., Toronto ON M5K 1K7 on June 4, 2014 at 10:00 AM.

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 the commencement of the meeting.

Dated at Toronto in the Province of Ontario, May 23, 2014.

Richter Advisory Group Inc.
Trustee acting *in re* the proposal of
Next Wood Inc.



Paul van Eyk, CPA, CA-IFA, CIRP

T. 416.488.2345
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Richter Advisory Group Inc.
181 Bay Street, 33rd Floor
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto



District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1859688
 Estate No. 31-1859688

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
 Next Wood Inc.
 Of the City of Vaughan
 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 14th day of April 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
1,062,800.50	200,000.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
0.00	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
1,062,800.50	Good
2. Secured creditors as per list "B"	2,000,000.00
1,406,000.00	Doubtful
3. Preferred creditors as per list "C"	600,000.00
0.00	Bad
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
0.00	Estimated to produce
Total liabilities	1,400,000.00
2,468,800.50	4. Bills of exchange, promissory note, etc., as per list "F" ...
Surplus	5. Deposits in financial institutions
NIL	0.00
	6. Cash
	0.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant
	200,000.00
	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
	0.00
	15. Other property, as per list "H"
	0.00
	If debtor is a corporation, add:
	Amount of subscribed capital
	457,275.00
	Amount paid on capital
	457,275.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	1,800,000.00
	Deficiency
	668,800.50

I, Daryl Logan, of the City of Mulmer 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 14th day of April 2014 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 14th day of May 2014.

 Commissioner of Oaths For the Province of Ontario
 Expires
(Signature: Catherine Carter-Laugen)

(Signature: Daryl Logan)
 Daryl Logan

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FORM 78 -- Continued

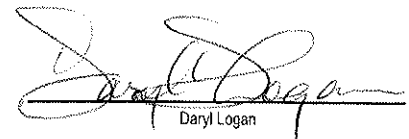
List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1604344 ONTARIO INC.	130 PALACE STREET WHITBY ON L1N 5E8	8,472.02	0.00	8,472.02
2	407 EXPRESS TOLL ROUTE	P.O. BOX 407 STATION "D" SCARBOROUGH ON M1R 5J8	9.51	0.00	9.51
3	ACCORD FINANCIAL INC. RE: IMPEKK	3500 DE MAISONNEUVE BLVD,W MONTREAL QC H3Z 3C1	10,012.93	0.00	10,012.93
4	ACCORD FINANCIAL INC.	3500 DE MAISONNEUVE BLVD W MONTREAL QC H3Z 3C1	2,562.84	0.00	2,562.84
5	ACTION PAPER & PACKAGING C	100 COMMANDER BLVD., SCARBOROUGH ON M1S 3H7	3,056.94	0.00	3,056.94
6	ADCIT HOLDINGS LIMITED	450 BOWES ROAD UNIT 1-4 CONCORD ON L4K 1K3	0.00	0.00	0.00
7	ADHECO LTD.	10390 TAPSCOTT RD. SCARBOROUGH ON M1B 2Y9	8,480.39	0.00	8,480.39
8	AERO PLASTICS LTD.	3-91 CITATION DRIVE CONCORD ON L4K 2Y8	44,911.83	0.00	44,911.83
9	AIR LIQUIDE CANADA INC.	1700 STEELES AVE EAST BRAMALEA ON L6T 1A6	1,205.36	0.00	1,205.36
10	ALDWIN WITTER	1577 LAWRENCE AVE. W TORONTO ON M6Z 1C4	0.00	0.00	0.00
11	ALPA LUMBER MILLS INC.	13130 DUFFERIN ST. KING CITY ON L7B 1K5	6,057.58	0.00	6,057.58
12	ALVAREZ & ASSOCIATES	615 STONEWAY DRIVE SAN ANTONIO TX 78258 USA	0.00	0.00	0.00
13	ANN SULLIVAN * V83598	114 SAND CREEK RD, APT 2 ALBANY NY 12205 USA	0.00	0.00	0.00
14	ANNE MARIE LACE	48 INGELWOOD CRESCENT DARTMOUTH NS B2W 5W3	43.80	0.00	43.80
15	ANTONELLA ITALIANO	83 KNOLL HAVEN CIRCLE BOLTON ON L7E 2V1	0.00	0.00	0.00
16	ART METZ CONTRACT INTERIOR	400-123 BANNATYNE AVE E. WINNIPEG MB R3B 0R3	3,012.57	0.00	3,012.57
17	AXELL MARKETING GROUP 84178	246 DAWLISH AVE TORONTO ON M4N 1J3	0.00	0.00	0.00
18	B&B PAPER PLUS LTD	2935 LOVETT ROAD COLDBROOK NS B4R 1A6	6,653.46	0.00	6,653.46
19	BELL CANADA	P.O.BOX 9000 STN DON MILLS NORTH YORK ON M3C 2X7	936.17	0.00	936.17
20	BENEPLAN INC	500-150 FERRAND DRIVE TORONTO ON M3C 3E5	17,777.84	0.00	17,777.84
21	BIBIANA GARCIA	15 HURON COURT AURORA ON L4G 2X7	0.00	0.00	0.00
22	BIESSE CANADA INC.	18005 RUE LAPOINTE MIRABEL QC J7J 0G2	1,152.13	0.00	1,152.13
23	BILL MILTON & ASSOCIATES *	2513 CHANDABROOK CIRCLE PELHAM AL 35124 USA	64.02	0.00	64.02
24	BLESSING ASSOCIATES *	56 BUTTONWOOD ST. NORRISTOWN PA 19401 USA	65.46	0.00	65.46

14-May-2014

Date


 Daryl Logan

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List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
25	BOLTS PLUS	8201 KEELE STREET CONCORD ON L4K 1Z4	96.24	0.00	96.24
26	BOTHWELL STEEL	133 GROHAVE CAMBRIDGE ON N3C 4B1	9,735.66	0.00	9,735.66
27	BRASSARDBURO FOURN. ET ENV.	1379, RUE DES CHAMPS-ELYSE CHICOUTIMI QC G7H 6J2	6,390.78	0.00	6,390.78
28	BRIAN HO-MIN KANG	41 DONNAMORA CRES TORONTO ON L3T 4K6	0.00	0.00	0.00
29	BRITE-CON SALES INC.	8-601 EDGELEY BLVD. CONCORD ON L4K 4G2	2,106.78	0.00	2,106.78
30	BRUNO CARANCI	19 CASSIA CRESCENT MAPLE ON L6A 3N4	0.00	0.00	0.00
31	CAMERON ASSOCIATES	14 BANK STREET RUSSELL ON K4R 1A9	5,419.34	0.00	5,419.34
32	CANADA POST CORPORATION	ACCOUNTS MANAGEMENT GROUP E0680A-2701 RIVERSIDE DR OTTAWA ON K1A 1L7	518.05	0.00	518.05
33	CANADIAN BEARINGS LTD	1600 DREW ROAD MISSISSAUGA ON L5S 1S5	133.34	0.00	133.34
34	CANMADE	280 APPLEWOOD CRES., UNIT CONCORD ON L4K 4B4	16,829.46	0.00	16,829.46
35	CANSTAFF EMPLOYMENT AGENCY	2-20 NUGGET AVENUE SCARBOROUGH ON M1S 3B1	17,070.95	0.00	17,070.95
36	CAPITAL OFFICE INTERIORS L	16 ANTARES DRIVE NEPEAN ON K2E 7Y7	945.30	0.00	945.30
37	CAPSTONE OFFICE SOLUTIONS *	1820 UNIVERSITY BLVD TUSCALOOSA AL 35407 USA	300.10	0.00	300.10
38	CARDINAL FASTENERS	120 VENTURE DRIVE SCARBOROUGH ON M1B 3L6	1,393.29	0.00	1,393.29
39	CARL V BANK * V83706	5371 PARTNERS COURT FREDERICK MD 21703	0.00	0.00	0.00
40	CARTERS	211 BROADWAY P O BOX 440 ORANGEVILLE ON L9W 1K4	0.00	0.00	0.00
41	CCT CANADA	6900 TRANMERE DRIVE MISSISSAUGA ON L5S 1L9	11,047.67	0.00	11,047.67
42	CECILIA PADILLA	6 JENSEN CRT MAPLE ON L6A 2T6	0.00	0.00	0.00
43	CHARLES KWAI PUN	17 REITH WAY THORNHILL ON L3T 5C6	0.00	0.00	0.00
44	CHEP CANADA INC.	C/O TH1203C PO BOX 4290, STN A TORONTO ON M5W 0E1	543.50	0.00	543.50
45	CINDY BLACKBURN	56 NOVA TERRACE DARTMOUTH NS B2V 1A9	35.63	0.00	35.63
46	COHEN & COHEN	92 BENTLEY AVE. OTTAWA ON K2E 6T9	1,496.42	0.00	1,496.42
47	COMMONWEALTH PLYWOOD LTD	25 DANSK COURT REXDALE ON M9W 5N6	120,064.09	0.00	120,064.09

14-May-2014

Date


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FORM 78 -- Continued

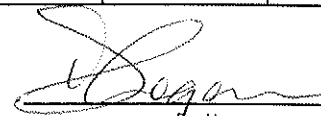
List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
48	COMMPORT COMMUNICATIONS IN	5 SCANLON CTR. AURORA ON L4G 7B2	95.75	0.00	95.75
49	COMTRAD	5106 TIMBERLEA BLVD MISSISSAUGA ON L4W 2S5	1,080.28	0.00	1,080.28
50	COPA	402-2800 SKYMARK AVENUE MISSISSAUGA ON L4W 5A6	1,604.60	0.00	1,604.60
51	COPA V84292	300-2585 SKYMARK AVE. MISSISSAUGA ON L4W 5L6	0.00	0.00	0.00
52	CORPORATE EXPRESS CANADA I	PO BOX 2050, CRO HALIFAX NS B3J2Z1	1,659.99	0.00	1,659.99
53	COVERALL OF CANADA	2969 SHEPPARD AVE.E TORONTO ON M1T 3J5	993.27	0.00	993.27
54	CROMAC CHEMICAL LTD.	80 SUMMERLEA ROAD BRAMPTON ON L6T 4X3	1,274.08	0.00	1,274.08
55	DATA ACCESS TECHNOLOGIES	17705B LESLIE STREET NEWMARKET ON L3Y 3E3	209.05	0.00	209.05
56	DAVID HUNTER	78 GATES AVENUE TORONTO, ON M4C 1T3	0.00	0.00	0.00
57	DAY & ROSS INC.	398 MAIN STREET HARTLAND NB E7P 1C6	946.12	0.00	946.12
58	DE LAGE LANDEN FINANCIAL S	1-3450 SUPERIOR COURT OAKVILLE ON L6L 0C4	1,433.69	0.00	1,433.69
59	DJR ASSOCIATES *	530 PINE STREET, SUITE D ROCHESTER MI 48307 USA	237.63	0.00	237.63
60	DMP FURNITURE MARKETING	41 KALI LANE ELMSDALE NS B2S 1A1	14,630.07	0.00	14,630.07
61	DOCUMENT MANAGEMENT SOLUTI	#7-125 TRADERS BLVD. EAST MISSISSAUGA ON L4Z 2H3	511.31	0.00	511.31
62	DODDS, ALEXANDER	3000 WALKENT DRIVE, N.W. Grand RAPIDS MI 49544	0.00	0.00	0.00
63	DURA EDGE INC.	230 CLARENCE STREET BRAMPTON ON L6W 1T4	1,714.06	0.00	1,714.06
64	EISAMAN CONTRACT ASSOCIATE	FORT PITT COMMONS 711 HARRISON AVENUE JEANETTE PA 15644 USA	0.00	0.00	0.00
65	ENBRIDGE CONSUMERS GAS	ACCT#910006577633 PO BOX 644 SCARBOROUGH ON M1K 5H1	5,284.49	0.00	5,284.49
66	ENBRIDGE CONSUMERS GAS	ACCT#91007149355 P.O. BOX 644, SCARBOROUGH ON M1K 5H1	4,954.40	0.00	4,954.40
67	EXTRUDE-A-TRIM	360 CARLINGVIEW DRIVE TORONTO ON M9W 5X9	406.18	0.00	406.18
68	F.S.TOOL CORPORATION	71 HOBBS GATE MARKHAM ON L3R 9T9	1,239.22	0.00	1,239.22
69	F.T.N. LAMINATING (1987) L	2331 ANSON DRIVE MISSISSAUGA ON L5S 1G1	1,894.40	0.00	1,894.40
70	FEDERAL EXPRESS CANADA LTD	P.O.BOX 4626 TORONTO STN A TORONTO ON M5W 5B4	67.57	0.00	67.57

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Date


 Maryl Logan

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List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
71	FEDEX FREIGHT	C/O T23222 PO BOX 4232, STATION A TORONTO ON M5W 5P4	115.66	0.00	115.66
72	FIELD OF GREENS GROUNDSKEE	4-117 PLANCHET RD. CONCORD ON L4K 2C6	960.50	0.00	960.50
73	FRITZ SHAND	160 CHALKFAM DRIVE #1502 TORONTO ON M3L 2J1	0.00	0.00	0.00
74	G&T BUREAU SPEC	33 GREENBELT DRIVE TORONTO ON M3C 1M1	68,285.52	0.00	68,285.52
75	GARFIELD'S COURIER	26 FANDOR WAY BRAMPTON ON L7A 2G6	244.08	0.00	244.08
76	GARY BROWN	45 BURLINGTON AVENUE MONCTON NB E1E 1Y8	296.42	0.00	296.42
77	GERRITY CORRUGATED PAPER P	75 DONEY CRESCENT, CONCORD ON L4K 1P6	881.45	0.00	881.45
78	GERRY SCHNUR	30 CAROUSEL CRES RICHMOND HILL ON L4E 3X7	0.00	0.00	0.00
79	GLOBAL FREIGHT SERVICES	265-92 CAPLAN AVENUE BARRIE ON L4N 0Z7	10,360.35	0.00	10,360.35
80	GLOBAL FREIGHT SERVICES *	265-92 CAPLAN AVENUE BARRIE ON L4N 0Z7	1,370.00	0.00	1,370.00
81	GLOBAL TRADE CREDIT INSURANCE INC. Attn: STEPHEN ROSEN	30-70 EAST BEAVER CREEK ROAD RICHMOND HILL ON L4B 3B2	0.00	0.00	0.00
82	GLOBE STAMPING COMPANY LTD	P.O. BOX 874, 151 TRILLIUM DRIVE KITCHENER ON N2G 4C5	2,777.34	0.00	2,777.34
83	GOODFELLOW INC	PO BOX 460, 9184 TWISS ROAD CAMPBELLVILLE ON L0P 1B0	0.00	0.00	0.00
84	H.B. ETLIN CO. LTD.	1850 WILSON AVE WESTON ON M9M 1A1	456.34	0.00	456.34
85	HAFELE CANADA INC.	5323 JOHN LUCAS DRIVE BURLINGTON ON L7L 6A8	1,727.12	0.00	1,727.12
86	HALANE ABDULLAHI	275 ALBION RD UNIT#501 ETOBICOKE ON M9W 3P1	0.00	0.00	0.00
87	HALLTECH INC.	465 CORONATION DRIVE TORONTO ON M1E 2K2	632.80	0.00	632.80
88	HARINDER BUTTAR	25 GASPE ROAD BRAMPTON ON L6S 0A6	0.00	0.00	0.00
89	HOLD-TITE FASTENERS LTD.	100 VILLARBOIT CRES. CONCORD ON L4K 4K2	13,941.76	0.00	13,941.76
90	HOLZ-HER CANADA INC.	4345 AUTOROUTE DES LAURENT LAVAL QC H7L 5W5	633.92	0.00	633.92
91	HOMAG CANADA INC.	5090 EDWARDS BLVD. MISSISSAUGA ON L5T 2W3	96.28	0.00	96.28
92	HONG SAM	1715- 6000 YONGE ST. TORONTO ON M2M 3W1	0.00	0.00	0.00
93	HOPETON G WRIGHT	61 RABBIT LANE ETOBICOK ON M9B 5S8	0.00	0.00	0.00
94	IBM CANADA LIMITED	PO BOX 5100, STATION F TORONTO ON M4Y 2T5	339.00	0.00	339.00

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List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
95	INFOCUS COR. ENVIRONMENT	9181 WILBERFORCE ST BURNABY BC V3N 4C7	7,857.33	0.00	7,857.33
96	INTERIOR OPTIONS GROUP INC	66 NAPA RIDGE ALLISTON ON L9R 2E4	6,018.83	0.00	6,018.83
97	INTERIOR SPACES INC.*	208 HELEN DRIVE CINNAMINSON NJ 08077 USA	175.81	0.00	175.81
98	JAMES YARISON	125 STAFFORD RD APT #201 TORONTO ON M2R 1V5	0.00	0.00	0.00
99	JASON ALTIMARI	46 WORTHINGTON AVE RICHMOND HILL ON L4E 2R8	0.00	0.00	0.00
100	JASON WILSON GREEN	6 EDWIN FORD CRT BEDFORD NS B3T 2B1	113.60	0.00	113.60
101	JAYANT B DESHPANDE	19 WEST HUMBER BLVD ETOBICOKE ON M9W 3M4	0.00	0.00	0.00
102	JENFAB METAL FABRICATION LIMITED	31 CASMIR COURT CONCORD ON L4K4H5	17,817.06	0.00	17,817.06
103	JESSIE PUNZAL	108 AYLESWORTH AVE SCARBOROUGH ON M1N 2J6	0.00	0.00	0.00
104	JOE ESKRIDGE *	2513 WINDSOR AVENUE OWENSBORO KY 42301 USA	375.00	0.00	375.00
105	JOHN BRION & ASSOCIATES *	881 SUNDROP WAY HIGHLANDS RANCH CO 80126 USA	3.26	0.00	3.26
106	JOHN CLINGEN *	135 FAWNWOOD DRIVE BRANDON MS 39042 USA	503.64	0.00	503.64
107	JOHN D SCHMUCKEL * V82767	732 COUNTRY CLUB DRIVE ST. CLAIRSHORES MI 48082	0.00	0.00	0.00
108	JOSH HILDRETH * V#82764	1801 ROBERT FULTON DR. #345 RESTON VA 20191	0.00	0.00	0.00
109	JOSHUA DAFT * V83603	117 S. COLLINGTON AVE BALTIMORE MD 21231	0.00	0.00	0.00
110	JOWAT CANADA LTD.	PO BOX 149 MISSISSAUGA ON L5M 2B7	1,582.00	0.00	1,582.00
111	JUDSON BUCHANAN * V83929	5607 2ND STREET SOUTH ARLINGTON VA 22204	0.00	0.00	0.00
112	JULIANA LEPOUTRE CON 84186	696 FAIRWAY DRIVE ROCKLAND ON K4K 1H4	0.00	0.00	0.00
113	KIM HANBYEOL	#711 7 NORTH PARK RD. THORNHILL ON L4J 0C9	0.00	0.00	0.00
114	KIM SUNG SOO	34 ANNAPEARL COURT APT #6 NORTH YORK ON M2N 4H5	0.00	0.00	0.00
115	KIMBERLY A COLEMAN * V82768 83928	9718 RED CLOVER CT. BALTIMORE MD 21234	0.00	0.00	0.00
116	KLM WOODWORKING MACHINERY	209 TOWNSEND AVE. BURLINGTON ON L7T 1Z5	2,237.40	0.00	2,237.40
117	KNAPE & VOGT MANUFACTURING	C/O T56385C, P.O. BOX 56385, STN A TORONTO ON M5W 4L1	6,689.10	0.00	6,689.10
118	KRISTEN MARTIGNETTI *	517 OVERBROOK RD BALTIMORE MD 21212	0.00	0.00	0.00

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List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
119	LARRY BROWN * V#84206	11610 ATTALA RD, 3122 VAIDEN MS 39176	0.00	0.00	0.00
120	LAWRENCE INT. GROUP *	1940 VIEW CREST DRIVE RENO NV 89511 USA	169.87	0.00	169.87
121	LEE CHANGOO	77 SENECA HILL DR. TORONTO ON M2J 2W3	0.00	0.00	0.00
122	LIESCH OFFICE INTERIORS	#106 250A GOVERNMENT ST VICTORIA BC V8P 4P7	865.79	0.00	865.79
123	LINDELL BROWN	1204 OSSINGTON AVE TORONTO ON M6G 3W1	0.00	0.00	0.00
124	LISA S LEE	4 SILVER CREEK CRES BARRIE ON L4N 0Z8	0.00	0.00	0.00
125	LIVINGSTON INTERNATIONAL INC. *	P.O. BOX 70 FORT ERIE ON L2A 5M6	185.85	0.00	185.85
126	LOWE'S BUSINESS ACCOUNT	PO BOX 4293 STN A TORONTO ON M3W 5X6	31.59	0.00	31.59
127	MAGENA OFFICE INTERIORS LT	1588 RAND AVENUE VANCOUVER BC V6P 3G2	2,469.06	0.00	2,469.06
128	MARATHON FASTENERS & HARDW	4170 SLADEVIEW CRESCENT MISSISSAUGA ON L5L 0A1	225.79	0.00	225.79
129	MARILEE ORSER-RICHARDSON	1154 CLOVERDALE ST OSHAWA ON L1H 4E4	0.00	0.00	0.00
130	MARITIME-ONTARIO FREIGHT L	1 MARITIME-ONTARIO BLVD. BRAMPTON ON L6S 6G4	6,383.95	0.00	6,383.95
131	MARK W HOLMES	202463 COUNTY ROAD 109 GRAND VALLEY ON L9W 0R1	0.00	0.00	0.00
132	MARK W MOONEY * V77705&V80972	705 MORRIS AVE LUTHERVILLE MD 21093	0.00	0.00	0.00
133	MARKANDU MODCHALINGAM	5 SAN ROMANO WAY #1514 NORTH YORK ON M3N 2Y4	0.00	0.00	0.00
134	MARLENE MCGOWAN	6 GLEN HOLLOW AVE ETOBICOKE ON M9W 6C6	0.00	0.00	0.00
135	MCFADDEN'S	2164 BUCKINGHAM ROAD OAKVILLE ON L6H 6M7	0.00	0.00	0.00
136	MCKINNON METALS	330 MILLWAY DRIVE, UNITS 6 & 7 CONCORD ON L4K 3W2	0.00	0.00	0.00
137	MERX	P O BOX 11684, STN CENTRE-VILLE MONTREAL QC H3C 6H4	0.00	0.00	0.00
138	MICHAEL A GREENHOW	34 LILLY MCKEOWAN CRES MOUNT ALBERT ON L0G 1M0	0.00	0.00	0.00
139	MICHAEL S HALL * V#82000,82498,83122	564 MAIN STREET ONEIDA NY 13421	0.00	0.00	0.00
140	MILLENNIUM OFFICE FURNISHI	981 CENTURY STREET WINNIPEG MB R3H 0W4	8,551.05	0.00	8,551.05
141	MMA INC. *	445 NANTUCKET DRIVE ST. CHARLES MO 63301 USA	37.36	0.00	37.36
142	MODERN FORK LIFT SERVICE L	630 GARYRAY DRIVE WESTON ON M9L 1R1	908.66	0.00	908.66

14-May-2014

Date


 Daryl Logan

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1859688
 Estate No. 31-1859688

FORM 78 -- Continued

List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
143	MODULAR SYSTEMS INC. *	169 WEST PARK ST. FRUITPORT MI 49415 USA	2,122.56	0.00	2,122.56
144	MTS ALLSTREAM	PO BOX 3500 STN MAIN WINNIPEG MB R3C 0B7	564.50	0.00	564.50
145	MYLES LOWE	162 SOUTHAMPTON DRIVE DARTMOUTH NS B2V 2V9	246.12	0.00	246.12
146	NAGARAJAH RAJKUMAR	77 AMETHYST CIR. BRAMPTON ON L6P 0Z7	0.00	0.00	0.00
147	NANCY ESKRIDGE *	2513 WINDSOR AVENUE OWENSBORO KY 42301 USA	183.99	0.00	183.99
148	NELA TURALIJA	4671 DRAKESTONE CRES MISSISSAUGA ON L5R 1K7	0.00	0.00	0.00
149	NEOPOST CANADA LIMITED	150 STEELCASE ROAD W MARKHAM ON L3R 3J9	655.77	0.00	655.77
150	NEOS GORDONPLY	DIV. OF RICHELIEU 272 KING STREET BARRIE ON L4N 6L2	0.00	0.00	0.00
151	NESS SECURITY INC.	PO BOX 3009 1730 BUR OAK AVE., BLDG G MARKHAM ON L6E 0J1	288.15	0.00	288.15
152	NICHOLSON CATES LIMITED	BOX 219 BURLINGTON ON L7R 3Y2	8,856.65	0.00	8,856.65
153	NIPPON EXPRESS CANADA LTD.	6250 EDWARDS BLVD MISSISSAUGA ON L5T 2X3	1,746.98	0.00	1,746.98
154	NITRO INDUSTRIAL SALES	8520 JANE ST, UNITS 7-9 CONCORD ON L4K 5A9	0.00	0.00	0.00
155	NOKI OFFICE SOLUTIONS INC.	28 SUNWOOD COURT S.W. MEDICINE HAT AB T1B 4Y5	1,154.13	0.00	1,154.13
156	NORTOWN AIR	20 DENSLEY AVENUE TORONTO ON M8M 2R1	880.27	0.00	880.27
157	OCTOPUS PRODUCTS LTD.	23 GURNEY CRESCENT TORONTO ON M6B 1S9	1,690.48	0.00	1,690.48
158	OE BUSINESS IMAGING	1730 BISHOP STREET B1 CAMBRIDGE ON N1T 1N4	705.61	0.00	705.61
159	OFFICE CENTRAL	498 MARKLAND STREET BLDG MARKHAM ON L6C 1Z6	944.64	0.00	944.64
160	OFFICE INTERIORS	711 WOODSTOCK ROAD FREDICTON NB E3B 5Y5	35,033.49	0.00	35,033.49
161	OMARNATH POLLARD	15-443 MANSE RD SCARBOROUGH ON M1E 3V7	0.00	0.00	0.00
162	ONKAR MANBAHAL	10 WILLOWRIDGE ROAD #918 TORONTO ON M9R 3Y8	0.00	0.00	0.00
163	ORKIN CANADA	5840 FALBOURNE STREET MISSISSAUGA ON L5R 4B5	452.00	0.00	452.00
164	P.K. PROFESSIONAL CARRIER	11608 149 STREET NW EDMONTON AB T5M 3R3	37,492.95	0.00	37,492.95
165	PAUL TOKIWA CARTAGE LIMITE	7699 KIMBEL STREET MISSISSAUGA ON L5S 1A7	66.26	0.00	66.26

14-May-2014

Date


 Garyl Logan

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1859688
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FORM 78 -- Continued

List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
166	PAUL WINSTON ROCHESTER	172 OAKWOOD AVE TORONTO ON M6E 2T9	0.00	0.00	0.00
167	PAULA J CHANG	22 TEDDINGTON AVE MARKHAM ON L3R 6X1	0.00	0.00	0.00
168	PAULA SPADAFORA	66 MILLIGAN ST BRADFORD ON L3Z 0A5	0.00	0.00	0.00
169	PIONEER COMPUTER CORPORATION *	500-50740 PRINCESS WAY GRANGER IN 46530 USA	9,206.00	0.00	9,206.00
170	PLAYFAIR COFFEE DISTRIBUTI	7-1625 STEELES AVE.E BRAMPTON ON L6T 4T7	151.00	0.00	151.00
171	POI BUSINESS INTERIORS	120 VALLEYWOOD DRIVE MARKHAM ON L3R 6A7	4,980.94	0.00	4,980.94
172	POWDER COATERS INC.	5777 STEELES AVENUE WEST NORTH YORK ON M9L 2W3	8,258.20	0.00	8,258.20
173	POWER PLANT AGENCIES LTD.	5 RICHARD JOHN DRIVE, RR#2 MOUNT UNIACKE NS B0N 1Z0	0.00	0.00	0.00
174	POWER STREAM INC	P.O. BOX 3700 CONCORD ON L4K 5N2	22,651.55	0.00	22,651.55
175	PREMIER MARKINGS	9-1011 HAULTAIN COURT MISSISSAUGA ON L4W 1W1	995.53	0.00	995.53
176	PRIME-TECH ELECTRIC	665 MILLWAY AVE., UNIT6 CONCORD ON L4K 3T8	418.10	0.00	418.10
177	PRIMUS CANADA	P.O. BOX 4662 POSTAL STATION A TORONTO ON M5W 5H4	419.92	0.00	419.92
178	PUROLATOR COURIER LTD	P.O.BOX 1100, ETOBICOKE POSTAL STN A ETOBICOKE ON M9C 5K2	1,670.48	0.00	1,670.48
179	QUEENSWAY PLASTICS LTD.	824 NEAL DRIVE PETERBOROUGH ON K9J 6X7	193.91	0.00	193.91
180	QUEFER INC.	153 RUE ST-PIERRE ST-PIE QC J0H 1W0	2,835.74	0.00	2,835.74
181	RAJESH MAHABIR	406 FERNFOREST DRIVE BRAMPTON ON L6R 2P5	0.00	0.00	0.00
182	RAMRAJ SEENATH	114 GAYLA ST. THORNHILL ON L4J 6G8	0.00	0.00	0.00
183	RAY EQUIP	50 TOPPER COURT, WOODBRIIDGE ON L4L 8H6	271.20	0.00	271.20
184	RAYMOND BOUCHER	807-7275 RUE DE BEAUFORT ANJOU QC H1M 3X5	7,113.57	0.00	7,113.57
185	REAP AIR COMPRESSOR	513 SPEERS RD. OAKVILLE ON L4K 2G4	2,825.00	0.00	2,825.00
186	RICHELIEU HARDWARE LTD	7900 HENRI BOURASSA WEST ST-LAURENT QC H4S 1V4	25,695.08	0.00	25,695.08
187	ROGELIA SEVILLA	89 PECKHAM AVENUE WILLOWDALE ON M2R 2V4	0.00	0.00	0.00
188	ROGER A BROWN LTD	18 PARK MEADOWS RD. WINNIPEG MB R3K 1B8	2,655.85	0.00	2,655.85
189	RON SEGUIN	7654 SETTLERS WAY NORTH GOWER ON K0A 2T0	13.65	0.00	13.65

14-May-2014

Date


 Dayl Logan

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1859688
 Estate No. 31-1859688

FORM 78 -- Continued

List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
190	ROYAL CONTAINERS LTD.,	80 MIDAIR COURT BRAMPTON ON L6T 5V1	28,953.94	0.00	28,953.94
191	ROYCE-AYR CUTTING TOOLS IN	405 SHELDON DRIVE CAMBRIDGE ON N1T 2B7	2,314.88	0.00	2,314.88
192	SALTEX INC.	2-49 RIVALDA ROAD NORTH YORK ON M9M 2M4	940.73	0.00	940.73
193	SAMUEL GRANT	48 RUSHMORE CRES BRAMPTON ON L6Z 1R2	0.00	0.00	0.00
194	SANDRA BATTEN	9 ACORN COURT MONCTON NB E1G 4X9	749.47	0.00	749.47
195	SANDRA HACHEY	15 ROTHSAV CT. LE SACKVILLE NS B4C 3W7	16.31	0.00	16.31
196	SEALED AIR (CANADA) CO./CI	PO BOX 15400 STATION A TORONTO ON M5W 1C1	4,725.19	0.00	4,725.19
197	SENSYST BUSINESS INT.	14-6355 KENNEDY ROAD MISSISSAUGA ON L5T 2L5	27,032.91	0.00	27,032.91
198	SERVICE ONTARIO	PO BOX 9100 KINGSTON ON K7L 5K3	0.00	0.00	0.00
199	SEYALGARAJATHURAI NADAR	25 FOURS WINDS DR. APT405 NORTH YORK ON M3J 1K8	0.00	0.00	0.00
200	SHAIKH SAJID	2000 SHEPPARD AVE. W #210 NORTH YORK ON M3N 1A2	0.00	0.00	0.00
201	SHAMEER ROHOMAN	5 SAN ROMANOWAY #1503 DOWNSVIEW ON M3N 2Y4	0.00	0.00	0.00
202	SHARAZ RAMJOHN	30 ZEBRA TRAIL BRAMPTON ON L6R 2J3	0.00	0.00	0.00
203	SHARON CONDRAN	293 TARANAKI DRIVE DARTMOUTH NS B2W 4Y9	21.92	0.00	21.92
204	SHAWN LEAN	711 WOODSTOCK ROAD FREDERICTON NB E3B 5N8	3,819.14	0.00	3,819.14
205	SINGH DEEN SOOKLAL	32 CARLUKE CRES NORTH YORK ON M2L 2J3	0.00	0.00	0.00
206	SIRJU RALPH	12 MARINE APPROACH DR. TORONTO ON M1C 5G5	0.00	0.00	0.00
207	SMARTPRINT INC.	44 UPJOHN ROAD TORONTO ON M3B 2W1	294.89	0.00	294.89
208	SOURCE BROKER INC	1102 - 1237 NORTH SHORE BLVD, E. BURLINGTON ON L7S 2H8	0.00	0.00	0.00
209	STEVEN ROBERT STEDMAN *	1628 MULBERRY JACKSON MO 63755	0.00	0.00	0.00
210	SUNDOG FURNITURE	1 BARTLEY CRES OTTAWA ON K2J 1R9	17,987.38	0.00	17,987.38
211	SUPERIOR PROPANE INC.	1265 ARTHUR ST E THUNDER BAY ON P7E 6E7	564.19	0.00	564.19
212	TAMMY HEYMAN * V83707	3309 WOODVALLEY DR BALTIMORE MD 21208	0.00	0.00	0.00
213	TED MALPAGE	291 BRIANCREST ROAD WINDSOR JUNCTION NS B2T 1Z9	152.19	0.00	152.19

14-May-2014

Date


 Caryll Logan

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1859688
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FORM 78 -- Continued

List "A"
 Unsecured Creditors

Next Wood Inc

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
214	THE EXECUTIVE COMMITTEE LTD	SUITE 1200-833 4TH AVE SW CALGARY AB T2P 3T5	4,678.20	0.00	4,678.20
215	THE HOME DEPOT	P.O.BOX 675, STATION D SCARBOROUGH ON M1R 5T4	2.98	0.00	2.98
216	THE ORANGE GROUP	10 WATERSIDE CRESCENT MAPLE ON L6A 3X6	50.54	0.00	50.54
217	THE TRY-MITRE GROUP INC.	2345 YONGE STREET, SUITE 300 TORONTO ON M4P 2E5	30,020.00	0.00	30,020.00
218	TOP EMPLOYMENT AGENCY INC.	210-398 STEELES AVE.W. THORNHILL ON L4J 6X3	72,375.05	0.00	72,375.05
219	TOPS TOTAL OFFICE PRODUCT	1 - 420 BANKS ROAD KELOWNA BC V1X 6A3	495.18	0.00	495.18
220	TRIAD OFFICE INTERIORS	100-3345 NORTH SERVICE RD BURLINGTON ON L7N3G2	8,605.47	0.00	8,605.47
221	ULINE	60 HEREFORD STREET BRAMPTON ON L6Y 0N3	182.89	0.00	182.89
222	UPS CANADA LTD	P.O. BOX 4900, STATION A TORONTO ON M5W 0A7	682.47	0.00	682.47
223	VENRIES CAMPBELL	810-25 MARTHA EATONWAY NORTH YORK ON M6M 5B7	0.00	0.00	0.00
224	VENTURE INTERIORS	73 PLAUNT STREET S RENFREW ON K7V 1M5	9,029.79	0.00	9,029.79
225	VICTORIA LEPARD	31 RINALDO ROAD KESWICK ON L4P 3X9	0.00	0.00	0.00
226	WANDEROSA WOOD PRODUCTS IN	150 PARR BOULEVARD BOLTON ON L7E 4E6	28,914.43	0.00	28,914.43
227	W-CUBED, LLC	13783A BOTTOM ROAD HYDES MD 21082 USA	0.00	0.00	0.00
228	WELKE CUSTOMS BROKERS	116 SKYWAY AVENUE TORONTO ON M9W 4Y9	0.00	0.00	0.00
229	WESKO SYSTEMS	4570 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6	2,061.12	0.00	2,061.12
230	WESTERN LOGISTICS INC	1555 BRIGANTINE DRIVE COQUITLAM BC V3K 7C2	20,450.81	0.00	20,450.81
231	WESTERN LOGISTICS -US *	1555 BRIGANTINE DRIVE COQUITLAM BC V3K 7C2	4,047.37	0.00	4,047.37
232	WESTON PREMIUM WOODS	25 AUTOMATIC DRIVE BRAMPTON ON L6S 5N8	69,955.45	0.00	69,955.45
233	WILSONART INTERNATIONAL IN	380 COURTNEY PARK DRIVE, UNIT A MISSISSAUGA ON L5T 2S5	4,181.62	0.00	4,181.62
234	WRAY HINAN	27 COLONY TRAIL BLVD HOLLAND LANDING ON L9N 1C6	0.00	0.00	0.00
235	ZZ US EXCHANGE at 1.0970	- -- H3A 0G6	20,895.57	0.00	20,895.57
Total:			1,062,800.50	0.00	1,062,800.50

14-May-2014

Date


 Daryl Logan

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1859688
 Estate No. 31-1859688

FORM 78 - Continued

List "B"
 Secured Creditors

Next Wood 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	1394507 ONTARIO LTD		50,000.00	Business Assets - Machinery - Machinery and Equipment		50,000.00		
2	LAURENTIAN BANK	1981 AVE MCGILL COLLEGE MONTREAL QC H3A 3K3	1,056,000.00	Debt Due - Business - Accounts receivable Business Assets - Machinery - Machinery and Equipment Business Assets - Stock in Trade - Raw materials		1,056,000.00 0.00 0.00	344,000.00	
3	MARILYN J. LOGAN		200,000.00	Business Assets - Stock in Trade - Raw materials Business Assets - Machinery - Machinery and Equipment		200,000.00 0.00		
4	THOMSON, DIANE M.		100,000.00	Business Assets - Machinery - Machinery and Equipment		100,000.00	50,000.00	
Total:			1,406,000.00			1,406,000.00	394,000.00	0.00

14-May-2014

Date


 Dayl Logan

RICHTER

THIS INFORMATION SHEET IS SUPPLIED IN ORDER TO ASSIST YOU IN COMPLETING THE PROOF OF CLAIM FORM

- The proof of claim must be signed by the individual completing the form.
- The signature of the claimant must be witnessed.
- Give the complete address (including postal code) where all notices and correspondence are to be forwarded.
- The amount on the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 1 OF THE PROOF OF CLAIM

- If the individual completing the proof of claim is not the creditor himself, he must state his position or title.
- The creditor must state the full and complete legal name of the Company or the claimant.

PARAGRAPH 3 OF THE PROOF OF CLAIM

- A detailed statement of account must be attached to the proof of claim and must show the date, the invoice number and the dollar amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. In addition, a creditor must indicate his/her address, phone number, fax number and E-mail address.

PARAGRAPH 4 OF THE PROOF OF CLAIM

- An unsecured creditor (subparagraph (A)) must check and state whether or not a priority rank is claimed under Section 136 of the Bankruptcy and Insolvency Act.
- A claim of landlord (subparagraph (B)) for disclaimer of lease must be completed with full particulars and calculations.
- A secured creditor must complete subparagraph (C) and attach a copy of the security documents.
- A farmer, fisherman or aquaculturist must complete subparagraph (D).
- A wage earner must complete subparagraph (E), if applicable.
- Section F must be completed with regard to a pension plan.
- A claim against director(s) (subparagraph (G)), in a proposal which compromises a creditor's claim, must contain full particulars and calculations.
- A customer of a bankrupt securities firm must complete subparagraph (H).

PARAGRAPH 5 OF THE PROOF OF CLAIM

- The claimant must indicate whether he/she **is** or **is not related** to the debtor, as defined in the Bankruptcy and Insolvency Act, by striking out that which is not applicable.

PARAGRAPH 6 OF THE PROOF OF CLAIM

- The claimant must attach a detailed list of all payments received and/or credits granted, as follows:
 - a) within the **three months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **not related**;
 - b) within the **twelve months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **related**.

PROXY

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

T. 416.488.2345
F. 514.934.8603
claims@richter.ca

Richter Advisory Group Inc.
Richter Groupe Conseil Inc.
1981 McGill College
Montréal (QC) H3A 0G6

Montréal, Toronto



RICHTER

PROOF OF CLAIM

(Section 50.1, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 81.5, 81.6, 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

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

In the Matter of the Proposal of **Next Wood Inc.** of the City of Vaughan, Province of Ontario, and the claim of _____, creditor.

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 or representative of the creditor).
2. That I have knowledge of all of the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the Notice of Intention to Make a Proposal, namely April 14, 2014, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit) attached and marked Schedule "A" after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. Check and complete appropriate category

- A. UNSECURED CLAIM OF \$ _____

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

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description)

- Regarding the amount of \$ _____, I do not claim a right to a priority.
("Ordinary Creditor")

- Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.
("Preferred Creditor")

(Set out on an attached sheet details to support priority claim)

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

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

- C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

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

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

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

T. 416.488.2345
F. 514.934.8603
claims@richter.ca

Richter Advisory Group Inc.
Richter Groupe Conseil Inc.
1981 McGill College
Montréal (QC) H3A 0G6 Montréal, Toronto





- E. CLAIM BY WAGE EARNER OF \$ _____
 - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
 - That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____

- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
 - That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
 - That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____

- G. CLAIM AGAINST DIRECTOR \$ _____
 (To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
 (Give full particulars of the claim, including the calculations upon which the claim is based.)

- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____
 That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
 (Give full particulars of the claim, including the calculations upon which the claim is based.)

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

Dated at _____, this _____ day of _____

 Signature of creditor

 Signature of witness

Telephone number: _____ Fax number: _____

E-mail address: _____

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

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

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

PROXY

(Subsection 102(2) and paragraphs 51(1)e) and 66.15(3)b) of the Act)

In the Matter of the Proposal of **Next Wood Inc.**

I, _____, of _____
 (name of creditor) (name of town or city)

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 _____

 Signature of creditor

Per: _____
 Name and Title of Signing Officer

 Signature of witness

RICHTER

CANADA
Province of Ontario
District of: Ontario
Division No.: 09-Toronto
Court No.: 31-1859688
Estate No.: 31-1859688

SUPERIOR COURT OF JUSTICE
Commercial List
Bankruptcy and Insolvency Act

VOTING LETTER
(Division 1 Proposal)
(Paragraph 51(1)f) of the Act)

In the Matter of the Proposal of
Next Wood Inc.

I, _____, creditor
(or I, _____, representative of _____, creditor)
of _____ (*name of city*), a creditor in the above matter for the sum of
\$ _____, hereby request the trustee acting with respect to the proposal of **Next Wood Inc.** to
record my vote _____ (**for or against**) the acceptance of the proposal as made on May 14, 2014.

Dated at _____, this _____ day of _____ 201____.

Name of Individual Creditor (Please print)

Signature of Individual Creditor

Signature of Witness

- OR -

Name of Corporate Creditor (Please print)

Signature of Corporate Creditor

Signature of Witness

Name and Title of Signing Officer (Please print)

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL OF NEXT WOOD INC.**

PROPOSAL

Next Wood Inc. (“**Next Wood**” or the “**Company**”), the above named Debtor, hereby submits the following Proposal under the *Bankruptcy and Insolvency Act (Canada)*, R.S.C. (1985), c.B-3, as amended.

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PART I– INTERPRETATION

Definitions

1. In this Proposal, capitalized terms shall have the following meanings:
 - (a) “**Act**” means the *Bankruptcy and Insolvency Act* (Canada), R.S.C. (1985), c.B-3, as it may be amended from time to time;
 - (b) “**Administrative Fees and Expenses**” means:
 - (i) The proper fees and expenses of the Proposal Trustee, including their legal fees and disbursements; and
 - (ii) The legal and consulting fees and disbursements of Next Wood and its counsel on and incidental to the making of this Proposal both before and after the Filing Date, including, but not limited to, review of the financial affairs of Next Wood, advice with respect to the Proposal process and alternatives thereto, negotiations with creditors in connection with the Proposal; drafting and preparation of the Proposal documents and incidental documents; and advice concerning the transactions and agreements contemplated hereby and the work done towards the implementation thereof, including advice on all such matters.
 - (c) “**Approval Order**” means an order of the Court approving the 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;
 - (d) “**Assets**” means all or substantially all of the assets of Next Wood;
 - (e) “**Business Day**” means any day other than a Saturday or a Sunday or a day observed as a public holiday under the laws of the Province of Ontario or the federal laws of Canada applicable therein;
 - (f) “**Claim**” means any claim provable under the Act which is secured or unsecured and specifically includes any indebtedness, liability, action, cause of action, suit, debt, due, accrual, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever of Next Wood to any person, whether liquidated, unliquidated, fixed, contingent, matured, legal, equitable, secured, unsecured, present, future, known or unknown, and whether by guarantee, surety or otherwise, incurred or arising or relating to the period prior to the Filing Date;
 - (g) “**Closing**” means the day on which the Proposed Transaction is completed;
 - (h) “**Court**” means the Ontario Superior Court of Justice;



- (i) “**Creditor(s)**” means any person or persons who holds one or more valid Claims which have not been finally and conclusively disallowed;
- (j) “**Creditors’ Meeting**” means the meeting of the Creditors called for the purpose of considering and voting upon the Proposal;
- (k) “**Creditors’ Meeting Date**” means such date and time as may be called by the Proposal Trustee, but in any event shall be no later than twenty-one (21) days following the filing of this Proposal with the Official Receiver;
- (l) “**Crown Claim**” means all amounts of a kind that could be subject to a demand under subsection 224(1.2) of *the Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.)(the “**ITA**”), as amended or under any substantially similar provision of provincial legislation and that were outstanding at the time of the Filing Date;
- (m) “**Effective Date**” means the date on which the transactions and agreements provided for in this Proposal become effective, which date shall be no later than the later of the:
 - (i) Approval Order;
 - (ii) Closing; and
 - (iii) Next Wood’s payment of the Funds to the Proposal Trustee.
- (n) “**Event of Default**” has the meaning given to it in Part VI of this Proposal;
- (o) “**Filing Date**” means the date on which the Notice of Intention to Make a Proposal was filed with the Office of the Superintendent in Bankruptcy, namely April 14, 2014;
- (p) “**Funds**” means the monies paid to the Proposal Trustee as defined in PART III of this Proposal;
- (q) “**Mandatory Payment**” means a payment that Next Wood is required to make in order to comply with provisions of the Act and specifically include:
 - (i) a Crown Claim payable as of the Filing Date; and
 - (ii) amounts payable to former or current employees of Next Wood to the extent such claims are required to be paid by Subsection 60(1.3) of the Act;
- (r) “**Official Receiver**” shall have the meaning ascribed thereto in the Act;
- (s) “**Post Filing Goods and Services**” means in respect of this Proposal the goods supplied, services rendered and other consideration given to Next Wood subsequent to the Filing Date;

- (t) **“Preferred Creditor”** means any Creditor whose claim has not been finally and conclusively disallowed and who is entitled to receive payment of any amount owed to it in priority to Unsecured Creditors but after Secured Creditors, as provided in section 136 of the Act;
- (u) **“Proof of Claim”** shall mean the proof of claim required by the Act to be mailed to each known Creditor prior the meeting of the Creditors;
- (v) **“Proposal”** means this Proposal made pursuant to the Act, as further amended or supplemented from time to time;
- (w) **“Proposal Trustee”** means Richter Advisory Group Inc., in its capacity as Proposal Trustee in these proceedings;
- (x) **“Proposed Transaction”** means a transaction in connection with the sale of certain, or all, of the Assets, as it may be amended or revised from time to time;
- (y) **“Proven Claim”** of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the Act;
- (z) **“Secured Creditor”** means a person:
 - (i) who is a secured creditor under the Act;
 - (ii) holding a valid mortgage, hypothec, pledge, charge, lien chattel lease or privilege on or against the property of Next Wood or any part thereof as security for a Claim; and
 - (iii) whose Claim has not been finally and conclusively disallowed;
- (aa) **“Unsecured Creditor”** means a person:
 - (i) who is an unsecured creditor under the Act;
 - (ii) with a Claim;
 - (iii) whose Claim has not been finally and conclusively disallowed;
 - (iv) whose Claim is not contingent or unliquidated and found by the Proposal Trustee or the Court (as may be applicable) not to be provable; and
 - (v) for greater certainty shall include the unsecured portion of any Claim held by a Secured Creditor.

Articles of Reference

2. The terms “hereof”, “hereunder” and similar expressions refer to the Proposal and not any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental hereto. In the Proposal, a reference to an article, section,



subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

Headings

3. 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.

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 in the Province of Ontario, 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 have the meanings assigned to them in accordance with Canadian generally accepted accounting principles.

Time

6. All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

Numbers and Genders

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

Currency

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

Statutory References

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



Successors and Assigns

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

PART II- GENERAL INTENT OF PROPOSAL

Effect of Proposal

11. Next Wood seeks, by this Proposal, to settle or provide for the payment of its outstanding obligations to the Creditors in order to facilitate a restructuring of its operations, through a sale of its business and/or Assets.
12. This Proposal will, as of the Effective Date be binding, according to the terms stated herein, on Next Wood and on all Creditors.

Secured Creditors

13. For so long as an Event of Default has not occurred as defined herein or, having occurred has not been rectified, all agreements or other arrangements with Secured Creditors entered into before the Filing Date shall be paid in accordance with the present agreements or other arrangements between Next Wood and the Secured Creditors.

Post Filing Goods, Services and Operations

14. All Post Filing Goods and Services shall be paid in full in the ordinary course by Next Wood and shall not be compromised or affected hereby, other than Administrative Fees and Expenses and other amounts which are specifically required to be paid out of the Funds.

Conditions Precedent

15. As provided for in the Act, the arrangements and/or transactions set out in this Proposal will not take effect unless the conditions set forth below are substantially satisfied on or before the Effective Date:
 - (a) all approval and consents to this Proposal that may be required have been obtained;
 - (b) the Approval Order has been issued and the time for bringing any appeal therefrom has expired;
 - (c) the Proposed Transaction has closed; and
 - (d) Next Wood has paid the Funds to the Proposal Trustee.

PART III – PROPOSAL FUND

The Funds

16. The Funds will be comprised of all of Next Wood's cash flow generated by the Company's operations (including, without limitation, proceeds from the sale of the Assets and the collection of accounts receivable) net of any amounts thereof used by the Company in the ordinary course of its business including, but not limited to, the payment of employee compensation, rent and applicable taxes.

Distribution of the Funds

17. After satisfaction of the Secured Creditor Claims, the Funds shall be distributed by the Proposal Trustee to the Creditors in accordance with their respective priorities under and in accordance with the Act and in the following order of priority:
- (a) Administrative Fees and Expenses;
 - (b) Mandatory Payments;
 - (c) Preferred Creditors; and
 - (d) Unsecured Creditors.
18. Payments by the Proposal Trustee under this Proposal shall be made pursuant to PART IV herein.

PART IV – PAYMENT OF CREDITOR CLAIMS AND OTHER ITEMS

Payment of Administrative Fees and Expenses

19. Administrative Fees and Expenses will be paid out of the Funds in priority to all Claims to be paid out of the Funds. The Administrative Fees and Expenses shall form a first charge on the Funds and the Assets, and shall be paid to the Proposal Trustee and through the Proposal Trustee to others entitled to such fees and expenses on the Effective Date. Fees shall be based upon time spent at standard billing rates. Disbursements and expenses will be paid in addition to the Proposal Trustee's fees as indicated above.

Payment of Mandatory Payments

20. Mandatory Payments not made prior to the Effective Date shall be paid in full out of the Funds immediately after the payment of Administrative Fees and Expenses and before any other Claims.

Payment of Crown Claims

21. Next Wood shall pay to Her Majesty in right of Canada and in right of Ontario all amounts of a kind which may have accrued to the Effective Date and which could be



subject to a demand under subsection 224(1.2) of the ITA or any substantially similar provision of Ontario legislation and Next Wood shall otherwise keep any other such payments current. For greater certainty, all such amounts which shall have accrued or come due as of the Effective Date are deemed to be Mandatory Payments.

22. Next Wood shall pay in full all Claims of her Majesty in right of Canada or a province of a kind that could be subject to a demand under subsection 224(1.2) of the ITA or under any substantially similar provision of provincial legislation and that were outstanding as of the Effective Date, and, for greater certainty, all such amounts shall be deemed to be Mandatory Payments.

Payment of Preferred Claims

23. Preferred Claims, including employee claims, without interest and after payment of Administrative Fees and Expenses, are to be paid out of the Funds in full in priority to all Claims of Unsecured Creditors.

Payment of Unsecured Claims

24. After payment by the Proposal Trustee of all amounts payable to prior ranking claims, the remainder of Funds shall be distributed to the Unsecured Creditors at such times, if any, as the Proposal Trustee shall determine in consultation with the Inspectors. All dividends to proven Unsecured Creditors shall be paid on a pro rata basis.

Proof of Claim

25. Creditors shall file only one Proof of Claim each. Only Creditors filing valid Proofs of Claim will be entitled to vote and to receive payment under this Proposal.

Allowance or Disallowance of Claims by the Proposal Trustee

26. Upon receipt of a completed Proof of Claim, the Proposal Trustee shall examine the Proof of Claim and shall deal with each claim in accordance with the provisions of the Act. The procedure for valuing Claims of Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the Act. Next Wood and/or the Proposal Trustee reserve the right to seek the assistance of the Court in valuing the Claim of any Unsecured Creditor, if required, to ascertain the result of any vote on the Proposal or the amount payable or to be distributed to such Unsecured Creditor under the Proposal, as the case may be.

PART V-- EFFECT OF PAYMENT

27. By accepting this Proposal, the Creditors accept the payments provided for in this Proposal in complete satisfaction of and substitution for all their Claims and all liens, certificates of pending litigation, executions or any other similar charges or actions or proceedings in respect of such Claims and same will have no effect in law or in equity against the property, assets and undertaking of Next Wood.

28. Upon the (i) approval of the Proposal by the Creditors and the Court, (ii) the passing of the Effective Date, (iii) the closing of the Proposed Transaction, and (iv) the making of all payments provided for in the Proposal:
- (a) the Proposal will be considered to be completely performed by Next Wood;
 - (b) any and all claims of the Creditors in law or in equity against Next Wood, including its present and former property, assets, undertakings if any, liens, certificates of pending litigation, executions or other similar charges or actions, will be discharged, dismissed or vacated without costs; and
 - (c) any and all claims or actions of the Creditors against the directors of Next Wood that arose before the Filing Date and that relate to the obligations of the corporation where the directors are by law liable in their capacity as directors for payment of such obligations, will be discharged, dismissed or vacated, in accordance with Section 50 of the Act.

Certificate of Full Performance

29. Upon completion of the distribution by the Proposal Trustee of any funds provided for in the Proposal in accordance with paragraph 28 and the Act, this Proposal shall have been fully performed and the Proposal Trustee shall issue to Next Wood the certificate referred to in section 65.3 of the BIA.

Discharge of Trustee

30. Upon distribution by the Proposal Trustee of the Funds to the Creditors, the Proposal Trustee shall have discharged its duties as Proposal Trustee, the Proposal shall be fully performed and the Trustee shall be entitled to apply for its discharge as Proposal Trustee hereunder.
31. The Proposal Trustee is acting solely in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any liabilities or obligations in connection with the Proposal or in respect of the business or obligations of Next Wood and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute wilful misconduct or gross negligence.

PART VI-- EVENTS OF DEFAULT AND ANNULMENT

Events of Default

32. Non-payment of the amounts required to be paid under this Proposal or the Act shall constitute an Event of Default for the purposes of Section 63 of the Act and otherwise under this Proposal.



Annulment

33. If this Proposal is annulled by an order of the Court, all security documents, agreements and other arrangements with Secured Creditors that existed before approval of this Proposal, will be deemed to continue in full force and effect, as if this Proposal had been rejected at the Creditors' Meeting; provided, however, that all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of Creditors.

PART VII – PROPOSAL TRUSTEE

34. Richter Advisory Group Inc. shall be the Proposal Trustee under this Proposal and the Funds shall be paid over to the Proposal Trustee who shall make the payment of all amounts payable out of the Funds in accordance with the terms of this Proposal.
35. The Proposal Trustee shall have all the rights and powers accorded under the Act, as they may be applicable, including, but not limited to, the power to disallow Claims.
36. Richter Advisory Group Inc. is acting solely in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of Richter Advisory Group Inc. shall incur any obligations or liabilities in connection with this Proposal or in respect of the business or liabilities of Next Wood.
37. Any payments made by the Proposal Trustee to Creditors hereunder shall be made by the Proposal Trustee net of any levies payable or due under the Act.

PART VIII – MEETING OF CREDITORS

Creditors' Meeting


38. On the Creditors' Meeting Date, Next Wood shall hold the Creditors' Meeting in order for the Creditors to consider and vote upon this Proposal.

Time and Place of Creditors' Meeting

39. Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Proposal Trustee, and confirmed in its notice of meeting to be mailed pursuant to the Act.

Conduct of Creditors' Meeting

40. The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the Secured Creditors and their respective legal counsel, if any, and the officers, directors, auditors and legal counsel of Next Wood, together with such representatives of the Proposal Trustee as the Proposal Trustee may appoint in its discretion, and such scrutineers as may be duly



appointed by the chair of such meeting. Any other person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Creditors.

Adjournment of Meetings

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

Voting by Creditors

42. To the extent provided herein, each Creditor will be entitled to vote to the extent of the amount that is equal to the Creditor's Claim.

Approval of Creditors

43. In order for the Proposal to be binding on all of the Creditors of Next Wood in accordance with the BIA, it must be accepted by a majority in number, representing two-thirds in value of the Creditors who actually vote on the Proposal (in person, by proxy or by voting letter).

PART IX - INSPECTORS

44. At the Creditors' Meeting held to consider this Proposal, the Unsecured Creditors will be entitled to appoint one or more, but not exceeding five (5) inspectors in total. The inspectors will have the following powers, but shall have no personal liability to Next Wood or to other Creditors:
- (a) the power to extend the dates of payments provided under this Proposal;
 - (b) the power to waive any default in the performance of any provision of this Proposal;
 - (c) advising the Proposal Trustee in respect of such matters as the Proposal Trustee may refer to the Inspectors, if any; and
 - (d) advising the Proposal Trustee concerning any dispute that may arise as to the validity of Claims of Creditors under this Proposal including the settlement of same.

PART X - MISCELLANEOUS

Modifications of Proposal

45. Next Wood, with the consent of the Proposal Trustee, may propose an alteration or modification to the Proposal prior to the conclusion of the Creditors' Meeting called to consider the Proposal.



Non Severability

46. It is intended that all provisions of this Proposal shall be fully binding on and effective between all persons named or referred to in this Proposal and in the event that any particular provision or provisions of this Proposal is or are to be void, voidable or unenforceable for any reason whatever, then the remainder of this Proposal and all other provisions shall be void and of no force or effect.

Applicable Law

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

Binding Effect

48. The provisions of this Proposal will be binding on the Creditors of Next Wood, and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Approval Order.

[Signature page follows]

A handwritten signature in the bottom right corner of the page, consisting of a stylized, cursive script.

Dated at Vaughan this 14th day of May, 2014.

NEXT WOOD INC.

Per:

Name: Daryl Logan

Title: President

A handwritten signature in cursive script, appearing to read "Daryl Logan", is written over a horizontal line. The signature is fluid and somewhat stylized.