

# RSM Richter Inc.

RSM Richter Inc.

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CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF QUEBEC  
DIVISION NO.: 01-MONTREAL  
COURT NOS.: 500-11-031907-070  
500-11-031906-072  
ESTATE NOS.: 41-1015330  
41-1015325

SUPERIOR COURT  
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

Mademoiselle Charmante Inc.  
-and-  
3017320 Canada Inc.

bodies politic and corporate, duly incorporated according to law and having their head office and their principal place of business at:  
9475 Meilleur Street, Suite 600  
Montréal QC H2N 2E1

Debtors

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

Take notice that Mademoiselle Charmante Inc. and 3017320 Canada Inc., of Montréal in the Province of Quebec have lodged with us a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtors' assets and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed.

A general meeting of the creditors will be held at Montreal, Quebec on the 21<sup>st</sup> day of February 2008 at 10:00 a.m. at the Office of the Official Receiver situated at 5 Place Ville-Marie, 8<sup>th</sup> floor, Montréal, Québec.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

Please note that there is a special section in the proof of claim form for creditors with thirty day good claims.

Dated at Montréal, this 8<sup>th</sup> day of February 2008.

RSM Richter Inc.  
Trustee



Eric A. Rodier, MBA, CA, CIRP  
Administrator

(English – over)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF QUEBEC  
DIVISION NO.: 01-MONTRÉAL  
COURT NOS.: 500-11-031907-070 and 500-11-031906-072  
ESTATE NOS.: 41-1015330 and 41-1015325

SUPERIOR COURT  
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

- **MADemoiselle Charmante Inc.**, a body politic and corporate, duly incorporated according to law and having its head office and its principal place of business at 9475 Meilleur Street, Suite 600, Montréal, Quebec, H2N 2E1
- and -
- **3017320 CANADA INC.**, a body politic and corporate, duly incorporated according to law and having its head office and its principal place of business at 9475 Meilleur Street, Suite 600, Montréal, Quebec, H2N 2E1.

**Debtors/Companies**

### PROPOSAL

We, **MADemoiselle Charmante Inc.** and **3017320 CANADA INC.**, the above-noted Debtors (hereinafter referred to as the "Companies"), which estates were consolidated for administration purposes by Order of the Court dated January 29, 2008, hereby submit the following proposal under the Bankruptcy and Insolvency Act:

1. For purposes hereof:

"ACT" means the Bankruptcy and Insolvency Act;

"APPROVAL" means the situation arising from the PROPOSAL having been accepted by the creditors of the COMPANIES and having been approved by the COURT in a Judgment which has become executory as a result of the delay for appeal having expired without there having been an appeal, or an appeal having been lodged and the Judgment having been confirmed or the appeal withdrawn;

"BANK OF NOVA SCOTIA" means the COMPANIES' bankers, Bank of Nova Scotia;

"CLASSIFICATION OF LANDLORD CLAIMS" means the classification of the landlords' claims in the same class of unsecured ordinary claims that includes ORDINARY CREDITORS and THIRTY DAY GOODS CREDITORS;

"COMMITTEE" means the committee comprising up to five (5) individuals to be named by the creditors at the General Meeting of Creditors called to consider the PROPOSAL;

"COMPANIES" means Mademoiselle Charmante Inc. and 3017320 Canada Inc.;

"COURT" means the Superior Court of the District of Montréal sitting in bankruptcy and insolvency matters (Commercial Division);



"INTERCORPORATE INDEBTEDNESS" means in respect of the COMPANIES, any indebtedness of the COMPANIES to any of KOM ELLE or 96129 arising from dealings of the COMPANIES with such respective entities, up to the filing of the NOTICE OF INTENTION;

"INTERIM RECEIVER" means RSM Richer Inc., in its capacity as Interim Receiver with respect to the COMPANIES, having been so appointed on November 23, 2007;

"INTERIM RECEIVER EXPENSES" means all proper fees, expenses, liabilities and obligations of the INTERIM RECEIVER;

"KOM ELLE" means Korn Elle Inc.;

"LANDLORDS" means those creditors of which the COMPANIES were a commercial tenant under a lease of real property;

"LANDLORDS CLAIMS" means the unsecured ordinary claims of the LANDLORDS for the actual losses resulting from the disclaimers of ordinary leases in accordance with 65.2(4)b of the Act;

"NOTICE OF INTENTION" means the respective Notices of Intention to Make a Proposal under the ACT filed by each of the COMPANIES on November 20, 2007;

"ORDINARY CLAIMS" means in respect of the COMPANIES, the claims of the ORDINARY CREDITORS including claims of every nature and kind whatsoever, whether due or not due for payment as of the date of the filing of the NOTICE OF INTENTION as well as contingent or unliquidated claims arising out of any transaction entered into by the COMPANIES prior to the date thereof and the THIRTY DAY GOODS CLAIMS, but excluding the claims in respect of INTERCORPORATE INDEBTEDNESS and the BANK OF NOVA SCOTIA;

"ORDINARY CREDITORS" means in relation to the COMPANIES, the ordinary, unsecured creditors of the COMPANIES including LANDLORDS and THIRTY DAY GOODS CREDITORS, but excluding the creditors of any INTERCORPORATE INDEBTEDNESS and the BANK OF NOVA SCOTIA;

"PREFERRED CLAIMS" means all claims of the COMPANIES directed by the ACT to be paid in priority by the COMPANIES to all other claims in the distribution of the property of an insolvent party;

"PROPOSAL" means this Proposal;

"PROPOSAL EXPENSES" means all proper fees, expenses, liabilities and obligations of the TRUSTEE, and all legal fees, consulting fees and accounting fees on and incidental to the proceedings arising out of the NOTICE OF INTENTION and the PROPOSAL and including without limitation advice to the COMPANIES and the TRUSTEE in connection therewith;

"SECURED CLAIMS" means claims of secured creditors within the meaning of the ACT;

"SETTLEMENT FUND" means the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) to be remitted by the COMPANIES to the TRUSTEE upon APPROVAL;

"THIRTY DAY GOODS" means those goods delivered to the COMPANIES, thirty (30) days prior to the filing of the Notice of Intention;

"THIRTY DAY GOODS" means those goods delivered to the COMPANIES thirty (30) days prior to the filing of the Notice of intention;



"THIRTY DAY GOODS CLAIMS" means in respect of the COMPANIES, the claims of the THIRTY DAY GOODS CREDITORS for THIRTY DAY GOODS;

"THIRTY DAY GOODS CREDITORS" means in relation to the COMPANIES those ordinary creditors with THIRTY DAY GOODS CLAIMS;

"THIRTY DAY GOODS SETTLEMENT FUND" means the sum of FIFTY THOUSAND DOLLARS (\$50,000) to be remitted by the COMPANIES to the TRUSTEE upon APPROVAL;

"TRUSTEE" means RSM Richter Inc., the Trustee under the Notice of Intention and the Trustee named in the Proposal of the COMPANIES;

"96129" means 96129 Canada Inc.

2. The SECURED CLAIMS shall be paid in accordance with arrangements existing between the COMPANIES and the holders of SECURED CLAIMS or as may be arranged between the COMPANIES and the holders of SECURED CLAIMS. The COMPANIES declare that this PROPOSAL is not made in respect of the security of the secured creditors;
3. Amounts:
  - (a) owing to Her Majesty in right of Canada or a Province that could be subject to a demand under Section 224 (1.2) of the Income Tax Act, or under any substantially similar provision of provincial legislation, outstanding at the time of the filing of the NOTICE OF INTENTION, will be paid in full within six (6) months after APPROVAL;
  - (b) owing to employees and former employees, that they would have been entitled to receive under Paragraph 136(1)(d) of the ACT if the employer became bankrupt on the date of APPROVAL, will be paid in full immediately after APPROVAL.
4. The PROPOSAL EXPENSES and the INTERIM RECEIVER EXPENSES shall be paid by the COMPANIES in priority to all ORDINARY CLAIMS and PREFERRED CLAIMS from resources other than the SETTLEMENT FUND and the THIRTY DAY GOODS SETTLEMENT FUND;
5. Payment of the claims of the holders of PREFERRED CLAIMS other than those referred to in Section 3(b) hereof will be paid in full in priority to all ORDINARY CLAIMS, sixty (60) days after APPROVAL;
6. Debts arising in respect to goods supplied, services rendered or other consideration given as and from the date of the filing of the NOTICE OF INTENTION, including amounts owed to LANDLORDS of which either of the COMPANIES was a commercial tenant under a lease of real property (up to the effective date of disclaimer of such leases pursuant to Section 65.2(1) of the ACT), will be paid by the COMPANIES in full in the ordinary course of business and on regular trade terms or as may be arranged by the COMPANIES;
7. The COMPANIES will remit to the TRUSTEE upon APPROVAL the SETTLEMENT FUND to be distributed by the Trustee as follows:
  - (a) firstly, an amount equal to the COMPANIES' PREFERRED CLAIMS to be paid in accordance with paragraphs 3 and 5 above;
  - (b) the balance, to be paid in proportion to the COMPANIES' ORDINARY CLAIMS;

8. Each of the COMPANIES' ORDINARY CREDITORS shall receive within sixty (60) days after APPROVAL, in full and final settlement of its ordinary claim, the whole without interest, an amount equal to its pro rata share of the portion of the funds which are to be received and retained by the TRUSTEE with respect to the SETTLEMENT FUND;
9. In addition to the amount contemplated in Section 7 above, the COMPANIES will remit to the TRUSTEE upon APPROVAL the THIRTY DAY GOODS SETTLEMENT FUND to be distributed, in proportion to the COMPANIES' THIRTY DAY GOODS CLAIMS;
10. In addition to the amount payable under Sections 7 and 8 above, each of the COMPANIES' THIRTY DAY GOODS CREDITORS shall receive within sixty (60) days after APPROVAL, in full and final settlement of its THIRTY DAY GOODS CLAIM, the whole without interest, an amount equal to its pro rata share of the THIRTY DAY GOODS SETTLEMENT FUND;
11. With regard to the LANDLORD CLAIMS, any dividends resulting from their pro rata share of the SETTLEMENT FUND will be grossed up to include the applicable GST/QST and other applicable provincial sales taxes ("Sales Taxes"). The applicable Sales Taxes will be claimed by the COMPANIES as an input tax credit for GST and provincial Sales Taxes purposes and an input tax refund for QST purposes. The sums required to pay the applicable Sales Taxes will be paid from resources other than the SETTLEMENT FUND;
12. Conditionally upon APPROVAL, the statutory terms of Sections 91 to 101 of the ACT (settlements, preferences, reviewable transactions) shall not apply, the whole pursuant to Section 101.1 of the ACT;
13. The PROPOSAL herein made will constitute a compromise of claims against the present and past directors of the COMPANIES that arose before the filing of the NOTICE OF INTENTION and that relate to the obligations of the COMPANIES where the directors are by law liable in their capacity as directors for the payment of such obligations, and acceptance of the PROPOSAL by the creditors will operate as a discharge in favour of such present and past directors with respect to such obligations;
14. As a condition of the APPROVAL and conditional upon the APPROVAL, the creditors of any INTERCORPORATE INDEBTEDNESS and the BANK OF NOVA SCOTIA will subordinate payment of their respective claims to payment in full of the dividends payable to the ORDINARY CREDITORS and THIRTY DAY GOODS CREDITORS herein provided for. Except as regards such subordination, the creditors of any INTERCORPORATE INDEBTEDNESS and the BANK OF NOVA SCOTIA will be unaffected by, and will not benefit from, the PROPOSAL and their respective claims will not be compromised in any manner;
15. The COMPANIES agree to the formation of the COMMITTEE, which COMMITTEE, acting by majority, will have the power to:
  - (a) Advise the TRUSTEE on matters relating to the administration of the PROPOSAL;
  - (b) Determine the timing, or to postpone, the payment of any dividends to the ORDINARY CREDITORS herein provided;
  - (c) Declare that the COMPANIES have complied with the terms and conditions of the PROPOSAL.



16. The INTERIM RECEIVER will continue, until the occurrence of APPROVAL, to act in accordance with the powers granted to it by the Order dated November 23, 2007, as such powers may, from time to time, be modified by the COURT;
17. RSM Richter Inc., Licensed Trustee, will be the TRUSTEE under the PROPOSAL and all monies payable under the PROPOSAL will be paid over to the TRUSTEE which will remit the dividends in accordance with the terms of the PROPOSAL.

**IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ENGLISH AND THE FRENCH VERSION OF THIS PROPOSAL, THE ENGLISH VERSION WILL TAKE PRECEDENCE.**

**DATED AT MONTRÉAL, this 1<sup>st</sup> day of February 2008.**

**MADemoiselle CHARMANTE INC. and 3017320 CANADA INC.**

Per:

Duly Authorized

Per:

Witness

**Mademoiselle Charmante Inc. and 3017320 Canada Inc.**  
**Condensed Statement of Affairs**  
**As at February 1, 2008**  
**(As declared and estimated by the Debtor Companies)**

**LIABILITIES**

Secured Creditors	\$ -
Preferred Creditors	-
Ordinary Creditors	<u>12,780,310</u>
	<u>12,780,310</u>

**ASSETS**

Net funds held in trust by the Interim Receiver (net of estimated accrued obligations post the filing of the Notice of Intention)	<u>2,029,000</u>
DEFICIENCY	<u>\$(10,751,310)</u>

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I, Harvey Kom, president of Mademoiselle Charmante Inc. and 3017320 Canada Inc., do swear that this statement is to the best of my knowledge a full, true and complete statement of its affairs on February 1, 2008 and fully disclose all property of every description that is in its possession and or that may devolve on it in accordance with Section 67 of the Act.

(signed) Harvey Kom \_\_\_\_\_

SWORN before me in the City of  
Montréal in the Province of Québec  
this 1<sup>st</sup> day of February, 2008.

(signed) R. Rudnicki \_\_\_\_\_

**(English – over)**

**DANS L'AFFAIRE DE LA PROPOSITION DE MADEMOISELLE CHARMANTE INC. ET 3017320 CANADA INC.**, personnes morales légalement constituées et dûment incorporées ayant leur siège social et leur principal établissement commercial au 9475, rue Meilleur, Suite 600, Montréal, Québec, H2N 2E1.

**IN THE MATTER OF THE PROPOSAL OF MADEMOISELLE CHARMANTE INC. AND 3017320 CANADA INC.**, bodies politic and corporate, duly incorporated according to law and having their head office and their principal place of business at 9475 Meilleur Street, Suite 600, Montréal, Québec, H2N 2E1.

La liste suivante des créanciers a été préparée à partir des documents remis au syndic et ne constitue pas l'acceptation d'une réclamation ou de réclamations.

The following list of creditors has been prepared from documents submitted to the Trustee and does not constitute acceptance of any claim or claims.

**CRÉANCIERS GARANTIS / SECURED CREDITORS**

**MONTANT/AMOUNT**

Voir liste ci-jointe  
See list attached

NIL

**CRÉANCIERS PRIVILÉGIÉS / PREFERRED CREDITORS**

Voir liste ci-jointe  
See list attached

NIL

**CRÉANCIERS CHIROGRAPHAIRES / ORDINARY CREDITORS**

Voir liste ci-jointe  
See list attached

\$12,780,310

**LISTE SUPPLÉMENTAIRE / SUPPLEMENTARY LIST**

1. Monsieur François Leblanc (séquestre officiel)
2. Ministère du Revenu du Québec (TPS)
3. Ministère du Revenu du Québec (TVQ)
4. Ministère du Revenu du Québec (DAS)
5. Ministère du Revenu du Québec (Immeuble)
6. Agence des douanes et du revenu du Canada - Impôt
7. Agence des douanes et du revenu du Canada (DAS)
8. Agence des douanes et du revenu du Canada (Section faillite et insolvabilité)
9. Commission des normes du travail
10. Dun & Bradstreet du Canada Ltée
11. Equifax Canada Inc., Montréal
12. Equifax Canada Inc., Toronto
13. EULER-ACI, M. Tony Sullo, vice-président régional
14. Bell Canada (Section faillite et insolvabilité)
15. Hydro-Québec (Section du risque)
16. Commission de la santé et de la sécurité du travail
17. Me François Viau, Gowling Lafleur Henderson
18. Me Gilles Paquin, Fishman Flanz Meland Paquin
19. Me Gerald Kandestin, Kugler Kandestin
20. Me Anne Boutin, La Corporation Cadillac Fairview Ltée
21. Me Jean Lozeau, Joli-Cœur, Lacasse Geoffrion, Jetté, St-Pierre
22. Me Pierre Audet, Audet Williams
23. Mr. John Thompson, National Apparel Bureau (Quebec) Ltd.
24. Mr. Vincent Santillo, Scotiabank
25. Mr. Tony Morsani, Scotiabank
26. Mr. David Schachter, Canadian Apparel Credit, CAC
27. Mr. Gerry Levinson, Accord Business Credit Inc.
28. Mr. Harvey Kom



Liste des créanciers / Creditors List  
 Dans l'affaire de la proposition de / In the matter of the Proposal of:  
 Mademoiselle Charmante Inc. and 3017320 Canada Inc.

Nom / Name	Adresse / Address	Montant / Amount
<b>Créanciers chirographaires / Ordinary Creditors</b>		
20 VIC MANAGEMENT (1)	2277 RIVERSIDE DR. EAST SUITE 208 OTTAWA ON K1H 7L3	Unknown
A & R ULTIMATE CLOTHING	99 RUE CHABANEL OUEST SUITE 301 MONTRÉAL QC H2N 1C3	98,404.84
A&F DISTRIBUTIONS (9028-2062 QUÉBEC INC.)	9260 PIERRE BONNE MONTREAL QC H1E 6W5	396.15
ADORABLE JUNIOR	5290 BOUL. THIMENS ST. LAURENT QC H4R 2B2	540,944.55
ARC INTERNATIONAL FASHIONS CORP.*	5891 LAURELWOOD COURT RICHMOND BC V7G 5J1	22,749.30
ASS. MARCHANDS	1075, BOUL FIRSTONE JOLIETTE QC J6E 6X6	170.93
ASS. MARCHANDS PSE	367 ARTHUR SAUER ST-EUSTACHE QC J7P 2B1	569.76
AUBIN PÉLISSIER	205 RUE GODIN TROIS RIVIÈRES QC G8Z 3H1	78.63
AUCLAIR & LANDRY	470 RUE DES ENTREPRENEURS QUÉBEC QC G1M 1B5	276.74
BALLIN	2825 BRABANT MARINEAU ST. LAURENT QC H4S 1R8	155,221.24
BEAUWARD (1)	430 ARTHUR SAUVÉ SUITE /6010 ST-EUSTACHE QC J7R 6V7	3,780.65
BELL CANADA	CASE POSTALE 8712 SUCCURSALE CENTRE VILLE MONTRÉAL QC H3C 3P6	960.89
BELL CANADA ACCOUNT #4 501 8107	C.P. 8713, SUCCURSALE A. MONTRÉAL QC H3C 4L6	131.51
BELL CANADA (REFERENCE 53)	C. P. 9000 SUCCURSALE DON MILLS NORTH YORK ON M5C 2X7	2,277.48
BETA'S CHOICE	45 MURAL ST., UNIT 6 RICHMOND HILL ON L4B 1J4	92,191.92
BLANCHE LESSARD	40 RUE THIBAUT APARTMENT #102 LEVI QC J6V 2J7	Unknown
BRALCO ÉLECTRIQUE	11700 J.J. JOUBERT MONTRÉAL QC H1E 7E7	398.48
BSF-HOME LAVAGE DE VITRES	1605, RUE IBERVILLE MONTRÉAL QC H2K 3B8	887.11
CADILLAC FAIRVIEW (1)	7999 BOUL. GALERIES ANJOU #2219 ANJOU QC H1M 1W9	Unknown
CADILLAC FAIRVIEW (1)	3003 BOUL. LE CARREFOUR LAVAL QC H7T 1C7	Unknown
CADILLAC FAIRVIEW (1)	1, BOUL DES PROMENADES ST-BRUNO QC J3V 5J5	Unknown
CADILLAC FAIRVIEW (1)	6801 TRANS-CANADA HIGHWAY POINTE-CLAIRE QC H9R 5J2	Unknown
CADILLAC FAIRVIEW (1)	1200 ALPHONSE DESJARDINS LÉVIS QC G6V 6Y8	Unknown
CANPAR	500 - 1290 CENTRAL PARKWAY WEST MISSISSAUGA ON L5C 4R9	5,232.63
CAPITAL GARMENT	1200 JULES POITRAS ST. LAURENT QC H4N 1X7	236,051.62
CHARTRAND FORD	1610 BOUL. ST. MARTIN EST LAVAL QC H7G 4W6	210.81
CIMA	1145 BOUL. LEBOURGNEUF BUREAU 300 QUÉBEC QC G2K 2K8	8,358.45
COGIR (1)	3237 BOUL. DES SOURCES DOLLARD-DES-ORMEAUX QC H9B 1Z6	Unknown
COMINAR (1)	455, RUE DU MARAIS QUÉBEC QC G1M 3A2	Unknown
COMINAR (1)	455 RUE DU MARAIS QUÉBEC QC G1M 3A2	Unknown
CONCEPTION M.L.	215 DE MARSEILLE SAINTE-JULIE QC J3E 2C5	6,731.03
CONRAD C. INC.	9320 BOUL. ST. LAURENT MONTRÉAL QC H2N 1N7	570,325.34
COURRIER DU SUD	267 SAINT CHARLES OUEST LONGUEUIL QC H4H 1E3	548.67
CSPAAT	C. P. 4115 STATION A TORONTO ON M5W 2V3	205.25
CSST (CHARMANTE)	TOUR SUD, 31e ÉTAGE 1 COMPLEXE DESJARDINS MONTRÉAL QC H5B 1H1	8,325.93
CSST (3017320 CANADA INC)	TOUR SUD, 31E ÉTAGE 1 COMPLEXE DESJARDINS MONTREAL QC H5B 1H1	456.75
CZIGLER	63 WINGOLD AVE., UNIT 201 TORONTO ON M6B 1P8	115,708.99
D.D.T. ÉLECTRIQUE	6425 CHEMIN DE SAINT-ÉLIE SHERBROOKE QC J1R 0P6	90.02
DACA KARIDIS	8000 BOUL. DÉCARIE SUITE 500 MONTRÉAL QC H4P 2S4	2,848.75
DENIS FOURNITURES BUREAU	2990 BOUL. LE CORBUSIER LAVAL QC H7L 3M2	989.65
DICOM EXPRESS	C.P. 1117 SUCCURSALE CENTRE-VILLE MONTRÉAL QC H3C 5H3	2,559.33
DIRECT ENERGY	30 HIGH MEADOW PLACE TORONTO ON M9L 2Z5	1,505.14
DORFIN	5757 BOUL. THIMENS ST. LAURENT QC H4R 2H6	1,586.05
ELL-JAY (ACCORD BUSINESS CREDIT)	225 RUE CHABANEL OUEST SUITE 800 MONTRÉAL QC H2N 2C9	119,565.03
ENBRIDGE	P O BOX 644 SCARBOROUGH ON M1K 5H1	0.98
ENT. D'ÉLECTRICITÉ EG	1753, RUE GRENET ST-LAURENT QC H4C 2R6	464.51
ENTREPRISES SUPER GUY	225 CHAMP FLEURI ST-COLOMBAN QC J5K 2V3	113.95
ESSO L'IMPÉRIALE	P.O. BOX 2003, STATION D SCARBOROUGH ON M1R 5T7	Unknown
ETILAR HOLDINGS CANADA (BROME CORP. FINANCIERE)	555 RUE CHABANEL OUEST SUITE 1501 MONTRÉAL QC	57,845.51
FIRST CHOICE WINDOW	P O BOX 7096 OTTAWA ON K1L 8E2	519.40
FPI ALEXIS NIHON (1)	1, PLACE ALEXIS NIHON SUITE 1010 MONTRÉAL QC H3Z 3B8	Unknown
GALERIES JOLIETTE	1075, BOUL FIRSTONE JOLIETTE QC J6E 6X6	Unknown
GAZ METROPOLITAIN	1717 DU HAVRE MONTRÉAL QC H2K 2X3	9.12
GAZIFERE	706 BOUL GREBER GATINEAU QC J6V 3P8	10.63
GERVAIS HARDING	GARE WINDSOR 1100 DE LA GAUCHETIÈRE OUEST, SUITE 130 MONTRÉAL QC H3B 2S2	17,634.16
GESTION RESSOURCES RICHER	553, RUE DE PARC INDUSTRIEL SHERBROOKE QC J1C 0J2	144.54
GOUPIL & FILS	3955 LOCAL B, RUE ISABELLE BROSSARD QC J4Y 2R2	230.87
HAGGAR CANADA INC.	91 TYCOS DR. TORONTO ON M6B 1W3	147,332.89
HYDRO-OTTAWA	P O BOX 4483 STATION A TORONTO ON M5W 5Z1	3,807.52
HYDRO-QUÉBEC	C.P. 11022 SUCCURSALE CENTRE-VILLE MONTRÉAL QC H3C 4V6	3,059.84
IVANHOÉ CAMBRIDGE (1)	2452 BOUL. LAURIER SAINTE-FOY QC G1V 2L1	Unknown
IVANHOÉ CAMBRIDGE (1)	1001 SQUARE VICTORIA SUITE C500 MONTRÉAL QC H2Z 2B5	Unknown
IVANHOÉ CAMBRIDGE (1)	2700 BOUL. LAURIER, EDIFICE CHAMPLAIN SUITE 1000 SAINTE-FOY QC G1V 4J9	Unknown
IVANHOÉ CAMBRIDGE (1)	4225 BOUL. DES FORGES TROIS-RIVIÈRES QC G8Y 1W2	Unknown
IVANHOÉ CAMBRIDGE (1)	320 BOUL. SAINT-JOSEPH GATINEAU QC J8Y 3Y8	Unknown
IVANHOÉ COMBRIDGE (1)	100 BAYSHORE DR. OTTAWA ON K2B 8C1	Unknown
JEREMY D. LTÉE	9333 BOUL. ST. LAURENT SUITE 200 MONTRÉAL QC H2N 1P6	115,234.64
KLAUS STEILMAN INC.	3335 BOUL. PITFIELD ST. LAURENT QC H4S 1H3	61,436.79
KOM-ELLE	9475 MEILLEUR SUITE 600 MONTRÉAL QC H2N 2E1	1,197,413.00
LA MAISON DES PAIRS	555RUE CHABANEL OUEST SUITE 1200 MONTRÉAL QC	22,350.74
LABRADOR	C.P. 4514, STATION A TORONTO ON M5W 4L7	32.38
LAVAGE DE VITRES NATIONAL	C.P. 1243 SUCCU. HAUTE VILLE QUÉBEC QC G1R 5K8	201.68
LENNEVILLE ÉLECTRIQUE	11410 BOUL. BÉCANCOUR STE-ANGÈLE DE LAVAL BÉCANCOUR QC G9H 2J3	1,004.04
LONGUEUIL EXTRA	267 SAINT-CHARLES OUEST LONGUEUIL QC J4H 1E3	90.02
LYS AIR MÉCHANIC	1420 LACHAINE LAVAL QC H7C 2N7	1,817.52
MARC NIZAN, ENTRETIEN MÉNAGER	30 ST-LÉON ST-JEAN DE MATHA QC J0K 2S0	59.25
MEILLEUR PLAZA (1)	1320 BOUL. GRAHAM SUITE 100 MONT-ROYAL QC H3P 3C8	Unknown
MICHELINE MARLEAU	111 EDWARD ST. VALLEYFIELD QC J6T 2P2	Unknown
MODE DE VIE (98076 CANADA INC.)	3177 RUE FLEURY EST MONTREAL QC H1H 2R2	24,034.35
MODES MISS-TEE INC.	9250 AVENUE DU PARC SUITE 310 MONTRÉAL QC H2N 1Z2	30,112.83
MODIUM INTERNATIONAL (JEBCO CORP. INTERNATIONAL)	555 RUE CHABANEL OUEST SUITE 1201 MONTRÉAL QC H2N 2H8	43,078.08
MADAME ANDRÉE CLICHE	1251 RUE DES PASQUERS QUEBEC QC J2L 1V3	

Liste des créanciers / Creditors List  
 Dans l'affaire de la proposition de / In the matter of the Proposal of:  
 Mademoiselle Charmante Inc. and 3017320 Canada Inc.

Nom / Name	Adresse / Address	Montant / Amount
<b>Créanciers chirographaires / Ordinary Creditors</b>		
MR. JACQUES THIFFAULT	340 DU DRAVEUR ST-AUGUSTIN QC G3A 1P3	Unknown
NICOLE LAVERGNE	80 PLACE MERCIER APARTMENT #201 CANDIAC QC J5R 4W2	Unknown
NYGARD OUTERWEAR	1200 BOUL. JULES POITRAS SUITE 200 ST. LAURENT QC H4N 1X7	51,562.47
OBLIQUE, LES MODES BRADOX INC. (ACCORD BUSINESS CREDIT)	225 RUE CHABANEL OUEST SUITE 900 MONTRÉAL QC H2N 2C9	87,090.09
OMNITRANS	4300 JEAN-TALON OUEST MONTRÉAL QC H4P 1W3	913.13
OXFORD (1)	552 BOUL. WILFRED HAMEL QUÉBEC QC G1M 3E5	Unknown
P.P. DESLANDES	4775 AVE. TRUDEAU SAINT-HYACINTHE QC J2S 7W9	105.12
PITNEY BOWES	P.O. BOX 278 ORANGEVILLE ON L9W 2Z7	296.39
PLACE VERSAILLES	5125 DU TRIANON SUITE 300 MONTRÉAL QC H1M 2S5	997.06
PRINT-FLEX INTERNATIONAL	2040 BOUL. DAGENAIS OUEST LAVAL QC H7L 5W2	6,229.76
PROMENADES DE L'OUTAOUAIS (1)	1100 BOUL MALONEY OUEST GATINEAU QC J8T 6G3	Unknown
PROTECTION INCENDIE VIKING	1935 BOUL LIONEL-BERTRAND BOISBRIAND QC J7H 1N8	602.62
PURQLATOR	P.O. BOX 1100 ETOBICOKE POSTAL STATION A ETOBICOKE ON M9C 5K2	22.43
RAINBOW BRIDGE FASHIONS	9094 JESLIE STREET UNIT 3 RICHMOND ON L4B 3L3	7,535.01
RAVEL (ACCORD BUSINESS CREDIT)	5333 CASGRAIN SUITE 1201 MONTRÉAL QC H2T 1X3	54,038.46
RCI ENVIRONNEMENT	9501 BOUL. RAY LAWSON ANJOU QC H1J 1L4	1,193.92
REBEL SLACKS CO. LTD.	1625 RUE CHABANEL OUEST SUITE 801 MONTRÉAL QC H4N 2S7	171,196.98
REDCLIFF	3050 BOUL. PROTLAND SUITE 100 SHERBROOKE QC J1L 1K1	22,287.48
REDCLIFF (1)	40 UNIVERSITY AVENUE SUITE /1200 TORONTO ON M5J 1T1	Unknown
RIOCAN (1)	500 BOUL. DES LAURENTIDES SUITE 31 SAINT-JÉRÔME QC J7Z 5M2	Unknown
RIOCAN HOLDINGS (1) MS. LYDIA BOUFFARD	7475 NEWMAN BLVD. SUITE 500 LASALLE QC H8N 1X3	Unknown
RÉNOVATION LAFORTUNE	1053. RUE LAFORTUNE L'ASSOMPTION QC J5W 6C5	60.00
S.M.D. IMPORTATIONS INC.	555 RUE CHABANEL OUEST SUITE 803 MONTRÉAL QC H2N 2H6	166,572.39
SAMMY INTERNATIONAL SALES	719 FIRTH COURT NEWMARKET ON L3Y 8H8	76,550.50
SCOTIABANK	352 CHABANEL STREET WEST MONTRÉAL QC H2N 1G8	5,500,000.00
SIMON CHANG CONCEPTS INC.	555 RUE CHABANEL OUEST SUITE 1407 MONTRÉAL QC H2N 2H8	846.76
SMPC	C.P. 154 SUCC. B MONTRÉAL QC H3B 3J5	124.06
SOURCE ID	9000 HENRI-BOURASSA OUEST ST. LAURENT QC H4S 1L5	2,154.79
SPANNER IMPORTS	334 MANITOU DRIVE KITCHENER ON N2C 1L3	135,461.65
STANZELL, GUDRUN	1091 MARCHANT DRIVE ORLEANS ON K4A 4A9	Unknown
TELUS	C.P. 11674 SUCC. CENTRE-VILLE MONTRÉAL QC H3C 6E9	4,958.06
TRANSCONTINENTAL COURRIER AHUNTSIC	8770 BOUL. LANGELIER BUREAU 210 MONTRÉAL QC H1P 3C6	177.96
TRANSCONTINENTAL	L'EXPRESSION DE LANAUDIÈRE 342 RUE BEAUDRY NORD JOLIETTE QC J6E 6A6	293.42
TRANSCONTINENTAL	COURRIER LAVAL 189 BOUL. LAVAL LAVAL QC H7N 3V8	693.62
UTEX CORPORATION	845 PLYMOUTH MONTRÉAL QC H4P 1B2	157,557.71
VARIATIONS	7050 BRAMALEA UNIT 50/51 MISSISSAUGA ON L5S 1S9	44,490.26
VEGO INTERNATIONAL INC.	333 RUE CHABANEL OUEST SUITE 524 MONTRÉAL QC H2N 2E7	50,018.52
VIKING RIDEAU CENTER (1)	50 RIDEAU STREET SUITE 300 OTTAWA ON K1N 9J7	Unknown
Y2 BLU (ACCORD BUSINESS CORP)	555 RUE CHABANEL OUEST SUITE 309 MONTRÉAL QC H2N 2H8	7,500.55
ZZ - LANDLORD CLAIMS (ESTIMATE) (1)		2,500,000.00
<b>Créanciers chirographaires / Ordinary Creditors</b>		<b>12,780,310.03</b>
<b>Grand Total</b>		<b>12,780,310.03</b>

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

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

**PARAGRAPH 1 OF THE PROOF OF CLAIM**

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

**PARAGRAPH 3 OF THE PROOF OF CLAIM**

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

**PARAGRAPH 4 OF THE PROOF OF CLAIM**

- An unsecured creditor (subparagraph (A)) must check and state whether or not a priority rank is claimed under Section 136 of the Bankruptcy and Insolvency Act.
- A claim of landlord (subparagraph (B)) for disclaimer of lease must be completed with full particulars and calculations.
- A secured creditor must complete subparagraph (C) and attach a copy of the security documents.

**PARAGRAPH 5 OF THE PROOF OF CLAIM**

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

**PARAGRAPH 6 OF THE PROOF OF CLAIM**

- The claimant must attach a detailed list of all payments received and/or credits granted, as follows:
  - a) within the **three months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **not related**;
  - b) within the **twelve months** preceding the initial bankruptcy event, in the case where the claimant and the debtor are **related**.
- PROXY**
  - a) A creditor may vote either in person or by proxy;
  - b) A debtor may not be appointed as proxy to vote at any meeting of the creditors;
  - c) The Trustee may be appointed as a proxy for any creditor;
  - d) In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.

*(français - au recto)*

## PROOF OF CLAIM

(Section 50.1, subsections 65.2(4), 81.2(1), 102(2), 124(2), 128(1),  
and paragraphs 51(1)e) and 66.14b) of the Act)

(All notices or correspondence regarding this claim must be forwarded to the following address: \_\_\_\_\_)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

In the matter of the proposal of **Mademoiselle Charmante Inc. and 3017320 Canada Inc.** (referred to as the "Debtor") of Montreal, Québec, and the claim of:

\_\_\_\_\_, creditor.

I, \_\_\_\_\_, of \_\_\_\_\_, do hereby certify :  
(name of creditor or representative of the creditor) (city and province)

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

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

3. That the debtor was, at the date of the notice of intention to make a proposal, namely the **20<sup>th</sup> day of November 2007**, and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. **(The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim. In addition, indicate the creditor's address, fax number, telephone number and E-mail address).**

4. (Check and complete appropriate category)

( ) **A. UNSECURED CLAIM OF \$ \_\_\_\_\_**

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

(Check appropriate description.)

( ) Regarding the amount of \$ \_\_\_\_\_, I do **not** claim a right to a priority ("Ordinary Creditor") (excluding thirty day goods);

( ) Regarding the amount of \$ \_\_\_\_\_, I do **not** claim a right to a priority ("Thirty Day Goods Creditor");

( ) Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act ("Preferred Creditor"). (Set out on an attached sheet details to support priority claim.)

( ) **B. CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_**

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

( ) **C. SECURED CLAIM OF \$ \_\_\_\_\_**

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

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

5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act.

**PROOF OF CLAIM**  
(continued)

6. That the following are the payments that I have received from, and the credits that I have allowed to, the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act, which is November 20, 2007: (Provide details of payments and credits.)

Dated at \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature of creditor or his representative*

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

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

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

**PROXY**

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

IN THE MATTER OF THE PROPOSAL OF **MADemoiselle Charmante Inc. AND 3017320 Canada Inc.:**

I, \_\_\_\_\_, of \_\_\_\_\_  
*(name of creditor)* *(name of town or city)*

a creditor in the above matter, hereby appoint \_\_\_\_\_ of \_\_\_\_\_

to be my proxyholder in the above matter, except as to the receipt of dividends, with (or without) power to appoint another proxyholder in his or her place.

Dated at \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
*Name of creditor and name of authorized signatory*

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

Per :

\_\_\_\_\_  
*Signature*

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF QUÉBEC  
DIVISION NO.: 01-MONTRÉAL  
COURT NOS.: 500-11-031907-070  
500-11-031906-072  
ESTATE NOS.: 41-1015330  
41-1015325

SUPERIOR COURT  
(Commercial Division)

IN THE MATTER OF THE PROPOSAL OF:

Mademoiselle Charmante Inc.  
-and-  
3017320 Canada Inc.

bodies politic and corporate, duly incorporated according to law and  
having their head office and their principal place of business at:  
9475 Meilleur Street  
Suite 600  
Montréal, QC H2N 2E1

Debtors

VOTING LETTER  
(Paragraphs 51(1)f) and 66.15(3)c) of the Act)

I, \_\_\_\_\_, creditor  
(or I, \_\_\_\_\_, representative of \_\_\_\_\_, creditor)  
of \_\_\_\_\_ (name of town or city), a creditor in the above matter for  
the sum of \_\_\_\_\_\$, hereby request the trustee acting with respect to the proposal of **Mademoiselle  
Charmante Inc. and 3017320 Canada Inc.**, to record my vote \_\_\_\_\_ (for or against) the  
acceptance of the proposal as made on the 1<sup>st</sup> day of February 2008.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

- OR -

\_\_\_\_\_  
Name of Corporate Creditor

\_\_\_\_\_  
Witness

Per : \_\_\_\_\_  
Signature of Signing Officer

(français – au recto)