

CANADA

**SUPERIOR COURT**  
**Commercial Division**

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C. c. C-36)

N°: 500-11-058602-208

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**IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, c. C-36, AS AMENDED:**

**MAGASIN LAURA (P.V.) INC. /  
LAURA'S SHOPPE (P.V.) INC.**

**Applicant**

**-and-**

**KPMG INC.**

**Monitor**

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**APPLICATION FOR AN ORDER AUTHORIZING THE FILING OF A PLAN OF  
COMPROMISE AND ARRANGEMENT, THE CALLING OF A CREDITORS'  
MEETING AND EXTENDING THE STAY OF PROCEEDINGS**  
(Sections 4, 9, 11 and 22 of the *Companies' Creditors Arrangement Act*,  
R.S.C. 1985, c. C-36)

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**TO THE HONOURABLE JUSTICE MARIE-ANNE PAQUETTE OF THE SUPERIOR  
COURT, SITTING IN THE COMMERCIAL DIVISION, IN AND FOR THE DISTRICT  
OF MONTREAL, THE APPLICANT RESPECTFULLY SUBMITS AS FOLLOWS:**

**I. INTRODUCTION**

1. On July 31, 2020, this Honourable Court issued a First-Day Initial Order, and on August 10, 2020, an Amended and Restated Initial Order (collectively the "**Initial Order**"), extending protection to Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc. ("**Laura**" or the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").
2. Pursuant to the Initial Order, KPMG Inc. was appointed as monitor of the Applicant (the "**Monitor**") and a stay of proceedings (the "**Stay of Proceedings**") was ordered until September 25, 2020, and thereafter further extended on a number of occasions, the latest until April 30, 2021 (the "**Stay Period**").
3. Additionally, on August 28, 2020, this Honourable Court issued an order, *inter alia*, establishing a claims bar date of October 5, 2020 (subject to certain variations) for filing

proofs of claim with the Monitor and approving the procedure for dealing with such proofs of claim (the “**Claims Procedure Order**”).

4. Subsequent to the Claims Procedure Order, the Court authorized the Monitor, under certain circumstances, to accept proofs of claims of employees and other creditors filed after the Claims Bar Date.
5. The present Application seeks an order from the Court:
  - (a) authorizing the filing of the Applicant’s Plan of Compromise and Arrangement under the CCAA produced herewith as **Exhibit P-1** (the “**Plan**”);
  - (b) authorizing the calling and conducting of a meeting of creditors for the purposes of voting on the Plan by videoconference;
  - (c) extending the Stay of Proceedings until May 31, 2021; and
  - (d) granting such other and further relief as the Court deems appropriate.
6. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

## **II. PLAN OF COMPROMISE AND ARRANGEMENT**

7. The Applicant has developed the Plan with the assistance of its advisors and the Monitor.
8. The implementation of the Plan is subject to occurrence or waiver by May 31, 2021, or such later date as may be ordered by the Court, of the Plan Conditions, which include obtaining (i) the approval of the Plan by Resolution of the Required Majorities, and (ii) a final Sanction Order containing the declarations and orders outlined in Section **8.1(b)(ii)** of the Plan.
9. In particular, and as further detailed therein, the Plan provides, *inter alia*, for:
  - (a) the inclusion of the Applicant’s Affected Creditors in one class of creditors;
  - (b) the distribution of \$750,000 (the “**Plan Distribution**”) to the Affected Creditors, in accordance with the terms of the Plan;
  - (c) the release of all Affected Claims against the Applicant and its directors, officers and employees to the extent provided under the CCAA; and
  - (d) the waiver and renunciation by members of the therein defined Fisher Group of their right to make a Claim in the Plan.
10. The Plan is not addressed to holders of Unaffected Claims, which include Ordinary Course Post-Filing Claims, BMO Claims, Administration Claims, Gift Card Claims, Crown Priority

Claims, Section 6(5) Claims, Section 19(2) Claims, Secured Claims, Fisher Group Claims and Key Supplier Claims (all as defined in the Plan) and, accordingly, Unaffected Claims shall not be released as a result of the Plan.

11. The amount of the Plan Distribution takes into account the incredible challenges the Applicant has faced, and shall continue to face, resulting from the Covid-19 pandemic and was arrived at in consultation with its operating lender, Bank of Montreal (the “**Bank**”). The Bank has agreed, in the forbearance agreement in force between the parties, that the Applicant may make a Plan Distribution of an amount not to exceed \$750,000.

### **III. CREDITORS’ MEETING**

12. The Monitor has taken the steps necessary to implement the claims process pursuant to the Claims Procedure Order.
13. The Applicant wishes to hold a creditors’ meeting by videoconference by April 30, 2021, or such later date within thirty (30) days following such date as may be determined by the Applicant, in consultation with the Monitor, for the purposes of voting on the Plan and, if the Plan is accepted by the required majority of Affected Creditors, it shall present an application to sanction the Plan.
14. Accordingly, the Applicant respectfully requests that this Honourable Court issue an order pursuant to which a meeting of creditors can be called and conducted.
15. In preparation for such Creditors’ Meeting, the following draft materials have been prepared:
  - (a) a notice of the Creditors’ Meeting, including notice of the date of the sanction hearing, if the Plan is approved, a copy of which is communicated herewith as **Exhibit P-2**
  - (b) a resolution providing for the approval of the Plan, a copy of which is communicated herewith as **Exhibit P-3**;
  - (c) a proxy form, including instructions explaining to Affected Creditors how to complete same, a copy of which is communicated herewith as **Exhibit P-4**;
  - (d) a registration form required to be completed by the Affected Creditors in order to attend virtually the Creditors’ Meeting, a copy of which is communicated herewith as **Exhibit P-5**; and
  - (e) a letter from the Applicant, a copy of which is communicated herewith as **Exhibit P-6**.

**IV. EXTENSION TO THE STAY OF PROCEEDINGS**

16. In order to give the Applicant sufficient time to obtain a final Sanction Order following the Creditors' Meeting in the event that the Plan is approved by the Required Majorities, the Applicant seeks an extension of the Stay of Proceedings until May 31, 2021.

**FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:**

**GRANT** the present Application;

**ISSUE** the *Order Authorizing the Filing of the Plan of Compromise and Arrangement, the Calling of a Creditors' Meeting and Extending the Stay of Proceedings* pursuant to the *Companies' Creditors Arrangement Act* substantially in the form of the draft Order produced herewith as **Exhibit P-7**;

**THE WHOLE** without costs, save and except in the event of contestation.

MONTREAL, March 26, 2021

A handwritten signature in blue ink, reading "Fishman Flanz Meland Paquin".

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**FISHMAN FLANZ MELAND PAQUIN LLP**  
Attorneys for Applicant

CANADA

**SUPERIOR COURT**  
**Commercial Division**

PROVINCE OF QUÉBEC  
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**Applicant**

**-and-**

**KPMG INC.**

**Monitor**

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**AFFIDAVIT**

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I, the undersigned, **KALMAN FISHER**, businessman, having a place of business at 3000 Le Corbusier boulevard, Laval, Québec, solemnly affirm that:

1. I am the President of the Applicant; and
2. All of the facts alleged by the Applicant in the present *Application for the Filing of the Plan of Compromise and Arrangement, the Calling of a Creditors' Meeting and Extending the Stay of Proceedings* which do not appear of record in this Court file are true and correct.

**AND I HAVE SIGNED:**

*Kalman Fisher*

---

**KALMAN FISHER**

**SOLEMNLY AFFIRMED** before me,  
by videoconference, at the City of  
Montreal, Province of Québec, this 26<sup>th</sup>  
day of March, 2021.

*H. Bouthillette*



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**Commissioner of Oaths for Quebec**

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**Applicant**

**-and-**

**KPMG INC.**

**Monitor**

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**NOTICE OF PRESENTATION**

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**TO: SERVICE LIST**

**TAKE NOTICE** that the *Application for the Filing of the Plan of Compromise and Arrangement, the Calling of a Creditors' Meeting and Extending the Stay of Proceedings* will be presented for adjudication before the Honourable Marie-Anne Paquette, J.S.C., on April 1, 2021, at 10:00am by videoconference Microsoft Teams in room 16.03, the Microsoft Teams link for which can be found at the following link: :

<b>16.03</b>	<p><b><u><a href="#">Rejoindre la réunion Microsoft Teams</a></u></b> <a href="#">+1 581-319-2194</a> Canada, Quebec (Numéro payant) <a href="#">(833) 450-1741</a> Canada (Numéro gratuit) ID de conférence : 520 962 034# <a href="#">Numéros locaux</a>   <a href="#">Réinitialiser le code confidentiel</a>   <a href="#">En savoir plus sur Teams</a>   <a href="#">Options de réunion</a> Rejoindre à l'aide d'un dispositif de vidéoconférence <a href="mailto:teams@teams.justice.gouv.qc.ca">teams@teams.justice.gouv.qc.ca</a> ID de la conférence VTC : 1146970467 <a href="#">Autres instructions relatives à la numérotation VTC</a></p>
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**DO GOVERN YOURSELVES ACCORDINGLY**

Montreal, March 26, 2021

  
**FISHMAN FLANZ MELAND PAQUIN LLP**  
Attorneys for Applicant

CANADA

**SUPERIOR COURT**  
**Commercial Division**

PROVINCE OF QUÉBEC  
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ARRANGEMENT ACT, R.S.C. 1985, c.  
C-36, AS AMENDED:**

**MAGASIN LAURA (P.V.) INC. /  
LAURA'S SHOPPE (P.V.) INC.**

**Applicant**

**-and-**

**KPMG INC.**

**Monitor**

---

**LIST OF EXHIBITS**

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- EXHIBIT P-1:** Applicant's Plan of Compromise and Arrangement
- EXHIBIT P-2:** Draft Notice to Creditors
- EXHIBIT P-3:** Draft Resolution
- EXHIBIT P-4:** Draft Proxy Form
- EXHIBIT P-5:** Draft Registration Form
- EXHIBIT P-6:** Draft Letter from the Applicant
- EXHIBIT P-7:** Draft Order for the Filing of the Plan of Compromise and Arrangement, the Calling of a Creditors' Meeting and Extending the Stay of Proceedings

MONTREAL, March 26, 2021

  
**FISHMAN FLANZ MELAND PAQUIN LLP**  
Attorneys for Applicant



CANADA

SUPERIOR COURT  
(Commercial Division)

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

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NO.: 500-11-058602-208

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MAGASIN LAURA (P.V.) INC. /  
LAURA'S SHOPPE (P.V.) INC.

Applicant

-and-

KPMG INC.

Monitor

---

PLAN OF COMPROMISE AND ARRANGEMENT OF:

Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc.

(March 26, 2021)

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## 1. INTERPRETATION

### 1.1. Definitions

In this Plan, unless otherwise stated or the context otherwise requires:

“**Administration Charge**” has the meaning ascribed to such term in the Initial Order;

“**Administration Claims**” means any claims or any other indebtedness owed by the Applicant to the Monitor, the Monitor’s legal counsel, the Applicant’s legal counsel, and the Monitor’s and Applicant’s respective advisers, for professional fees and disbursements directly relating to the CCAA Proceedings, the Plan and the restructuring of the Applicant. For greater certainty, an Administration Claim is an Unaffected Claim;

“**Affected Claim**” means any Claim other than an Unaffected Claim, and “**Affected Claims**” means all of them. For greater certainty, Affected Claims include, without limitation, Employee Claims, Disclaimed Lease Claims, Renegotiated Lease Claims, Restructuring Claims, Directors’ Claims and any Claim of Her Majesty the Queen in right of Canada or any Province (other than Crown Priority Claims);

“**Affected Creditor**” means a Creditor holding an Affected Claim, but only to the extent of its Affected Claim, and “**Affected Creditors**” means all of them;

“**Affected Creditors Class**” has the meaning set forth in Section 2.2 hereof;

“**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended;

“**BMO**” means Bank of Montreal, the Applicant’s operating lender;

“**BMO Claims**” means any and all Claims of BMO against the Company. For greater certainty, a BMO Claim is an Unaffected Claim;

“**Business Day**” means a day, other than a Saturday, a Sunday, or a holiday as defined in section 61 (23) of the Quebec *Interpretation Act*, CQLR c I-16);

“**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

“**CCAA Charges**” means the Administration Charge and the Directors’ Charge

“**CCAA Proceedings**” means the proceedings in respect of the Company before the Court commenced under the CCAA;

“**CCQ**” means the *Civil Code of Quebec*;

“**Certificate of Completion**” has the meaning set forth in Section **8.4** hereof;

“**Certificate of Non-Implementation**” has the meaning set forth in Section **8.3** hereof;

“**Certificate of Performance**” has the meaning set forth in Section **6.2** hereof;

“**Claim**” means any right of any Person against the Company in connection with any indebtedness, liability or obligation of any kind of the Company owed to such Person and any interest, or penalties accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including 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, which indebtedness, liability or obligation is based in whole or in part on facts existing, or transactions which occurred, prior to the Determination Date, or which would have been claims provable in bankruptcy had the Company become bankrupt on the Determination Date, and, without limitation, also includes any Employee Claim, Restructuring Claim, Disclaimed Lease Claim and Renegotiated Lease Claim, but excludes any Unaffected Claim, and “**Claims**” means all of them;

“**Claims Bar Date**” has the meaning as set forth in the Claims Procedure Order;

“**Claims Procedure Order**” means the “Claims Procedure Order” issued by the Court on August 28, 2020, establishing, among other things, procedures for proving Claims, as amended or supplemented from time to time by further Order(s) of the Court;

“**Company**” or “**Applicant**” means Magasin Laura (P.V.) Inc./Laura’s Shoppe (P.V.) Inc.;

“**Court**” means the Commercial Division of the Superior Court of Quebec for the District of Montreal;

“**Creditor(s)**” means any Person(s) having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person(s);

“**Creditors’ Meeting**” means the meeting of Affected Creditors to be convened for the purposes of voting on the Plan, or any adjournment of such meeting;

“**Crown Priority Claims**” means any Claims of Her Majesty the Queen in right of Canada or in right of any Province as described in Section 6(3) or Section 38(2) CCAA. For greater

certainty, any Claim of Her Majesty the Queen in right of Canada or in right of any Province other than Crown Priority Claims shall be an Affected Claim hereunder;

**“Determination Date”** means July 31, 2020, at 12:01 a.m.;

**“Directors”** means all of the Company’s past and present directors as well as any Persons who were or are deemed to be directors of the Company pursuant to any applicable Laws;

**“Directors’ Charge”** has the meaning ascribed to such term in the Initial Order;

**“Directors’ Claims”** means all Claims, of any nature or source whatsoever, of any of the Creditors against any or all of the Directors which arose before the Determination Date or which arose thereafter in connection with the restructuring of the Company under the CCAA, and which relate to obligations of the Company where such Directors are by law liable in their capacity as directors for payment of such obligations. Director’s Claims shall, however, exclude claims set out in Section 5.1 (2) CCAA;

**“Disallowed Claim”** means any Claim, or that portion thereof which has been revised or disallowed by the Monitor pursuant to the Claims Procedure Order or any other Order in respect of which an appeal by the Creditor has been dismissed or all appeal periods, if any, have expired;

**“Disclaimed Landlord”** means the Landlord under any Disclaimed Lease and **“Disclaimed Landlords”** means all of them;

**“Disclaimed Leases”** means each and every one of the Leases which were disclaimed or resiliated by the Company pursuant to Section 32 CCAA;

**“Disclaimed Lease Claim”** means any Proven Claim of a Disclaimed Landlord for losses incurred in relation to a Disclaimed Lease. For greater certainty, a Disclaimed Lease Claim is an Affected Claim;

**“Disputed Claim”** means a Claim or that portion thereof that is the object of a Notice of Revision or Disallowance and, in either case, has not become a Proven Claim or a Disallowed Claim;

**“Distribution Amount”** has the meaning set forth in **Section 2.4** hereof;

**“Employee”** means any current or former employee of the Company;

**“Employee Claim”** means any Claim of an Employee, including a Directors’ Claim, which may be asserted by or on behalf of an Employee, and shall include any Employee Claim arising through subrogation, but shall not include any Section 6(5) Claim. Without limitation, Employee Claims include Claims for vacation pay, termination pay and/or

severance pay in relation to any period up to the Determination Date or arising from any termination, furlough, or resignation between the Determination Date and the Meeting Date. If an Employee receives a payment under the Wage Earner Protection Program on account of an Employee Claim prior to or after the Sanction Date, Her Majesty in right of Canada shall be subrogated to the extent of that portion of the Employee Claim so paid. For greater certainty, an Employee Claim is an Affected Claim.

**“First Released Parties”** has the meaning as set forth in **Section 6.1** hereof;

**“Fisher Group”** means Kalman Fisher, 3482731 Canada Inc. and 9318-5494 Quebec Inc., and any Person who/which is, or was at any time within the 12 consecutive months immediately preceding the Determination Date, a Related Person to Kalman Fisher;

**“Fisher Group Claims”** means any Claims, including Secured Claims, for payment of any loans or advances made by any member of the Fisher Group to the Company (or its predecessor) at any time prior to the Determination Date, but excludes any claims or future claims by any member of the Fisher Group for **(i)** salary (or other remuneration), **(ii)** reimbursement of business expenses, or **(iii)** payment of principal on any loans or advances in lieu of salary (or other remuneration) or in lieu of interest. For greater certainty, Fisher Group Claims are Unaffected Claims;

**“Gift Card Claim”** means any Claim with respect to gift-cards, gift certificates, lay-away deposits and other customer certificates. For greater certainty, Gift Card Claims are Unaffected Claims;

**“Governmental Authority”** means any **(i)** multinational, national, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, board, official, minister, bureau or agency, domestic or foreign, **(ii)** subdivision, agent, commission, board or authority of any of the foregoing; or **(iii)** quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

**“Initial Order”** means the First-Day Initial Order issued by the Court on July 31, 2020, as amended and restated by the Amended and Restated Initial Order issued by the Court on August 10, 2020, and as renewed and amended thereafter by the Court from time to time under the CCAA;

**“Key Suppliers”** means the Company’s service providers, including customs brokers, freight-forwarders, transporters, logistics providers, general contractors and warehousemen who may assert a lien, legal hypothec or right of retention over goods or assets and the important suppliers of merchandise as determined by the Company and the Monitor, and



who have been advised in advance of the Creditors' Meeting that they will be Unaffected Creditors under the Plan;

**"Key Supplier Claim"** means the Claim of a Key Supplier owing as at the Determination Date, payable thereafter on terms agreed between the Company and the Key Supplier, provided that the Monitor deems the payment thereof to be reasonable and appropriate to ensure the ongoing operations of the Company and a continuous supply of essential goods or services. For greater certainty, Key Supplier Claims are Unaffected Claims;

**"Landlord"** means a landlord of a Lease with the Company as tenant;

**"Landlord Proof of Claim"** has the meaning ascribed to such term in the Claims Procedure Order;

**"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, injunctions, orders or decisions of any Governmental Authority, statutory body or self-regulatory authority, including general principles of law having the force of law and the term **"applicable"** with respect to such Laws and, in the context that refers to any Person, means such Laws as are applicable to such Person or its business, undertaking, property or securities and emanate from a Governmental Authority or self-regulatory authority having jurisdiction over the Person or its business, undertaking, property or securities;

**"Lease"** means any lease and/or other agreement for the occupancy of real and immovable property as well as all amendments thereto and renewals thereof and **"Leases"** means all of them;

**"Meeting Date"** means the date fixed for the Creditors' Meeting in accordance with the Meeting Procedure Order, or any subsequent Order, or any subsequent date following any adjournment of that meeting, as the case may be;

**"Meeting Procedure Order"** means the "Meeting Procedure Order" issued by the Court on April 1, 2021, as may be renewed and amended by the Court from time to time, under the CCAA;

**"Monitor"** means KPMG Inc., in its capacity as Monitor, as appointed by the Court pursuant to the Initial Order;

**"Notice of Revision or Disallowance"** has the meaning as set forth in the Claims Procedure Order;

**"Order"** means any order of the Court in the CCAA Proceedings;

**“Ordinary Course Post-Filing Claims”** means any and all rights of any Persons against the Company in connection with any indebtedness, liability or obligation of any kind which arose with respect to transactions which occurred after the Determination Date and any interest thereon, including without limitation any obligation of the Company towards Creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Company after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date, and **“Ordinary Course Post-Filing Claim”** means any one of them. For greater certainty, Ordinary Course Post-Filing Claims are Unaffected Claims. For greater certainty, Employee Claims, Restructuring Claims, Disclaimed Lease Claims and Renegotiated Lease Claims are not Ordinary Course Post-Filing Claims;

**“Original Currency”** has the meaning set forth in **Section 7.7** hereof;

**“Payment Date”** means a date no later than August 31, 2021, unless extended in conformity with the terms of this Plan;

**“Person”** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, trustee, executor, administrator, legal personal representative, estate, unincorporated organization, joint venture, governmental body or agency, or any other entity;

**“Plan”** means the present Plan of Compromise and Arrangement of the Company pursuant to the provisions of the CCAA, as may be amended, varied or supplemented by the Company from time to time in accordance with its terms;

**“Plan Conditions”** has the meaning set forth in **Section 8.1** hereof;

**“Plan Completion Date”** means the date on which the Distribution Amount has been distributed by the Monitor to the Affected Creditors in accordance with this Plan and the Certificate of Completion has been filed into the Court record;

**“Plan Conditions Deadline”** has the meaning set forth in **Section 8.1** hereof;

**“Proof of Claim”** has the meaning set forth in the Claims Procedure Order, and for purposes of this Plan, includes a regular Proof of Claim and a Landlord Proof of Claim;

**“Proven Claim”** means, in respect of a Creditor, the amount of the Claim of such Creditor as finally determined for distribution purposes in accordance with the provisions of this Plan, the CCAA and the Claims Procedure Order and **“Proven Claims”** means all of them;

**“Related Persons”** has the meaning set forth in Section 4 BIA;

**“Releases”** shall mean the releases granted pursuant to Section 6 of this Plan;

**“Releasees”** means collectively the First Released Parties and the Second Released Parties and any one of them;

**“Renegotiated Lease Claim”** has the meaning ascribed to that term in the Claims Procedure Order. For greater certainty, a Renegotiated Lease Claim is an Affected Claim;

**“Required Majorities”** means the affirmative vote of a majority in number of the Affected Creditors voting in the Affected Creditors Class, having Voting Claims and voting on the Plan (in person or by proxy) at the Creditors’ Meeting and representing not less than 66-2/3% in value of the Voting Claims of the Affected Creditors voting (in person or by proxy) at the Creditors’ Meeting;

**“Reserve(s)”** means the reserve(s) to be established and maintained under this Plan by the Monitor by holding from the Distribution Amount on account of Disputed Claims, an amount equal to the aggregate amount that the holders of Disputed Claims would be entitled to receive if all such Disputed Claims had been Proven Claims as of any Payment Date, as well an amount equal to the aggregate amount that is reasonably anticipated to be owing to Her Majesty in right of Canada in connection with its subrogation claim as set out in Section 2.7 of this Plan.

**“Resolution”** means, collectively, one or any of, the resolutions providing for the approval of the Plan by the Affected Creditors;

**“Restructuring Claim”** means any right or claim of any Person against the Company in connection with any indebtedness or obligation of any kind owed to such Person arising out of the Company’s disclaimer or resiliation (at any time after the Determination Date) of any leases, agreements or other contracts or the Company’s restructuring under the CCAA, and includes any right or claim resulting, directly or indirectly, from the consequences and effects of the Plan’s acceptance by the Affected Creditors, the Plan’s sanction by the Sanction Order, the Plan’s implementation and any debt forgiveness resulting from any of the foregoing; provided, however, that a Restructuring Claim shall not include an Ordinary Course Post-Filing Claim and **“Restructuring Claims”** means all of them. For greater certainty, Restructuring Claims include Disclaimed Lease Claims, Renegotiated Lease Claims and Employee Claims. For greater certainty, a Restructuring Claim is an Affected Claim;

**“Sanction Date”** means the date on which the Sanction Order is issued;

**“Sanction Order”** means the Order to be made under the CCAA sanctioning the Plan, or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or amended on appeal, in form and content which is satisfactory to the Company acting reasonably;

“**Second Released Party**” and “**Second Released Parties**” have the meanings as set forth in Section 6.2 hereof;

“**Section 6(5) Claims**” means any claim of an Employee or former Employee described in Section 6(5) CCAA but only to the extent of such amounts as required to be paid thereunder;

“**Section 19(2) Claims**” means any claim described in Section 19(2) of the CCAA in respect of which the holder of such claim has not voted in favour of the Plan in accordance with Section 19(2) of the CCAA;

“**Secured Claim**” means the Claim of a Secured Creditor, limited to the value of such Secured Creditor’s security. For greater certainty, a Secured Claim does not include any Claim of a Landlord resulting from a Lease with the Company, regardless of whether the Landlord holds any security for the Claim, and all such Claims of Landlords shall be Affected Claims under this Plan;

“**Secured Creditor**” has the meaning set forth in the CCAA, but only to the extent that such Creditor’s mortgage, hypothec, pledge, charge, lien, privilege, security interest or other rights over the property of the Company was valid, opposable, perfected, and could be set up against third parties, including a trustee to the Company’s bankruptcy, on both the Determination Date and the Claims Bar Date, failing which that Secured Creditor will be deemed to be an “unsecured creditor”, as defined in the CCAA. For greater certainty, Secured Creditor does not include any Landlord;

“**Taxes**” means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Governmental Authority, including (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, profits, windfall profits, environmental, payroll, employment, employer health, pension plan, anti-dumping, countervail, excise, severance, stamp, occupation, or premium tax, (ii) all withholdings on amounts paid to or by the relevant Person, (iii) all employment insurance premiums, Canada, Quebec and any other pension plan contributions or premiums, (iv) any fine, penalty, interest, or addition to tax, (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee, and (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;

“**Unaffected Claim**” means any right of any Person in connection with any indebtedness, liability or obligation described in Section 2.3(a) hereof.

**“Unaffected Creditor”** means a Person having an Unaffected Claim, but only in respect of such Unaffected Claim;

**“Voting Claim”** means, in respect of an Affected Creditor, the amount of such Affected Creditor’s Claim which has been accepted for voting purposes in accordance with the provisions of this Plan, the Claims Procedure Order and the CCAA and **“Voting Claims”** means all of them;

**“Wage Earner Protection Program”** means the program implemented in accordance with the WEPPA;

**“WEPPA”** means the *Wage Earner Protection Program Act*, S.C. 2005, c.47, s.1, as amended; and

**“WEPPA Claim”** means a Claim made by or on behalf of an employee of the Company under the WEPPA.

## 1.2. Interpretation

For purposes of this Plan:

- (a) any reference in this Plan to a contract, instrument, release, indenture, agreement or other document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;
- (b) any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified or supplemented;
- (c) all references to currency and to “\$”, “C\$” or “Dollars” are to Canadian dollars except as otherwise indicated;
- (d) unless otherwise specified, the words “hereof”, “herein” and “hereto” refer to this Plan in its entirety rather than to any particular portion of this Plan;
- (e) the division of this Plan into Sections and paragraphs and the insertion of captions and headings to Sections and paragraphs are for convenience of reference only and are not intended to affect the interpretation of, or to be part of this Plan;
- (f) where the context requires, a word or words importing the singular shall include the plural and vice versa and a word or words importing one gender shall include all genders;

(g) the words “includes” and “including” are not limiting; and

(h) the word “or” is not exclusive.

**1.3. Date For Any Action**

In the event that any date (including any Payment Date) on which any action (including any payment) is required to be taken under this Plan by any of the parties is not a Business Day, that action (including any payment) shall be required to be taken on the next succeeding day which is a Business Day.

**1.4. Statutory References**

Any reference in this Plan to a statute includes all regulations made thereunder and all amendments to such statute or regulations in force, from time to time, or any statute or regulations that supplement or supersede such statute or regulations.

**2. COMPROMISE AND ARRANGEMENT**

**2.1. Purpose and Effect of the Plan**

The purpose of this Plan is to provide for the full and final settlement of all Affected Claims. Except as specifically provided for in this Plan, this Plan will become effective on the Sanction Date in accordance with its terms, and the Company will be fully and finally released of all Affected Claims upon the Distribution Amount being fully paid to the Monitor as provided for in Section 2.4 hereof, and the only rights of the holders of the Affected Claims in respect of same shall be against the Distribution Amount paid to the Monitor.

The payment by the Company of the Distribution Amount to the Monitor in accordance with Section 2.4 hereof, shall constitute the full and final payment, reduction, settlement and transaction (as the latter term is envisaged by Articles 2631 to 2637 CCQ) of all of the Affected Claims of all of the Affected Creditors.

This Plan shall be binding on and enure to the benefit of the Company, the Affected Creditors, the First Released Parties, the Second Released Parties, any trustee, agent, receiver or other Person acting on behalf of any Affected Creditor and such other Persons who have received the benefit of, or are bound by any waivers, releases or indemnities hereunder.

## 2.2. Classes of Affected Claims

There shall only be one class of Affected Creditors for the purpose of voting on, and receiving distributions pursuant to this Plan, being the “**Affected Creditors Class**”.

## 2.3. Unaffected Claims

(a) This Plan does not affect the following Claims (each, an “**Unaffected Claim**” and, collectively, the “**Unaffected Claims**”), the holders of which will not be entitled to vote at the Creditors’ Meeting or receive any distributions under this Plan, namely:

- (i) Ordinary Course Post-Filing Claims;
- (ii) Administration Claims;
- (iii) Gift Card Claims;
- (iv) BMO Claims;
- (v) Crown Priority Claims;
- (vi) Section 6(5) Claims;
- (vii) Section 19(2) Claims;
- (viii) Secured Claims;
- (ix) Fisher Group Claims; and
- (x) Key Supplier Claims.

all of which will be dealt with in accordance with Section 3 hereof;

(b) Nothing in this Plan shall affect the Company’s rights and defences, both legal and equitable, with respect to any Unaffected Claim including any rights arising under or pursuant to the Claims Procedure Order or this Plan or any rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

**2.4. Distribution Amount**

By no later than August 31, 2021, unless extended pursuant to Section 2.5 hereof (the “**Payment Date**”), the aggregate amount of \$750,000 (the “**Distribution Amount**”), without any interest whatsoever thereon, shall be paid by the Company to the Monitor and shall thereafter be distributed by the Monitor, less the Reserve(s), to the Affected Creditors, on a *pro rata* basis according to the amount of their respective Proven Claims. The amounts retained as Reserve(s) will be distributed in accordance with Section 5.2 hereof.

**2.5. Extension of Payment Date**

The Payment Date may be extended by the Company with the consent of the Monitor and BMO, by an additional period not exceeding 60 days. On application by the Company or the Monitor made prior to the Payment Date or, if applicable, prior to the expiry of any extension thereof as described above, the Court may issue Orders extending (or further extending) the Payment Date for any additional period(s) deemed appropriate by the Court in the then existing circumstances.

**2.6. No Acknowledgment or Admission**

Nothing contained in this Plan shall constitute, under any circumstances whatsoever, an acknowledgment or admission by the Company as to the existence or validity of any Claims.

**2.7. WEPPA Claims**

Upon payment to an Employee under the WEPPA by Service Canada for Employment and Social Development Canada, Her Majesty in right of Canada is subrogated, to the extent of such payment, in the rights of the Employee pursuant to section 36 WEPPA. If Her Majesty in right of Canada is subrogated after the Sanction Order is granted, for the purposes of this Plan, the said subrogation shall be deemed to have existed prior to the Sanction Date.

The Monitor shall retain from the Distribution Amount and maintain in the Reserve, any amounts reasonably anticipated to be owing to Her Majesty in right of Canada as aforesaid and upon subrogation shall pay these amounts to Her Majesty in right of Canada.



### **3. TREATMENT OF UNAFFECTED CLAIMS**

#### **3.1. Treatment of Ordinary Course Post-Filing Claims**

The Ordinary Course Post-Filing Claims remain in full force and effect in accordance with their terms, and will be paid by the Company in the normal course of its business as and when they become due.

#### **3.2. Treatment of Administration Claims**

All Administration Claims, if any, will be paid in full by the Company as and when they become due, and any remaining balance will be settled as soon as practicable after the Sanction Date.

#### **3.3. BMO Claims**

BMO Claims will be dealt with as provided for under the agreements entered into or as may be hereafter entered into between the Company and BMO and are unaffected by this Plan.

#### **3.4. Treatment of Gift Card Claims**

Gift Card Claims will be honored in accordance with the terms of the relevant gift card, gift certificate, lay-away deposit or other customer certificates upon presentation of such gift card, gift certificate, lay-away deposit or other customer certificates by the holder at any of the Company's retail stores.

#### **3.5. Treatment of Certain Crown Priority Claims**

All Crown Priority Claims, if any, will be paid in full by the Company within six (6) months immediately following the Sanction Date.

#### **3.6. Treatment of Section 6(5) Claims**

All Section 6(5) Claims, if any, will be paid by the Company after the Sanction Date in such amounts as required under the CCAA. If a Section 6(5) Claim is paid to an Employee under the Wage Earner Protection Program, prior to or after the Sanction Date, Her Majesty in right of Canada shall be subrogated to the extent of such payment and shall be entitled to receive payment of the amount of the subrogated Section 6(5) Claim.

#### **3.7. Treatment of Section 19(2) Claims**

All Section 19(2) Claims, if any, will be paid by the Company as and when they become due.

### **3.8. Treatment of Secured Claims**

Secured Claims (other than pursuant to the CCAA Charges) will be dealt with as provided for under agreements entered into or as may be hereafter entered into between the Company and the relevant Secured Creditor, or as may be ordered by the Court, and are unaffected by this Plan.

### **3.9. Treatment of Fisher Group Claims**

Conditional upon the enactment of a Resolution approving the Plan, issuance of the Sanction Order and implementation of the Plan as set forth in Section 8 hereof, each member of the Fisher Group:

- (a) subordinates and postpones all of the Fisher Group Claims to and in favour of full payment of the Distribution Amount to the Monitor, such that no member of the Fisher Group shall be entitled to receive any payment from the Company on account of any of the Fisher Group Claims unless and until the full Distribution Amount shall have been paid to the Monitor as set forth in this Plan; and
- (b) waives and renounces to any right to be an Affected Creditor.

### **3.10. Treatment of Key Supplier Claims**

Key Supplier Claims will be dealt with as provided for under agreements entered into, or as may be entered into, between the Company and the relevant Key Supplier, and are unaffected by this Plan.

## **4. AFFECTED CLAIMS, CREDITORS' MEETING AND RELATED MATTERS**

### **4.1. Conversion of Affected Claims into Canadian Currency**

For the purposes of determining the value of Affected Claims denominated in currencies other than Canadian dollars for voting purposes, such Affected Claims shall be converted by the Monitor to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date.

### **4.2. Affected Claims**

Affected Creditors that have filed Proofs of Claim in accordance with the Claims Procedure Order, as thereafter modified by subsequent Orders of the Court, including the Meeting Procedure Order, shall be entitled to vote their Voting Claims in respect of the Plan, and, if their Affected Claims become Proven Claims, receive distributions in accordance herewith, all as set forth in the Claims Procedure Order and this Plan.

All amounts recognized as Voting Claims or Proven Claims shall be net of any amount that the Company is entitled to offset, recoup, compensate or otherwise apply in reduction of such amounts.

#### **4.3. Creditors' Meeting**

The Creditors' Meeting shall be held in accordance with this Plan, the Meeting Procedure Order, and any further Order which may be made from time to time for the purposes of considering and voting on the Resolution or other matters to be considered at the Creditors' Meeting.

#### **4.4. Approval by Affected Creditors**

The Company will seek approval of the Plan by the affirmative vote of the Required Majorities. The Resolution to be voted on at the Creditors' Meeting will be decided by the Required Majorities on a vote as set forth in the Meeting Procedure Order. The result of any vote will be binding on all Affected Creditors, whether or not any such Affected Creditor is present and voting (in person or by proxy) at the Creditors' Meeting.

#### **4.5. Amendment of Proofs of Claim**

Any Affected Creditor who has filed its Proof of Claim shall be entitled to amend its Proof of Claim, provided it does so at least ten (10) days prior to the Meeting Date, in order for its Proof of Claim to conform to the provisions of this Plan.

#### **4.6. Claims Bar Date**

If an Affected Creditor holding an Affected Claim has failed to file its Proof of Claim prior to the Claims Bar Date and has not been permitted to file a late claim pursuant to an Order, that Affected Creditor shall be barred from voting at the Creditors' Meeting in connection with that Affected Claim, that Affected Creditor shall have no right to receive any distributions from the Distribution Amount in connection therewith, the Company shall be released therefrom and Section 6 of this Plan shall apply to such Affected Claim.

### **5. PROCEDURE FOR RESOLVING DISTRIBUTIONS IN RESPECT OF DISPUTED CLAIMS**

#### **5.1. No Distributions Pending Allowance**

Notwithstanding any other provision of this Plan, no distributions of the Distribution Amount, including any amounts held in a Reserve, shall be made by the Monitor with respect to a Disputed Claim unless and until it has become a Proven Claim. Disputed Claims shall be dealt with in accordance with the Claims Procedure Order and this Plan.

## 5.2. **Distribution From Reserve Once Disputed Claims Resolved**

The Monitor shall maintain a Reserve from the Distribution Amount to account for, *inter alia*, the claims of the holders of Disputed Claims following the Payment Date in accordance with this Plan. To the extent that Disputed Claims become Proven Claims after any relevant Payment Date, the Monitor shall, from time to time at its sole discretion, distribute from the Reserve to the holders of such Proven Claims, the amount which they would have been entitled to receive in respect of such Proven Claims had such Claims been Proven Claims on any relevant Payment Date. To the extent that any Disputed Claim or a portion thereof has become a Disallowed Claim, then the Monitor shall, at any time which it deems appropriate in the circumstances, distribute, to the holders of Proven Claims, their *pro rata* share from the Reserve of such additional amount kept in the Reserve on account of any such Disallowed Claim.

## 6. **EFFECT OF THE PLAN AND RELEASES**

### 6.1. **Releases of the First Released Parties upon the Sanction Date**

Upon the sanction of this Plan on the Sanction Date, each of:

- (a) the Monitor and its legal counsel in the CCAA proceedings; and
- (b) the Company's legal counsel, financial advisors, consultants and agents of the Company (and their respective directors, officers and employees);

(collectively the "**First Released Parties**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Sanction Date in any way relating to, arising out of or in connection with the business and affairs of the Company, this Plan and the CCAA Proceedings, and all claims arising therefrom shall be forever waived, released and fully discharged, all to the full extent permitted by law.

### 6.2. **Releases of the Second Released Parties and Termination of the CCAA Charges upon the Filing of the Certificate of Performance**

Upon the Distribution Amount being fully remitted to the Monitor, the Monitor shall issue and file with the Court a certificate to such effect (the "**Certificate of Performance**"), and upon the issuance of same:

- (a) the Company; and
  - (b) the Directors and all present and future officers and employees of the Company,
- (each a “**Second Released Party**” and collectively the “**Second Released Parties**”)

shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person (including any Secured Creditor, except in respect of Unaffected Claims), may be entitled to assert (including any and all Claims in respect of statutory liabilities and any Directors’ Claims against Directors and all present and former officers and employees of the Company and any alleged fiduciary or other duty), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Sanction Date in any way relating to, arising out of or in connection with the business and affairs of the Company, this Plan and the CCAA Proceedings, and all claims arising therefrom shall be forever waived, released and fully discharged (other than the right to enforce the Company’s obligations under the Plan or any related document), all to the full extent permitted by law.

The CCAA Charges shall terminate upon the filing of the Certificate of Performance.

### **6.3. Final and Binding Nature of the Releases**

The Releases in favour of the First Released Parties and the Second Released Parties shall be final and binding on all Affected Creditors and their respective successors and assigns, including without limitation, any Claims resulting, directly or indirectly, from the consequences and effects relating to the acceptance of the Plan by the Affected Creditors, its sanction by the Court, or the implementation thereof. The aforesaid final and binding effect of the Plan shall operate for all legal purposes notwithstanding the timing of any ultimate distributions made by the Monitor to Creditors as contemplated hereunder.

For greater certainty, this Plan shall not affect nor impair any rights, remedies and recourses which the Company had, has or may have after the issuance of the Certificate of Performance in connection with transactions, facts or obligations existing prior to or after the Determination Date.

### **6.4. Exceptions to Releases**

Nothing set forth in Section 6.2 hereof shall:

- (a) release or discharge a Second Released Party from an Unaffected Claim;
- (b) prevent a Person from recovering an indemnity from an insurer; however, the Releases shall forever release and discharge the Releasees of all obligations to that Person or to any other Person subrogated in its rights in connection with any such insured amount;
- (c) release or discharge the Directors with respect to matters set out in Section 5.1 (2) CCAA; or
- (d) release or discharge any Person (whether or not a Director, officer or employee of the Company) other than the Company from any obligations arising from any guarantee furnished by such Person to and in favour of any Unaffected Creditor.

#### **6.5. Injunctions Related to Releases**

The Sanction Order will enjoin the prosecution by or on behalf of any Person (regardless of whether such Person is a claimant under this Plan), whether directly, derivatively or otherwise, of any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged or terminated pursuant to this Plan.

Every such Person, individually on his/her/its own behalf and on behalf of its respective representatives, predecessors, heirs, estate trustees, spouses, dependents, children, siblings, parents, administrators, executors, subsidiaries, affiliates, related companies, related trusts, franchisees, member companies, vendors, partners (whether current or former), brokers, officers, directors, shareholders, employees, attorneys, sureties, insurers, reinsurers, successors, indemnitors, indemnitees, servants, agents and assigns, as applicable, shall be permanently and forever barred, estopped, stayed and enjoined, with respect to all Claims and rights of action released under this Plan, from:

- (a) commencing, conducting or continuing in any manner, directly or indirectly, any actions, suits, demands, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Releasees and their respective representatives, predecessors, heirs, estate trustees, spouses, dependents, children, siblings, parents, administrators, executors, subsidiaries, affiliates, related companies, related trusts, franchisees, member companies, vendors, partners (whether current or former), brokers, officers, directors, shareholders, employees, attorneys, sureties, insurers, reinsurers, successors, indemnitors, indemnitees, servants, agents and assigns;
- (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing in any manner or by any means, directly or indirectly, any judgment, award, decree or order against: (i) the Releasees or the property of any of the Releasees; or (ii)

the Releasees' representatives, predecessors, heirs, estate trustees, spouses, dependents, children, siblings, parents, administrators, executors, subsidiaries, affiliates, related companies, related trusts, franchisees, member companies, vendors, partners (whether current or former), brokers, officers, directors, shareholders, employees, attorneys, sureties, insurers, reinsurers, successors, indemnitors, indemnitees, servants, agents and assigns, or the property of such persons;

- (c) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law, in civil law, or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against one or more of the Releasees or against any person who makes such a claim or might reasonably be expected to make such a claim in any manner or forum against one or more of the Releasees;
- (d) creating, perfecting, registering, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind; and
- (e) taking any actions to interfere with the implementation or consummation of this Plan.

#### **6.6. Waiver of Defaults**

From and after the Sanction Date, all Persons shall be deemed to have waived any and all defaults or occurrences of the Company then existing or previously committed by the Company, caused by the Company or arising, directly or indirectly, or non-compliance with any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, credit document, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Company arising from the Company's insolvency, the filing by the Company under the CCAA or the transactions contemplated by this Plan or otherwise, and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.

#### **6.7. Extension of Stay of Proceedings**

The Affected Creditors hereby consent to the Court's issuance of any Orders extending the stay of proceedings set forth and ordered in the Initial Order (except to the extent modified by any other Order) as may be required by the Company, in consultation with the Monitor, for any period until August 31, 2021.

## **7. PROVISIONS GOVERNING DISTRIBUTIONS**

### **7.1. Partial Distributions for Claims Allowed**

Except as otherwise provided herein or as ordered by the Court, distributions or partial distributions of the Distribution Amount shall be made by the Monitor at the time and in the manner deemed reasonable by the Monitor. For greater certainty, if deemed reasonable by the Monitor to do so, the Monitor may opt to make distributions to Affected Creditors only after the resolution of some or all Disputed Claims.

### **7.2. Currency to be used for the Distribution**

In accordance with Section 4.1, all distributions shall be made in Canadian Dollars, regardless of the currency of the Affected Claim before conversion by the Monitor.

### **7.3. Assignment of Claims**

For purposes of determining entitlement to receive a distribution pursuant to this Plan, the Company and the Monitor and each of their respective agents, successors and assigns shall have no obligation to recognize any transfer of Claims except as provided for under the Claims Procedure Order or the Meeting Procedure Order.

### **7.4. Interest on Affected Claims**

Except as specifically provided in the Plan or the Sanction Order, interest shall not be treated as accruing on account of any Affected Claims for purposes of determining the allowance and distribution of such Affected Claim. To the extent that any Proven Claim to which a distribution under this Plan relates is comprised of indebtedness and accrued but unpaid interest thereon accrued up to the Determination Date, such distribution shall, to the extent permitted by applicable Laws, be allocated for tax purposes to the principal amount of such Proven Claim (including any secured and unsecured portion(s) of the principal amount of such Proven Claim) first and then, to the extent that the consideration exceeds the principal amount of the Proven Claim, to the portion of such Proven Claim representing accrued but unpaid interest (including interest in respect of any secured portion of such Proven Claim).

### **7.5. Distributions by Monitor**

The Monitor shall make all distributions required under this Plan in accordance with the provisions of this Plan, in general, and the provisions of Section 5 and Section 7 hereof, in particular. The Monitor shall receive, without further Court approval, compensation at its standard rates from the Company for distribution services rendered pursuant to the Plan and any amount owing to the Monitor in respect of same shall constitute an Administrative Claim, and shall be unaffected by this Plan.



## 7.6. Delivery of Distributions

- (a) Subject to Section 7.3 hereof, distributions shall be made by the Monitor (i) at the addresses set forth on the Proof of Claim form filed by the Affected Creditors (or at the last known addresses of such Affected Creditors if no Proof of Claim form was filed or if the Company or the Monitor has been notified in writing of a change of address), (ii) at the addresses set forth in any written notice of address change delivered to the Monitor after the date of any related Proof of Claim, or (iii) in a registered retirement savings plan account designated by any Employee of the Company;
- (b) If any distribution to a Creditor is returned as undeliverable, no further distributions to such Creditor shall be made unless and until the Monitor is notified of the then-current address of such Creditor, at which time all missed distributions shall be made to such Creditor without interest. The Company shall make reasonable efforts to locate Affected Creditors for which distributions were undeliverable. Any claim for undeliverable distributions must be made on or before the later to occur of (i) three (3) months after the Payment Date, or (ii) three (3) months after such Creditor's Claim becomes a Proven Claim, after which date all unclaimed property shall revert to the Company free of any restrictions or claims thereon and the Claim of any Creditor with respect to such property shall be discharged and forever barred, notwithstanding any applicable Laws to the contrary.

## 7.7. No Double Recovery

The aggregate recovery on account of any Proven Claim from all sources, regardless of whether on account of a theory of primary or secondary liability, by reason of guarantee, surety, indemnity, joint and several obligation or otherwise, shall not exceed (i) 100% of the underlying indebtedness, liability or obligation giving rise to such Claim or, (ii) where the underlying indebtedness, liability or obligation giving rise to such Claim is denominated in a currency other than Canadian dollars (the "**Original Currency**"), 100% of such underlying indebtedness, liability or obligation after conversion of the value of the distributions received in Canadian dollars back to the Original Currency at the Bank of Canada noon spot rate of exchange for exchanging Canadian dollars to the Original Currency on the Determination Date.

## 7.8. Withholding Requirements

In connection with the Plan, any distribution made hereunder by the Monitor shall be made net of all applicable Taxes. Notwithstanding the foregoing, each Creditor that is to receive a distribution pursuant to the Plan remains solely and exclusively responsible for the satisfaction and payment of any Taxes imposed by any Governmental Authority (including income, withholding and other Taxes on account of such distribution). The Monitor, as

necessary, shall be authorized to take any and all actions as may be necessary or appropriate to comply with such withholding and reporting requirements. All amounts withheld on account of Taxes shall be treated for all purposes as having been paid to the Creditor in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate Governmental Authority.

## 8. **IMPLEMENTATION OF THE PLAN**

### 8.1. **Conditions Precedent to the Implementation of the Plan**

The implementation of the Plan is subject to the occurrence and/or fulfillment of each of the following conditions precedent (the “**Plan Conditions**”) on or prior to May 31, 2021 or such later date as may be agreed upon by the Company and the Monitor (the “**Plan Conditions Deadline**”), namely:

- (a) this Plan shall have been approved by Resolution enacted by the Required Majorities; and
- (b) the Sanction Order sanctioning this Plan shall have been issued, and shall either **(A)** order its provisional execution notwithstanding appeal, or **(B)** not then be subject to any appeal therefrom, and the operation and effect of the Sanction Order shall not have been stayed, reversed or amended, and shall, among other things, declare and order, substantially as hereafter set forth, that:
  - (i) this Plan, including the compromises and arrangements set out herein, is sanctioned and approved pursuant to Section 6 CCAA and, as at the Sanction Date, will be effective and will enure to the benefit of and be binding upon the Company, the Affected Creditors and all other Persons referred to in this Plan or in the Sanction Order;
  - (ii) **(A)** this Plan has been approved by the Required Majorities of Affected Creditors of the Company in conformity with the CCAA; **(B)** the Company has complied with the provisions of the CCAA and the Orders of the Court made in the CCAA Proceedings in all respects; **(C)** the Court is satisfied that the Company has neither done nor purported to do anything that is not authorized by the CCAA; and **(D)** this Plan and the transactions contemplated thereby are fair and reasonable;
  - (iii) the full and final release and discharge of the Affected Claims will be effective and will enure to the benefit of and be binding upon the Company, the Affected Creditors and all other Persons referred to in this Plan upon the issuance of the Certificate of Performance;

- (iv) the Company and the Monitor are authorized to take all steps and actions necessary to implement this Plan;
- (v) all Proven Claims determined in accordance with the Claims Procedure Order and this Plan are final and binding on the Company and all Affected Creditors;
- (vi) Any Claims for which a Proof of Claim has not been filed by the Claims Bar Date or such later date as authorized in an Order, and all Disallowed Claims shall be forever barred and extinguished;
- (vii) all distributions and payments by or at the direction of the Monitor, in each case on behalf of the Company, under the Plan are for the account of the Company and the fulfillment of its obligations under the Plan;
- (viii) the Company and the Monitor may apply to the Court for advice and directions in respect of any matters arising from or under the Plan;
- (ix) subject to payment by the Company of the Distribution Amount in accordance with this Plan, all contracts, leases, agreements and arrangements to which the Company is a party and that have not been disclaimed, terminated or repudiated pursuant to the Initial Order and/or the CCAA will be and remain in full force and effect, unamended, as at the Sanction Date, and no Person who is a party to any such contract, lease, agreement or other arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of dilution or other remedy) or make any demand under or in respect of any such contract, lease, agreement or other arrangement and no automatic termination will have any validity or effect, by reason of:
  - (A) any event that occurred on or prior to the Sanction Date and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults, events of default, or termination events arising as a result of the insolvency of the Company);
  - (B) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA; or
  - (C) any compromises or arrangements effected pursuant to this Plan or any action taken or transaction effected pursuant to this Plan;

- (x) the Releases and the injunction set forth in Section 6 hereof shall be implemented and in effect in accordance with the terms of this Plan;
- (xi) the commencement or prosecution, whether directly, derivatively or otherwise, or any demands, claims, actions, causes of action, counterclaims, suits or any indebtedness, liability, obligation or cause of action released and discharged pursuant to this Plan shall be enjoined in accordance with the terms of this Plan; and
- (xii) the stay of proceedings as set forth in Section 6.7 hereof is and shall remain in full force and effect up until and including the Sanction Date.

## 8.2. **No Waiver of Rights**

The failure to satisfy the Plan Conditions prior to the Plan Conditions Deadline may be asserted by the Company regardless of the circumstances giving rise to the failure of such Plan Conditions to be satisfied (including any action or inaction by the Company). The failure of the Company to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an on-going right that may be asserted at any time.

## 8.3. **Nullity of Plan**

In the event that the Plan Conditions have not occurred on or prior to the Plan Conditions Deadline, and that, as a result, the payment of the Distribution Amount has not been made in accordance with this Plan, the Monitor shall issue and file with the Court a certificate to such effect (the “**Certificate of Non-Implementation**”).

The filing of such Certificate of Non-Implementation shall result in the Affected Claims not being released or settled, and shall remain owing by the Company and neither the Company, the Affected Creditors, the Monitor nor any other Person affected by this Plan shall be bound, obliged or affected by any of the provisions of this Plan.

## 8.4. **Certificate of Completion**

Following the distribution of the Distribution Amount by the Monitor to the Affected Creditors in accordance with this Plan, the Monitor shall issue and file with the Court a certificate to such effect (the “**Certificate of Completion**”).

## **9. MISCELLANEOUS**

### **9.1. Confirmation of Plan**

Upon the issuance of the Certificate of Performance, this Plan shall be fully binding upon the Company, the Affected Creditors and any and all other Persons affected by the provisions of this Plan as well as each of their respective successors and assigns.

### **9.2. Paramountcy**

From and after the Sanction Date, any conflict between this Plan and/or the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, and/or indenture, trust indenture, loan agreement, commitment letter, agreement for sale, the by-laws of the Company, lease or other agreement, undertaking or any other source of obligations, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and the Company as at the Sanction Date Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order, which shall take precedence and priority. For greater certainty, all Affected Creditors shall be deemed irrevocably for all purposes to consent to all transactions contemplated in and by this Plan.

### **9.3. Modification of the Plan**

The Company:

- (a)** in consultation with the Monitor and BMO, and in accordance with the Creditors' Meeting Order, reserves the right to file any modification of, or amendment or supplement to, this Plan by way of supplementary plan or plans of reorganization, compromise or arrangement (or any one or more thereof) at or before the Creditors' Meeting, in which case any such supplementary plan or plans of reorganization, compromise or arrangement (or any one or more thereof), shall, for all purposes, be and be deemed to form part of and be incorporated into this Plan. The Company shall file any supplementary plans with the Court as soon as practicable. The Company shall give notice to Affected Creditors of the details of any such modification, amendment or supplement at the Creditors' Meeting prior to the vote being taken to approve this Plan. The Company may give notice of a proposed modification, amendment or supplement to this Plan at or before the Creditors' Meeting by notice which shall be sufficient if given to those Affected Creditors present at such meeting in person or by proxy; and/or
- (b)** after the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Company, in consultation with the Monitor and BMO, at any time and from time to time, and in accordance with the Creditors' Meeting

Order, may vary, amend, modify or supplement this Plan, (except to reduce the Distribution Amount or extend the Payment Date other than as expressly provided herein), without the need for obtaining an Order of the Court or providing notice to the Affected Creditors if the Monitor determines that such variation, amendment, modification or supplement would not be materially prejudicial to the interests of the Affected Creditors under this Plan or the Sanction Order and is necessary in order to give effect to the substance of this Plan or the Sanction Order. All of the foregoing shall not require any further vote or approval by the Affected Creditors or any approval by the Court.

#### **9.4. Deeming Provisions**

In this Plan, any deeming provisions are not rebuttable and are conclusive and irrevocable.

#### **9.5. Sections 38 and 95 to 101 BIA and Articles 1631 to 1636 CCQ**

Upon the filing of the Certificate of Performance, neither the Monitor, any Creditor (whether an Affected Creditor or an Unaffected Creditor), nor any other Person shall be entitled to exercise any right, remedy or recourse, or to commence any action, motion, application or any other proceeding against the Company, any member of the Fisher Group, any Creditor or any other Person in relation to the Company, based on Section 38 BIA, Sections 95 to 101 BIA, Articles 1631 to 1636 CCQ, or any similar or comparable legislative provisions in any other statute.

#### **9.6. Responsibilities of the Monitor**

The Monitor is acting in its capacity as monitor in the CCAA Proceedings with respect to the Company and not in its personal or corporate capacity and will not be responsible or liable for any responsibilities or obligations of the Company under this Plan or otherwise, including with respect to the receipt of the Distribution Amount by the Company, the creation of the Reserve(s) from the Distribution Amount in accordance with this Plan, or the subsequent distribution of the Distribution Amount or any amounts held in the Reserve, towards any Creditor or any other Person pursuant to the Plan. The Monitor will have the powers and protections granted to it by this Plan, the CCAA, the Initial Order, the Claims Procedure Order, the Meeting Procedure Order, the Sanction Order and any other Orders.

#### **9.7. Liability Limitations**

The Monitor, the Company and their respective legal counsel and other professional advisors, shall not be liable to any Person for any act or omission in connection with, or arising out of, the CCAA Proceedings, the Plan, the pursuit of sanctioning of the Plan, the consummation and implementation of the Plan or the administration of the Plan or the funds to be distributed under the Plan, except for their own wilful misconduct or gross negligence.

## 9.8. Notices

- (a) Any notices or communication to be made or given hereunder to the Company or the Monitor shall be in writing and shall refer to this Plan and may, subject as hereinafter provided, be made or given by personal delivery, by courier, by prepaid mail, by fax or by e-mail, addressed to the respective parties as follows:

- (i) if to the Company:

**LAURA'S SHOPPE (P.V.) INC.**

2955 Jules-Brillant  
Laval, Quebec  
H7P 6B2

**Attention:** Kalman Fisher and Josh Fisher

**E-Mails:** [kfisher@laura.ca](mailto:kfisher@laura.ca)  
[josh.fisher@laura.ca](mailto:josh.fisher@laura.ca)

**Fax:** (450) 973-6099

with copy to:

**FISHMAN FLANZ MELAND PAQUIN, L.L.P.**

1250 René-Levesque Blvd., West  
Suite 4100  
Montreal, Quebec  
H3B 4W8

**Attention:** Mark E. Meland and Tina Silverstein

**E-Mail:** [mmeland@ffmp.ca](mailto:mmeland@ffmp.ca)  
[tsilverstein@ffmp.ca](mailto:tsilverstein@ffmp.ca)

**Fax:** (514) 932-4170

- (ii) if to the Monitor:

**KPMG LLP**

KPMG Tower  
600 De Maisonneuve Blvd., West  
Suite 1500  
Montreal, Quebec  
H3A 0A3

**Attention:** Dev Coossa and Maxime Codere

**E-Mail:** [dcoossa@kpmg.ca](mailto:dcoossa@kpmg.ca)

[mcodere@kpmg.ca](mailto:mcodere@kpmg.ca)  
[laura@kpmg.ca](mailto:laura@kpmg.ca)  
**Fax:** (514) 840-2121

with copy to:

**STIKEMAN ELLIOTT LLP**  
1155 René-Levesque Blvd., West  
41<sup>st</sup> Floor  
Montreal, Quebec  
H3B 3V2

**Attention:** Guy Martel and Danny Duy Vu  
**E-Mail:** [gmartel@stikeman.com](mailto:gmartel@stikeman.com)  
[ddvu@stikeman.com](mailto:ddvu@stikeman.com)  
**Fax:** (514) 397-3222

or to such other address as any party may from time to time notify the others in accordance with this Section 9.8. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery, fax or e-mail and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been given or made. All such notices and communications shall be deemed to have been received, in the case of notice by delivery, fax or e-mail prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and, in the case of notice mailed as aforesaid, on the fourth Business Day following the date on which such notice or other communication is mailed. The unintentional failure by the Company or the Monitor to give any notice contemplated hereunder to any particular Creditor shall not invalidate this Plan or any action taken by any Person pursuant to this Plan.

- (b) Any notices or communication to be made or given hereunder by the Monitor or the Company to a Creditor may be sent by fax, e-mail, ordinary mail, registered mail, courier or facsimile transmission to the e-mail address, address or fax number specified by such Creditor in its Proof of Claim, or in any subsequent written notice of change of address given to the Monitor. A Creditor shall be deemed to have received any document sent pursuant to this Plan four (4) Business Days after the document is sent by ordinary or registered mail and on the Business Day immediately following the day on which the document is sent by courier, fax or e-mail.



**9.9. Severability of Plan Provisions**

If, prior to the Sanction Date, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Company which request shall be made in consultation with the Monitor, shall have the power to either:

- (a) sever such term or provision from the balance of this Plan and provide the Company with the option to proceed with the implementation of the balance of this Plan as of and with effect from the Sanction Date; or
- (b) alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted.

Notwithstanding any such severing, holding, alteration or interpretation, and provided the Company proceeds with the implementation of this Plan, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such severing, holding, alteration or interpretation.

**9.10. Revocation, Withdrawal or Non-Consummation**

The Company, upon consultation with the Monitor, reserves the right to revoke or withdraw this Plan at any time prior to the Sanction Date and to file subsequent plans of arrangement and compromise. If the Company revokes or withdraws this Plan, or if the Sanction Order is not issued:

- (a) this Plan shall be null, void and inoperative in all respects;
- (b) any Claim, any settlement or compromise embodied in this Plan (including the fixing or limiting of any Claim to an amount certain), assumption or termination by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null, void and inoperative; and
- (c) nothing contained in this Plan, and no act taken in preparation for consummation of this Plan, shall:
  - (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Company or any other Person;
  - (ii) prejudice in any manner the rights of the Company or any Person in any further proceedings involving the Company; or
  - (iii) constitute an admission of any sort by the Company or any other Person.

**9.11. Further Assurance**

Notwithstanding that the transactions and events set out in this Plan shall occur and be deemed to occur in the order set out herein without any additional act or formality, each of the Persons affected hereby shall make, do and execute, or cause to be made, done and executed at the cost of the requesting party, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by the Company in order to better implement this Plan.

**9.12. Governing Law**

This Plan shall be governed by and construed in accordance with the law of the Province of Quebec and the federal laws of Canada applicable therein. Any questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

**9.13. Successors and Assigns**

This Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and permitted assigns of the Company, the Directors, the Affected Creditors or any other Persons affected by or benefiting from the provisions of this Plan.

**9.14. Choice of Language**

The Company and each of the members of the Fisher Group acknowledges that it (or he) has required that this Plan and all related documents be prepared, in English. La Compagnie et chacun des membres du "Fisher Group" reconnaît avoir exigé que ce Plan et tous les documents connexes soient rédigés en anglais.

(signature page to follow)

MONTREAL, Province of Quebec, this 26th day of March, 2021.

MAGASIN LAURA (P.V.) INC.  
LAURA'S SHOPPE (P.V.) INC.

*Kalman Fisher*

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Per: Kalman Fisher, President

Each of the members of the Fisher Group, herein represented by Kalman Fisher, authorized as he so declares, acknowledges having taken cognizance of the contents of this Plan and consents to the provisions of Section 3.8 hereof.

*Kalman Fisher*

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Kalman Fisher

## DRAFT NOTICE TO THE CREDITORS

CANADA  
 PROVINCE OF QUÉBEC  
 DISTRICT OF MONTRÉAL  
 COURT NO.: 500-11-058602-208

SUPERIOR COURT  
 (Commercial Division)  
 (Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
 R.S.C. 1985, c. C-36, as amended)

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IN THE MATTER OF THE PLAN OF COMPROMISE  
 AND ARRANGEMENT OF:

MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE  
 (P.V.) INC.

Applicant

- and -

KPMG INC.

Monitor

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NOTICE TO THE CREDITORS OF  
 MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE (P.V.) INC. OF  
 THE MEETING OF CREDITORS AND THE SANCTION HEARING

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**TAKE NOTICE THAT** Magasin Laura (P.V.) inc./Laura's Shoppe (P.V.) Inc. has filed a Plan of compromise and arrangement (the "**Plan**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**"), with KPMG Inc. as the Monitor. Capitalized terms used and not otherwise defined in this Notice have the meaning ascribed to them in the Plan and in the Plan Filing and Meeting Order issued by the Superior Court of Québec (Commercial Division) (the "**CCAA Court**") on April 1, 2021 (the "**Meeting Order**").

**TAKE FURTHER NOTICE THAT** a general meeting of the creditors for the purpose of considering and approving the Plan **will be held on** [•], 2021, **at** [•], (Montréal time). Given the current pandemic situation and the gathering restrictions issued by the authorities, the meeting will be held by videoconference.

We ask that **creditors who wish to attend the meeting complete the attached registration form** and return it by email to the following email address: [laura@kpmg.com](mailto:laura@kpmg.com), no later than 5:00 p.m. (Montreal time) on [•], 2021.

For creditors, or their representatives who have registered, you will receive a link by email, which will allow you to attend the meeting. Please note that only those who have registered will be able to attend the meeting.

The purpose of the Meeting is to:

## DRAFT NOTICE TO THE CREDITORS

- a) consider, and if deemed advisable, to pass, with or without variation, a resolution (the "**Resolution**") approving the Plan; and
- b) transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The Meeting is being held pursuant to the Meeting Order of the CCAA Court, which establishes the procedures for KPMG Inc. (in such capacity and not in its personal or corporate capacity, the "**Monitor**") to call, hold and conduct the Meeting.

The Plan provides for the compromise of the Affected Claims. The quorum for the Meeting will be one Affected Creditor holding a Voting Claim (each such creditor, an "**Eligible Voting Creditor**") present in person or by proxy.

In order for the Plan to be approved and binding in accordance with the CCAA, the Resolution must be approved by a majority in number of Affected Creditors representing at least two-thirds in value of the Claims of Affected Creditors who actually vote (in person or by proxy) on the Resolution at the applicable Meeting (the "**Required Majority**").

All Eligible Voting Creditors are entitled to vote on the Plan. The votes cast by Creditors with Voting Claims as determined by the Monitor for voting purposes only in accordance with Paragraph 9 of the Claims Procedure Order will be separately tabulated by the Monitor. Holders of an Unaffected Claim will not be entitled to attend and vote at any Meeting.

### **Forms and Proxies for Affected Unsecured Creditors**

Any Eligible Voting Creditor who is unable to attend the Meeting may appoint a proxy to vote on its behalf. A form of Proxy is included as part of the Meeting Materials being distributed by the Monitor to each Affected Creditor.

Proxies, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as set out on the Proxy form. Proxies must be received by the Monitor by no later than 5:00 p.m. (Montréal time) on [redacted], 2021.

### **Notice of Sanction Hearing**

**TAKE FURTHER NOTICE THAT** that if the Plan is approved by the Required Majority of Affected Creditors at the Meeting, **the Applicant intends to virtually bring the Sanction Application before the CCAA Court on or around [redacted], 2021.** (the "**Sanction Hearing**"). Time and the coordinates of the videoconference will be posted on the Monitor's Website and communicated to the Service List.

The Sanction Application will be seeking the granting of the Sanction Order sanctioning the Plan under the CCAA and for ancillary relief consequent upon such sanction. Any person wishing to oppose the Sanction Application for the Sanction Order must serve upon the parties on the Service List as posted on the Monitor's Website and file with the CCAA Court, a copy of the materials to be used to oppose the Sanction Order by no later than [redacted], 2021 at 5:00 p.m. (Montréal time), or, if applicable, three (3) days' prior to any adjourned or rescheduled Sanction Hearing.

**DRAFT NOTICE TO THE CREDITORS**

This Notice is given by the Applicant pursuant to the Meeting Order. Additional copies of the Meeting Materials, including the Plan and the Monitor's report thereon may be obtained from the Monitor's Website ([home.kpmg/ca/laura](http://home.kpmg/ca/laura)), or by requesting one from the Monitor by email at [laura@kpmg.ca](mailto:laura@kpmg.ca).

Dated at Montreal, this ● day of [•], 2021.

**KPMG Inc.**

Court-appointed Monitor

## PROJET D'AVIS AUX CRÉANCIERS

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE  
(Chambre commerciale)

(Siégeant en tant que tribunal désigné en vertu de la  
*Loi sur les arrangements avec les créanciers des  
compagnies*, LRC 1985 c. C-36)

No.: 500-11-058602-208

**DANS L'AFFAIRE DU PLAN DE COMPROMIS OU  
D'ARRANGEMENT DE :**

**MAGASIN LAURA (P.V.) INC. /  
LAURA'S SHOPPE (P.V.) INC.**

Débitrice / Requérante

-and-

**KPMG INC.**

Contrôleur

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**AVIS AUX CRÉANCIERS DE MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE (P.V.) INC.  
DE L'ASSEMBLÉE DES CRÉANCIERS ET DE L'AUDIENCE SUR L'HOMOLOGATION**

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**SOYEZ AVISÉS QUE** Magasin Laura (P.V.) Inc./Laura's Shoppe (P.V.) Inc. a déposé un Plan de compromis et d'arrangement (le « **Plan** ») en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** »), avec KPMG inc. en tant que Contrôleur. Les mots en majuscules utilisés mais non définis dans cet Avis ont la signification qui leur est attribuée dans le Plan et dans l'Ordonnance relative au dépôt d'un Plan et à la convocation et la tenue d'une assemblée, émise par la Cour supérieure du Québec (chambre commerciale) (la « **Cour** ») le 1<sup>er</sup> avril 2021 (l'« **Ordonnance relative à l'assemblée** »).

**PRENEZ AVIS QU'**une assemblée générale des créanciers aux fins de considérer et approuver le Plan **aura lieu le [ ] à [ ]** (heure de Montréal). Étant donné la situation de pandémie actuelle et des restrictions de rassemblement émises par les autorités, l'assemblée aura lieu par visioconférence.

Nous demandons aux **créanciers qui désirent participer à l'assemblée de compléter le formulaire d'inscription ci-joint** et de le retourner, par courriel, à l'adresse suivante : [laura@kpmg.ca](mailto:laura@kpmg.ca), au plus tard le [ ] (heure de Montréal), à 17 h.

Les créanciers, ou leurs représentants qui se seront inscrits, recevront par courriel un lien qui permettra d'assister à l'assemblée. Veuillez noter que seules les personnes qui se seront inscrites pourront participer à l'assemblée.

## PROJET D'AVIS AUX CRÉANCIERS

L'objet de l'assemblée est le suivant :

- a) d'examiner et, s'il est jugé opportun, d'adopter, avec ou sans modification, une résolution (la « **Résolution** ») approuvant le Plan; et
- b) de traiter toute autre question dûment soumise à l'assemblée ou à tout ajournement ou report de celle-ci.

L'Assemblée des créanciers sera tenue conformément à l'Ordonnance relative à l'assemblée, qui établit les procédures permettant à KPMG Inc. (en cette qualité et non en sa qualité personnelle ou morale, le « **Contrôleur** ») de convoquer, de tenir et de mener l'Assemblée.

Le Plan prévoit le compromis des Réclamations visées. Le quorum de l'Assemblée sera constitué par un Créancier visé détenant une Réclamation avec droit de vote (chacun de ces créanciers, un « **Créancier éligible avec droit de vote** ») présent en personne ou par procuration.

Pour que le Plan soit approuvé et qu'il ait force obligatoire conformément à la LACC, la Résolution doit être approuvée par une majorité en nombre de Créanciers visés représentant au moins les deux tiers en valeur des créances des Créanciers visés qui votent effectivement (en personne ou par procuration) sur la Résolution lors de l'assemblée (la « **Majorité requise** »)

Tous les Créanciers éligibles avec droit de vote ont le droit de voter sur le Plan. Les votes exprimés par les Créanciers ayant une Réclamation avec droit de vote, tels que déterminés par le Contrôleur aux fins de vote uniquement, conformément au paragraphe 9 de l'Ordonnance relative au traitement des réclamations, seront comptabilisés séparément par le Contrôleur. Les titulaires d'une Réclamation non visée ne seront pas autorisés à assister et à voter à l'Assemblée des créanciers.

### **Formulaires et procurations pour les Créanciers non garantis visés**

Tout Créancier éligible avec droit de vote qui ne peut assister à l'Assemblée peut désigner un mandataire pour voter en son nom. Un formulaire de procuration est inclus dans les Documents de l'Assemblée distribués par le Contrôleur à chaque Créancier visé.

Les procurations, une fois dûment complétées, datées et signées, doivent être envoyées par courrier électronique au Contrôleur ou, si elles ne peuvent être envoyées par courrier électronique, livrées au Contrôleur à l'adresse de ce dernier indiquée sur le formulaire de procuration. Les procurations doivent être reçues par le Contrôleur au plus tard le [•], à 17 h (heure de Montréal).

### **Avis d'audition de sanction**

**DE PLUS, PRENEZ AVIS QUE** si le Plan est approuvé par la Majorité requise des Créanciers visés lors de l'Assemblée, le **Requérant a l'intention de présenter virtuellement la Demande d'homologation devant la Cour le ou vers le [•]** (« **Audience sur l'homologation** »). L'heure et les coordonnées de la vidéoconférence seront affichées sur le site web du Contrôleur et communiquées à la Liste de signification.



**PROJET D'AVIS AUX CRÉANCIERS**

La Demande d'homologation visera à obtenir l'Ordonnance d'homologation devant homologuer le Plan aux termes de la LACC et à obtenir des mesures accessoires à la suite de cette homologation. Toute personne souhaitant s'opposer à la Demande d'homologation doit signifier aux parties figurant sur la Liste de signification affichée sur le Site web et déposer auprès de la Cour une copie des documents devant être utilisés pour s'opposer à l'Ordonnance d'homologation au plus tard le [•] à 17 h (heure de Montréal) ou, le cas échéant, trois (3) jours ouvrables avant toute Audition sur l'homologation ajournée ou remise.

Cet avis est donné par la Requérante en vertu de l'Ordonnance relative à l'assemblée. Des copies supplémentaires des Documents de l'assemblée, y compris le Plan et le rapport du Contrôleur sur celui-ci, peuvent être obtenues sur le Site web ([home.kpmg.ca/laura-fr](http://home.kpmg.ca/laura-fr)), ou en en faisant la demande auprès du Contrôleur par courrier électronique à [laura@kpmg.ca](mailto:laura@kpmg.ca).

Le [•], à Montréal

**KPMG inc.**

Contrôleur nommé par la Cour

## DRAFT FORM OF RESOLUTION

CANADA  
 PROVINCE OF QUÉBEC  
 DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
 (Commercial Division)  
 (Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
 RSC 1985, c C-36)

No.: 500-11-058602-208

**IN THE MATTER OF THE COMPROMISE OR  
 ARRANGEMENT OF:**

**MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE  
 (P.V.) INC.**

Applicant

-and-

**KPMG INC.**

Monitor

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**RESOLUTION OF AFFECTED CREDITORS AT THE CREDITORS' MEETING**

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**BE IT RESOLVED THAT:**

1. the Plan of Compromise and Arrangement dated March 26, 2021 filed by the Applicant under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as may be further amended, restated or supplemented from time to time in accordance with its terms (the "**Plan**"), which Plan has been presented to this Meeting, be and is hereby accepted, approved and authorized;
2. any director or officer of the Applicant be and is hereby authorized, empowered and instructed, acting for, and in the name of and on behalf of the Applicant, to execute and deliver, or cause to be executed and delivered, all such documents, agreements and instruments and to do or cause to be done all such other acts and things as such director or officer determines to be necessary or desirable in order to carry out the Plan, such determination to be conclusively evidenced by the execution and delivery by such directors or officers of such documents, agreements or instruments or the doing of any such act or thing.
3. notwithstanding that this Resolution has been passed and the Plan has been approved by the Affected Creditors and the Court, the directors of the Applicant be and are hereby authorized and empowered to amend the Plan or not proceed to implement the Plan subject to and in accordance with the terms thereof.

## PROJET DE FORMULAIRE DE RÉSOLUTION

**CANADA**  
**PROVINCE DE QUÉBEC**  
**DISTRICT DE MONTRÉAL**

**COUR SUPÉRIEURE**  
 (Chambre commerciale)

(Siégeant en tant que tribunal désigné en vertu de la *Loi sur les arrangements avec les créanciers des compagnies*, LRC 1985 c. C-36)

No.: 500-11-058602-208

**DANS L'AFFAIRE DU PLAN DE COMPROMIS OU  
 D'ARRANGEMENT DE :**

**MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE (P.V.)  
 INC.**

Débitrice / Requérante

-and-

**KPMG INC.**

Contrôleur

**RÉSOLUTION DES CRÉANCIERS VISÉS LORS DE L'ASSEMBLÉE  
 DES CRÉANCIERS**

**IL EST RÉSOLU QUE :**

1. le Plan de compromis et d'arrangement de la Requérante daté du 26 mars 2021 présenté conformément aux dispositions de la *Loi sur les arrangements avec les créanciers des compagnies*, LRC 1985, c C-36, dans sa version modifiée, complétée ou mise à jour à l'occasion en vertu de ses modalités (le « **Plan** »), qui a été présenté à cette Assemblée, est par la présente accepté, approuvé et autorisé;
2. tout administrateur ou dirigeant de la Requérante soit, et est, par les présentes, autorisé, habilité et instruit, agissant au nom et pour le compte de la Requérante, à signer et à remettre, ou à faire en sorte que soient signés et remis, tous les documents, conventions et instruments et à accomplir ou à faire accomplir tous les autres actes et choses que cet administrateur ou dirigeant juge nécessaires ou souhaitables pour exécuter le plan, cette détermination étant attestée de façon concluante par la signature et la remise par ces administrateurs ou dirigeants de ces documents, conventions ou instruments ou par l'accomplissement de tout acte ou chose;
3. nonobstant le fait que la présente Résolution ait été adoptée et que le plan ait été approuvé par les Créanciers visés et la Cour, les administrateurs du requérant soient et sont par les présentes autorisés et habilités à modifier le Plan ou à ne pas procéder à la mise en œuvre du Plan sous réserve et conformément aux modalités de celui-ci.

**DRAFT PROXY AND VOTING FORM**

**CANADA**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**  
 COURT NO. : 500-11-058602-208

**S U P E R I O R C O U R T**  
 (Commercial Division)  
 (Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
 R.S.C. 1985, c. C-36, as amended)

**IN THE MATTER OF THE PLAN OF  
 COMPROMISE AND ARRANGEMENT OF:**

**MAGASIN LAURA (P.V.) INC. / LAURA'S  
 SHOPPE (P.V.) INC.**

Applicant

- and -

**KPMG INC.**

Monitor

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**AFFECTED CREDITORS AND PROXY AND VOTING FORM**

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Before completing this Proxy, please read carefully the accompanying instructions for the proper completion and return of the form.

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicant dated March 26, 2021 (as may be further amended, supplemented and/or restated from time to time, the "**Plan**") accepted for filing pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Quebec Superior Court (the "**CCAA Court**") on April 1, 2021.

In accordance with the Plan, Proxies may only be filed by Affected Creditors having a Voting Claim (the "**Eligible Voting Creditors**").

**PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN 5:00 P.M. (MONTRÉAL TIME) ON [ ] 2021 (THE "PROXY DEADLINE").**

THE UNDERSIGNED ELIGIBLE VOTING CREDITOR hereby revokes all proxies previously given, if any, and nominates, constitutes, and appoints Mr. Maxime Codère of KPMG Inc., in its capacity as Monitor, or such Person as he, in his sole discretion, may designate or, instead of the foregoing, appoints:

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Print name of proxy holder if wishing to appoint someone other than Mr. Maxime Codère

to attend on behalf of and act for the Eligible Voting Creditor at the Creditors' Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of the Creditors' Meeting, and to vote the dollar value of the Voting Claim as

**DRAFT PROXY AND VOTING FORM**

determined by and accepted for voting purposes in accordance with the Meeting Order and as set out in the Plan as follows:

A. (mark one only):

Vote **FOR** approval of the resolution to accept the Plan; or

Vote **AGAINST** approval of the resolution to accept the Plan.

If a box is not marked as a vote for or against approval of the Plan and Mr. Maxime Codère or his designate is appointed as proxy holder, this Proxy shall be voted for approval of the Plan.

- and -

B. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Eligible Voting Creditor with respect to any amendments or variations to the matters identified in the notice of the Creditors' Meeting and in this Plan, and with respect to other matters that may properly presented at the Creditors' Meeting.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
(Name of Eligible Voting Creditor)

\_\_\_\_\_  
Signature of authorized person  
(indicate title or function, if any)

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
(Please print name)


\_\_\_\_\_  
(Please print name)

**DRAFT PROXY AND VOTING FORM****INSTRUCTIONS FOR COMPLETION OF PROXY**

1. This Proxy should be read in conjunction with the Plan of Compromise and Arrangement of the Applicant dated March 26, 2021 (as it may be amended, restated or supplemented from time to time, the "**Plan**") accepted for filing pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Quebec Superior Court (the "**CCAA Court**") on April 1, 2021 and the Meeting Order. Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Plan.
2. Each Eligible Voting Creditor has the right to appoint a person (who need not be a Creditor) (a "**Proxy holder**") to attend, act and vote for and on behalf of such Eligible Voting Creditor and such right may be exercised by inserting the name of the Proxy holder in the blank space provided on the Proxy.
3. If no name has been inserted in the space provided to designate the Proxy holder on the Proxy, the Eligible Voting Creditor will be deemed to have appointed Mr. Maxime Codère of KPMG Inc., in its capacity as Monitor (or such other Person as he, in his sole discretion, may designate), as the Eligible Voting Creditor's Proxy holder.
4. An Eligible Voting Creditor who has given a Proxy may revoke it by an instrument in writing executed by such Eligible Voting Creditor or by its attorney, duly authorized in writing or, if an Eligible Voting Creditor is not an individual, by an officer or attorney thereof duly authorized, and deposited with the Monitor in each case before the Proxy Deadline.
5. If this Proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor.
6. A valid Proxy from the same Eligible Voting Creditor bearing or deemed to bear a later date than this Proxy will be deemed to revoke this Proxy. If more than one valid Proxy from the same Eligible Voting Creditor and bearing or deemed to bear the same date are received by the Monitor with conflicting instructions, such Proxies shall not be counted for the purposes of the vote.
7. This Proxy confers discretionary authority upon the Proxy holder with respect to amendments or variations to the matters identified in the notice of the Meeting and in the Plan, and with respect to other matters that may properly come before the Meeting.
8. The Proxy holder shall vote the Eligible Voting Claim of the Eligible Voting Creditor in accordance with the direction of the Eligible Voting Creditor appointing him/her on any ballot that may be called for at the applicable Meeting. **IF AN ELIGIBLE VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN, AND MR. MAXIME CODERE OR HIS DESIGNATE IS APPOINTED AS PROXY HOLDER, THIS PROXY WILL BE VOTED FOR THE RESOLUTION TO APPROVE THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO. IF AN ELIGIBLE VOTING CREDITOR FAILS**

**DRAFT PROXY AND VOTING FORM**

**TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN AND APPOINTS A PROXY HOLDER OTHER THAN MR. MAXIME CODERE OR HIS DESIGNATE, THE PROXY HOLDER MAY VOTE ON THE RESOLUTION AS HE OR SHE DETERMINES AT THE APPLICABLE MEETING.**

9. If the Eligible Voting Creditor is an individual, this Proxy must be signed by the Eligible Voting Creditor or by a person duly authorized (by power of attorney) to sign on the Eligible Voting Creditor's behalf. If the Eligible Voting Creditor is a corporation, partnership or trust, this proxy must be signed by a duly authorized officer or attorney of the corporation, partnership or trust. If you are voting on behalf of a corporation, partnership or trust or on behalf of another individual at a Meeting, you must have been appointed as a proxy holder by a duly completed proxy submitted to the Monitor by the Proxy Deadline. You may be required to provide documentation evidencing your power and authority to sign this Proxy.
10. **PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN 5:00 P.M. (MONTRÉAL TIME) ON  2021 (THE "PROXY DEADLINE").**

By email: [laura@kpmg.ca](mailto:laura@kpmg.ca)

By mail or courier: KPMG INC.  
ATTN : Maxime Codère  
Tour KPMG, Bureau 1500  
600, boul. de Maisonneuve Ouest  
Montréal (Québec) H3A 0A3

11. The Applicant and the Monitor are authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed by the Amended and Restated Meeting Order.

**PROJET DE FORMULAIRE DE PROCURATION ET DE VOTE**

**CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL**

**COUR SUPÉRIEURE**  
(Chambre commerciale)

(Siégeant en tant que tribunal désigné en vertu de la *Loi sur les arrangements avec les créanciers des compagnies*, LRC 1985 c. C-36)

No.: 500-11-058602-208

**DANS L'AFFAIRE DU PLAN DE COMPROMIS OU  
D'ARRANGEMENT DE :**

**MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE  
(P.V.) INC.**

Débitrice / Requérante

-and-

**KPMG INC.**

Contrôleur

**LES CRÉANCIERS VISÉS ET FORMULAIRE DE PROCURATION ET DE VOTE**

Avant de remplir la présente Procuration, veuillez lire attentivement les instructions ci-jointes pour bien remplir et retourner le formulaire.

Les termes en majuscules qui sont utilisés dans la présente sans y être autrement définis ont le sens qui leur est attribué dans le plan de compromis et d'arrangement de la Requérante, daté du 26 mars 2021 (dans sa version pouvant être modifiée, complétée et/ou mise à jour à l'occasion, le « **Plan** ») qui a été accepté aux fins de dépôt en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») auprès de la Cour supérieure du Québec (la « **Cour LACC** ») le 1<sup>er</sup> avril 2021.

Conformément au Plan, seuls les Créanciers visés ayant une Réclamation donnant droit de vote (les « **Créanciers ayant un droit de vote admissible** ») peuvent déposer des Procurations.

**LES PROCURATIONS DÛMENT REMPLIES, DATÉES ET SIGNÉES, DOIVENT ÊTRE TRANSMISES AU CONTRÔLEUR PAR COURRIEL, SINON ELLES DOIVENT ÊTRE REMISES AU CONTRÔLEUR AU PLUS TARD À 17 H (HEURE DE MONTRÉAL) LE 15 MARS 2021 (LA « DATE LIMITE DE REMISE DES PROCURATIONS »).**

LE CRÉANCIER AYANT UN DROIT DE VOTE SOUSSIGNÉ révoque par les présentes toutes les Procurations antérieurement données, s'il y a lieu, et nomme et constitue M. Maxime Codère de KPMG Inc., en sa qualité de Contrôleur, ou telle autre Personne qu'il peut, à sa seule discrétion, désigner ou nommer à la place de la personne susmentionnée :

Nom du Fondé de pouvoir nommé, s'il y a lieu, à la place de M. Maxime Codère



## PROJET DE FORMULAIRE DE PROCURATION ET DE VOTE

pour assister et agir pour le compte et au nom du Créancier ayant un droit de vote admissible à l'Assemblée des créanciers devant être tenue relativement au Plan et à tout ajournement, report ou autre déplacement de l'Assemblée des créanciers, et pour exercer les droits de vote correspondant à la valeur monétaire de la Réclamation donnant un droit de vote, selon ce qui est établi et accepté aux fins de vote, conformément à l'Ordonnance relative aux Assemblées et au Plan, de la manière suivante :

A. (cocher une seule case):

Voter POUR l'approbation de la résolution visant l'acceptation du Plan;

Voter CONTRE l'approbation de la résolution visant l'acceptation du Plan.

Si aucune case n'est cochée pour indiquer de voter pour ou contre l'approbation du Plan et que M. Maxime Codère ou son délégué est nommé Fondé de pouvoir, les droits de vote représentés par la présente Procuration seront exercés pour l'approbation du Plan.

- et -

B. Voter à la discrétion du candidat et agira par ailleurs pour le compte du Créancier ayant un droit de vote admissible soussigné à l'égard des modifications qui pourraient être apportées aux questions inscrites à l'ordre du jour dans l'avis de convocation à l'Assemblée et dans le Plan ainsi qu'à l'égard des autres questions qui pourraient être dûment soumises à l'Assemblée.

Daté à \_\_\_\_\_, le \_\_\_\_\_ 2021.

\_\_\_\_\_  
(Nom du Créancier ayant un droit de vote admissible)

\_\_\_\_\_  
Signature de la personne autorisée  
(indiquer le titre et la fonction, s'il y a lieu)

\_\_\_\_\_  
Signature du témoin

\_\_\_\_\_  
(Veuillez imprimer le nom)

\_\_\_\_\_  
(Veuillez imprimer le nom)

**PROJET DE FORMULAIRE DE PROCURATION ET DE VOTE****INSTRUCTIONS POUR REMPLIR LA PROCURATION**

1. La présente Procuration doit être lue à la lumière du Plan de la Requérante datée du 26 mars 2021 (dans sa version pouvant être modifiée, complétée et/ou mise à jour à l'occasion, le « **Plan** ») qui a été accepté aux fins de dépôt en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** ») auprès de la Cour supérieure du Québec (la « **Cour LACC** ») le 1 avril 2021 et de l'Ordonnance relative aux Assemblées. Les termes portant la majuscule initiale utilisés dans les présentes sans y être autrement définis ont le sens qui leur est attribué dans le Plan.
2. Chaque Créancier ayant un droit de vote admissible a le droit de nommer une personne (qui n'est pas tenue d'être un Créancier) (un « **Fondé de pouvoir** ») pour assister, agir et voter pour son compte et en son nom et peut exercer ce droit en inscrivant le nom de ce Fondé de pouvoir dans l'espace en blanc prévu à cette fin dans la Procuration.
3. Si aucun nom n'a été inscrit dans l'espace prévu dans la Procuration pour nommer un Fondé de pouvoir, le Créancier ayant un droit de vote admissible sera réputé avoir nommé M. Maxime Codère de KPMG inc., en sa qualité de Contrôleur (ou telle autre Personne qu'il peut, à sa seule discrétion, désigner), comme Fondé de pouvoir du Créancier ayant un droit de vote admissible.
4. Un Créancier ayant un droit de vote admissible qui a donné une Procuration peut la révoquer au moyen d'un instrument écrit signé par lui-même ou par son mandataire dûment autorisé par écrit ou, si le Créancier ayant un droit de vote admissible n'est pas une personne physique, par un dirigeant ou un procureur de celui-ci dûment autorisé, et déposé auprès du Contrôleur, dans chaque cas, avant la Date limite de remise des Procurations.
5. Si la présente Procuration n'est pas datée dans l'espace prévu à cette fin, elle est réputée porter la date à laquelle le Contrôleur la reçoit.
6. Une Procuration valide reçue du même Créancier ayant un droit de vote admissible portant ou réputée porter une date postérieure à celle de la présente Procuration est réputée révoquer la présente Procuration. Si le Contrôleur reçoit plusieurs Procurations valides du même Créancier ayant un droit de vote admissible portant ou réputées porter la même date, mais contenant des instructions contradictoires, ces Procurations ne seront pas prises en compte pour les besoins du vote.
7. La présente Procuration confère un pouvoir discrétionnaire au Fondé de pouvoir à l'égard des modifications ou variations qui pourraient être apportées aux questions inscrites à l'ordre du jour dans l'avis de convocation à l'Assemblée et dans le Plan ainsi qu'à l'égard des autres questions qui pourraient être dûment soumises à l'Assemblée.
8. Le Fondé de pouvoir doit exercer les droits de vote représentés par la Réclamation donnant un droit de vote admissible du Créancier ayant un droit de vote admissible en conformité avec les instructions du Créancier ayant un droit de vote admissible qui le nomme dans le cadre de tout scrutin à l'Assemblée applicable. **SI UN CRÉANCIER AYANT UN DROIT DE VOTE ADMISSIBLE OMET DE DONNER, DANS LA PRÉSENTE PROCURATION, INSTRUCTION DE VOTER POUR OU**

**PROJET DE FORMULAIRE DE PROCURATION ET DE VOTE**

**CONTRE L'APPROBATION DE LA RÉSOLUTION VISANT L'ACCEPTATION DU PLAN ET QUE M. MAXIME CODÈRE OU SON DÉLÉGUÉ EST NOMMÉ FONDÉ DE POUVOIR, LES DROITS DE VOTE REPRÉSENTÉS PAR LA PRÉSENTE PROCURATION SERONT EXERCÉS POUR LA RÉSOLUTION VISANT À APPROUVER LE PLAN, Y COMPRIS TOUTES LES MODIFICATIONS ET TOUS LES AJOUTS QUI Y SONT APPORTÉS. SI UN CRÉANCIER AYANT UN DROIT DE VOTE ADMISSIBLE OMET DE DONNER, DANS LA PRÉSENTE PROCURATION, INSTRUCTION DE VOTER POUR OU CONTRE L'APPROBATION DE LA RÉSOLUTION VISANT L'ACCEPTATION DU PLAN ET NOMME M. MAXIME CODÈRE OU SON DÉLÉGUÉ, LE FONDÉ DE POUVOIR PEUT VOTER À SA DISCRÉTION SUR LA RÉSOLUTION À L'ASSEMBLÉE APPLICABLE.**

9. Si le Créancier ayant un droit de vote admissible est une personne physique, la présente Procuration doit être signée par celui-ci ou par son signataire dûment autorisé (par procuration) à signer au nom du Créancier ayant un droit de vote admissible. Si le Créancier ayant un droit de vote admissible est une société par actions, une société de personnes ou une fiducie, la présente Procuration doit être signée par un dirigeant ou un mandataire ou procureur dûment autorisé de la société par actions, société de personnes ou fiducie. Si vous votez pour le compte d'une société par actions, d'une société de personnes ou d'une fiducie ou pour le compte d'une autre personne à une Assemblée, vous devez avoir été nommé Fondé de pouvoir au moyen d'une procuration dûment remplie et soumise au Contrôleur au plus tard à la Date limite de remise des Procurations. Vous pourriez devoir présenter une preuve documentaire de votre pouvoir de signer la présente Procuration.
10. **LES PROCURATIONS DÛMENT REMPLIES, DATÉES ET SIGNÉES DOIVENT ÊTRE TRANSMISES AU CONTRÔLEUR PAR COURRIEL, SINON, ELLES DOIVENT ÊTRE REMISES AU CONTRÔLEUR AU PLUS TARD À 17 H (HEURE DE L'EST) LE 15 JUIN 2021 (LA « DATE LIMITE DE REMISE DES PROCURATIONS »).**

Par courriel : [laura@kpmg.ca](mailto:laura@kpmg.ca)

Par la poste ou par messagerie : KPMG INC.  
A/S Maxime Codère  
Tour KPMG, Bureau 1500  
600, boul. de Maisonneuve Ouest  
Montréal (Québec) H3A 0A3

11. La Requérante et le Contrôleur peuvent juger, à leur discrétion raisonnable, de la conformité aux exigences relatives à la façon de remplir et de signer la présente Procuration et peuvent renoncer à la stricte conformité aux exigences relatives aux délais imposés par l'Ordonnance relative aux Assemblées modifiée et mise à jour.

**REGISTRATION FORM TO THE CREDITORS' MEETING**

*In the Matter of the Plan of Compromise and Arrangement of:  
Magasin Laura (P.V.) inc./Laura's Shoppe (P.V.) Inc.*

Name of the Creditor : \_\_\_\_\_

Name of the Creditor's representative : \_\_\_\_\_

Email address : \_\_\_\_\_

Phone number : \_\_\_\_\_

Signature : \_\_\_\_\_

Please note that to attend the Creditors' Meeting, you must send this form to the Monitor by email to the following address: [laura@kpmg.ca](mailto:laura@kpmg.ca), or by regular mail to the above-referenced address of KPMG Inc., to the attention of Maxime Codère, by no later than 5:00 p.m. (Montréal time) on □, 2021.

**FORMULAIRE D'INSCRIPTION À L'ASSEMBLÉE DES CRÉANCIERS**

*Dans l'affaire du plan de compromis et d'arrangement de:  
Magasin Laura (P.V.) inc./Laura's Shoppe (P.V.) Inc.*

Nom du créancier : \_\_\_\_\_

Nom du représentant du créancier : \_\_\_\_\_

Adresse courriel : \_\_\_\_\_

Numéro de téléphone : \_\_\_\_\_

Signature : \_\_\_\_\_

Veillez noter que pour participer à l'assemblée des Créanciers, vous devez transmettre ce formulaire au Contrôleur par courriel à l'adresse suivante : [laura@kpmg.ca](mailto:laura@kpmg.ca) ou par la poste à l'adresse de KPMG Inc. mentionnée ci-dessus, à l'attention de Maxime Codère, au plus tard à 17 h (heure de Montréal) le 15 mai 2021.

**DRAFT LETTER TO CREDITORS****[LAURA'S LETTERHEAD]**

March ●, 2021

TO: Creditors of Magasin Laura (P.V.) inc. / Laura's Shoppe (P.V.) Inc. ("**Laura**" or "**we**")

Dear Sir/Madam:

Proposed Plan of Compromise and Arrangement

As you are aware, on July 31, 2020, Laura commenced proceedings and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**" and the "**CCAA Proceedings**") and, among other things, KPMG Inc. was appointed as monitor (the "**Monitor**").

Since the beginning of the CCAA Proceedings, we have worked tirelessly to restructure our affairs for the benefit of all stakeholders, including through the implementation of cost-reduction measures and negotiations with our key partners. We pursued our efforts in the face of the Covid-19 pandemic and are confident that the steps we have taken to restructure our business have best positioned us for the future.

With the assistance and support of the Monitor, Laura developed the enclosed Plan of Compromise and Arrangement (the "**Plan**"). Laura is pleased to present the Plan to its creditors. If approved by the creditors and sanctioned by the Court, the Plan will:

- Provide for the distribution of an aggregate amount of CAD\$750,000 to the Creditors;
- Effect a compromise, settlement and payment of proven claims in an efficient and cost-effective fashion;
- Ensure our continued operations; and
- Resolve our CCAA Proceedings with certainty and finality.

We firmly believe that the recoveries contemplated under the Plan are fair and reasonable in these challenging circumstances. Most importantly, the Plan provides Laura and its many stakeholders including employees, suppliers, customers and landlords with the continued opportunity to work and do business together.

The Meeting of Creditors to consider and vote on the Plan will be held virtually on [●] at [●] ET, as more fully set forth in the Notice of Creditors' Meeting and Sanction Hearing enclosed herewith. If the Creditors approve the Plan at the Creditors' Meeting, we expect to apply to the Court on or about [●], 2021 for an order sanctioning the Plan. If the order is granted by the Court, we intend to remit the Distribution Amount, namely the amount of \$750,000 to the Monitor on or before August 31, 2021 for distribution to the Creditors as soon as possible.

We urge you to review the Plan and the Monitor's report in connection therewith. You will note that the Monitor recommends that Creditors vote in favour of the Plan. Please note that the deadline to provide your voting proxies to the Monitor is [●], 2021 at 5:00 PM (Montreal time).

Additional information is available on the website that is maintained by the Monitor in respect of these CCAA Proceedings at [home.kpmg/ca/laura](http://home.kpmg/ca/laura).

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We thank you for your continued support, cooperation and confidence through our restructuring process.

Yours very truly,

**Magasin Laura (P.V.) inc. / Laura's Shoppe (P.V.) Inc.**

Per:

**Name:**

**Title:**

**PROJET DE LETTRE AUX CRÉANCIERS****[ENTÊTE DE LAURA]**

Le ● mars 2021

À: Créanciers de Magasin Laura (P.V.) inc./ Laura's Shoppe (P.V.) Inc. (“**Laura**” ou “**nous**”)

Madame, Monsieur,

Le Plan de compromis et d'arrangement proposé

Comme vous le savez, le 31 juillet 2020, Laura a entamé des procédures de restructuration et s'est placée sous la protection de *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** » et les « **Procédures sous la LACC** ») et KPMG inc. a notamment été nommé en tant que contrôleur (le « **Contrôleur** »).

Depuis le début des Procédures sous la LACC, nous avons travaillé sans relâche à restructurer nos affaires pour avantager toutes nos parties prenantes, incluant à travers l'implantation de mesures de réduction des coûts, et des négociations avec nos principaux partenaires. Nous avons poursuivi nos efforts face à la pandémie de Covid-19 et nous sommes confiants que les mesures que nous avons entreprises pour restructurer notre entreprise nous ont mieux positionnés pour l'avenir.

Avec l'aide et le soutien du Contrôleur, Laura a développé le Plan de compromis et d'arrangement (le « **Plan** ») ci-joint. Laura est heureuse de soumettre le Plan à ses créanciers. Si le Plan est approuvé par les créanciers et sanctionné par la Cour, le Plan :

- prévoira la distribution aux créanciers d'un montant global de 750 000\$CAD;
- permettra de parvenir à un compromis, règlement et paiement des créances prouvées, le tout d'une façon efficace et économique;
- assurera la continuité de nos opérations; et
- mettra fin à nos Procédures sous la LACC avec certitude et finalité.

Nous croyons fermement que les recouvrements envisagés en vertu du Plan sont justes et raisonnables dans ces circonstances difficiles. Et plus important encore, le Plan offre à Laura et ses nombreux partenaires, incluant ses employés, fournisseurs, clients et locataires, l'opportunité de continuer de travailler et de faire affaire ensemble.

L'assemblée des créanciers pour considérer et voter sur le Plan sera tenue de façon virtuelle le [●], à [●] (heure de Montréal), tel que plus amplement décrit dans l'Avis de l'assemblée des créanciers et audition d'homologation ci-joint. Si les créanciers approuvent le Plan à l'assemblée des créanciers, nous prévoyons soumettre une requête à la Cour le ou vers le [●], 2021 afin d'obtenir une ordonnance d'homologation du Plan. Si l'ordonnance est rendue par la Cour, nous avons l'intention de remettre au Contrôleur le Montant de Distribution, à savoir un montant de \$750,000, le ou avant le 31 août 2021, lequel montant sera distribué aux créanciers aussitôt que possible.



Nous vous encourageons à réviser le Plan et le rapport du Contrôleur à cet égard. Vous noterez que le Contrôleur recommande que les créanciers votent en faveur du Plan. Veuillez noter que vos procurations de vote doivent être reçues par le Contrôleur au plus tard le 15 mai 2021 à 17 h (heure de Montréal).

Vous retrouverez de l'information supplémentaire sur ces Procédures sous la LACC en visitant le site web du Contrôleur à l'adresse suivante : [home.kpmg/ca/laura-fr](http://home.kpmg/ca/laura-fr).

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Nous vous remercions pour votre support, votre collaboration et la confiance que vous nous témoignez durant ce processus de restructuration.

Veuillez agréer, Madame, Monsieur, l'expression de nos sentiments les meilleurs.

**Magasin Laura (P.V.) inc. / Laura's Shoppe (P.V.) Inc.**

Par:

**Nom:**

**Titre:**

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

No: 500-11-058602-208

DATE: April 1, 2021

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**PRESIDING: THE HONOURABLE MARIE-ANNE PAQUETTE, J.S.C.**

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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED:**

**MAGASIN LAURA (P.V.) INC. /  
LAURA'S SHOPPE (P.V.) INC.**

Applicant

-and-

**KPMG INC.**

Monitor

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**Order Authorizing the Filing of the Plan of Compromise and Arrangement, the  
Calling of a Creditors' Meeting and Extending the Stay of Proceedings**

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**SEEING** the Applicant's *Application for an Order Authorizing the Filing of a Plan of Compromise and Arrangement, the Calling of a Creditors' Meeting and Extending the Stay of Proceedings* (the "**Application**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), the exhibits thereto, the affidavit in support thereof, and the submissions of counsel;

**SEEING** that the Plan of Compromise and Arrangement of the Applicant, Magasin Laura (P.V.) Inc./Laura's Shoppe (P.V.) Inc. (the "**Company**"), dated March 26, 2021, Exhibit

P-1 to the Application, has been submitted to the Court as required by the CCAA (the “Plan”),

**GIVEN** the Initial Order rendered by this Court on July 31, 2020 (as amended and restated on August 10, 2020, the “**Initial Order**”);

**GIVEN** the provisions of the CCAA;

#### **THE COURT:**

[1] **GRANTS** the Application;

#### **Service**

[2] **DECLARES** that the notices given of presentation of the Application are adequate and sufficient;

#### **Definitions**

[3] **DECLARES** that, unless otherwise indicated, capitalized terms found herein shall have the same meaning ascribed thereto in the Plan;

#### **Extension of the Stay**

[4] **ORDERS** that the Stay Period, as defined in the Initial Order, is hereby extended until May 31, 2021;

#### **Filing of the Plan**

[5] **ORDERS** that the Plan is accepted for filing, and the Company is authorized to seek approval of the Plan from Affected Creditors in the manner set forth herein;

[6] **ORDERS** that the Company, in consultation with the Monitor, is authorized, at any time and from time to time, at or before the Creditors’ Meeting, and without the need to seek further approval from the Court, to make any amendment, restatement, modification, deletion or supplement to the Plan, in which case any such amendment, restatement, modification or supplement shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan;

[7] **ORDERS** the Company to file any amendment, restatement, modification, deletion or supplement to the Plan referenced to in the immediately preceding paragraph with the Court as soon as practicable;

- [8] **DECLARES** that the Company may give notice of a proposed amendment, restatement, modification, deletion or supplement to the Plan by having the Monitor posting same on the Monitor's website, and by providing same to the Affected Creditors (present in person or by proxy) at the Creditors' Meeting, prior to the vote being taken to approve the Plan;
- [9] **ORDERS** that after the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Company is authorized, with the consent of the Monitor, at any time and from time to time, to vary, amend, restate, modify or supplement the Plan, without the need to provide notice to the Affected Creditors, seek any further vote or approval from the Affected Creditors, or seek any further order from the Court, if the Monitor determines that such variation, amendment, restatement, modification or supplement would not be materially prejudicial to the interests of the Affected Creditors under the Plan or the Sanction Order;

#### **Notice of the Creditors' Meeting**

- [10] **ORDERS** that the Monitor is authorized to call a meeting of all Affected Creditors (the "**Creditors' Meeting**") for the purpose of allowing them to consider and, if deemed appropriate, approve the Plan (as such Plan may be varied, amended, restated or supplemented in accordance with this Order), in accordance with paragraph [16] and following of this Order;
- [11] **ORDERS** that, subject to any further order that may be rendered by the Court, the Creditors' Meeting shall be held by videoconference or telephone conference by April 30, 2021, or such other date during the thirty (30) days immediately thereafter as may be determined by the Company, in consultation with the Monitor (the "**Meeting Date**");
- [12] **ORDERS** that as soon as reasonably practicable after the granting of this Order, and, in any event, at least fifteen (15) days before the Meeting Date, the Monitor shall publish on its website and send, by regular mail and/or by email, a copy of the following materials to each Affected Creditor at the address set out in such Affected Creditors' Proof of Claim or to such other address that has been provided to the Monitor by such Affected Creditor (collectively the "**Meeting Materials**"):
- (a) the Plan;
  - (b) a notice of the Creditors' Meeting, substantially in the form set out in Exhibit P-2 to the Application (the "**Notice to Creditors**"), including notice of the date for the sanction hearing (the "**Sanction Hearing**"), if the Plan is approved;

- (c) a resolution providing for the approval of the Plan, substantially in the form set out in Exhibit P-3 to the Application (the “**Resolution**”);
  - (d) a proxy form, including instructions explaining to Affected Creditors how to complete same, substantially in the form set out in Exhibit P-4 to the Application (the “**Proxy Form**”);
  - (e) a registration form required to be completed by the Affected Creditors in order to attend virtually the Creditors’ Meeting, substantially in the form set out in Exhibit P-5 to the Application (the “**Registration Form**”);
  - (f) a letter from the Applicant, substantially in the form set out in Exhibit P-6 to the Application;
  - (g) a copy of the Monitor’s report in connection with the Plan;
  - (h) a copy of this Order; and
  - (i) such other materials, if any, as the Monitor deems appropriate;
- [13] **ORDERS** that the Notice to Creditors shall also be published by the Monitor in a French language newspaper and an English language newspaper as soon as possible following the issuance of this Order and, in any case, no less than seven (7) days before the Meeting Date;
- [14] **ORDERS** that the publication and mailings made of the Meeting Materials pursuant to this Order shall constitute good and sufficient service of same on all Persons who may be entitled to receive notice thereof, or of these proceedings, or to be present in person or by proxy at the Creditors’ Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or materials need be served on such Persons in respect of these proceedings;
- [15] **ORDERS** that the non-receipt of a copy of the Meeting Materials beyond the reasonable control of the Monitor shall not constitute a breach of this Order and the non-receipt thereof shall not invalidate any resolution passed or proceedings taken at the Creditors’ Meeting;

### **Creditors’ Meeting**

- [16] **ORDERS** that the Monitor is hereby authorized to call, hold and conduct the Creditors’ Meeting on the Meeting Date for the purpose of considering and, if

appropriate, approving the Plan at a place, and time as shall be set forth in the Notice to Creditors;

- [17] **ORDERS** that a representative of the Monitor shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Creditors' Meeting. The Company and any Creditor may appeal from any decision of the Chair to the Court within three (3) Business Days of any such decision, by sending prior notice in writing to the Company's counsel, the Monitor and the Monitor's counsel as per paragraph [32] hereof before the hearing on the sanctioning of the Plan;
- [18] **ORDERS** that the only Persons entitled to attend the Creditors' Meeting are Affected Creditors and their proxy holders (provided that they have completed and submitted by email the required Registration Form), representatives of the Company and of its board of directors, representatives of BMO, and representatives of the Monitor and the Chair, as well as the respective legal advisors of each of such Persons. Any other Person may be admitted to the Creditors' Meeting on invitation by the Chair;
- [19] **ORDERS** that any proxy which any holder of an Affected Claim wishes to submit in respect of the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be substantially in the form of the Proxy Form (or any such other form acceptable to the Monitor or the Chair) and be received by the Monitor before the beginning of the Creditors' Meeting;
- [20] **ORDERS** that any Affected Creditor that named the Monitor as its authorized representative in its Proxy Form will be deemed to have voted in favour of the approval of the Plan, unless otherwise indicated in its Proxy Form;
- [21] **ORDERS** that the quorum required at the Creditors' Meeting shall be one Affected Creditor having a Voting Claim present at such meeting in person or by proxy. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems appropriate;
- [22] **ORDERS** that the only Persons entitled to vote at the Creditors' Meeting shall be Affected Creditors with a Voting Claim or their proxy holders. Each holder of a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Voting Claim. A Voting Claim shall not include fractional numbers and Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;

- [23] **ORDERS** that the results of any vote conducted at the Creditors' Meeting shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Creditors' Meeting;
- [24] **ORDERS** that at the Creditors' Meeting, the Chair is authorized to direct a vote with respect to the Plan and any amendments thereto as he deems appropriate;
- [25] **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting;
- [26] **ORDERS** that where a Claim has not been finally determined prior to the date of the Creditors' Meeting, the Monitor, in conjunction with the Company, will determine the amount of the Voting Claim, if any, or authorize the Creditor to vote a provisional Claim for the purpose of voting on the Plan if such amount cannot be fully quantified at that time;
- [27] **ORDERS** that the Monitor shall be directed to tabulate the votes cast at the Creditors' Meeting called to consider the Plan in accordance with this Order and shall report to the Court at the sanction hearing as to the effect, if any, that the Monitor's determination of Voting Claims pursuant to paragraph [26] hereof had on the outcome of the votes cast at the Creditors' Meeting. In this respect, the Monitor shall keep a separate record of the votes cast by Affected Creditors with Voting Claims determined by the Monitor for voting purposes only in accordance with paragraph [26] hereof and shall report to the Court with respect thereto;
- [28] **ORDERS** that by a vote of a simple majority of Affected Creditors present at the Creditors' Meeting and holding Voting Claims, or if determined necessary or appropriate by the Chair in its discretion, the Creditors' Meeting may be adjourned or re-adjourned to a subsequent date, time and place and no further notice will be necessary;

### **Transfers of Voting Claims**

- [29] **ORDERS** that, for purposes of voting at the Creditors' Meeting, if the holder of a Voting Claim transfers or assigns all of its Voting Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership thereof together with a written request to the Monitor not later than 5:00 p.m. on the day that is seven (7) days prior to the Meeting Date, or such later time that the Monitor may agree to, that such transferee or assignee be entitled to vote, either in person

or by proxy, such Voting Claim at the Creditors' Meeting in lieu of the transferor or assignor;

[30] **ORDERS** that, for purposes of distributions to be effected pursuant to the Plan, if the holder of a Voting Claim transfers or assigns the whole of such Claim to another Person, neither the Applicant, nor the Monitor shall be obligated to deal with the transferee or assignee of the Voting Claim as the Creditor in respect thereof unless and until notice of the transfer or assignment from either the transferor, assignor, transferee or assignee, together with evidence showing that such transfer or assignment was valid at law, has been received by the Monitor at least ten (10) Business Days prior to any distribution under the Plan;

[31] **ORDERS** that if the holder of a Voting Claim or any subsequent holder of the whole of a Voting Claim transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Voting Claim or Voting Claims and such Claim shall continue to constitute and be dealt with as a single Voting Claim notwithstanding such transfer or assignment, and the Monitor and the Applicant shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

### **Notices and Communications**

[32] **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Company shall be in writing, substantially in the form provided for in this Order, and will be sufficiently given only if given by mail, telecopier, courier or other means of electronic communication addressed to:



Monitor:

Dev A. Coossa  
 Maxime Codere  
**KPMG INC.**  
 600 boul. de Maisonneuve West  
 Suite 1500  
 Montreal, Quebec  
 H3A 0A3  
 Fax: 514-840-2121  
 E-mail: dcoossa@kpmg.ca  
 mcodere@kpmg.ca

Attorneys for the Monitor:

Me Guy Martel  
 Me Dany Duy Vu  
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 dduv@stikeman.com

Attorneys for the Company:

Me Mark Meland  
 Me Tina Silverstein  
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 Montreal, Quebec  
 H3B 4W8  
 Fax: 514-932-4170  
 E-mail: mmeland@ffmp.ca  
 tsilverstein@ffmp.ca

- [33] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application;

**Role of the Monitor**

- [34] **ORDERS** that in addition to its prescribed rights and obligations under the CCAA, the Initial Order, the Claims Procedure Order and any other order of this Court, the Monitor is directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order and contemplated in the Plan;
- [35] **ORDERS** that in carrying out the terms of this Order and the terms set out in the Plan, including, without limitation, with respect to the reception and distribution of the Distribution Amount and with respect to the creation and distribution of the Reserves in accordance with the terms set out in the Plan, the Monitor shall have and benefit from all of the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order and any other Order granted in these CCAA proceedings;

- [36] **ORDERS** that the Monitor is acting in its capacity as monitor in the CCAA Proceedings with respect to the Company and not in its personal or corporate capacity and will not be responsible or liable for any responsibilities or obligations of the Company under this Plan and shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part;
- [37] **ORDERS** that the Monitor shall be entitled to rely on the books and records of the Company and any information provided by the Company, and any information acquired by the Monitor as a result of carrying out its duties under this Order without independent investigation, and the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information;

#### **Aid and Assistance of Other Courts**

- [38] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order;

#### **Sanction of the Plan by the Court**

- [39] **ORDERS** that in the event that the Plan has been approved by the Required Majority of Affected Creditors, the Company may file an application seeking the sanction of the Plan by this Court (the "**Sanction Application**") and that the Sanction Hearing will take place as soon as practicable after the Creditor's Meeting on such date as the Company (in consultation with the Monitor) may advise the parties on the Service List in these proceedings, subject to this Court's availabilities;
- [40] **ORDERS** that any person who wishes to oppose to the Sanction Application must serve upon the parties on the Service List in these proceedings, and file with the Court, a copy of the materials to be used to oppose the Sanction Application by no later than three (3) days prior to the Sanction Hearing;

#### **General Provisions**

- [41] **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to

this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;

- [42] **ORDERS** that the Monitor may apply to this Court for advice and directions in connection with the discharge or variation of its powers and duties under this Order;
- [43] **ORDERS** the provisional execution of this Order notwithstanding appeal;
- [44] **THE WHOLE** without costs.

Montreal, April 1, 2021

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MARIE-ANNE PAQUETTE, J.S.C.

**NO: 500-11-058602-208**

**SUPERIOR COURT  
(Commercial Division)  
District de Montréal**

**IN THE MATTER OF THE COMPANIES'  
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.  
C-36, AS AMENDED:**

**MAGASIN LAURA (P.V.) INC. /  
LAURA'S SHOPPE (P.V.) INC.**

Applicant

-and-

**KPMG INC.**

Monitor

**APPLICATION FOR AN ORDER AUTHORIZING  
THE FILING OF A PLAN OF COMPROMISE AND  
ARRANGEMENT, THE CALLING OF A  
CREDITORS' MEETING AND EXTENDING THE  
STAY OF PROCEEDINGS**

(Sections 4, 9, 11 and 22 of the *Companies' Creditors  
Arrangement Act*,  
R.S.C. 1985, c. C-36)

**And EXHIBITS P-1 to P-7**

**ORIGINAL**

File: LAURAS-4

Nature:

Me Mark E. Meland  
Me Tina Silverstein  
[mmeland@ffmp.ca](mailto:mmeland@ffmp.ca) / [tsilverstein@ffmp.ca](mailto:tsilverstein@ffmp.ca)  
[notifications@ffmp.ca](mailto:notifications@ffmp.ca)  
**FISHMAN FLANZ MELAND PAQUIN LLP**  
1250 René-Lévesque Blvd. West, Suite 4100  
Montréal, Québec H3B 4W8  
Tel: 514 / 932-4100

**CODE: BM-0309**