

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No. 500-11-050409-164
DATE: June 13, 2016

PRESIDING: THE HONOURABLE MICHEL PINSONNAULT, J.S.C.

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

7098961 CANADA INC.

Debtor

-and-

RICHTER ADVISORY GROUP INC.

Monitor

AMENDED CLAIMS AND MEETING PROCEDURE ORDER

SEEING the *Application for the Issuance of an Amended Claims and Meeting Procedure Order* (the "**Application**") of 7098961 Canada Inc. (the "**Debtor**"), the affidavit and exhibits filed in support thereto, the Report of Richter Advisory Group Inc. (the "**Monitor**") and the submissions of counsel;

GIVEN the provisions of the Initial Order issued by this Court in this matter on March 24, 2016 (as amended and restated in the judgment rendered on May 6, 2016, the "**Initial Order**");

GIVEN the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**");

THE COURT:

1. **GRANTS** the Application;
2. **ISSUES** this Order divided under the following headings:
 - (a) Service;
 - (b) Definitions;
 - (c) Claims Process;

- (d) CCAA Plan;
- (e) Creditors Meeting;
- (f) Notice and Communication;
- (g) Sanction Hearing;
- (h) Aid and Assistance of other Courts; and
- (i) General.

SERVICE

3. **ORDERS** that the Application is properly presentable today and that the time for service of the Application herein be and is hereby abridged;

DEFINITIONS

4. **ORDERS** that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:

- (a) **"Affected Creditors Classes"** shall have the meaning ascribed to such term in the CCAA Plan;
- (b) **"Affected Customers"** shall have the meaning ascribed to such term in the CCAA Plan;
- (c) **"Affected Customers' Class"** means the class of Affected Customers entitled to vote on the Plan at the Creditors' Meeting;
- (d) **"Affected Non-Customer Creditors"** shall have the meaning ascribed to such term in the CCAA Plan;
- (e) **"Affected Non-Customer Creditors' Class"** means the class of Affected Non-Customer Creditors entitled to vote on the Plan at the Creditors' Meeting;
- (f) **"CCAA Plan"** means the amended plan of compromise filed by the Debtor as Exhibit R-1 to the Application and appended as Schedule "G" hereto, together with the Schedules thereto, as it may be amended, varied or supplemented by the Debtor from time to time, in accordance with its terms;
- (g) **"CCAA Proceedings"** means the proceedings in respect of the Debtor before the Court commenced pursuant to the CCAA;
- (h) **"Chair"** shall have the meaning ascribed to such term in paragraph 23 hereof;
- (i) **"Claim"** means any right or claim of any Person against the Debtor, a Director or an Officer (as a result of such Director's or Officer's position, supervision, management or involvement as a Director or Officer of the Debtor), whether asserted or not, in connection with any indebtedness, liability or obligation of any kind whatsoever, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured,

unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety, warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation any claim arising from or caused by the breach, termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (legal, statutory, equitable, fiduciary or otherwise), any right of ownership or title to property, employment, contract, a trust or deemed trust, howsoever created, any claim made or asserted against the Debtor through any affiliate, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, together with any interest accrued thereon or costs payable in respect thereof, as well as any claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the Bankruptcy and Insolvency Act and shall include, without limitation, any Restructuring Claim, provided however, that in no case a Claim shall include an Excluded Claim;

- (j) **"Claims Bar Date"** means July 18, 2016 at 5:00 p.m. (Montréal time) or, for a Creditor with a Restructuring Claim, the latest of (a) 5:00 pm (Montréal time) on July 18, 2016 and (b) ten (10) days after the date of receipt by the Creditor of a notice of rescission, repudiation or termination of the contract, lease, employment agreement or other agreement or renegotiation thereof, as the case may be;
- (k) **"Claims Package"** means, the document package which shall include French and English versions of the Notice of the Claims Process and of the Creditors' Meeting, the Proof of Claim Form, the Creditors' Instructions and such other materials as the Monitor considers necessary or appropriate. In respect of Affected Customers, the "Claims Package" shall be deemed to consist of the Notice of Customer Claim;
- (l) **"Claims Process"** means the process by which all Claims against the Debtor are identified and assessed, and subsequently resolved or adjudicated in accordance with the procedure set forth herein;
- (m) **"Court"** means the Québec Superior Court (Commercial Division) for the district of Montreal;
- (n) **"Creditor"** means any Person 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 and includes a Known Creditor. A Creditor shall not include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;
- (o) **"Creditors' Instructions"** means the instructions letter for Creditors substantially in the form attached hereto as Schedule "E" regarding the completion of a Proof of Claim Form;
- (p) **"Creditors' List"** means a list of all Known Creditors;
- (q) **"Creditors' Meeting"** means the meetings of each of the Affected Creditors Classes to be convened on August 3, 2016 for the purposes of voting on the Plan, subject to any adjournment or other rescheduling thereof, or further order of

this Court. Whenever referred to herein, the expression "Creditors' Meeting" shall refer collectively to the meetings of each of the Affected Creditors Classes or to any single meeting thereof, as the context requires;

- (r) **"Director"** means anyone who was, or may be deemed to be, at any time prior to and from and including the Filing Date, a director of the Debtor;
- (s) **"Excluded Claim"** means (i) any Claim secured by the CCAA Charges, (ii) Post-Filing Trade Payables, (iii) all outstanding fees and disbursements of the Monitor and of the professionals having acted on behalf of the Debtor and the Monitor in the context of the CCAA Proceedings, and (iv) any other Claim ordered by the Court to be treated as an Excluded Claim;
- (t) **"Excluded Creditor"** means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the CCAA Plan does not otherwise affect such Claim;
- (u) **"Filing Date"** means March 24, 2016;
- (v) **"Initial Order"** means the order of this Court made on March 24, 2016 under the CCAA;
- (w) **"Known Creditor"** means a Creditor whose Claim is included in the Debtor's books and records, but shall not include Affected Customers;
- (x) **"Meeting Date"** shall mean August 3, 2016;
- (y) **"Meeting Materials"** shall have the meaning ascribed to such term in paragraph 30;
- (z) **"Monitor's Website"** means <https://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>;
- (aa) **"Notice to Affected Customers"** means the e-mail communications in substantially the form appended as Schedule "A" to be sent by the Debtor to Affected Customers in accordance with paragraph 5 hereof;
- (bb) **"Notice of Customer Claim and of the Creditors' Meeting"** means the Notice of Customer Claim and the link at www.surveymonkey.com/r/Richter_BTR in substantially the form appended as Schedule "B" and such other Materials as the Monitor considers necessary or appropriate;
- (cc) **"Notice of Revision or Disallowance"** means the notice referred to in subparagraph 12b) hereof, advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim Form and setting out the reasons for such revision or disallowance;
- (dd) **"Notice of the Claims Process and of the Creditors' Meeting"** means the notice substantially in the form of Schedule "C" hereto, to be published by way of issuance of a press release on the Publication Date in accordance with paragraph 6 hereof and communicated to Known Creditors in accordance with paragraph 8 hereof;

- (ee) **"Officer"** means anyone who was, or may be deemed to be, at any time prior to and from and including the Filing Date, an officer of the Debtor;
- (ff) **"Person"** means any individual, partnership, firm, joint venture, trust, entity, corporation, limited or unlimited liability company, body corporate, unincorporated association or organization, governmental body or agency, or similar entity, howsoever designated or constituted and any individual or other entity owned or controlled by or which is the agent of any of the foregoing;
- (gg) **"Proof of Claim Form"** means, in respect of Affected Non-Customer Creditors, the form of Proof of Claim for Creditors referred to in paragraphs 10 and 11 hereof, being substantially in the form of Schedule "D" hereto and (ii) in respect of Affected Customers, the link at www.surveymonkey.com/r/Richter_BTR in substantially the form appended as Schedule "F";
- (hh) **"Proven Claim"** means the amount of any Claim of any Creditor as of the Filing Date, determined in accordance with the provisions of the CCAA and this Order, or as otherwise agreed upon, and proven by delivering a duly completed and executed Proof of Claim Form to the Monitor;
- (ii) **"Proxy" or "Proxies"** means the form of proxy and instructions substantially in the form attached hereto as Schedule "H";
- (jj) **"Publication Date"** means the date on which the Notice of the Claims Process and of the Creditors' Meeting has been publicized by way of press release in accordance with this Order;
- (kk) **"Resolutions"** means the resolutions to approve the CCAA Plan;
- (ll) **"Restructuring Claim"** means any Claim arising as a result or in connection with the restructuring, repudiation, re-negotiation or termination by any of the Debtor of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Filing Date, including any right of any Person who receives a notice of repudiation or termination from the Debtor; provided however, that a Restructuring Claim shall not include an Excluded Claim;
- (mm) **"Sanction Hearing"** has the meaning ascribed to it in paragraph 47 hereof;
- (nn) **"Sanction Order"** has the meaning ascribed to it in paragraph 47 hereof;
- (oo) **"Service List"** means the service list to be posted on the Monitor's Website, as it may be amended from time to time;
- (pp) **"Sponsor"** means 9721444 Canada Inc. or one of its affiliates;
- (qq) **"Voting Claim"** of a Creditor means the Proven Claim of the Creditor unless the Proven Claim of the Creditor is not finally determined at the time of the Creditors' Meeting, in which case it means the Claim of the Creditor which is accepted for voting purposes in accordance with the provisions of this Order, the CCAA Plan and the CCAA

- (rr) **"Voting Record Date"** means August 2, 2016, or such other date as may be determined by the Monitor and communicated in accordance with paragraph 31 hereof.

CLAIMS PROCESS

(i) Notice of the Claims Process and of the Creditors' Meeting

5. **ORDERS** that the Notice to Affected Customers, which is hereby approved, be sent by the Debtor to all Affected Customers by e-mail as soon as possible following the issuance of this Order, but in any event no later than June 15, 2016.
6. **ORDERS** that the Notice of the Claims Process and of the Creditors' Meeting, in its English and French Versions, which are hereby approved, shall be published by the Monitor by way of press release as soon as possible following the issuance of this Order, but in any event no later than June 15, 2016.
7. **ORDERS** that the Monitor shall also cause the French and English versions of the Claims Package, which are hereby approved, along with a copy of the Creditors' List and a copy of this Order, to be posted on the Monitor's Website, within 5 days from the date of this Order.
8. **ORDERS** that, in addition to the publications referred to in paragraphs 5, 6 and 7:
 - a) in respect of Affected Customers, the Monitor shall post the Notice of Customer Claim and of the Creditors' Meeting on the Monitor's website as soon as practicable and in no event later than June 15, 2016; and
 - b) the Monitor shall send a copy of the Notice of the Claims Process and of the Creditors' Meeting, by email or by regular mail to (i) each Known Creditor at the last known address for each Known Creditor on the Debtors' books and records as soon as practicable and no later than June 15, 2016, (ii) each Creditor with a Restructuring Claim that arose prior to the date of this Order as soon as practicable and in no event later than June 15, 2016, and (iii) each Creditor with a Restructuring Claim that arises after the date of this Order, as soon as practicable after any such Restructuring Claim arises.
9. **ORDERS** that the sending of the Notice to Affected Customers, the publication of the Notice of the Claims Process and of the Creditors' Meeting by way of press release, the posting of the Claims Package on the Monitor's Website, and the posting of the Notice of Customer Claim and of the Creditors' Meeting on the Monitor's Website in accordance with the requirements of this Order shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims (other than Excluded Claims) and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

(ii) Filing of Proofs of Claims

10. **ORDERS** that every Creditor asserting a Claim against the Debtor, a Director or an Officer shall set out its aggregate Claim by completing and signing a Proof of Claim Form and delivering it to the Monitor in accordance with paragraph 42 hereof so that it is actually received by the Monitor by no later than the Claims Bar Date. Each Affected Customer shall be deemed to have delivered a Proof of Claim to the Monitor by completing the on-line form at www.surveymonkey.com/r/Richter_BTR in substantially the form appended as Schedule "F" by no later than the Claims Bar Date.
11. **ORDERS** that, unless otherwise authorized by this Court, any Creditor who does not file (or is not deemed to have filed) a duly completed and executed Proof of Claim Form in respect of a Claim in accordance with paragraph 10 hereof by the Claims Bar Date shall be forever barred from asserting such Claim against the Debtor, a Director or an Officer, as applicable and such Claim shall be forever extinguished and any holder of such Claim shall not be entitled to participate as a Creditor in the CCAA Proceedings or receive any further notice in respect of those proceedings and shall not be entitled to vote on any matter in those proceedings, including on the CCAA Plan or from advancing a Claim against the Debtor, a Director or an Officer, as applicable, or from receiving a distribution under the CCAA Plan or otherwise from the Debtor, or the Monitor on behalf of the Debtor, in respect of such Claim.

(iii) Review and determination of Claims

12. **ORDERS** that the following procedure shall apply where a Creditor delivers a completed and executed Proof of Claim Form to the Monitor on or before the Claims Bar Date:
- a) the Monitor, together with the Debtor and the Sponsor, shall review the completed and executed Proof of Claim Form and the terms set out therein to value the amounts for voting and distribution purposes;
 - b) where applicable, the Monitor shall send to the Creditor, by mail or email, a Notice of Revision or Disallowance in accordance with paragraph 43 hereof;
 - c) the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within ten (10) calendar days of the receipt of the Notice of Revision or Disallowance, file an appeal motion with the Court and serve a copy of such appeal motion to the Debtor and the Monitor;
 - d) if the Creditor does not file an appeal motion within the delay provided for above, such Creditor shall be deemed to have accepted the value of its Claim as set out in the Notice of Revision or Disallowance; and
 - e) where the Creditor appeals from the Notice of Revision or Disallowance or its Claim has not been finally determined prior to the date of any Creditor's Meeting, the Monitor, in conjunction with the Debtor and the Sponsor, will determine the amount of the Voting Claim.
13. **ORDERS** that the Monitor shall not be required to send to any Creditor a confirmation of receipt by the Monitor of any document provided by a Creditor pursuant to this Order and each Creditor shall be responsible for obtaining proof of delivery, if they so require, through their choice of delivery method.

(iv) D&O Claims

14. **ORDERS** that the Monitor shall review all Proof of Claims Forms filed on or before the Claims Bar Date concerning a Claim against a Director or an Officer (each a "D&O Claim") and shall provide a copy of each such D&O Claim to the relevant affected Director(s) or Officer(s) and shall work with Director(s) or Officer(s) to determine as promptly as possible whether such D&O Claim is covered, in full or in part, under any directors' and officers' insurance policy.
15. **ORDERS** that where a D&O Claim is covered under a directors' and officers' insurance policy and where such insurer has admitted or confirmed such coverage in writing (or where a final order of a court has been issued determining that the relevant Director or Officer is entitled to coverage under such directors' and officers' insurance policy) and such coverage is sufficient to pay in full the relevant D&O Claim, then such D&O Claim shall no longer constitute a Claim under this Order and the relevant Creditor and Director or Officer shall not be entitled to any indemnification from the Debtor in respect of such D&O Claim pursuant to any indemnification provisions of the Debtor's by-laws or any indemnification agreement in place with the Directors and Officers of the Debtor.
16. **ORDERS** that where a D&O Claim is covered under a directors' and officers' insurance policy and where such insurer has admitted or confirmed such coverage in writing (or where a final order of a court has been issued determining that the relevant Director or Officer is entitled to coverage under such directors' and officers' insurance policy) but such coverage is insufficient to pay in full the relevant D&O Claim, then only the amount of such deficiency in respect of such D&O Claim shall continue to constitute a Claim under this Order and shall be determined in accordance with paragraphs 12 and 13 of this Order.
17. **ORDERS** that where a D&O Claim is not covered under any directors' and officers' insurance policy, such D&O Claim shall continue to constitute a Claim under this Order and shall be determined in accordance with paragraph 12 and 13 of this Order.
18. **ORDERS** upon a D&O Claim becoming a Proven Claim (a "Proven D&O Claim"), the Monitor, in consultation with the relevant affected Director(s) or Officer(s), shall determine whether or not such Proven D&O Claim is subject to indemnification by the Debtor pursuant to the indemnification provisions of the Debtor's by-laws, or any other indemnification agreement in place with the Directors and Officers of the Debtor or pursuant to any legal obligation of the Debtor to indemnify such Directors and Officers. In the event that the Monitor and the relevant affected Director(s) or Officer(s) do not agree whether such Proven D&O Claim is subject to indemnification by the Debtor, then the Monitor shall file a petition with this Court for an order for directions concerning the entitlement of the affected Director(s) or Officer(s) to such indemnification.

CCAA PLAN

19. **ORDERS** that:
 - (a) the CCAA Plan (Exhibit R-1) is hereby accepted for filing;
 - (b) the Debtor shall seek approval of the CCAA Plan in the manner set forth herein; and
 - (c) any Claim against the Debtor, the Directors and the Officers shall be dealt with in accordance with the CCAA Plan, this Order and the CCAA.

20. **ORDERS** that the Debtor, in consultation with the Monitor, is hereby authorized to file any modification of, or amendment, variation or supplement to, the CCAA Plan, any CCAA Plan supplement or plans of reorganization, compromise or arrangement (or any one or more thereof) (each a "CCAA Plan Modification") prior to the Creditors' Meeting or at the Creditors' Meeting, in which case any such CCAA Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the CCAA Plan. The Debtor shall give notice of any such CCAA Plan Modification at the Creditors' Meeting prior to the vote being taken to approve the CCAA Plan. The Debtor may give notice of any such CCAA Plan Modification at or before the Creditors' Meeting by notice which shall be sufficient if, in the case of notice at the Creditors' Meeting, given to those Creditors present at such meeting in person or by proxy. The Monitor shall post on the Monitor's Website, as soon as possible, any such CCAA Plan Modification, with notice of such posting forthwith provided to the Service List.
21. **ORDERS** that after the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Debtor, in consultation with the Monitor, may at any time and from time to time modify, amend, vary or supplement the CCAA Plan, without the need for obtaining an Order or providing notice to the Creditors holding a Voting Claim, if the Monitor determines that such modification, amendment, variation or supplement would not be prejudicial to the interests of the Creditors under the CCAA Plan or the Sanction Order and is necessary or useful in order to give effect to the substance of the CCAA Plan or the Sanction Order. The Monitor shall post on the Monitor's Website, as soon as possible, any such modification, amendment, variation or supplement to the CCAA Plan.

CREDITORS' MEETING

(i) Creditors' Meeting

22. **ORDERS** that the Debtor be and is hereby authorized to convene, hold and conduct the Creditors' Meeting in respect of each of the Affected Creditors Classes on August 3, 2016, in Montréal, Québec, at such times designated by the Monitor, for the purpose of considering and, if deemed advisable, passing with or without variation, the Resolutions to approve the CCAA Plan, unless the Chair (as defined below), in accordance with paragraph 24 or 25 hereof, decides to adjourn, postpone or otherwise reschedule the Creditors' Meeting.
23. **ORDERS** that 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. Debtor and any Creditor may appeal from any decision of the Chair to the Court, within five (5) calendar days of any such decision.
24. **ORDERS** that the Chair be and is hereby authorized to adjourn the Creditors' Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Creditors' Meeting for the purpose of any adjournment).
25. **ORDERS** that the quorum required the Creditors' Meeting shall be in the case of the Affected Non-Customer Creditors' Class one Creditor present and entitled to vote at such meeting in person or by proxy or, in the case of the Affected Customers' Class, one Creditor present and entitled to vote at such meeting in person or by proxy or having voted using the link at www.surveymonkey.com/R/Richter_BTR. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned

by the Chair to such date, time and place as the Chair deems necessary or desirable in his or her discretion. The Chair shall decide on the manner of giving notice to the Creditors of the rescheduled meeting and may, if he or she deems it appropriate, restrict such notice to a notice posted on the Monitor's Website.

26. **ORDERS** that the only Persons entitled to attend and speak at the Creditors' Meeting are Creditors with Voting Claim and their proxy holders, representatives of the Debtor, members of the board of directors of the Debtor, representatives of the Monitor, the Chair and their respective legal and financial advisors. Any other Person may only be admitted to the Creditors' Meeting on invitation of the Chair.
27. **ORDERS** that any Proxy that any Creditor wishes to submit in respect of the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be substantially in the form sent by the Monitor, a draft of which is attached hereto as Schedule "H" (or in such other form acceptable to the Monitor or the Chair) and shall be either received by the Monitor by email, telecopier, mail, courier or registered mail at its office located at 1981 McGill College Avenue, 11th Floor, in the city and district of Montréal, Québec, H3A 0G6, Canada (Attention: 7098961 Canada Inc.'s Creditors' Meeting) prior to 5:00 p.m. (Montréal time) on August 2, 2016 or on the Business Day immediately preceding any adjournment, postponement or other rescheduling of such Creditors' Meeting, or (ii) deposited with the Chair at the Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) before the beginning of such Creditors' Meeting (or any such adjournment, postponement or other rescheduling).
28. **ORDERS** that in the absence of instruction to vote for or against the approval of the Resolutions in a duly signed and returned Proxy, the Proxy shall be deemed to include instructions to vote for the approval of the Resolutions.
29. **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting.

(ii) Notice of Creditors' Meeting

30. **ORDERS** that, in addition to the documents described in paragraph 5,6,7 and 8 hereof, on or before June 15, 2016, the Monitor shall publish on the Monitor's Website the following documents (collectively, the "**Meeting Materials**"):
 - (a) Proof of Claim form (Schedule "D");
 - (b) creditors' instructions for Proof of Claim (Schedule "E")
 - (c) a copy of the CCAA Plan (Schedule "G");
 - (d) a copy of the form of Proxy for Creditors (Schedule "H");
 - (e) creditors' instructions for Proxy for Creditors (Schedule "I")
 - (f) a copy of this Order; and

(g) a copy of the Monitor's Report on the CCAA Plan.

31. **ORDERS** that the Debtor is hereby authorized to make such modifications, amendments or supplements ("**Additional Information**") to the Meeting Materials (other than the CCAA Plan which may be modified, amended or supplemented in accordance with paragraphs 20 and 21 hereof) as the Debtor may determine, and the Debtor shall distribute or make available such Additional Information by one or more of the following methods determined in their discretion in consultation with the Monitor: (i) posting on the Monitor's Website; (ii) press release; (iii) regular mail, email, fax or delivery (in person or by courier); (iv) except for Proxies, distribution at the Creditors' Meetings; or (v) such other reasonably practicable method in the circumstances.
32. **ORDERS** that the Monitor shall send the Creditors' Meeting Materials to any other Creditor as the Monitor deems necessary up to and until the Meeting Date.
33. **ORDERS** that publications referred to in paragraph 30 hereof shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or represented 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 material need be served on such Persons in respect of these proceedings.

(iii) Voting Procedure

34. **ORDERS** that, at the Creditors' Meeting, the Chair shall be and is hereby authorized to direct a vote with respect to the Plan and any amendments thereto as the Debtor and the Monitor may consider appropriate.
35. **ORDERS** that any resolution to be voted on at the Creditors' Meeting or using the link at www.surveymonkey.com/R-Richter BTR in the case of the Affected Customers to approve, amend, vary or supplement the CCAA Plan, including the Resolutions, will be decided by a vote by ballot, unless with respect to the vote of Affected Non-Customer Creditors, the Chair decides, in his or her sole and absolute discretion, to hold such vote by way of show of hands, and that any other matter submitted for a vote at the Creditors' Meeting shall be decided by a majority of votes cast on a vote by a show of hands, unless the Chair decides, in his or her sole and absolute discretion, to hold such vote by way of ballot.
36. **ORDERS** that the only Persons entitled to vote at the Creditors' Meeting shall be Creditors with Voting Claims as of the Voting Record Date and their proxy holders. For the purposes of counting and tabulating the votes at the Creditors' Meeting, each Creditor with a Voting Claim shall be entitled to one (1) vote and the weight attributed to such vote shall be equal to the aggregate Canadian dollar value of such Voting Claim (if necessary, converted into Canadian dollars in accordance with paragraph 53 hereof). For the purposes of calculating a majority in number of the Creditors, each Creditor with a Proven Claim shall only be counted once even if such Creditor holds more than one Claim that has been approved for voting purposes. Each Creditor with a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Voting Claim as determined in accordance with this Order. A Creditor's Voting Claim shall not include fractional numbers and Voting Claims shall be rounded down to the nearest whole Canadian dollar amount.

37. **ORDERS** that if the amount of a Creditor's Claim is not resolved for voting purposes before the Voting Record Date in accordance with the Claims Process set forth herein, such Creditor shall be entitled to vote at the Creditors' Meeting based on that portion of its Claim which has been determined for voting purposes by the Monitor, in conjunction with the Debtor, without prejudice to the rights of the Debtor, or the Creditor, with respect to the final determination of such Creditor's Claim for distribution purposes in accordance with the terms of this Order and the CCAA Plan. Creditors whose Claims have been revised or disallowed, in full or in part, which revision or disallowance remains in dispute or under appeal in accordance with the Claims Process set forth herein shall have their voting intentions with respect to such disputed or disallowed amounts recorded by the Monitor and reported to this Court in accordance with paragraph 43 hereof.
38. **ORDERS** that the Monitor shall be directed to calculate 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 Creditors' Voting Claims pursuant to subparagraph 46(b) hereof had on the outcome of the votes cast at the Creditors' Meeting.
39. **ORDERS** that the results of any and all votes 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.

(iv) Notice of Transfers

40. **ORDERS** that, solely for voting purposes at the Creditors' Meeting, no assignee, transferee or purchaser of any Voting Claim who shall have acquired or become the assignee or transferee of such Voting Claim after the Voting Record Date shall have any right or entitlement whatsoever to attend or vote at, either in person or by proxy, a Creditors' Meeting, and further **ORDERS** that, any transferee, assignee or acquirer of a Voting Claim who acquired or became the assignee or transferee of such a Voting Claim on or prior to the Voting Record Date but whose name does not appear as of the Voting Record Date as the holder of such transferred or assigned Voting Claim may, prior to the Voting Record Date, deliver evidence satisfactory to the Monitor of (i) its ownership of the whole of such Voting Claim as of the Voting Record Date, and (ii) that such transfer or assignment was valid at Law, upon which:
- (a) such transferee or assignee shall be entitled to receive from the Monitor a package containing the Creditors' Meeting Materials;
 - (b) such transferee's or assignee's name shall be included on the list of Creditors entitled to vote at the Creditors' Meeting; and
 - (c) such transferee or assignee shall be entitled to attend and vote, either in person or by proxy, the transferor's or assignor's Voting Claim at the Creditors' Meeting in lieu and to the exclusion of the transferor's or assignor's right to attend and vote at the Creditor's Meeting with respect to the transferred Voting Claim.
- (v) Evidence that a Claim was Paid**
41. **ORDERS** that, should the Monitor receive evidence satisfactory to it that the Claim of a Creditor was paid in part or in full by a party other than the Debtor, such Claim shall be

reduced by the amount of the payment so made, for the purposes of calculating votes and for distributions under the CCAA Plan.

NOTICES AND COMMUNICATIONS

42. **ORDERS** that unless ordered otherwise herein, any notice or other communication to be given under this Order by a Creditor to the Monitor or the Debtor shall be in writing in substantially the form, if any, 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: **RICHTER ADVISORY GROUP INC.**

Mr. Benoît Gingues
Ms. Mirella Pisciueneri
E-mail: BTR@Richter.ca
Fax: 514-908-3797 or 1-866-773-2196

1981, McGill College
Montréal, Québec, H3A 0G6

Monitor's Counsel: **MCCARTHY TÉTRAULT**

Me Alain N. Tardif
Email : atardif@mccarthy.ca
Telecopier : (514) 875-6246

1000, de la Gauchetière Street West, Suite 2500
Montréal, Québec, H3B 0A2

Debtor's Counsel: **STIKEMAN ELLIOTT, LLP**

Me Guy P. Martel
Email : gmartel@stikeman.com
Telecopier : (514) 397-3493

Me Nathalie Nouvet
Email : nnouvet@stikeman.com
Telecopier : (514) 397-3583

1155 René-Lévesque West, 40th floor
Montréal, Québec, H3B 3V2

43. **ORDERS** that any notice or other communication to be given in connection with this Order by the Debtor or the Monitor to a Creditor, other than the Notice of the Claims Process and of the Creditors' Meeting to be published as provided in paragraph 5 herein, will be sufficiently given to a Creditor if given by prepaid ordinary mail, by courier, by delivery or by facsimile transmission or electronic mail to the Creditor to such address, facsimile number or email address appearing in the books and records of the Debtor or in any Proof of Claim Form filed by the Creditor. Any such notice or other

communication (a) if given by prepaid ordinary mail, shall be deemed received on the third (3rd) Business Day after mailing to a destination within Quebec, the fifth (5th) Business Day after mailing to a destination elsewhere within Canada or to the United States and the tenth (10th) Business Day after mailing to any other destination; (b) if given by courier or delivery, shall be deemed received on the Business Day following dispatch; (c) if given by facsimile transmission or electronic mail before 5:00 p.m. on a Business Day, shall be deemed received on such Business Day; and (d) if given by facsimile transmission or electronic mail after 5:00 p.m. on a Business Day, shall be deemed received on the following Business Day. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.

44. **ORDERS** that, in the event that the day on which any notice or communication required to be delivered pursuant to this Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.
45. **ORDERS** that, if during any period during which notices or other communication are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective. Notices and other communications given hereunder during the course of any such postal strike or postal work stoppage of general application shall only be effective if given by electronic mail, courier, delivery or facsimile transmission in accordance with this Order.

SANCTION HEARING

46. **ORDERS** that the Monitor shall report to this Court no later than two (2) calendar days after the Creditors' Meeting with respect to:
- (a) the results of the voting on the Resolutions to approve the CCAA Plan;
 - (b) the effect on the results of the vote had the Creditors also voted the amount of their Claim disputed for voting purposes; and
 - (c) any other matter which the Monitor considers relevant in view of the Sanction Hearing (as defined below).
47. **ORDERS** that, subject to further order of this Court, if the Plan has been accepted by the required majority set forth under the CCAA, the Debtors shall bring a motion presentable before this Court on August 5, 2016 (the "**Sanction Hearing**"), seeking an order sanctioning the CCAA (the "**Sanction Order**").
48. **ORDERS** that a copy of the motion seeking the Sanction Order be published on the Monitor's Website as soon as it is filed with this Court.
49. **ORDERS** that publication of the Notice of the Creditors Meeting and this Order pursuant to paragraphs 5, 6 and 7 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who are entitled to receive such service and no other form of service need be made and no other materials need be served on such Persons in respect of the Sanction Hearing.
50. **ORDERS** that any Person intending to object to the motion seeking the Sanction Order shall file with this Court a written notice containing a description of its proposed grounds of contestation and shall effect service of same upon counsel to the Debtor and the

Monitor, and upon those Persons listed on the service list published on the Monitor's Website, the whole before 4:30 p.m. (Montréal Time) on August 4, 2016.

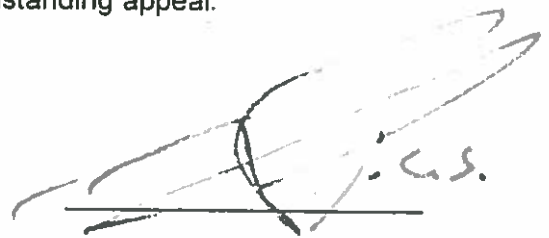
51. **ORDERS** that in the event that the Sanction Hearing is adjourned, postponed or otherwise rescheduled, only those Persons listed on the service list published on the Monitor's Website are required to be served with notice of the adjourned, postponed or otherwise rescheduled date.

AID AND ASSISTANCE OF OTHER COURTS

52. **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.

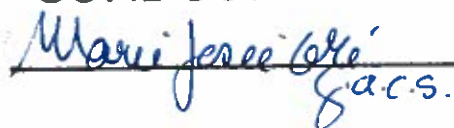
GENERAL PROVISIONS

53. **ORDERS** that for the purposes of this Order, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Filing Date.
54. **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.
55. **ORDERS** that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender.
56. **ORDERS** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.
57. **ORDERS** the provisional execution of this Order notwithstanding appeal.
58. **THE WHOLE** without costs.



MICHEL A. PINSONNAULT, J.C.S.

COPIE CONFORME



Marie-Josée Gosselin
J.C.S.

SCHEDULE "A"
NOTICE TO AFFECTED CUSTOMERS

[Begins on next page]

Dear BTR shopper,

As you may be aware, 7098961 Canada Inc. (formerly known as Beyond the Rack) is going through a Court-supervised restructuring process through proceedings it undertook in Montreal (Canada) on March 24, 2016. We understand that for many of you, this process has taken far too long to complete and has affected too many customers.

The good news is that the website BTR.com will continue to operate – now under new ownership and as a new company. We will be re-launching shortly with a new look and feel and all your account information will be transferred to the new site.

You are receiving this communication because either (i) you placed an order with Beyond the Rack **prior to** March 24, 2016 and that merchandise is no longer available to be delivered to you or (ii) a store credit was issued to you **prior to** March 24, 2016 which you are no longer able to use.

The court-appointed monitor overseeing the restructuring process is also handling the process by which you may choose to make a claim against 7098961 Canada Inc., which can be done at the following URL:

<http://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc-customers-claim>

Please be aware that the amount that will be paid on your claim will likely only represent a small percentage of the price of the undelivered items.

If you require further information or have any questions, please contact the BTR.com customer service team by emailing service@btr.com or by calling 1-877-733-4660 weekdays from 9AM until 6PM.

[NTD: only to customers with both pre and post filing orders] Please note that this email **does not** relate in any way to any orders placed **on or after** March 24, 2016.

For those orders placed on or after March 24, 2016, BTR is actively working with its brand partners to have these orders delivered to you as quickly as possible as we return to normal delivery timeframes.

We sincerely apologize if you've been frustrated by poor service in recent months and want to assure you that the entire BTR team is committed to providing the service you deserve as we re-launch as a new company and look forward to serving you in the future.

SCHEDULE "B"
NOTICE OF THE CUSTOMER CLAIM, AND OF THE CREDITORS' MEETING

[Begins on next page]

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-11-050409-164

SUPERIOR COURT
(Commercial Division)

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

**7098961 CANADA INC. (FORMERLY KNOWN AS
BEYOND THE RACK ENTERPRISES INC.)**

DEBTOR

- and -

RICHTER ADVISORY GROUP INC.

MONITOR

**NOTICE OF CUSTOMER CLAIM
AND OF THE CREDITORS' MEETING**

On March 24, 2016, the Quebec Superior Court (sitting as Tribunal designated under the Companies' Creditors Arrangement Act ("CCAA")) (the "Court") issued an order granting 7098961 Canada Inc. (formerly known as Beyond The Rack Enterprises Inc.) (the "Debtor") protection under the CCAA. Richter Advisory Group Inc. is the Court-Appointed Monitor during the period the Order is in force.

On May 24, 2016, an order was issued to approve the sale of substantially all the operating assets of the Debtor to 9721444 Canada Inc. (the "Purchaser") including its website BTR.com. The Purchaser has already informed Affected Customers (as defined below) that unfulfilled orders and store credits dated prior to March 24, 2016 will not be fulfilled or honored.

On June 13, 2016, the Debtor has filed with the Court, an amended plan of compromise (the "Plan").

If you are a customer having either an unfulfilled order or a store credit dated prior to March 24, 2016 and an amount is owing to you ("Affected Customer"), you are entitled to file a Customer Claim (as defined in the Plan).

As stated in the Plan, the Affected Customers have the following options for the full and final settlement, release and discharge of a Customer Claim:

- Option A: Payment of \$5.00 by cheque; or
- Option B: Store Credit of \$15.00 to be issued by the Purchaser.



If you have an unfulfilled order or a store credit dated prior to March 24, 2016 and that an amount is owing to you, please refer to the following link if you wish to file a Customer Claim and select between Option A or Option B:

https://www.surveymonkey.com/r/Richter_BTR

The Claims Bar Date (as defined in the C&M Procedure Order) for all Customer Claims is 5:00 p.m. (EST) on July 18, 2016. All Customer Claims must be completed online on or before the Claims Bar Date, failing which such Customer Claims will be barred and forever extinguished.

The Plan and information relating to the CCAA proceedings are available on our website at the following link: **<http://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>**

Creditors who have submitted a Proof of Claim and proven their Claim in the manner and within the time specified in the C&M Procedure Order are invited to attend the Meeting of Creditors of the Debtor being held on August 3, 2016 at 10:00 a.m. at 1981 McGill College Avenue, 11th Floor, Montréal QC H3A 0G6. At this meeting, these Creditors will be asked to consider and vote on the Plan proposed by the Debtor pursuant to the *Companies' Creditors Arrangement Act*, whether in person or by proxy. If the Plan is approved by the required majority of Affected Creditors, a further motion will be brought before the Court on August 5, 2016 seeking the sanction of the Plan.

Affected Customers can vote on the Plan at the following link:

https://www.surveymonkey.com/r/Richter_BTR

If you require further information or have any questions, please contact the BTR.com customer service team by emailing service@btr.com or by calling 1-877-733-4660 weekdays from 9:00 am until 6:00 pm.

bold { For further information about ~~your~~^{their} rights, ~~each~~ customers are invited to communicate with their local consumer protection office or bureau should you deem it necessary.



CANADA

PROVINCE DE QUEBEC
DISTRICT DE MONTREAL
No.: 500-11-050409-164

COUR SUPÉRIEURE
(Chambre Commerciale)

DANS L'AFFAIRE DU PLAN DE COMPROMIS DE

7098961 CANADA INC. (ANCIENNEMENT LES
ENTREPRISES BEYOND THE RACK INC.)

DÉBITRICE

- et -

RICHTER GROUPE CONSEIL INC.

CONTRÔLEUR

**AVIS DE RÉCLAMATION DU CLIENT
ET DE L'ASSEMBLÉE DES CRÉANCIERS**

Le 24 mars 2016, la Cour supérieure du Québec (siégeant à titre de Tribunal désigné en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (« LACC »)) (la « Cour ») a émis une ordonnance accordant à 7098961 Canada Inc. (anciennement Les Entreprises Beyond the Rack Inc.) (la « Débitrice ») protection en vertu de la LACC. Richter Groupe Conseil Inc. est le Contrôleur désigné par la Cour durant la période en vigueur de l'Ordonnance.

Le 24 mai 2016, une ordonnance a été rendue approuvant la vente des éléments d'actifs de la Débitrice à 9721444 Canada Inc. (l'« Acheteur ») incluant son site web BTR.com. L'Acheteur a déjà informé les Clients Affectés (tel que définis ci-dessous) que les commandes non complétées et les crédits de magasin datés avant le 24 mars 2016 ne seront pas remplis ou honorés.

Le 13 juin 2016, la Débitrice a déposé auprès du Tribunal un plan de compromis amendé (le « Plan »).

Si vous êtes un client ayant soit une commande non complétée ou un crédit de magasin datant d'avant la date du 24 mars 2016 et qu'un montant vous est dû (« Client Affecté »), vous avez le droit de déposer une Réclamation de Client (tel que défini dans le Plan).

Tel que mentionné dans le Plan, les Clients Affectés ont les options suivantes en règlement final et complet, quittance et libération d'une Réclamation de Client :

- Option A: Paiement de la somme de \$5.00 par chèque; ou
- Option B: Crédit de magasin au montant de \$15.00 à être émis par l'Acheteur.



Si vous détenez une commande non complétée ou un crédit de magasin portant une date antérieure au 24 mars 2016, et qu'un montant vous est dû, veuillez vous référer au lien ci-après si vous désirez déposer une Réclamation de Client et choisir entre l'option A et l'option B:

https://www.surveymonkey.com/r/Richter_BTR.

La Date Limite de Dépôt des Preuves de Réclamation (tel que défini dans l'Ordonnance de Procédure des Réclamations et de l'Assemblée des Créanciers) pour toutes les Réclamations de Clients est 5:00 p.m. (HNE) le 18 juillet 2016. Toutes les Réclamations de Clients doivent être complétées sur le site web le ou avant la Date Limite de Dépôt des Preuves de Réclamation, à défaut de quoi, ces Réclamations de Clients seront pour toujours prescrites et expirées.

Le Plan ainsi que les informations concernant les procédures en vertu de la LACC sont disponibles sur notre site web au lien suivant: **<http://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>**

Les Créanciers ayant soumis une Preuve de Réclamation et qui auront fait la preuve de leur réclamation dans la manière et dans les délais prévus à l'Ordonnance de Procédure des Preuves de Réclamation et de l'Assemblée des Créanciers sont invités à se présenter à l'Assemblée des Créanciers de la Débitrice qui aura lieu le 3 août 2016 à 10 heures, au 1981 avenue McGill College, 11^e étage, Montréal QC H3A 0G6. Au cours de cette assemblée, ces Créanciers seront invités à prendre connaissance et à voter sur le Plan proposé par la Débitrice en vertu de la *Loi sur les arrangements avec les créanciers des compagnies*, soit en personne ou par procuration. Si le Plan est approuvé par la majorité requise de Créanciers Affectés une requête subséquente sera présentée à la Cour le 5 août 2016, pour demander l'homologation du Plan.

Les Clients Affectés peuvent voter sur le Plan au lien suivant :

https://www.surveymonkey.com/r/Richter_BTR.

Si vous avez besoin d'informations additionnelles ou si vous avez toute autre question, veuillez communiquer par courriel avec l'équipe du service à la clientèle de BTR.com au **service@btr.com** ou par téléphone au 1-877-733-4660 du lundi au vendredi de 9 00 a.m. à 6 00 p.m.

SCHEDULE "C"
NOTICE OF THE CLAIMS PROCESS AND OF THE CREDITORS' MEETING

[Begins on next page]

**IN THE MATTER OF THE PLAN OF COMPROMISE OF 7098961 CANADA INC.
(FORMERLY KNOWN AS BEYOND THE RACK ENTERPRISES INC.)**

PRESS RELEASE / NOTICE TO CREDITORS

On March 24, 2016, the Quebec Superior Court (sitting as Tribunal designated under the *Companies' Creditors Arrangement Act* ("CCAA")) (the "Court") issued an order granting 7098961 Canada Inc. (formerly known as Beyond The Rack Enterprises Inc.) (the "Debtor") protection under the CCAA (the "Order"). Richter Advisory Group Inc. is the Court-Appointed Monitor during the period the Order is in force (the "Monitor").

On May 24, 2016, an order was issued to approve the sale of substantially all the operating assets of the Debtor to 9721444 Canada Inc. (the "Purchaser") including its website BTR.com.

On June 13, 2016, the Debtor has filed with the Court, an Amended Plan of Compromise (the "Plan") in settlement of all claims existing as of March 23, 2016.

On the same day, an order was rendered (the "C&M Procedure Order") for the process by which all Creditors must submit their Proof of Claims to the Monitor by July 18, 2016 (the "Claims Bar Date") and to hold a Meeting of Creditors on August 3, 2016 in order to vote on the Plan (the "Meeting of Creditors").

All capitalized terms not otherwise defined in this Press Release/Notice to Creditors shall bear the meaning given to them in the C&M Procedure Order, which is posted on Richter Advisory Group Inc.'s website (the "Monitor's Website"), at the following address:
<https://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>.

CLAIMS PROCESS

Any Person who believes he, she, or it has a Claim against the Debtor, its Directors and/or its Officers shall submit his, her or its Claim in a Proof of Claim (which can be found on the Monitor's Website), except in the case of an Excluded Claim (which includes Claims of any Person who provided goods and/or services to the Debtor on or after March 24, 2016).

All Creditors of the Debtor must submit their Proofs of Claim to the Monitor by email, facsimile transmission, mail, registered mail or courier so that the Monitor actually receives such Proofs of Claim by no later than 5:00 p.m. (EST) on July 18, 2016, or, for Creditors with Restructuring Claims arising after July 18, 2016, ten (10) days after the date of receipt by the Creditor of a notice of resiliation, repudiation or termination of the contract, lease, employment agreement or other agreement, at the following address:

Richter Advisory Group Inc.
Court-Appointed Monitor of
7098961 Canada Inc. (formerly known as Beyond The Rack Enterprises Inc.)
1981 McGill College Avenue
Montreal (Quebec) H3A 0G6

Fax: 514-908-3797 or 1-866-773-2196
E-mail: BTR@Richter.ca

CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

CREDITORS' MEETING

Creditors who have submitted a Proof of Claim and proven their Claim in the manner and within the time specified in the C&M Procedure Order are invited to attend the Meeting of Creditors of the Debtor being held on August 3, 2016 at 10:00 a.m. at 1981 McGill College Avenue, 11th Floor, Montréal QC H3A 0G6. At this meeting, these Creditors will be asked to consider and vote on the Plan proposed by the Debtor pursuant to the *Companies' Creditors Arrangement Act*, whether in person or by proxy. If the Plan is approved by the required majority of Affected Creditors, a further motion will be brought before the Court on August 5, 2016 seeking the sanction of the Plan.

The Plan, Proof of Claims, information relating to the meetings, and proxy forms for voting in respect of the Plan are available on the Monitor's Website.

Dated at Montreal, this 15th day of June 2016.

Consumer

IF YOU ARE A CUSTOMER HAVING EITHER AN UNFULFILLED ORDER OR A STORE CREDIT DATED PRIOR TO MARCH 24, 2016 AND AN AMOUNT IS OWING TO YOU, YOU MAY COMMUNICATE WITH YOUR LOCAL CONSUMER PROTECTION OFFICE OR BUREAU TO ENQUIRE ABOUT YOUR RIGHTS SHOULD YOU DEEM IT NECESSARY

**DANS L'AFFAIRE DU PLAN DE COMPROMIS DE 7098961 CANADA INC.
(ANCIENNEMENT LES ENTREPRISES BEYOND THE RACK INC.)**

COMMUNIQUÉ DE PRESSE / AVIS AUX CRÉANCIERS

Le 24 mars 2016, la Cour supérieure du Québec (siégeant à titre de Tribunal désigné en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (« LACC »)) (la « Cour ») a émis une ordonnance accordant à 7098961 Canada Inc. (anciennement Les Entreprises Beyond the Rack Inc.) (la « Débitrice ») protection en vertu de la LACC (l'« Ordonnance »). Richter Groupe Conseil Inc. est le Contrôleur désigné par la Cour durant la période en vigueur de l'Ordonnance (le « Contrôleur »).

Le 24 mai 2016, une ordonnance a été rendue approuvant la vente des éléments d'actifs de la Débitrice à 9721444 Canada Inc. (l'« Acheteur ») incluant son site web BTR.com.

Le 13 juin 2016, la Débitrice a déposé auprès du Tribunal un Plan de Compromis Amendé (le « Plan ») en règlement de toutes les réclamations existantes au 23 mars 2016.

Le même jour, une ordonnance a été rendue (l'« Ordonnance de Procédure des Réclamations et de l'Assemblée des Créanciers » pour le processus en vertu duquel tous les Créanciers doivent soumettre leur Preuve de Réclamation au Contrôleur au plus tard le 18 juillet 2016 (la « Date Limite de Dépôt des Preuves de Réclamation ») et pour tenir une Assemblée des Créanciers le 3 août 2016 afin de voter sur le Plan (l'« Assemblée des Créanciers »).

Tous les termes non définis dans le présent Communiqué de presse / Avis aux créanciers porteront la définition qui leur est donnée dans l'Ordonnance de Procédure des Réclamations et de l'Assemblée des Créanciers, laquelle est affichée sur le site internet de Richter Groupe Conseil Inc. (le « Site Web du Contrôleur ») à l'adresse suivante : <https://www.richter.ca/fr-ca/folder/insolvency-cases/0-9/7098961-canada-inc>.

PROCESSUS DE RÉCLAMATIONS

Toute Personne croyant détenir une réclamation à l'encontre de la Débitrice, de ses administrateurs et/ou de ses dirigeants devra soumettre sa Réclamation dans un formulaire de Preuve de Réclamation (disponible sur le Site Web du Contrôleur), à l'exception des détenteurs de « Réclamations Exclues », lesquelles comprennent les réclamations de toute Personne ayant fourni des biens et/ou services à la Débitrice le ou après le 24 mars 2016.

Tous les créanciers de la Débitrice devront soumettre leur Preuve de Réclamation au Contrôleur par courriel, télécopieur, poste, courrier recommandé ou messenger, de manière à ce que le Contrôleur reçoive ces Preuves de Réclamations au plus tard à 17 heures (HNE), le 18 juillet 2016 ou, pour les Créanciers ayant des réclamations désignées comme étant des « Réclamations de Restructuration » survenant après le 18 juillet 2016, au plus tard dix (10) jours après la date de réception par le Créancier d'un avis de résiliation, de rejet ou de terminaison d'un contrat, d'un bail, d'un contrat de travail ou autre entente, à l'adresse suivante :

Richter Groupe Conseil Inc.
Contrôleur désigné par la Cour de
7098961 Canada Inc. (anciennement Les Entreprises Beyond The Rack Inc.)
1981, avenue McGill College
Montréal (Québec) H3A 0G6

Télécopieur.: 514-908-3797 ou 1-866-773-2196
Courriel: BTR@Richter.ca

LES RÉCLAMATIONS N'AYANT PAS ÉTÉ REÇUES PAR LE CONTRÔLEUR AVANT LA DATE LIMITE DE DÉPÔT DES PREUVES DE RÉCLAMATION SERONT POUR TOUJOURS PRESCRITES ET EXPIRÉES.

ASSEMBLÉE DES CRÉANCIERS

Les Créanciers ayant soumis une Preuve de Réclamation et qui auront fait la preuve de leur réclamation dans la manière et dans les délais prévus à l'Ordonnance de Procédure des Preuves de Réclamation et de l'Assemblée des Créanciers sont invités à se présenter à l'Assemblée des Créanciers de la Débitrice qui aura lieu le 3 août 2016 à 10 heures (HNE), au 1981 avenue McGill College, 11^e étage, Montréal QC H3A 0G6. Au cours de cette assemblée, ces Créanciers seront invités à prendre connaissance et à voter sur le Plan proposé par la Débitrice en vertu de la *Loi sur les arrangements avec les créanciers des compagnies*, soit en personne ou par procuration. Si le Plan est approuvé par la majorité requise de Créanciers Affectés une requête subséquente sera présentée à la Cour le 5 août 2016, pour demander l'homologation du Plan.

Le Plan, les Preuves de réclamations et les informations concernant l'assemblée des créanciers, ainsi que les formulaires de procuration pour voter sur le Plan sont disponibles sur le Site Web du Contrôleur.

Daté à Montréal, ce 15^e jour de juin 2016.

SCHEDULE "D"
PROOF OF CLAIM FORM

[Begins on next page]

PROOF OF CLAIM

(See reverse for instructions)

IN THE MATTER OF THE PLAN OF COMPROMISE OF

7098961 Canada Inc. (Formerly known as Beyond The Rack Enterprises Inc.) (referred to in this form as the "Debtor")

and the claim of _____ (referred to in this form as "the Creditor")

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

..... (name of creditor)

..... (number and street)

..... (town, province, country, postal code)

E-mail address _____ Phone _____ Fax _____

I, _____ residing in the City of _____

in the Province of _____ do hereby certify that:

If you are an officer of the company, state position or title	1.	<input type="checkbox"/> I am the Creditor of the Debtor, or <input type="checkbox"/> I am of the Creditor.
	2.	<input type="checkbox"/> I have knowledge of all the circumstances connected with the claim referred to below.
The attached statement of accounts or affidavit (or solemn declaration) must specify the vouchers or other evidence in support of the claim	3.	The Debtor was, as at the date of the issuance of the Initial Order, namely the 24 th day of March 2016 and still is, indebted towards the creditor in the amount of \$....., as specified in the statement of accounts (or affidavit or solemn declaration) attached and marked Schedule A hereto, after deducting any counterclaims to which the Debtor is entitled.
Write down the amount of the Unsecured Claim against the Debtor	4.	Unsecured Claim in the amount of \$..... for which I do not hold any assets of the Debtor as security.
Write down the amount of the Restructuring Claim arising after March 24, 2016	6.	Restructuring Claim arising after March 24, 2016, in the amount of \$..... for which I do not hold any assets of the Debtor as security.



Write down the Claim against the Debtor's directors and/or officers	7.	D&O Claim in the amount of \$
Dated at this day of 2016		
..... PRINT NAME	 Signature of individual completing this form

Instructions for completing Proof of Claim forms

The duly completed Proof of Claim together with supporting documentation must be returned and received by the Monitor, by e-mail, facsimile, mail, courier or registered mail to the address set out below, no later than 5 00 p.m. (EST) on, 2016, or, for creditors with Restructuring Claims (as defined in the Claims and Meeting Procedure Order) arising after, 2016, ten (10) days after the date of receipt by the creditor of a notice of rescission, repudiation or termination of the contract, lease, employment agreement or other agreement (the "Claims Bar Date").

FAILURE TO FILE YOUR PROOF OF CLAIM AGAINST THE DEBTOR AND/OR ITS DIRECTORS OR OFFICERS BY THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING FOREVER EXTINGUISHED AND BARRED.

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

Proof of Claim:

1. The Proof of Claim must be completed and signed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as "Credit Manager", "Treasurer", "Authorized Agent", etc.
2. The person signing the Proof of Claim must have knowledge of the circumstances related with the claim.
3. All amounts claimed should be supported by a statement of accounts, an affidavit or a solemn declaration containing the details of such claim that must be marked "Schedule A". The date at which claims are to be calculated and the correct name of the Debtor must appear on the statement of accounts, affidavit or solemn declaration.
4. The person signing the Proof of Claim must insert the place and date and the signature must be witnessed.

Richter Advisory Group Inc.

Court-appointed Monitor of

7098961 Canada Inc. (Formerly known as Beyond The Rack Enterprises Inc.)

Fax: 514.908.3797 or 1 866.773.2196

E-mail: BTR@Richter.ca

PREUVE DE RÉCLAMATION
(voir les instructions au verso)

DANS L'AFFAIRE DU PLAN DE COMPROMIS DE :

7098961 Canada Inc. (anciennement Les Entreprises Beyond The Rack Inc.) (ci-après désignée par la « Débitrice »)

et de la réclamation de _____ (ci-après désigné par le « Créancier »).

Tout avis ou correspondance concernant la présente réclamation devrait être transmise à l'adresse suivante :

..... (nom du créancier)

..... (numéro et rue)

..... (ville, province, pays, code postal)

Courriel Téléphone Télécopieur

Je, _____ résidant dans la ville de _____

dans la Province de _____, certifie ce qui suit:

Si vous êtes un représentant de la société, précisez le poste ou la fonction	1. <input type="checkbox"/> Je suis le Créancier de la Débitrice, ou <input type="checkbox"/> Je suis _____ du Créancier.
	2. <input type="checkbox"/> Je suis au courant de toutes les circonstances entourant la réclamation visée par le présent formulaire.
L'état de compte, l'affidavit ou la déclaration solennelle annexé doit faire mention des pièces justificatives ou de toute autre preuve à l'appui de la réclamation.	3. La Débitrice était, à la date de la délivrance de l'Ordonnance initiale, soit le 24 ^e jour de mars 2016, endettée envers le créancier et l'est toujours pour une somme de _____ \$, comme l'indique l'état de compte (ou l'affidavit ou la déclaration solennelle) ci-annexé et désigné comme Annexe A, après déduction du montant de toute créance compensatoire à laquelle la Débitrice a droit.
Inscrivez le montant de la réclamation non garantie contre la Débitrice	4. Réclamation non garantie au montant de _____ \$ pour laquelle je ne détiens aucune sûreté à l'égard des actifs de la Débitrice à titre de garantie.
Inscrivez le montant de la réclamation liée à la restructuration de la Débitrice ayant pris naissance après le 24 mars 2016	6. Réclamation liée à la restructuration (« Restructuring Claims ») de la Débitrice ayant pris naissance après le 24 mars 2016 au montant de _____ \$ pour laquelle je ne détiens aucun avoir de la Débitrice à titre de garantie.

T.866.585.9751
BTR@richter.ca

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

Montréal, Toronto



Inscrivez le montant de la réclamation contre les administrateurs et/ou dirigeants de la Débitrice	7.	Réclamation au montant de _____ \$.
Signé à _____, ce _____ jour de _____ 2016		
_____ CARACTÈRE D'IMPRIMERIE		_____ Créancier (représentant du Créancier)

Instructions afin de compléter la Preuve de Réclamation :

La Preuve de Réclamation dûment remplie ainsi que les pièces justificatives doivent être transmises et reçues par le Contrôleur par voie de courrier électronique, télécopieur, poste, courrier ordinaire, messenger ou courrier recommandé à l'adresse indiquée ci-dessous au plus tard à 17 h (HNE) le 18 juillet 2016, ou, pour les créanciers ayant des réclamations désignées sous la version originale anglaise du Plan de compromis de 7098961 Canada Inc. comme étant des « *Restructuring Claims* » prenant naissance après le 27 mai 2016, au plus tard dix (10) jours après la date de réception par le créancier de l'avis de résiliation, de répudiation ou de terminaison du contrat, du bail, du contrat de travail ou autre entente (la « Date limite pour le dépôt des preuves de réclamation »).

À DÉFAUT DE PRODUIRE VOTRE PREUVE DE RÉCLAMATION CONTRE LA DÉBITRICE, SES ADMINISTRATEURS ET/OU DIRIGEANTS AU PLUS TARD À LA DATE LIMITE POUR LE DÉPÔT DES PREUVES DE RÉCLAMATION, VOTRE RÉCLAMATION SERA PRESCRITE ET ÉTEINTE À JAMAIS.

En complétant votre preuve de réclamation, une attention particulière devrait être portée aux notes en marge du formulaire de Preuve de réclamation et aux instructions suivantes :

Preuve de réclamation :

1. La Preuve de Réclamation doit être remplie et signée par une personne et non une société. Si vous agissez au nom ou pour le compte d'une société ou d'une autre personne, vous devez préciser votre poste ou vos fonctions au sein de cette société ou autre personne (par exemple, « directeur du crédit », « contrôleur », « agent autorisé », etc.).
2. La personne qui signe la Preuve de Réclamation doit connaître les faits entourant la réclamation.
3. Tous les montants doivent être appuyés par un état de compte, un affidavit ou une déclaration solennelle contenant les détails de la réclamation lequel doit être identifié « Annexe A ».
4. La personne signant la Preuve de Réclamation doit indiquer le lieu et la date, et doit le faire devant un témoin.

Richter Groupe Conseil Inc.

Contrôleur nommé par le tribunal de

7098961 Canada Inc. (anciennement Les Entreprises Beyond The Rack Inc.)

Télécopieur : 514.908.3797 ou 1.866.773.2196

Courriel: BTR@Richter.ca

SCHEDULE "E"
CREDITORS' INSTRUCTIONS FOR PROOF OF CLAIM

[Begins on next page]

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-11-050409-164

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE PLAN OF
COMPROMISE OF:

7098961 CANADA INC. (FORMERLY KNOWN
AS BEYOND THE RACK ENTERPRISES INC.)

DEBTOR

- and -

RICHTER ADVISORY GROUP INC.

MONITOR

**INSTRUCTIONS TO CREDITORS WHO WISH TO ASSERT THEIR CLAIMS AGAINST 7098961
CANADA INC. (FORMERLY KNOWN AS BEYOND THE RACK ENTERPRISES INC.), ITS
DIRECTORS AND/OR OFFICERS**

Please note that the bar date for the filing of all proofs of claims (collectively, the "Proofs of Claim, and each a "Proof of Claim") in respect of a Claim (as defined in the C&M Procedure Order") is July 8, 2016, at 5:00 PM (EST), or, for creditors with Restructuring Claims (as defined in the C&M Procedure Order) arising after June 1, 2016, ten (10) days after the date of receipt by the creditor of a notice of resiliation, repudiation or termination of the contract, lease, employment agreement or other agreement (the "Claims Bar Date").

FRANÇAIS AU VERSO

Pursuant to an Order of the Québec Superior Court granted on _____, 2016 (the "C&M Procedure Order"), a process (the "Claims Process") was approved for the purpose of identifying, establishing, adjudicating or otherwise resolving any and all Claims (as defined in the C&M Procedure Order) of any persons against 7098961 Canada Inc. (the "Debtor"), its directors and/or officers.

The purpose of these instructions is to provide you with the information required to file a Proof of Claim in respect of any Claims you may have against the Debtor, its directors and/or officers.

FILING A PROOF OF CLAIM

Please note that this form of Proof of Claim is only to be used if you have a Claim against the Debtor, its directors and/or officers.

Please review all the enclosed documents carefully.

T. 866.585.9751
BTR@richter.ca

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

Montréal, Toronto



If you have a Claim against the Debtor, its directors and/or officers you must complete, sign and provide to the Monitor a Proof of Claim with respect to such Claim(s) so that it is actually received by the Monitor on or before the Claims Bar Date. Otherwise such Claim(s) against the Debtor, its directors and/or officers will be forever barred and extinguished.

When submitting a Proof of Claim, you must attach any documents that support the Claim(s) and provide a description of the basis for the Claim(s).

A completed and signed Proof of Claim may be provided to the Monitor by e-mail at BTR@Richter.ca, facsimile at 514.908.3797 or 1.866.773.2196, mail, courier or registered mail to the address set out below.

FURTHER INFORMATION

If you have any questions regarding the Claims Process or any of the enclosed forms, please contact Richter Advisory Group Inc. at the following coordinates:

Richter Advisory Group Inc.

Court-appointed Monitor of
7098961 Canada Inc. (Formerly known as Beyond The Rack Enterprises Inc.)
1981 McGill College Avenue
Montreal QC H3A 0G6

Attention: Mr. Benoit Gingues and Ms. Mirella Pisciueneri

Telephone: 514.908.3796 or 1.866.585.9751

Fax: 514.908.3797 or 1.866.773.2196

E-mail: BTR@Richter.ca

Additional Proof Claim forms can be found on the Monitor's website at <https://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>, or obtained by contacting the Monitor at the coordinates indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information you will receive, as soon as practicable, additional Proof of Claim forms.

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
Nº: 500-11-050409-164

COUR SUPÉRIEURE
(Chambre commerciale)

DANS L'AFFAIRE DU PLAN DE COMPROMIS DE :

7098961 CANADA INC. (ANCIENNEMENT LES
ENTREPRISES BEYOND THE RACK INC.)

DÉBITRICE

- et -

RICHTER GROUPE CONSEIL INC..

CONTRÔLEUR

**INSTRUCTIONS AUX CRÉANCIERS QUI DÉSIRENT FAIRE VALOIR UNE RÉCLAMATION CONTRE 7098961
CANADA INC. (ANCIENNEMENT LES ENTREPRISES BEYOND THE RACK INC.), SES ADMINISTRATEURS
ET/OU DIRIGEANTS**

Veuillez prendre note que la Date limite de dépôt des preuves de réclamation (collectivement, les « Preuves de réclamation », chacune une « Preuve de réclamation ») à l'égard d'une « Réclamation », tel que désigné par le terme anglais « *Claims* » dans l'Ordonnance, est à 17 heures (HNE) le 8 juillet 2016, ou pour les créanciers ayant des réclamations désignées dans l'Ordonnance comme étant des « *Restructuring Claims* » prenant naissance après le 27 avril 2016, au plus tard dix (10) jours après la date de réception par le créancier de l'avis de résiliation, de répudiation ou de terminaison du contrat, du bail, du contrat de travail ou autre entente (la « Date limite pour le dépôt des preuves de réclamation »).

ENGLISH ON REVERSE

Conformément à une ordonnance rendue par la Cour Supérieure du Québec le _____ 2016 (l'« Ordonnance »), un processus (le « Processus de réclamation ») a été approuvé dans le but d'identifier, établir, statuer ou autrement résoudre toute « Réclamation » de toutes personnes à l'encontre de la Débitrice, ses administrateurs et/ou dirigeants.

Ces instructions ont pour objectif de vous fournir les informations requises pour déposer une Preuve de réclamation à l'égard de toute « Réclamation » que vous pourriez faire valoir à l'encontre de la Débitrice, ses administrateurs et/ou ses dirigeants.

DÉPÔT D'UNE PREUVE DE RÉCLAMATION

Veuillez prendre note que ce formulaire doit être utilisé seulement si vous avez une « Réclamation » contre la Débitrice et/ou ses administrateurs ou ses dirigeants.

Veuillez prendre connaissance attentivement de tous les documents ci-joints.

T..866.585.9751
BTR@richter.ca

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

Montréal, Toronto



Si vous avez une « Réclamation » à faire valoir contre la Débitrice, ses administrateurs et/ou dirigeants, vous devez remplir, signer et transmettre au Contrôleur, de façon à ce qu'elle soit reçue par le Contrôleur avant ou à la Date limite de dépôt des preuves de réclamation (soit le _____ 2016), une Preuve de réclamation à l'égard d'une « Réclamation » contre la Débitrice, ses administrateurs et/ou dirigeants, à défaut de quoi ladite « Réclamation » sera prescrite et éteinte à jamais.

Lorsque vous soumettez une Preuve de réclamation, vous devez y joindre tous les documents justifiant la (les) « Réclamation(s) » et donner une description de ce qui a donné naissance à la (aux) « Réclamation(s) ».

La Preuve de réclamation dûment remplie et signée doit être transmise au Contrôleur par courriel à BTR@Richter.ca, par télécopieur au 514.908.9737 ou 1.866.773.2196, par courrier ordinaire, par messenger ou courrier recommandé à l'adresse ci-dessous.

INFORMATIONS SUPPLÉMENTAIRES

Pour toutes questions concernant le Processus de réclamation ou n'importe lequel des documents ci-joints, nous vous prions de communiquer avec Richter Groupe Conseil Inc. aux coordonnées suivantes :

Richter Groupe Conseil Inc.

Contrôleur nommé par le tribunal de

7098961 Canada Inc. (anciennement Les Entreprises Beyond The Rack Inc.)

1981, avenue McGill College

Montréal QC H3A 0G6

À l'attention de M. Benoît Gingues et Mme Mirella Pisciuoneri

Téléphone : 514.908.3796 ou 1.866.585.9751

Télécopieur : 514.908.3797 ou 1.866.773.2196

Courriel : BTR@Richter.ca

Des formulaires de Preuve de Réclamation peuvent être obtenus sur le site Web du Contrôleur à l'adresse suivante <https://www.richter.ca/fr-ca/folder/insolvency-cases/0-9/7098961-canada-inc>, ou en communiquant avec le Contrôleur aux coordonnées indiquées ci-dessus et en fournissant les détails quant à votre nom, adresse, adresse courriel et numéro de télécopieur. Lorsque le contrôleur aura reçu cette information, vous recevrez, aussitôt que possible, des formulaires additionnels de Preuve de Réclamation.

SCHEDULE "F"
LINK FOR AFFECTED CUSTOMERS

[Begins on next page]

Beyond The Rack

7098961 Canada Inc. (formerly known as Beyond the Rack Enterprise Inc.)

Please review your current information on the Debtor's website [here](#)

* 1. Please provide your contact information

Name

Address

Address 2

City/Town

State/Province

ZIP/Postal Code

Country

Email Address

Phone Number

- * 2. Store Credit (confirm amount, must relate to prior to March 24, 2016)

- * 3. Pre-filing order (confirm amount, must relate to prior to March 24, 2016)

- * 4. Settlement choice for the above pre-filing order and/or store credit

- ☐ Payment of \$5.00 by cheque
- ☐ Credit note of \$15.00 to be issued by new BTR

5. Plan of Arrangement vote

- ☐ Yes
- ☐ No

Done

SCHEDULE "G"
CCAA PLAN

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CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL
No.: 500-11-050409-164

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)

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

**7098961 CANADA INC. (formerly known as
BEYOND THE RACK ENTERPRISES INC.)
Debtor**

-and-

**RICHTER ADVISORY GROUP INC.
Monitor**

<p>AMENDED PLAN OF COMPROMISE OF 7098961 CANADA INC. (formerly known as BEYOND THE RACK ENTERPRISES INC.) (Section 11 of the <i>Companies' Creditors Arrangement Act</i>, R.S.C., 1985, c. C-36)</p>

WHEREAS:

- A. 7098961 Canada Inc., formerly known as Beyond the Rack Enterprises Inc. (the "Debtor"), is insolvent;
- B. The Debtor has sought and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA");
- C. The Debtor obtained an Order of the Superior Court of Quebec (Commercial Division) (the "Court") under the CCAA on March 24, 2016 (as same may be amended, restated or varied from time to time, the "Initial Order"); and
- D. The Debtor hereby proposes this Plan of Compromise under and pursuant to the CCAA.

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Plan (including the Schedules hereto), unless otherwise stated or unless the subject matter or context otherwise requires:

"Affected Claim" means any Claim against the Debtor, excluding Unaffected Claims;

"Affected Creditor" means any Creditor holding an Affected Claim under the Plan;

"Affected Creditor Classes" means the Affected Customers' Class and the Affected Non-Customer Creditors' Class;

"Affected Customers" means any Affected Creditor holding a Customer Claim;

"Affected Customers' Class" means the class of Affected Customers entitled to vote on the Plan at the Creditors' Meeting;

"Affected Non-Customer Creditors" means all Affected Creditors other than the Affected Customers;

"Affected Non-Customer Claims" means all Affected Claims other than the Customer Claims;

"Affected Non-Customer Creditors' Class" means the class of Affected Non-Customer Creditors entitled to vote on the Plan at the Creditors' Meeting;

"affiliate" has the meaning given to that term in the *Canada Business Corporations Act* as in effect on the date hereof;

"APA" means the agreement to be entered into by the Debtor and the Purchaser which provides for the sale of the Purchased Assets;

"Applicable Law" means, in respect of any Person, property, transaction, event or other matter, any law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, and policies, in each case, having the force of law, of any Governmental Authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance;

"Basket Amount" means an amount of \$310,000;

"Business" means the direct and indirect business operations and activities of the Debtor and its affiliates;

"Business Day" means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the *Code of Civil Procedure*, R.S.Q., c. C-25, as amended);

"CCAA Charges" has the meaning ascribed to such term in the Initial Order;

"CCAA Proceedings" means the proceedings under the CCAA in respect of the Debtor;

"Claim" means any right or claim of any Person against the Debtor, a Director or an Officer (as a result of such Director's or Officer's position, supervision, management or involvement as a Director or Officer of the Debtor), whether asserted or not, in connection with any indebtedness, liability or obligation of any kind whatsoever, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety, warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation any claim arising from or caused by the breach, termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (legal, statutory, equitable, fiduciary or otherwise), any right of ownership or title to property, employment, contract, a trust or deemed trust, howsoever created, any claim made or asserted against the Debtor through any affiliate, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, together with any interest accrued thereon or costs payable in respect thereof, as well as any claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the BIA and shall include, without limitation, any Restructuring Claim, provided however, that in no case a Claim shall include an Excluded Claim;

"Claims and Meeting Procedure Order" means the Order to be made by the Court under the CCAA that, among other things, establishes procedures for proving Claims, and for the Creditors' Meeting, as same may be amended, restated or varied from time to time;

"Claims Bar Date" means the claims bar date for Claims against the Debtor as set out in the Claims and Meeting Procedure Order;

"Conditions Precedent" means the conditions precedent to the implementation of the Plan set out in Section 5.3 of the Plan;

"Creditor" means any Person 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 and includes a Known Creditor. A Creditor shall not include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;

"Creditors' Meeting" means, in respect of any Affected Creditors Class, the meeting or meetings of the Affected Creditors to be called and held pursuant to the Claims and Meeting Procedure Order, for the purpose of considering and voting upon the Plan and includes any adjournment, postponement or rescheduling of such meeting or meetings;

"Customer Claims" means Claims resulting from (i) orders received by Debtor prior to March 24, 2016 that were unfulfilled and outstanding as of March 24, 2016 and remain unfulfilled and outstanding (ii) store credits issued by the Debtor prior to March 24, 2016 that were unfulfilled and outstanding as of March 24, 2016 and remain unfulfilled and outstanding;

"Director" means anyone who was, or may be deemed to be, at any time prior to and from and including the Filing Date, a director of the Debtor;

"Disputed Claim" means that portion of an Affected Claim of an Affected Creditor in respect of which a Proof of Claim has been filed in accordance with the Claims and Meeting Procedure Order, and which is the subject of negotiation with the Monitor or adjudication before the Court, and that at any particular time, has not been finally determined to be a Proven Claim in whole or in part, or is subject to a revision or disallowance that is contested in accordance with the Claims and Meeting Procedure Order, or any other Order made in the CCAA Proceedings and as such is not a Proven Claim in whole or in part;

"Distribution Date" means the date or dates from time to time set in accordance with the provisions of the Plan at the sole and absolute discretion of the Monitor to effect distributions in respect of the Proven Claims of the Affected Creditors;

"Employees" means any and all former and current employees of the Debtor, including, for greater certainty and without limiting the generality of the foregoing, (i) full-time, part-time or temporary employees, (ii) employees who are on approved leaves of absence (including maternity leave, parental leave, short-term disability leave, workers' compensation and other statutory leaves), and (iii) employees being the object of a temporary or permanent layoff;

"Employee Post-Filing Priority Claim" means claims for wages, salaries, commissions or compensation for services rendered by them after the Filing Date and on or before the Plan Implementation Date;

"Employee Pre-Filing Priority Claim" means claims equal to the amounts that such Employees would have been qualified to receive under paragraph 136(1)(d) of the BIA if the Debtor had become bankrupt on the Filing Date;

"Equity Claim" shall have the meaning ascribed thereto in Section 2 of the CCAA;

"Equity Interest" shall have the meaning ascribed thereto in Section 2 of the CCAA;

"Excluded Claim" means (i) any Claim secured by the CCAA Charges (ii) Post-Filing Trade Payables, (iii) all outstanding fees and disbursements of the Monitor and of the professionals having acted on behalf of the Debtor and the Monitor in the context of the CCAA Proceedings and (iv) any other Claim ordered by the Court to be treated as an Excluded Claim;

"Excluded Creditor" means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;

"Final Order" means a final Order of the Court, the implementation, operation or effect of which shall not have been stayed, varied, vacated or subject to pending appeal and as to which any appeal periods relating thereto shall have expired;

"Filing Date" means March 24, 2016;

"Government Priority Claims" means all Claims of Governmental Authorities in respect of amounts that are outstanding and that are of a kind that could be subject to a demand on or before the Final Distribution Date under:

- (a) subsections 224(1.2) and 224(1.3) of the Tax Act;
- (b) any provision of the *Canada Pension Plan* or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the Tax Act and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or employee's premium or employer's premium as defined in the *Employment Insurance Act* (Canada), or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the Tax Act; or
 - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

"Known Creditor" means a Creditor whose Claim is included in the Debtor's books and records;

"Monitor" means Richter Advisory Group Inc., in its capacity as court-appointed monitor of the Debtor;

"Monitor's Implementation Certificate" means the certificate substantially in the form appended as Schedule "B" to the Sanction Order to be filed with the Court declaring that all of the Conditions Precedent to implementation of the Plan have been satisfied or waived in accordance with the Sanction Order;

"Monitor's Website" means www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc;

"New Equity" means a number of new common shares of 7098961 as determined by the Sponsor representing 100% of the equity of 7098961 following the implementation of this Plan.

"Officer" means anyone who was, or may be deemed to be, at any time prior to and from and including the Filing Date, an officer of the Debtor;

"Order" means any order of the Court;

"Person" means any individual, partnership, firm, joint venture, trust, entity, corporation, limited or unlimited liability company, body corporate, unincorporated association or organization, governmental body or agency, or similar entity, howsoever designated or constituted and any individual or other entity owned or controlled by or which is the agent of any of the foregoing;

"Plan" means this Plan of Compromise filed by the Debtor under the CCAA, as such Plan may be amended, varied or supplemented from time to time by the Debtor, acting reasonably, and by the Monitor, all in accordance with the terms hereof;

"Plan Implementation Date" means the Business Day or Business Days on which all of the Conditions Precedent have been fulfilled or, to the extent permitted pursuant to the terms and conditions of the Plan, waived, as evidenced by the Monitor's Certificate to be filed with the Court;

"Plan Sanction Date" means the date that the Sanction Order is made by the Court;

"Proof of Claim" means the form to be completed and filed by a Creditor, pursuant to the Claims and Meeting Procedure Order, by the applicable Claims Bar Date setting forth its applicable Claim;

"Post-Filing Trade Payables" means post-filing date trade payables that were incurred by the Debtor (i) after the Filing Date and (ii) in the ordinary course of business;

"Proven Claim" means the amount of any Claim of any Creditor as of the Filing Date, determined in accordance with the provisions of the CCAA and the Claims and Meeting Procedure Order, or as otherwise agreed upon, and proven by delivering a duly completed and executed Proof of Claim to the Monitor;

"Purchased Assets" means all of the assets purchased by the Purchaser under the APA;

"Purchaser" means 9721444 Canada Inc. or one of its affiliates;

"Released Parties" as defined in section 4.1(a) of this Plan;

"Remaining Assets" means all of the Debtor's right, title and interest in, to and under, or relating to, the assets, claims, property and undertaking, owned or used or held by the Debtor for use in, or relating to the Business, but excluding the Purchased Assets;

"Required Majority" means, in respect of any Affected Creditor Class, the affirmative vote of a majority in number in such Affected Creditor Class having Voting Claims and voting on its Resolution (in person or by proxy) at the Creditors' Meeting in respect of such Affected Creditor Class and representing not less than 66 2/3% in value of the Voting Claims voting (in person or by proxy) at such Creditors' Meeting;

"Resolution" means the resolution to approve the Plan;

"Restructuring Claim" means any Claim arising as a result or in connection with the restructuring, repudiation, re-negotiation or termination by any of the Debtor of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Filing Date, including any right of any Person who receives a notice of repudiation or termination from the Debtor; provided however, that a Restructuring Claim shall not include an Excluded Claim;

"Restructuring Transactions" means those steps and transactions may be necessary or desirable to give effect to this Plan, which steps and transactions may include one or more incorporations, mergers, amalgamations, consolidations, arrangements, continuations, restructurings, conversions, liquidations, windings-ups, dissolutions, transfers, reorganizations, repayments, redemptions, exchanges, cancellations, discharges or other transactions;

"Sanction Hearing" means the Court hearing of the Debtor's motion for the Sanction Order;

"Sanction Order" means the Order to be granted by the Court as contemplated under the Plan which, *inter alia*, approves and sanctions the Plan and the transactions contemplated thereunder, which shall be a Final Order;

"Sponsor" means 9721444 Canada Inc. or one of its affiliates;

"Tax" means any and all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer, health, excise, franchise, real property, and personal property taxes and other taxes, customs, duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, penalties, fines, fees, other charges and additions with respect thereto;

"Tax Act" means the *Income Tax Act* (Canada) and the legislations promulgated thereunder, as amended from time to time;

"Tax Claims" means claims of any Taxing Authorities against the Debtor arising from and after the Plan Implementation Date;

"Tax Obligation" means any amount of Tax owing by a Person to a Taxing Authority;

"Tax Statutes" means section 159 of the Tax Act, section 270 of the *Excise Tax Act*, section 14 of the *Tax Administration Act* (Quebec), or any other similar, federal, provincial or territorial tax legislation;

"Taxing Authorities" means anyone of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or non-Canadian government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and **"Taxing Authority"** means any one of the Taxing Authorities, as well as any corresponding taxing authorities of a foreign jurisdiction;

"Unaffected Claims" means the Excluded Claims and the Employee Post-Filing Priority Claims;

"Unaffected Creditors" means a Creditor who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim;

"Voting Claim" of a Creditor means the Proven Claim of the Creditor unless the Proven Claim of the Creditor is not finally determined at the time of the Creditors' Meeting, in which case it means the Claim of the Creditor which is accepted for voting purposes in accordance with the provisions of the Claims and Meeting Procedure Order, the Plan and the CCAA;

1.2 Time

For purposes of the Plan, unless otherwise specified, all references to time herein and in any document issued pursuant hereto, means prevailing local time in Montreal, Quebec, Canada, unless otherwise stipulated.

1.3 Date and Time for any Action

For purposes of the Plan:

- (a) In the event that any date on which any action is required to be taken under the Plan by any Person is not a Business Day, that action shall be required to be taken on the next succeeding day which is a Business Day, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day; and
- (b) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day.

1.4 Successors and Assigns

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, liquidators, receivers and trustees in bankruptcy, successors and assigns of any Person or party named or referred to in the Plan.

1.5 Governing Law

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

1.6 Governing Language

In the event of any conflict, inconsistency, ambiguity or difference between the English version of the Plan and any translations thereof, the English version shall govern and be paramount, and the applicable provision in the translation thereof shall be deemed

to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose and Background

The purpose of the Plan is to effect a compromise, settlement and payment of all Affected Claims as finally determined for voting and distribution purposes, with the expectation that all Persons with an economic interest in the Debtor will derive a greater benefit from the implementation of the Plan than would result from a bankruptcy.

2.2 Persons Affected

The Plan provides for the compromise of Affected Claims. On the Plan Implementation Date, each Affected Claim will be fully and finally compromised, released, settled and discharged under the Plan. The Plan shall be binding on and enure to the benefit of the Debtor, the Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the Plan.

2.3 Persons Not Affected

For greater certainty, the Plan does not affect the Unaffected Creditors with respect to and to the extent of compromising their Unaffected Claims.

2.4 Equity Claims

All persons holding Equity Claims or Equity Interests shall not be entitled to vote at or attend the Creditors' Meeting, and shall not receive a distribution under the Plan or otherwise receive anything in respect of their shares. On the Plan Implementation Date, all Equity Claims and Equity Interests shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

2.5 Basket Amount and New Equity

On the Plan Implementation Date, the Basket Amount shall be remitted by the Sponsor to the Monitor in return for the New Equity. The Basket Amount is to be held in the Monitor's trust account pending distribution pursuant to the terms hereof.

2.6 Liquidation of Remaining Assets

The Debtor will conduct and/or complete the orderly liquidation of all Remaining Assets, and on the Plan Implementation Date, the proceeds of such liquidation, if any, shall be remitted to the Monitor in the Monitor's trust account (collectively referred to as the "Liquidation Proceeds"). The Liquidation Proceeds, if any, shall serve to pay all outstanding fees and disbursements of the Monitor and of the professionals having acted

on behalf of the Debtor and the Monitor in the context of the CCAA Proceedings, if any. Prior to the Plan Implementation Date, the Debtor, may, if deemed advisable by the Debtor and the Monitor, elect to abandon any and all Remaining Assets.

2.7 Distribution of the Basket Amount

The Basket Amount and the Liquidation Proceeds, if any will be distributed by the Monitor, in a timely manner, as follows:

- a) First, to pay \$68,000 of the Monitor and the Debtor's outstanding professional fees and disbursements; and
- b) Second, to pay Employee Pre-Filing Priority Claims and Government Priority Claims, in full;
- c) Third, the remaining balance, if any, to pay amounts payable in respect of Customer Claims, as set forth in Section 3.2 of the Plan;
- d) Finally, the remaining balance (the "Basket Balance"), if any, shall be distributed to and shared by the holders of Affected Non-Customer Claims on a *pro-rata* basis as set forth in Section 3.3 of the Plan.

ARTICLE 3 CLASSIFICATION OF CREDITORS AND RELATED MATTERS

3.1 Classification of Creditors

For the purpose of considering, voting on and receiving distributions under the Plan, the Affected Creditors are divided into two (2) classes as set forth below:

- a) The Affected Customers' Class; and
- b) The Affected Non-Customer Creditors' Class.

3.2 Treatment of Customer Claims

Each Affected Customer with Proven Claims will, in full and final satisfaction of its Customer Claim, receive, at its option, which must be exercised prior to the Claims Bar Date in the manner set forth in the Claims and Meeting Procedure Order, either (i) payment of the sum of \$5.00 by cheque or (ii) a store credit in the amount of \$15.00 that will be issued and honoured by the Purchaser.

3.3 Treatment of Affected Non-Customer Claims

The Affected Non-Customer Creditors with Proven Claims will, in full and final satisfaction of their Proven Claims, receive their *pro-rata* share of the Basket Balance in

proportion to their respective Proven Claims. Notwithstanding the foregoing, the Monitor shall not be obliged to effect payment of any distribution to Affected Non-Customer Creditors entitled to receive less than \$5.00 hereunder.

3.4 Affected Claims

Affected Creditors will be entitled to vote their Voting Claim at the Creditors' Meetings in respect of the Plan and shall be entitled to receive the distributions provided for under and pursuant to the Plan.

3.5 Priority Claims

The Employee Pre-Filing Priority Claims and the Government Priority Claims, if any, shall be paid on or after the Plan Implementation Date from the Basket Amount pursuant to and in accordance with Section 2.7 of the Plan, the Sanction Order and the CCAA. The Employee Post-Filing Claims shall be assumed by the Debtor and paid in the normal course of business.

3.6 Creditors' Meetings

The Creditors' Meeting held in respect of each Affected Creditor Class shall be held in accordance with the Plan, the Claims and Meeting Procedure Order and any further Order of the Court. The only Persons entitled to attend the Creditors' Meeting shall be representatives of the Debtor and its legal counsel and advisors, the Monitor and its legal counsel and all other Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting and their legal counsel and advisors.

3.7 Voting

Each Affected Creditor in each of the Affected Creditors Classes who is entitled to vote at the Creditors' Meeting for such Affected Creditors Class, pursuant to and in accordance with the Claims and Meeting Procedure Order, the Plan and the CCAA, shall be entitled to one vote equal to the dollar value of its Affected Claim determined as a Voting Claim.

3.8 Procedure for Valuing Voting Claims

The procedure for the filing and adjudication of Claims is set forth in the Claims and Meeting Procedure Order.

3.9 Approval by Creditors

In order to be approved, the Plan must receive an affirmative vote in the Required Majority in each of the Affected Creditors Classes.

3.10 Interest

Interest shall not accrue or be paid on Affected Claims after the Filing Date, and no holder of an Affected Claim shall be entitled to interest accruing on or after the Filing Date and any Claims in respect of interest accruing on or after the Filing Date shall be deemed to be forever extinguished and released.

ARTICLE 4 PLAN RELEASES

4.1 Plan Releases

- (a) On the Plan Implementation Date, 9523669 Canada Inc. and its affiliates, the Debtor, the Monitor and the Sponsor and their past and present directors, employees, financial advisors, legal counsel, representatives and agents, (being herein referred to individually as a "Released Party") 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, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Affected Creditor or other Person may be entitled to assert, including any and all Claims in respect of the payment and receipt of proceeds and statutory liabilities of the directors, the employees and any alleged fiduciary or other duty (whether such employees are acting as director, officer, member or employee), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan that are in any way relating to, arising out of or in connection with the Claims, the Business whenever or however conducted, the Plan, the CCAA Proceedings, or any Claim that has been barred or extinguished by this Plan or the Claims and Meeting Procedure Order and all Claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the Debtor's obligations under the Plan or any related document), all to the full extent permitted by Applicable Law, provided that nothing herein shall release or discharge (A) any Released Party if such party is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed criminal, fraudulent or other wilful misconduct (B) any personal guarantee provided by a director of the Debtor (C) any director of the Debtor with respect to matters set out in section 5.1(2) of the CCAA or (D) the Debtor in respect of Unaffected Claims.

- (b) The Sanction Order will enjoin the prosecution, whether directly, derivatively or otherwise, of any Claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged, compromised or terminated pursuant to the Plan.

ARTICLE 5

COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION

5.1 Application for Sanction Order

If the Required Majority in each of the Affected Creditors Classes approves the Plan, the Debtor shall apply for the Sanction Order on or before the date set in the Claims and Meeting Procedure Order for the hearing of the Sanction Order or such later date as the Court may set. The Sanction Order shall not become effective until the Plan Implementation Date.

5.2 Sanction Order

The Sanction Order shall, among other things:

- (a) declare that (i) the Plan has been approved by the Required Majority of each of the Affected Creditors Classes in conformity with the CCAA, (ii) the Debtor has complied with the provisions of the CCAA and the Orders of the Court made in the CCAA Proceedings in all respects, (iii) the Court is satisfied that the Debtor has not done or purported to do anything that is not authorized by the CCAA, and (iv) the Plan is fair and reasonable;
- (b) declare that as of the filing of the Monitor's Certificate, the Plan and all associated steps, compromises, transactions, arrangements, and releases effected thereby are approved, binding and effective upon the Debtor, all Affected Creditors, the Released Parties and all other Persons and Parties affected by the Plan;
- (c) authorize the Monitor to perform its duties and functions and fulfil its obligations under the Plan to facilitate the implementation thereof;
- (d) compromise, discharge and release the Released Parties from any and all Affected Claims of any nature in accordance with the Plan, and declare that the ability of any Person to proceed against the Released Parties in respect of or relating to any Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims be permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;
- (e) authorize and direct the Monitor to administer and finally determine the Affected Claims of Affected Creditors and to manage the distribution of

the Basket Amount in accordance with the applicable provisions of the Plan;

- (f) declare that any Affected Claim for which a Proof of Claim has not been filed by the Claims Bar Date in accordance with the Claims and Meeting Procedure Order shall be forever barred and extinguished;
- (g) declare that all distributions to and payments by or at the direction of the Monitor, in each case on behalf of the Debtor, to the Affected Creditors with Proven Claims under the Plan are for the account of the Debtor and the fulfillment of its obligations under the Plan including to make distributions to Affected Creditors with Proven Claims;
- (h) declare that the Monitor shall not incur any liability under the Tax Statutes in respect of its making any payments, ordered or permitted under the Sanction Order and is thereby forever released, remised and discharged from any Claims against it under the Tax Statutes or otherwise at law, arising in respect of payments made under the Plan and the Sanction Order and any Claims of such nature are thereby forever barred;
- (i) declare that in no circumstances will the Monitor have any liability for the Debtor's tax liabilities regardless of how or when such liability may have arisen; and
- (j) declare that the Debtor and the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan, including without limitation regarding the distribution mechanics thereunder and under the Plan.

5.3 Conditions Precedent to Implementation of the Plan

The implementation of the Plan shall be conditional upon the fulfilment or waiver, where applicable, of the following conditions precedent (collectively the "Conditions Precedent"):

- (a) The Claims and Meeting Procedure Order shall have been granted by the Court;
- (b) The Plan shall have been approved by the Required Majority of each of the Affected Creditors Classes at the Creditors' Meetings;
- (c) The Sanction Order shall have been granted by the Court in form satisfactory to the Debtor and the Monitor, and for greater certainty shall be a Final Order; and

- (d) All conditions contained in the Revised Term Sheet submitted by Gestion Optifer Inc. and dated April 20, 2016 have been met to the Sponsor's satisfaction.

5.4 Monitor's Certificate

Upon the fulfilment or waiver of the Conditions Precedent to implementation of the Plan as set out in Section 5.3 of the Plan, the Monitor shall file the Monitor's Certificate with the Court.

ARTICLE 6 LIQUIDATION AND OTHER CORPORATE MATTERS

6.1 Articles of Dissolution

Upon filing the Monitor's Certificate with the Court, the Debtor and/or the Monitor shall be authorized, but not required, to proceed with the liquidation or amalgamation of the Debtor, which shall include preparing and filing articles of dissolution with this Court (the "**Articles of Dissolution**") and obtaining a certificate of dissolution from the Director appointed under the *Canada Business Corporations Act*.

6.2 Directors

Upon filing the Articles of Dissolution, the term of office of those individuals who are directors of the Debtor shall terminate.

ARTICLE 7 GENERAL

7.1 Binding Effect

On the Plan Implementation Date:

- (a) the Plan will become effective;
- (b) the treatment of Affected Claims under the Plan shall be final and binding for all purposes and enure to the benefit of the Debtor, all Affected Creditors, the Released Parties and all other Persons and Parties named or referred to in, or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) all Affected Claims shall be and shall be deemed to be forever discharged and released, except only the obligations to make distributions in respect of such Affected Claims in the manner and to the extent provided for in the Plan;

- (d) each Person named or referred to in, or subject to the Plan, will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety; and
- (e) each Person named or referred to in, or subject to the Plan, shall be deemed to have executed and delivered to the Debtor all consents, releases, directions, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

7.2 Waiver of Defaults

From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Debtor then existing or previously committed by the Debtor, or caused by the Debtor, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale, deed, licence, permit or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Debtor arising directly or indirectly from the filing by the Debtor under the CCAA and the implementation of the Plan and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Debtor from performing its obligations under the Plan or be a waiver of defaults by the Debtor under the Plan and the related documents. This Section does not affect the rights of any Person to pursue any recoveries for a Claim that may be obtained from a guarantor (other than the Debtor) and any security granted by such guarantor.

7.3 Deeming Provisions

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

7.4 Sections 95 to 101 of the *Bankruptcy and Insolvency Act (Canada)*

Notwithstanding section 36.1 of the CCAA, sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act (Canada)* do not apply to the present Plan, and neither the Monitor nor a Creditor may exercise a right or recourse, or bring an action or suit based on these sections or any similar provisions of an applicable Law against any Released Party

7.5 Modification of the Plan

- (a) The Debtor, in consultation with the Monitor, reserves the right to file any modification of, or amendment, variation or supplement to, this Plan (a "**Plan Modification**"). prior to the Creditors' Meeting or at the Creditors' Meeting, in which case any such Plan Modification shall, for all purposes,

be and be deemed to form part of and be incorporated into the Plan. The Debtor shall give notice of any such Plan Modification at the Creditors' Meeting in respect of the Affected Creditors prior to the vote being taken to approve the Plan. The Debtor may, after having consulted the Monitor, give notice of any such Plan Modification at or before any Creditors' Meeting by notice which shall be sufficient if, in the case of notice at any Creditors' Meeting, given to those Affected Creditors present at such meeting in person or by proxy. The Monitor shall post on the Monitor's Website, as soon as possible, any such Plan Modification.

- (b) After the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Debtor, in consultation with the Monitor, may at any time and from time to time, modify, amend, vary or supplement the Plan, without the need for obtaining an Order or providing notice to the Affected Creditors if the Monitor determines that such modification, amendment, variation or supplement would not be materially prejudicial to the interests of the Affected Creditors under the Plan or the Sanction Order and is necessary or useful in order to give effect to the substance of the Plan or the Sanction Order. The Monitor shall post on the Monitor's Website, as soon as possible, any such modification, amendment, variation or supplement to the Plan.

7.6 Restructuring Transactions

The Debtor shall take actions as may be necessary or appropriate to effect any Restructuring Transactions deemed appropriate or desirable by the Debtor and the Sponsor, after consultation with the Monitor, including all of the transactions described in this Plan and the transactions necessary or appropriate to simplify the corporate structure of the Debtor or any successor (including the Purchaser) and to effect a restructuring of their respective businesses. The form of each Restructuring Transaction shall, where applicable, be determined by each of the Debtor and Sponsor and their successors party to any Restructuring Transaction, and shall be approved by the Monitor, provided, however, that the Debtor and the Sponsor reserve the right to undertake transactions in lieu of or in addition to such Restructuring Transactions as the Debtor and the Sponsor may deem necessary or appropriate under the circumstances and as approved by the Monitor. Notwithstanding the foregoing or any other provision of this Plan, the implementation of any of the Restructuring Transactions or other transactions undertaken in accordance with this Section shall not affect the distributions to be made under this Plan.

7.7 Paramountcy

Except with respect to the Unaffected Claims, on the Plan Implementation Date, any conflict between:

- (a) the Plan; and

- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Debtor as at the Plan Implementation Date;

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority.

7.8 Severability of Plan Provisions

If, prior to the Plan Sanction Date, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Debtor and with the consent of the Monitor, shall have the power to either (a) sever such term or provision from the balance of the Plan and provide the Debtor with the option to proceed with the implementation of the balance of the Plan as of and with effect from the Plan Implementation Date, or (b) alter and interpret such term or provision to make it valid or 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 holding, alteration or interpretation, and provided that the Debtor proceeds with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

7.9 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings with respect to the Debtor and not in its personal or corporate capacity for any and all acts, or decisions to not act in the implementation of the Plan, whether same occurs before or after the Plan Implementation Date. The Monitor is acting and will continue to act in its capacity as Monitor in the CCAA Proceedings with respect to the Debtor and not in its personal and corporate capacities while establishing any of the Distribution Dates, Materials Record Date, or the timing or sequence of the transactions under the Plan. The Monitor will not be responsible or liable for any obligations of the Debtor, including with respect to the making of distributions or the receipt of any distribution by a Affected Creditor pursuant to the Plan. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Claims and Meeting Procedure Order, and any other Order made in the CCAA Proceedings.

7.10 Different Capacities

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not

affect such Person in any other capacity, unless expressly agreed by the Person in writing or unless its Claims overlap or are otherwise duplicative.

7.11 Further Assurances

Each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of this Plan that deems any transaction or event to occur without further formality.

DATED as of the 10th day of June, 2016.

SCHEDULE "H"
FORM OF PROXY

[Begins on next page]

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-11-050409-164

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE PLAN OF COMPROMISE
OF:

7098961 CANADA INC. (FORMERLY KNOWN AS
BEYOND THE RACK ENTERPRISES INC.)

DEBTOR

- and -

RICHTER ADVISORY GROUP INC.

MONITOR

**PROXY, INSTRUCTIONS AND ELECTION NOTICE FOR AFFECTED CREDITORS IN THE MATTER OF
THE PLAN OF COMPROMISE OF 709896 CANADA INC.
(FORMERLY KNOWN AS BEYOND THE RACK ENTERPRISES INC.)**

THE MEETING OF CREDITORS will be held at the time and place below pursuant to the Order of the Quebec Superior Court (Commercial Division) issued on TBD (the "C&M Procedure Order") to allow them to vote on the CCAA Plan of Compromise of 7098961 Canada Inc. (Formerly known as Beyond The Rack Enterprises Inc.) filed pursuant to the *Companies' Creditors Arrangement Act* (as may be amended from time to time, the "CCAA Plan").

On August 3, 2016 10 a.m. (HST)
at 1981 McGill College Avenue, 11th Floor, Montréal QC H3A 0G6,

as maybe adjourned, postponed or rescheduled (the "Creditors' Meeting").

Montreal, June 20, 2016.

RICHTER ADVISORY GROUP INC.
COURT-APPOINTED MONITOR OF
7098961 CANADA INC.
(FORMERLY BEYOND THE RACK ENTERPRISES INC.)

T.866.585.9751
BTR@richter.ca

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

Montréal, Toronto



CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: 500-11-050409-164

SUPERIOR COURT
(Commercial Division)

IN THE MATTER OF THE PLAN OF COMPROMISE OF:

7098961 CANADA INC. (FORMERLY KNOWN AS
BEYOND THE RACK ENTERPRISES INC.)

DEBTOR

- and -

RICHTER ADVISORY GROUP INC.

MONITOR

**PROXY, AFFECTED CREDITORS' INSTRUCTIONS
AND ELECTION NOTICE**

PLEASE COMPLETE, SIGN AND DATE THIS PROXY AND RETURN IT TO RICHTER ADVISORY GROUP INC., IN ITS CAPACITY AS MONITOR, SO THAT IT RECEIVES IT BY NO LATER THAN 5.00 P.M. (EST) ON AUGUST _____, 2016 (THE "VOTING DEADLINE") OR AT ANY TIME BEFORE 5.00 P.M. (EST) ON THE BUSINESS DAY IMMEDIATELY PRECEDING ANY ADJOURNMENT, POSTPONEMENT OR RESCHEDULING OF THE CREDITORS' MEETING. THIS FORM OF PROXY MAY ALSO BE DEPOSITED WITH THE CHAIR AT THE CREDITORS' MEETING BEFORE THE BEGINNING OF THE CREDITORS' MEETING.

LA VERSION FRANÇAISE DE CE FORMULAIRE DE PROCURATION SERA DISPONIBLE SUR LE SITE WEB DU CONTRÔLEUR DÉSIGNÉ AUX TERMES DE LA LACC, À L'ADRESSE <https://www.richter.ca/fr-ca/folder/insolvency-cases/0-9/7098961-canada-inc>.

Please use this Proxy if you do not wish to attend the Creditors' Meeting to vote in person but wish to appoint a proxyholder to attend the Creditors' Meeting, vote your Claim to accept or reject the Plan and otherwise act for and on your behalf at the Creditors' Meeting and any adjournment(s), postponement(s) or rescheduling(s) thereof.

On TBD, 2016, the Quebec Superior Court (Commercial Division) issued an order establishing certain procedures for the purpose of identifying, establishing, adjudicating or otherwise resolving all Claims against the Debtor and for the conduct of the Creditors' Meeting (the "C&M Procedure Order"), a copy of which is available on the Monitor's Website at <https://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>. The C&M Procedure Order contains important information regarding the voting process. Please read the C&M Procedure Order and the instructions sent with this Form of Proxy prior to submitting this Form of Proxy.

The Plan is attached to the Notice of Meeting of the Petitioner dated TBD, 2016, a copy of which you have received. All capitalized terms used but not defined in this Form of Proxy shall have the meanings ascribed to such terms in the C&M Procedure Order. You should review the CCAA Plan before you vote.

If the Plan is sanctioned by the Quebec Superior Court, it will be binding on you whether or not you vote.

T.866.585.9751
ETR@richter.ca

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

Montréal, Toronto



IN THE MATTER OF THE PLAN OF COMPROMISE OF 7098961 CANADA INC.

ITEM 1 APPOINTMENT OF PROXYHOLDER

By checking one of the two boxes below, the undersigned Affected Creditor hereby revokes all proxies previously given and nominates, constitutes and appoints either _____ or a representative of Richter Advisory Group Inc., in its capacity as Monitor, as proxyholder (if you would like the Monitor to act as your proxyholder, leave space blank) with full power of substitution, to attend, vote and otherwise act for and on behalf of the undersigned at the Creditors' Meeting and any adjournment(s) thereof, and to vote the amount of the Creditors' Claim. Without limiting the generality of the power hereby conferred, the person named as proxyholder is specifically directed to vote as shown below. The person named as proxyholder is also directed to vote at the proxyholder's discretion and otherwise act for and on behalf of the undersigned with respect to any amendments or variations to the Plan and to any matters that may come before the Creditors' Meeting or any adjournment thereof and to vote the amount of the Affected Creditor's Claim(s) for voting purposes as follows (mark only one):

☐ Vote **FOR** approval of the Plan ☐ Vote **AGAINST** approval of the Plan

Please note that if no specification is made hereinabove, the Affected Creditor will be deemed to have voted FOR approval of the Plan.

Dated this _____ day of _____, 2016.

Print Name of Affected Creditor

Signature of Affected Creditor or, if the Affected Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust

Title of the authorized signing officer of the corporation, partnership or trust, if applicable

E-mail address of Affected Creditor

Telephone of Affected Creditor or authorized signing officer

Mailing Address of Affected Creditor

No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan. This Form of Proxy is not a letter of transmittal and may not be used for any purpose other than to appoint a proxyholder and to cast votes to accept or reject the Plan.

YOUR ORIGINAL FORM OF PROXY AND VOTE MUST BE ACTUALLY RECEIVED BY THE MONITOR AT THE CO-ORDINATES LISTED BELOW ON OR BEFORE 5:00 P.M. (EST) ON THE VOTING DEADLINE TBD, 2016, OR AT ANY TIME PRIOR TO 5:00 P.M. (EST) ON THE BUSINESS DAY IMMEDIATELY PRIOR TO THE ADJOURNMENT, THE POSTPONEMENT OR THE RESCHEDULING OF THE CREDITORS MEETING.

**RICHTER ADVISORY GROUP INC.
MONITOR OF 7098961 CANADA INC. (FORMERLY KNOWN AS BEYOND THE RACK ENTERPRISES INC.)
1981 McGill College Avenue
Montréal QC H3A 0G6
Subject: 7098961 Canada Inc.'s Creditors' Meeting
Email: BTR@richter.ca
Fax: 514.908-3797 – 1.866.773.2196**

This Proxy and vote may also be hand-delivered to the Chair of the Creditors' Meeting, prior to the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof.

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL FORM OF PROXY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT THE MONITOR AT 514-908-3796 or 1-866-585-9751 OR VISIT THE MONITOR'S WEBSITE AT <https://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>.

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
No.: 500-11-050409-164

COUR SUPÉRIEURE
(Chambre commerciale)

DANS L'AFFAIRE DU PLAN DE COMPROMIS DE :

7098961 CANADA INC. (ANCIENNEMENT LES
ENTREPRISES BEYOND THE RACK INC.)

DÉBITRICE

- et -

RICHTER GROUPE CONSEIL INC.

CONTRÔLEUR

**PROCURATION, INSTRUCTIONS ET AVIS DE CHOIX AUX CRÉANCIERS VISÉS DANS L'AFFAIRE DU PLAN
DE COMPROMIS DE 7098961 CANADA INC.
(ANCIENNEMENT LES ENTREPRISES BEYOND THE RACK INC.)**

L'ASSEMBLÉE DES CRÉANCIERS se tiendra à la date et l'adresse ci-dessous conformément à l'ordonnance de la Cour supérieure du Québec (Chambre commerciale) rendue le ____ 2016 (l'« **Ordonnance** ») afin de permettre aux créanciers de considérer et de voter sur le Plan de compromis de 7098961 Canada Inc. (anciennement Les Entreprises Beyond The Rack Inc.) déposé en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (tel que modifié, varié, mis-à-jour ou complété de temps à autre, le cas échéant, le « **Plan** »).

Le 3 août 2016 à 10 h (HNE)
au 1981 avenue McGill College, 11^e étage, Montréal QC H3A 0G6,

telle qu'ajournée, reportée ou remise (l'« **Assemblée des Créanciers** »).

Montréal, le ____ juin 2016.

RICHTER GROUPE CONSEIL INC.
CONTRÔLEUR NOMMÉ PAR LE TRIBUNAL DE
7098961 CANADA INC.
(ANCIENNEMENT LES ENTREPRISES BEYOND THE RACK INC.)

T.866.585.9751
BTR@richter.ca

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

Montréal, Toronto



CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
No.: 500-11-050409-164

COUR SUPÉRIEURE
(Chambre commerciale)

DANS L'AFFAIRE DU PLAN DE COMPROMIS DE :

7098961 CANADA INC. (ANCIENNEMENT LES
ENTREPRISES BEYOND THE RACK INC.)

DÉBITRICE

- et -

RICHTER GROUPE CONSEIL INC.

CONTRÔLEUR

**PROCURATION, INSTRUCTIONS AUX CRÉANCIERS VISÉS
ET AVIS DE CHOIX**

VEUILLEZ REMPLIR, SIGNER ET DATER LE PRÉSENT FORMULAIRE DE PROCURATION ET LE FAIRE PARVENIR AU CONTRÔLEUR, RICHTER GROUPE CONSEIL INC., AU PLUS TARD À 17 H (HNE) LE ____ 2016 (LA « DATE LIMITE POUR VOTER »), OU EN TOUT TEMPS AVANT 17 H (HNE) LE JOUR OUVRABLE PRÉCÉDANT IMMÉDIATEMENT LA DATE À LAQUELLE L'ASSEMBLÉE DES CRÉANCIERS EST ÉVENTUELLEMENT AJOURNÉE OU REPORTÉE. UNE PROCURATION PEUT ÉGALEMENT ÊTRE REMISE AU PRÉSIDENT DE L'ASSEMBLÉE DES CRÉANCIERS AVANT L'OUVERTURE DE LADITE ASSEMBLÉE DES CRÉANCIERS OU DE SA REPRISE EN CAS D'AJOURNEMENT OU DE REPORT.

THE ENGLISH VERSION OF THIS FORM OF PROXY IS AVAILABLE ON THE WEB SITE OF THE MONITOR APPOINTED UNDER THE CCAA AT <https://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>.

Veillez utiliser le présent Formulaire de procuration si vous ne souhaitez pas assister à l'Assemblée des Créanciers afin d'y voter en personne, mais souhaitez plutôt nommer un fondé de pouvoir qui assistera l'Assemblée des Créanciers pour vous, qui votera en votre nom pour ou contre le Plan selon vos directives et qui agira par ailleurs en votre nom à l'Assemblée des Créanciers et à tout ajournement, tout report ou toute remise de celle-ci.

Le 24 mai 2016, la Cour supérieure du Québec (Chambre commerciale) a prononcé une ordonnance établissant certaines formalités afin d'identifier, établir, statuer ou autrement résoudre les réclamations contre la Débitrice et pour le déroulement de l'Assemblée des Créanciers (l'« Ordonnance »), dont un exemplaire est disponible sur le site web du Contrôleur au <https://www.richter.ca/fr-ca/folder/insolvency-cases/0-9/7098961-canada-inc>. L'Ordonnance contient des renseignements importants sur la procédure de vote. Veuillez lire l'Ordonnance relative à l'Assemblée des Créanciers et les instructions ci-jointes avant de transmettre la présente procuration.

Le Plan est joint à l'Avis de convocation de la Débitrice daté du 27 mai 2016, dont vous avez reçu copie. Les définitions figurant dans l'Ordonnance (tel que défini ci-dessus) s'appliquent au présent formulaire de procuration. Vous devriez lire le Plan avant de voter.

Si la Cour supérieure du Québec homologue le Plan, le Plan vous liera, même si vous n'avez pas voté.

T.866.585.9751
BTR@richter.ca

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

Montréal, Toronto



POUR QUE LA DÉSIGNATION DE VOTRE FONDÉ DE POUVOIR, VOTRE VOTE ET, LE CAS ÉCHÉANT, VOS CHOIX SOIENT PRIS EN COMPTE, LE CONTRÔLEUR DOIT RECEVOIR VOTRE PROCURATION AUX COORDONNÉES MENTIONNÉES CI-APRÈS AU PLUS TARD À 17 H (HNE), À LA DATE LIMITE POUR VOTER (LE _____ 2016) OU EN TOUT TEMPS AVANT 17 H (HNE) LE JOUR OUVRABLE PRÉCÉDANT IMMÉDIATEMENT LA DATE À LAQUELLE L'ASSEMBLÉE DES CRÉANCIERS EST ÉVENTUELLEMENT AJOURNÉE OU REPORTÉE.

RICHTER GROUPE CONSEIL INC.
CONTRÔLEUR DE 7098961 CANADA INC.
(ANCIENNEMENT LES ENTREPRISES BEYOND THE RACK INC.)
1981, avenue McGill College
Montréal QC H3A 0G6
Objet : Assemblée des créanciers de 7098961 Canada Inc.
courriel : BTR@richter.ca
Télécopieur : 514.908.3797 – 1.866.773.2196

Une Procuration et votre vote peuvent également être remis en mains propres au président de l'Assemblée des Créanciers, avant le début de cette assemblée.

SI VOUS AVEZ DES QUESTIONS CONCERNANT LA PRÉSENTE PROCURATION OU LES FORMALITÉS DE VOTE, OU SI VOUS AVEZ BESOIN DE FORMULAIRES DE PROCURATION ET DE VOTE OU DE COPIES SUPPLÉMENTAIRES DES DOCUMENTS CI-JOINTS, VEUILLEZ COMMUNIQUER AVEC LE CONTRÔLEUR AU 514.908.3796 ou 1.866.585.9751 OU VOUS RENDRE SUR LE SITE WEB DU CONTRÔLEUR AU <https://www.richter.ca/fr-ca/folder/insolvency-cases/0-9/7098961-canada-inc>.

**DANS L'AFFAIRE DU PLAN DE COMPROMIS DE 7098961 CANADA INC.
(ANCIENNEMENT LES ENTREPRISES BEYOND THE RACK INC.)**

RUBRIQUE 1 NOMINATION D'UN FONDÉ DE POUVOIR

En cochant l'une des deux cases ci-après, le créancier visé soussigné révoque par les présentes toute procuration préalablement donnée et désigne comme fondé de pouvoir soit _____, soit un représentant de Richter Groupe Conseil Inc., *ès qualités de contrôleur* (si vous souhaitez que le contrôleur soit votre fondé de pouvoir, veuillez ne rien inscrire), avec pleins pouvoirs de substitution, afin qu'il assiste, vote ou agisse par ailleurs pour le soussigné à l'Assemblée des Créanciers et à toute reprise de celle-ci en cas d'ajournement, et qu'il exerce les droits de vote rattachés à la réclamation du soussigné. Sans que soit limitée la généralité du pouvoir conféré par les présentes, le fondé de pouvoir est tenu de voter de la façon indiquée ci-après. Le fondé de pouvoir est par ailleurs autorisé à voter à son gré et à agir par ailleurs pour le compte du soussigné à l'égard de toute modification du Plan et de toute question pouvant être soumise à l'Assemblée des Créanciers ou à toute reprise de celle-ci en cas d'ajournement et à exercer les droits de vote rattachés à ou ses réclamation(s), de la façon indiquée ci-après :

☐ Vote **POUR** l'approbation du Plan

☐ Vote **CONTRE** l'approbation du Plan

Veuillez noter qu'en l'absence d'indication le créancier visé sera réputé avoir voté POUR l'approbation du Plan.

Fait en ce _____ jour de _____ 2016.

Inscrire le nom du créancier visé en caractères d'imprimerie

Signature du créancier visé ou, s'il s'agit d'une société par actions, d'une société de personne ou d'une fiducie, de son signataire autorisé

Fonctions du signataire autorisé de la société par actions, de la société de personnes ou de la fiducie, selon le cas

Adresse courriel du créancier visé

Numéro de téléphone du créancier visé ou du signataire autorisé

Adresse postale du créancier visé

Aucune commission ou autre rémunération ne sera payable à un courtier, à un intermédiaire ou à quiconque d'autre qui sollicite des votes relatifs au Plan. Le présent formulaire de procuration et de vote n'est pas une lettre d'envoi et peut servir uniquement à nommer un fondé de pouvoir et à voter pour l'acceptation ou le rejet du Plan.

SCHEDULE "I"
CREDITORS' INSTRUCTIONS FOR FORM OF PROXY

[Begins on next page]

INSTRUCTIONS FOR COMPLETION OF FORM OF PROXY AND VOTE

1. All capitalized terms used but not defined in this Proxy and Vote forms shall have the meanings ascribed to such terms in the C&M Procedure Order, a copy of which is available on the Monitor's Website at <https://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>.
2. Please read and follow these instructions carefully. Your Form of Proxy must be actually received by the Monitor by email, facsimile transmission, mail, courier or registered mail, by no later than 5:00 p.m. (EST) on TBD, 2016, or at any time prior to 5:00 p.m. (EST) on the Business Day immediately prior to any adjournment, postponement or rescheduling of the Creditors' Meeting. Your Proxy may also be hand-delivered to the Chair of the Creditors' Meeting, prior to the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof.
3. In order to appoint a proxyholder for the Creditors' Meeting using this Proxy and for your vote to accept or reject the Plan to count, you must:
 - a. If you wish to vote by proxy rather than in person at the Creditors' Meeting, either write in the name of your proxyholder in Item 1 or, if you would like a representative of the Monitor to act as your proxyholder, leave the space blank;
 - b. Check the appropriate box in Item 1 if you wish to vote by proxy rather than in person at the Creditors' Meeting (NOTE: if you do not check either box, you will be deemed to have voted FOR approval of the Plan);
 - c. Sign the Proxy — your original signature is required on the Proxy in order to appoint a proxyholder and vote at the Creditors' Meeting;
 - d. If you are completing the Proxy as a duly authorized representative of a corporation or other entity, indicate your relationship with such corporation or other entity and the capacity in which you are signing, and if subsequently requested, provide proof of your authorization to so sign. In addition, please provide your name and mailing address; and
 - e. Return the completed Proxy to the Monitor by no later than 5:00 p.m. (EST) on TBD, 2016, or at any time prior to 5:00 p.m. (EST) on the Business Day immediately prior to any adjournment, postponement or rescheduling of the Creditors' Meeting. Your Proxy may also be hand-delivered to the Chair of the Creditors' Meeting, prior to the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof.
4. Each Affected Creditor who has a right to vote at the Creditors' Meeting has the right to appoint a person (who need not be an Affected Creditor) to attend, act and vote for and on behalf of the Affected Creditor and such right may be exercised by inserting in the space provided the name of the person to be appointed. If no name has been inserted in the space provided, the Affected Creditor will be deemed to have appointed any officer of Richter Advisory Group Inc., in its capacity as Monitor, or such other person as Richter Advisory Group Inc. may designate, as proxy holder of the Affected Creditor, with power of substitution, to attend on behalf of and act for the Affected Creditor at the Creditors' Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling thereof.
5. If you need additional Forms of Proxy, please immediately contact the Monitor.

6. If multiple Proxies are received from the same person with respect to the same Claims prior to the Voting Deadline, the latest dated, validly executed Proxy timely received will supersede and revoke any earlier received Proxy. However, if a holder of Claims casts Proxies which are received by the Monitor and dated with the same date, but which are voted inconsistently, such Proxies will not be counted. If a Proxy is not dated in the space provided, it shall be deemed dated as of the date it is received by the Monitor.
7. If the Creditor validly submits a Form of Proxy to the Monitor and subsequently attends the Creditors' Meeting and votes in person inconsistently, the Creditor's vote at the Creditors' Meeting will supersede and revoke the earlier received Proxy.
8. Proxies may also be accepted if deposited with the Chair at the Creditors' Meeting before the beginning of the Creditors' Meeting, or, for purposes of voting at an adjourned, postponed or other rescheduled Creditors' Meeting, if received by the Monitor prior to 5:00 p.m. (EST) on the Business Day immediately preceding any adjournment, postponement or other rescheduling thereof.
9. Any Proxy that is illegible or contains insufficient information to permit the identification of the claimant shall not be counted.
10. Any Proxy that attempts to partially accept and partially reject the Plan will not be counted.
11. After the Voting Deadline, no Proxy may be withdrawn or modified, except by Proxy deposited with the Chair at the Creditors' Meeting or by a Creditor voting in person at the Creditors' Meeting, without the prior consent of the Petitioner.

PLEASE SUBMIT YOUR PROXY TO THE MONITOR PROMPTLY. IF YOU HAVE ANY QUESTIONS REGARDING THE FORM OF PROXY OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE FORM OF PROXY OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE MONITOR AT 514-908-3796 or 1-866-585-9751 OR VISIT THE MONITOR'S WEBSITE AT <https://www.richter.ca/en/folder/insolvency-cases/0-9/7098961-canada-inc>.

YOU MAY RETURN YOUR FORM OF PROXY BY EMAIL, FACSIMILE TRANSMISSION, MAIL, COURIER OR REGISTERED MAIL AT THE FOLLOWING ADDRESS:

**RICHTER ADVISORY GROUP INC.
MONITOR OF 7098961 CANADA INC.
(FORMERLY KNOWN AS BEYOND THE RACK ENTERPRISES INC.)
1981 McGill College Avenue
Montréal QC H3A 0G6
Attention: 7098961 Canada Inc.'s Creditors' Meeting**

INSTRUCTIONS POUR REMPLIR LE FORMULAIRE DE PROCURATION

1. Les définitions figurant dans l'ordonnance rendue par la Cour Supérieure du Québec le 27 avril 2016 (l'« Ordonnance »), que vous pouvez consulter sur le site Web du Contrôleur au <https://www.richter.ca/fr-ca/folder/insolvency-cases/0-9/7098961-canada-inc>, s'appliquent au présent formulaire de procuration.
2. Veuillez lire et suivre ces instructions avec attention. Pour que la désignation de votre fondé de pouvoir soit prise en compte, le Contrôleur doit réellement recevoir votre procuration au plus tard à 17 heures (HNE) le _____ 2016 (la « Date limite pour voter »), ou en tout temps avant 17 heures le jour ouvrable précédant immédiatement la date à laquelle l'Assemblée des Créanciers est éventuellement ajournée ou reportée, le cas échéant. Une procuration peut également être remise au président de l'Assemblée des Créanciers avant l'ouverture de ladite Assemblée des Créanciers ou de sa reprise en cas d'ajournement ou de report.
3. Pour vous faire représenter par fondé de pouvoir à l'Assemblée des Créanciers au moyen de la présente procuration et pour que votre vote d'acceptation ou de rejet du plan en vertu de la LACC soit compté, veuillez procéder comme suit :
 - a. Si vous souhaitez voter par procuration plutôt qu'en personne à l'Assemblée des Créanciers, veuillez inscrire le nom de votre fondé de pouvoir à la rubrique 1 ou, si vous souhaitez qu'un représentant du Contrôleur soit votre fondé de pouvoir, n'inscrivez rien;
 - b. Cochez la case voulue à la rubrique 1 si vous souhaitez voter par procuration plutôt qu'en personne à l'Assemblée des Créanciers (NOTE : si vous ne cochez aucune des cases, vous serez réputé avoir voté POUR l'approbation du Plan);
 - c. Signez la procuration. La procuration doit porter votre signature originale pour que soit assurée votre représentation par fondé de pouvoir à l'Assemblée des Créanciers;
 - d. Si vous remplissez la procuration à titre de représentant dûment autorisé d'une société ou d'une autre entité, indiquez votre lien avec elle et à quel titre vous signez. Il pourrait vous être demandé ultérieurement une preuve de votre pouvoir de signature. Veuillez également fournir votre nom et votre adresse postale;
 - e. Retournez votre procuration dûment remplie et signée au Contrôleur au plus tard à 17 heures (HNE) le _____ 2016 (la « Date limite pour voter »), ou en tout temps avant 17 heures (HNE) le jour ouvrable précédant immédiatement la date à laquelle l'assemblée des créanciers est éventuellement ajournée ou reportée, le cas échéant. Une procuration peut également être remise au président de l'assemblée des créanciers avant l'ouverture de ladite assemblée des créanciers ou de sa reprise en cas d'ajournement ou de report.
4. Chaque créancier visé (tel que désigné par le terme anglais « Affected Creditors » dans la version originale anglaise du Plan) habilité à voter à l'Assemblée des Créanciers a le droit de nommer une personne (qui n'a pas à être un créancier visé), pour assister, agir et voter en son nom à l'Assemblée des Créanciers. Ce droit peut être exercé en inscrivant le nom de la personne ainsi nommée dans l'espace prévu à cette fin. Si aucun nom n'est inscrit dans l'espace prévu, le créancier visé sera réputé avoir nommé comme fondé de pouvoir un dirigeant de Richter Groupe Conseil Inc., *ès qualités de Contrôleur*, ou toute autre personne désignée par Richter Groupe Conseil Inc., avec pleins pouvoirs de substitution, pour assister à l'Assemblée des Créanciers qui se tiendra dans le cadre du Plan, et à tout ajournement, toute reprise ou tout remise de l'Assemblée des Créanciers, et y voter en son nom.
5. Si vous avez besoin de formulaires de procuration supplémentaires, veuillez communiquer immédiatement avec le Contrôleur.

6. Si plusieurs procurations sont reçues de la même personne avant la date limite pour voter, la procuration qui porte la date la plus récente, valablement signée et reçue à temps, aura préséance sur les autres procurations reçues antérieurement qu'elle aura pour effet de révoquer. Cependant, si le Contrôleur reçoit d'un détenteur de réclamations des procurations qui portent la même date, mais qui sont contradictoires, ces procurations ne seront pas prises en compte. La procuration qui ne porte pas de date dans l'espace prévu à cette fin sera réputée porter la date à laquelle le Contrôleur l'a reçue.
7. Si le créancier visé transmet valablement une procuration au Contrôleur puis assiste à l'Assemblée des Créanciers et vote de façon incompatible avec la procuration remise, son vote à l'Assemblée des Créanciers remplacera et révoquera la procuration préalablement reçue.
8. Les procurations seront également acceptées si remises au président de l'Assemblée des Créanciers avant le début de cette assemblée, ou si, en vue de voter à une Assemblée des Créanciers ayant été ajournée, reportée ou remise, elles sont reçues par le Contrôleur avant 17 h (HNE) le jour ouvrable précédant l'ajournement, le report ou la remise d'une telle assemblée.
9. Les procurations illisibles ou qui contiennent des renseignements insuffisants pour permettre d'identifier le réclamant ne seront pas prises en compte.
10. Les procurations qui prétendent n'accepter ou rejeter que partiellement le Plan ne seront pas prises en compte.
11. Après la date limite pour voter, une procuration ne peut plus être retirée ou modifiée sans le consentement préalable de la Débitrice, sauf par dépôt d'une autre procuration auprès du président de l'Assemblée des Créanciers ou par vote en personne d'un créancier à l'Assemblée des Créanciers.

VEUILLEZ SOUMETTRE VOTRE PROCURATION DANS LES PLUS BREFS DÉLAIS. SI VOUS AVEZ DES QUESTIONS À PROPOS DU FORMULAIRE DE PROCURATION OU DES FORMALITÉS EN GÉNÉRAL, OU SI VOUS AVEZ BESOIN DE COPIES SUPPLÉMENTAIRES DU FORMULAIRE DE PROCURATION OU D'AUTRES DOCUMENTS QUI Y SONT JOINTS, VEUILLEZ COMMUNIQUER AVEC LE CONTRÔLEUR AU 514-908-3796 ou 1-866-585-9751 OU VISITER SON SITE WEB AU :

<https://www.richter.ca/fr-ca/folder/insolvency-cases/0-9/7098961-canada-inc>.

VOUS POUVEZ RETOURNER VOTRE FORMULAIRE DE PROCURATION PAR COURRIEL, TÉLÉCOPIEUR, COURRIER ORDINAIRE, MESSENGER OU COURRIER RECOMMANDÉ À L'ADRESSE SUIVANTE :

**RICHTER GROUPE CONSEIL INC.
CONTRÔLEUR DE 7098961 CANADA INC.
(ANCIENNEMENT LES ENTREPRISES BEYOND THE RACK INC.)
1981, avenue McGill College
Montréal QC H3A 0G6
Objet : Assemblée des créanciers de 7098961 Canada Inc.**