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July 5, 2016

File No.: 303889.00003/18295

TO: THE LANDLORDS ON THE ENCLOSED SERVICE LIST

Re: Notice of Sale and Removal of Furniture, Fixtures and Equipment (“FF&E”)

We are counsel to 2473304 Ontario Inc., which carries on business under the licensed trade name “Jones New York” in Canada (the “**Company**”).

On behalf of the Company, we hereby notify you that beginning on or after July 12, 2016 the Company will commence the process of removal of certain FF&E at the Closing Stores (as defined in the agency agreement made as of June 6, 2016 by and between GA Retail Canada, ULC (the “**Agent**”) and the Company).

If you would like to arrange a walk through with the Agent in accordance with section 11 of the attached Court-approved Sale Guidelines, please contact Bob Gerber on behalf of the Agent at 905-760-6001 or 609-932-2515 before July 8, 2016.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

A handwritten signature in black ink, appearing to read 'Dylan Chochla', is written over the printed name.

Dylan Chochla

DC/ia
Enclosures

303889.00003/93655113.5

SERVICE LIST
(as of June 21, 2016)

TO	<p>FASKEN MARTINEAU DUMOULIN LLP Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, ON M5H 2T6</p> <p>Stuart Brotman/ Natasha De Cicco/ Dylan Chochla Tel : 416.865.5419/ 416.868.7856/ 416.868.3425 Fax : 416.364.7813 E-mail : sbrotman@fasken.com/ ndecicco@fasken.com/ dchochla@fasken.com</p> <p><i>Lawyers for the Applicant</i></p>
AND TO:	<p>CASSELS BROCK & BLACKWELL LLP Scotia Plaza 40 King Street West, Suite 2100 Toronto, ON M5H 3C2</p> <p>Jane Dietrich/ Hilary Fender Tel: 416.860.5223 Fax: 416.640.3144 E-mail: jdietrich@casselsbrock.com/ hfender@casselsbrock.com</p> <p><i>Lawyers for Richter Advisory Group Inc., in its capacity as Court-Appointed Monitor of the Applicant</i></p>
AND TO:	<p>RICHTER ADVISORY GROUP INC. 1981, McGill College Montreal, QUE H3A 0G6</p> <p>Andrew Adessky/Gilles Benchaya Tel: 514.934.3513/312.828.0800 E-mail: aadessky@richter.ca/gbenchaya@richterconsulting.com</p> <p><i>Court-Appointed Monitor</i></p>

AND TO:	<p>NORTON ROSE FULBRIGHT CANADA LLP Royal Bank Plaza, South Tower 200 Bay Street, Suite 3800 P.O. Box 84 Toronto, ON M5J 2Z4</p> <p>Evan Cobb Tel: 416.216.1929 Fax: 416.216.3930 E-mail: evan.cobb@nortonrosefulbright.com</p> <p><i>Lawyers for the Canadian Imperial Bank of Commerce</i></p>
AND TO:	<p>DAVIES WARD PHILLIPS & VINEBERG LLP 155 Wellington Street West, 40th Floor Toronto, ON M5V 3J7</p> <p>Robin B. Schwill Tel: 416.863.5502 E-mail: rschwill@dwpv.com</p> <p><i>Lawyers for GSO Capital Partners, LP</i></p>
AND TO:	<p>MCMILLAN LLP 1000 Sherbrooke Street West, Suite 2700 / Brookfield Place Montreal, QC H3A 3G4 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3</p> <p>Michael J. Hanlon / Christopher J. Garrah/Jeffrey Levine Tel: 514.987.5061 / 416.307.4211 / 416.865.7791 E-mail: michael.hanlon@mcmillan.ca / christopher.garrah@mcmillan.ca / jeffrey.levine@mcmillan.ca</p> <p><i>Lawyers for Great American Group LLC</i></p>
AND TO:	<p>DAVIES WARD PHILLIPS & VINEBERG LLP 1501 McGill College Avenue, 26th Floor Montréal QC H3A 3N9</p> <p>Christian Lachance Tel: 514.841.6576 E-mail: clachance@dwpv.com</p> <p><i>Lawyers for Grafton-Fraser Inc.</i></p>

AND TO:	<p>OSLER, HOSKIN & HARCOURT LLP Barristers & Solicitors 450 1 St SW #2500 Calgary, AB T2P 5H1</p> <p>Melanie Gaston/ Ashley Taborda Tel: 403.260.7050/ 416.646.3894 E-mail: megaston@osler.com; ataborda@osler.com</p> <p><i>Counsel to Western Securities Limited</i></p>
AND TO:	<p>BLANEY MCMURTRY LLP 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5</p> <p>John C. Wolf Tel: 416.593.2994 E-Mail: jwolf@blaney.com</p> <p><i>Lawyers for 2725321 Canada Inc.</i></p>
AND TO:	<p>MINDEN GROSS LLP Barristers & Solicitors 2200-145 King Street West Toronto, ON M5H 4G2</p> <p>Timothy R. Dunn Tel: 416.369.4335 Fax: 416.864.9223 Email: tdunn@mindengross.com</p> <p><i>Lawyers for Yonge Kingston Centre Inc.</i></p>
AND TO:	<p>ABG-JONES, LLC 100 West 33rd Street, Suite 1007 New York, NY 10001</p> <p>Pamela Bebry Tel: 646.641.3332 Fax: 212.760.2419 E-mail: pbebry@abg-nyc.com</p>

AND TO:	CO-ENTREPRISE FIDUCIE LEQUIN & 108227 CANADA INC. 551 Chemin Knowlton Knowlton, QC J0E 1V0 Attn: Serge Richer Lorraine Cournoyer E-mail: lorraine@aluminiumknowlton.com
AND TO:	FACTORERIES SAINT-SAUVEUR II SEC 100 Guindon Street, C.P. 22 St-Sauveur-des-Monts, QC J0R 1R0 Avi Abecassis E-mail: Aabecassis@riocan.com
AND TO:	1136974 ONTARIO INC. 105 Six Point Road Etobicoke, ON M8Z 2X3 Michael DiPasquale E-mail: M.DiPasquale@dunpar.ca
AND TO:	LANDMARK SHOPPING CENTRE INC. c/o Emshih Developments Inc. 895 Brant Street, Unit 7 Burlington, ON L7R 2J6 Attn: Michael Shih Carla Parkinson E-mail: carla.emshih@gmail.com
AND TO:	DEV-LEE PROPERTIES LTD. 55 City Centre Drive, Suite 1000 Mississauga, ON L5B 1M3 Storme Viggers E-mail: sviggers@morguard.com
AND TO:	PICKERING BROCK CENTRE INC. c/o Bayfield Realty Advisors Inc. 2300 Yonge Street, Suite 904 Toronto, ON M4P 1E4 Deb Schneider E-mail: d.schneider@northumberlandmall.ca

AND TO:	ONNI 7771 ALDERBRIDGE DEVELOPMENT LIMITED PARTNERSHIP 300 – 550 Robson Street Vancouver, BC V6B 2B7 Steve Jantzen E-mail: sjantzen@onni.com
AND TO:	RIOTRIN PROPERTIES (KIRKLAND) INC. c/o RioCan Real Estate Investment Trust The Exchange Tower 130 King Street West, Suite 700 Toronto, ON M5X 1E2 CC: RioCan Property Services 700 Lawrence Avenue West, Suite 315 Toronto, ON M6A 3B4 Gina Laterza E-mail: glaterza@riocan.com
AND TO:	KANATA ENTERTAINMENT HOLDINGS INC. 70 York Street, Suite 710 Toronto, ON M5J 1S9 Attn: Servicing Vice-President Oriana Estrela E-mail: Oestrela@penequity.com
AND TO:	YONGE-KINGSTON CENTRE INC. c/o 2851 John Street, Suite One Markham, ON L3R 5R7 Attn: Vice President, Legal Department Julie Fernandes E-mail: jfernandes@centrecorp.com
AND TO:	MIROMAR DEVELOPMENT CORPORATION 10801 Corkscrew Road, Suite 305 Estero, FL 33928 Robert Roop Tel: 239.390.5100 E-mail: rroop@miromar.com

AND TO:	WESTLO FINANCIAL CORP. 400 – 1245 West Broadway Vancouver, BC V6H 1G7 Alex Omichinski/ Morgan Nicolsfigueiredo E-mail: alexis@valueindustries.com/ morgan@valueindustries.com
AND TO:	2090950 ONTARIO LIMITED c/o Two+One Property Management Inc. 14-2770 14 th Avenue, Suite 102 Markham, ON L3R 0J1 Manuela Ortloan/Kendra Doherty Tel: 905.475.6030x413/905.475.6030x412 Fax:905.470.2836 E-mail:mortolan@twoplusone.ca/kdoherty@twoplusone.ca
AND TO:	FIRST QUEENSBOROUGH SHOPPING CENTRES LIMITED 700 Applewood Crescent, Suite 100 Vaughan, ON L4K 5X3 Jeff Grove E-mail: JGrove@callowayreit.com
AND TO:	ORLANDO CORPORATION 6205 Airport Road, 5 th Floor Mississauga, ON L4V 1E3 Attn: President Joy Okpara E-mail: okparaj@orlandocorp.com
AND TO:	WELLINGTON SOUTHDALE CENTRE INC. c/o 2851 John Street, Suite One Markham, ON L3R 5R7 Celina Dacosta E-mail: Celina.Dacosta@partnersreit.com
AND TO:	RIOTRIN PROPERTIES (RICHMOND HILL) INC. 2300 Yonge Street, Suite 500 P.O. Box 2386 Toronto, ON M4P 1E4 Enza Briguglio E-mail: ebriguglio@riocan.com

AND TO:	PLAZACORP PROPERTY HOLDINGS INC. AND 3088409 NOVA SCOTIA LIMITED 527 Queen Street, Suite 200 Fredericton, NB E3B 1B8 And: 1801 Hollis Street, Suite 2210 Halifax, NS B3J 3N4 Jennifer White E-mail: jwhite@creit.ca
AND TO:	HARVARD DEVELOPMENTS INC. c/o Harvard Property Management Inc. 1874 Scarth Street, Suite 2000 Regina, SK S4P 4B3 Katie Jessop E-mail: KJessop@harvard.ca
AND TO:	IMMEUBLES MARCHÉ TREMBLANT INC. 4120, rue Ste-Catherine West, 5 th Floor Westmount, QC H3Z 1P4 Attn: Dean Mendel, President
AND TO:	9139-6366 QUEBEC INC. 324 rue Aimé-Vincent Vaudreuil-Dorion, QC J7V 5V5 Attn: The Vice-President Leasing Lynn Harden E-mail: lynn@harden.ca
AND TO:	4240073 CANADA INC. 9224-1892 QUEBEC INC. 9171-9922 QUEBEC INC. c/o Quartier DIX30 Management LP 9120 boulevard Leduc, Bureau 230 Brossard, QC J4Y 0L3 Karine Aube E-mail: kaube@oxfordproperties.com

AND TO:	W.S. PARTNERSHIP c/o Kennington Properties Ltd. P.O. Box 1212, Station M Calgary, AB T2P 2K9 Carol Hughes E-mail: Carol.Hughes@kennington.ca
AND TO:	XEROX CANADA LTD. 33 Bloor Street East, 3 rd Floor Toronto, ON M4W 3H1
AND TO:	CANADA REVENUE AGENCY c/o Department of Justice The Exchange Tower 130 King Street West Suite 3400, P.O. Box 36 Toronto, ON M5X 1K6 Attention: Diane Winters Phone: 416.973.3172 Fax: 416.973.0810 E-mail: diane.winters@justice.gc.ca <i>Counsel to Canada Revenue Agency</i>

SCHEDULE A

SALES GUIDELINES

The following procedures shall apply to the Sale to be conducted at the Closing Stores of 2473304 Ontario Inc. (the "Merchant"). All terms not herein defined shall have the meaning set forth in the Agency Agreement by and between GA Retail Canada, ULC (the "Agent") and the Merchant dated as of June 6, 2016 (the "Agency Agreement").

1. Except as otherwise expressly set out herein, and subject to: (i) the Approval Order or any further Order of the Court; or (ii) any subsequent written agreement between the Merchant and the applicable landlord(s) (individually, a "Landlord" and, collectively, the "Landlords") and approved by Agent, or (iii) as otherwise set forth herein, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements to which the affected landlords are privy for each of the affected Closing Stores (individually, a "Lease" and, collectively, the "Leases"). However, nothing contained herein shall be construed to create or impose upon the Merchant or the Agent any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each of the Closing Stores remain open during their normal hours of operation provided for in the respective Leases for the Closing Stores until the respective Vacate Date of each Store. The Sale at the Closing Stores shall end by no later than September 22, 2016. Rent payable under the respective Leases shall be paid as provided in the Initial Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise ordered by the Court.
4. All display and hanging signs used by the Agent in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Agent may advertise the Sale at the Closing Stores as a "everything on sale", "everything must go", "store closing" or similar theme sale at the Closing Stores (provided however that no signs shall advertise the Sale as a "bankruptcy", a "going out of business" or a "liquidation" sale it being understood that the French equivalent of "clearance" is "liquidation" and is permitted to be used). Forthwith upon request from a Landlord, the Landlord's counsel, the Merchant or the Monitor, the Agent shall provide the proposed signage packages along with the proposed dimensions and number of signs (as approved by the Merchant pursuant to the Agency Agreement) by e-mail or facsimile to the applicable Landlords or to their counsel of record. Where the provisions of the Lease conflict with these Sales Guidelines, these Sales Guidelines shall govern. The Agent shall not use neon or day-glow or handwritten signage (unless otherwise contained in the sign package, including "you pay" or "topper" signs). In addition, the Agent shall be permitted to utilize exterior banners/signs at stand alone or strip mall Closing Stores or enclosed mall Closing Stores with a separate

entrance from the exterior of the enclosed mall, provided, however, that where such banners are not permitted by the applicable Lease and the Landlord requests in writing that the banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the Service List. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Closing Store and shall not be wider than the premises occupied by the affected Closing Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the façade of the premises of a Closing Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Agent. If a Landlord is concerned with "store closing" signs being placed in the front window of a Closing Store or with the number or size of the signs in the front window, the Agent and the Landlord will discuss the Landlord's concerns and work to resolve the dispute.

5. The Agent shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. Conspicuous signs shall be posted in the cash register areas of each Closing Store to the effect that all sales are "final".
7. The Agent shall not distribute handbills, leaflets or other written materials to customers outside of any of the Closing Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Closing Store is located. Otherwise, the Agent may solicit customers in the Closing Stores themselves. The Agent shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord.
8. At the conclusion of the Sale in each Closing Store, the Agent shall arrange that the premises for each Closing Store are in "broom-swept" and clean condition, and shall arrange that the Closing Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Closing Store shall be removed or sold during the Sale. No permanent fixtures (other than Owned FF&E for clarity) may be removed without the Landlord's written consent unless otherwise provided by the applicable Lease. Subject to the foregoing, the Agent shall vacate the Closing Stores in accordance with the terms and conditions of the Agency Agreement. Any fixtures or personal property left in a Closed Store after it has been vacated by the Agent or in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord.

9. Subject to the terms of paragraph 8 above, the Agent may sell Owned FF&E which is located in the Closing Stores and the Distribution Centre during the Sale. The Merchant and the Agent may advertise the sale of Owned FF&E consistent with these guidelines on the understanding that any Landlord may require that such signs be placed in discreet locations within the Closing Stores acceptable to the Landlord, acting reasonably. Additionally, the purchasers of any Owned FF&E sold during the Sale shall only be permitted to remove the Owned FF&E either through the back shipping areas designated by the Landlord, or through other areas after regular store business hours, or through the front door of the Store during Store business hours if the Owned FF&E can fit in a shopping bag, with Landlord's supervision as required by the Landlord. The Agent shall repair any damage to the Closing Stores resulting from the removal of any FF&E by Agent or by third party purchasers of Owned FF&E from Agent.
10. The Agent shall not make any alterations to interior or exterior Closing Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these guidelines, shall not constitute an alteration to a Closing Store.
11. The Agent hereby provides notice to the Landlords of the Agent's intention to sell and remove FF&E from the Closing Stores and the Distribution Centre. The Agent will arrange with each Landlord represented by counsel on the service list and with any other Landlord that so requests, a walk through with the Agent to identify the FF&E subject to the sale. The relevant Landlord shall be entitled to have a representative present in the Closing Store to observe such removal. If the Landlord disputes the Agent's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Agent and such Landlord, or by further Order of the Court upon application by the Merchant on at least two (2) days' notice to such Landlord. If the Merchant has disclaimed or resiliated the Lease governing such Closing Store in accordance with the CCAA and the Initial Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the CCAA and the Initial Order), and the disclaimer or resiliation of the Lease shall be without prejudice to the Merchant's or Agent's claim to the FF&E in dispute.
12. If a notice of disclaimer or resiliation is delivered pursuant to the CCAA and the Initial Order to a Landlord while the Sale is ongoing and the Closing Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Merchant and the Agent 24 hours' prior written notice; and (b) at the effective time of the disclaimer or resiliation, the relevant Landlord shall be entitled to take possession of any such Closing Store without waiver of or prejudice to any claims or rights such landlord may have against the Merchant in respect of such Lease or Closing Store, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.

Absent Agent's consent, Merchant shall not seek to disclaim or resiliate any Lease of a Closing Store prior to the earlier of (i) the applicable Vacate Date for such Closing Store and (ii) September 22, 2016.

13. The Agent and its agents and representatives shall have the same access rights to the Closing Stores as the Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Closing Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
14. The Merchant and the Agent shall not conduct any auctions of Merchandise or Owned FF&E at any of the Closing Stores.
15. The Agent shall be entitled to include in the Sale the Additional Merchandise, to the extent permitted under the Agency Agreement; provided that: (i) the Additional Merchandise will not exceed \$1.5 million at cost in the aggregate; (ii) the Additional Merchandise will be distributed among the Closing Stores such that no Closing Store will receive more than 15% of the Additional Merchandise; and (iii) the Additional Merchandise is of like kind and category and no lesser quality to the Merchandise, and consistent with any restriction on usage of the Closing Stores set out in the applicable Leases.
16. The Agent shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for Agent shall be Steven Smith, SVP of Financial Operations who may be reached by phone at (818) 264-5446 or email at ssmith@greatamerican.com. If the parties are unable to resolve the dispute between themselves, the Landlord or Merchant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days written notice to the other party or parties, during which time the Agent shall cease all activity in dispute other than activity expressly permitted herein, pending the determination of the matter by the Court; provided, however, subject to para. 4 of these Sales Guidelines, that if a banner has been hung in accordance with these Sale Guidelines and is thereafter the subject of a dispute, the Agent shall not be required to take any such banner down pending determination of the dispute.
17. Nothing herein is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
18. These Sale Guidelines may be amended by written agreement between the Merchant, the Agent and any applicable Landlord (provided that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving the amended Sales Guidelines).