

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-11-049256-155

**SUPERIOR COURT
Commercial Division**

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

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

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

Applicant

-and-

KPMG INC.

Monitor

-and-

**BOUTIQUE LAURA CANADA LTÉE / LAURA'S
SHOPPE CANADA LTD.**

-and-

3482731 CANADA INC.

-and-

9318-5494 QUÉBEC INC.

-and-

KALMAN FISHER

Stay Parties

-and-

THIRD EYE CAPITAL CORPORATION

-and-

**THE CADILLAC FAIRVIEW CORPORATION
LIMITED**

-and-

SALUS CAPITAL PARTNERS, LLC

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS

Mises-en-cause

APPLICATION FOR AN ORDER FOR NEW FINANCING
(Sections 9, 11 and 11.2 of the *Companies' Creditors Arrangement Act*,
R.S.C. 1985, c. C-36)

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

Unless otherwise indicated, capitalized terms found herein shall have the same meaning ascribed thereto in the Initial Order issued on August 12, 2015.

I. INTRODUCTION

1. On August 12, 2015, this Honourable Court issued an order extending the protection of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA") to Laura's Shoppe (P.V.) Inc. (the "**Applicant**") pursuant to Section 11.02 of the CCAA (as amended, the "**Initial Order**").
2. Pursuant to the Initial Order, KPMG Inc. (the "**Monitor**") was appointed monitor of the Applicant and a stay of proceedings was ordered in respect of the Applicant and, *inter alia*, Laura's Shoppe Canada Ltd. ("**Laura Canada**"), 3482731 Canada Inc. and 9318-5494 Québec Inc. (collectively the "**Additional Parties**" and the Additional Parties together with the Applicant, collectively the "**Applicant Parties**") until and including September 11, 2015 (as extended, the "**Stay Period**").
3. The Initial Order provided, *inter alia*, for a first ranking charge in favour of the Applicant's interim lender, The Cadillac Fairview Corporation Limited ("**CF**"), in respect of an interim financing facility provided to the Applicant (the "**CF Facility**").
4. On September 11, 2015, this Honourable Court issued an order extending the Stay Period until November 30, 2015 and an order establishing a claims procedure.

5. On October 23, 2015, this Honourable Court issued an order authorizing the filing of the Applicant's plan of compromise and arrangement (the "**Plan**") and the calling of a creditors' meeting.
6. Throughout the CCAA proceedings, the Applicant, with the assistance of its advisors, has been actively seeking financing that would provide the credit facilities required in order for the Applicant to: (a) complete its restructuring; (b) pay out its operating lender, Salus Capital Partners, LLC ("**Salus**"), and its interim lender, CF; and (c) exit its restructuring and operate its business going forward.
7. As a result of such process, the Applicant received a commitment letter from Third Eye Capital Corporation, acting as agent and hypothecary representative (in such capacity, "**TEC**") for and on behalf of certain affiliates and funds it manages (collectively the "**TEC Lenders**" and together with TEC, the "**TEC Parties**"), which was ultimately accepted by, *inter alia*, the Applicant on October 22, 2015 (the "**TEC Commitment Letter**"), a copy of which is produced herewith under seal as **Exhibit P-1**.
8. The present Application seeks an order from the Court, in the form or similar to the form of the draft Order produced herewith as **Exhibit P-2** (the "**Draft Order**"), *inter alia*:
 - (a) granting a priority charge over the therein described property of (collectively, the "**Charged Property**"):
 - (i) the Applicant; and
 - (ii) the Additional Parties, with the exception of the hereinafter defined "Pledged Securities" (the "**Additional Property**"),

in favour of TEC, who will provide the Applicant with credit facilities (the "**TEC Facility**") in order to continue its restructuring and operate its business, the whole as is more fully described herein and in the TEC Commitment Letter;
 - (b) subject to payment to CF of all amounts owing under the CF Facility and the filing by the Monitor with the Court of the Certificate, as defined in the Draft Order (the "**Certificate**"):
 - (i) declaring that CF is no longer owed anything under the CF Facility;
and
 - (ii) ordering the discharge and radiation of all hypothecs, charges and security interests created by the Interim Lender Charge pursuant to the Initial Order;

(c) subject to payment to Salus of the Salus Agreed Amount (as hereinafter defined), the occurrence of the "Pledged Securities Surrender" (as defined in the Draft Order) and the Monitor's filing with the Court of the Certificate:

(i) declaring that Salus is no longer owed any amounts other than the "Residual Salus Debt" (as hereinafter defined); and

(ii) ordering the discharge and radiation of all hypothecs, charges and security interests granted in favour of Salus against the Charged Property;

(d) granting such other and further relief as the Court deems appropriate.

9. The Draft Order is subject to modifications which may be made thereto on or prior to the hearing date of this Application.

II. SECURITY REGISTERED AGAINST THE CHARGED PROPERTY

10. Produced herewith, *en liasse*, as **Exhibit P-3** is a summary of search reports revealing the hypothecs and security charging the Charged Property from the Register of Personal and Movable Real Rights of the Province of Quebec and the Personal Property Security registries of various provinces as at October 21, 2015 (the "**Search Report**").

11. The Search Report reveals the publication and registration of the following:

(a) over the Property:

(i) in addition to the Interim Lender Charge, CF holds a movable hypothec in Quebec and other security interests in other Provinces;

(ii) in Quebec, Salus holds a "Deed of Hypothec and Issue of Bonds" granted by the Applicant and certain guarantors;

(iii) in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia and Newfoundland and Labrador, Salus holds security interests;

(iv) 3482731 Canada Inc. (the "**Pledgor**") holds a "Hypothec on Movable Property";

(v) in Quebec, certain of the Applicant's landlords of leased stores have published hypothecs charging certain property situated at the leased store locations described therein; and

- (vi) in the Provinces of British Columbia, Alberta and Ontario, security interests exist in favour of PNC Equipment Finance charging certain leasehold improvements found at the store locations described therein.
- (b) over the Additional Property:
- (i) CF holds movable hypothecs in Quebec and other security interests in other Provinces;
 - (ii) Salus holds movable hypothecs in Quebec and other security interests in other Provinces;
 - (iii) the Pledgor has registered a hypothec in Quebec against the property of Laura Canada;
 - (iv) in the Provinces of British Columbia, Alberta and Ontario, security interests granted by Laura Canada in favour of PNC Equipment Finance exist charging certain leasehold improvements found at locations described therein; and
 - (v) in the Province of Ontario, security interests granted by Laura Canada in favour of CBSC Capital Inc. exist charging certain equipment.

III. APPLICANT'S CURRENT SOURCES OF FINANCING

A. THE CADILLAC FAIRVIEW CORPORATION LIMITED

12. As previously indicated, the Initial Order authorized an interim financing facility of up to \$10 million provided to the Applicant by CF, which the Applicant has utilized throughout the CCAA proceedings in order to support its operations and continue its business.
13. In order to secure indebtedness due by the Applicant under the CF Facility, CF was granted first ranking security over all of the Property pursuant to the Initial Order and was also granted hypothecs and various security interests over the Additional Property (collectively, the "**CF Security**"), the whole as appears from the Search Report, Exhibit P-3.
14. The CF Facility is temporary and, pursuant to the terms of the Interim Financing Loan Agreement, expires on November 28, 2015.
15. As of the date hereof, under the CF Facility, the Applicant owes CF \$9.8 million plus any unpaid and accrued interest and unpaid professional fees.

B. SALUS CAPITAL PARTNERS, LLC

16. As previously indicated, the Applicant's operating lender is Salus who has extended credit facilities to the Applicant by way of a revolving USD and CAD line of credit and a term loan facility (collectively the "**Salus Facility**").
17. In order to secure indebtedness due by the Applicant under the Salus Facility, hypothecs and security interests (collectively the "**Salus Security**") were granted by the Applicant Parties in favour of Salus, the whole as is more fully described in the Search Report, Exhibit P-3.
18. In addition to the Salus Security, in order to provide additional collateral in respect of the Salus Facility, the Pledgor provided a limited recourse guarantee and pledged to Salus certain marketable securities held in the Pledgor's accounts with Dundee Goodman Private Wealth (the "**Pledged Securities**") over which Salus currently holds a security interest.
19. Salus has advised the Applicant that as of August 27, 2015, it was owed substantially more than the "Salus Agreed Amount" (as hereinafter defined).
20. Subject to the terms of the Draft Order, Salus has agreed to receive CAD \$18.2 million (the "**Salus Agreed Amount**") in full and final payment of all amounts owing by the Applicant and/or the Stay Parties under the Salus Facility or otherwise, other than the Residual Salus Debt and the only recourse it will have will be against the Pledged Securities.
21. Consequently, upon payment to Salus of the Salus Agreed Amount and the Monitor's filing of the Certificate, the only amount which shall remain owing to Salus under the Salus Facility or otherwise shall be an amount equivalent to the actual realization proceeds generated from the Pledged Securities (the "**Residual Salus Debt**").

IV. FINANCING SOUGHT BY THE PRESENT APPLICATION

22. TEC is a lender that is known in the Canadian financial marketplace for specializing in innovative financing solutions.
23. Following a detailed examination of the Applicant's business, inventories and cash flow needs and a number of meetings and conference calls with the Applicant's President, Kalman Fisher, and its financial and legal advisors, TEC indicated to the Applicant its desire to provide the required financing. However, TEC wanted to ensure that the financing it would provide to the Applicant would be sufficient to satisfy and discharge the Salus Facility and the CF Facility so that it would become the Applicant's sole lender and principal secured creditor and ultimate exit lender following acceptance and implementation of the Plan.

24. Accordingly, TEC and the Applicant entered into discussions with Salus in order to negotiate a payout that would be amenable to both parties. Ultimately, TEC, the Applicant and Salus reached an agreement pursuant to which the Salus Facility is to be completely eliminated, with the exception of the Residual Salus Debt and the security interests related thereto.
25. Likewise, TEC ensured that the proposed credit facility offered to the Applicant would fully eliminate the CF Facility.
26. In light of the foregoing, TEC issued the TEC Commitment Letter on October 22, 2015, which was ultimately accepted by the Applicant on that same day, the details of which, including the credits offered, appear from the TEC Commitment Letter, Exhibit P-1 (filed under seal).
27. Pursuant to the TEC Commitment Letter, the financing to be furnished by the TEC Parties to the Applicant is conditional upon, *inter alia*, the following:
 - (a) the issuance by this Court of the Draft Order;
 - (b) the creation of security rights in relation to the TEC Facility (the “**TEC Security**”), ranking pursuant to the provisions of the Draft Order; and
 - (c) the complete cancellation, radiation and discharge of all hypothecs and security interests charging the Charged Property existing in favour of Salus and CF, with the exception of hypothecs and charges previously granted by the Pledgor on and in the Pledged Securities in favour of Salus.
28. Subject to the Court’s issuance of the Draft Order and on the basis of the terms, conditions and provisions of the TEC Commitment Letter:
 - (a) CF will be paid by the TEC Parties from the TEC Facility for all amounts outstanding under the CF Facility upon which, the Interim Lender Charge and the CF Security against the Charged Property will be cancelled, radiated and discharged;
 - (b) Salus will be paid by the TEC Parties from the TEC Facility for the Salus Agreed Amount on account of the Salus Facility upon which, all security held by Salus (including the Salus Security) against the Charged Property will be cancelled, radiated and discharged; and
 - (c) the TEC Parties will thereafter advance funds to the Applicant in order to complete its restructuring and continue its operations, in general, and to finance the Applicant’s purchase of merchandise for the Applicant’s upcoming spring season, in particular, the whole in accordance with the TEC Commitment Letter.

29. Although the loan facilities under the TEC Commitment Letter are being provided to the Applicant on an urgent basis, such facilities will be converted into a more permanent credit facility once the Applicant's restructuring has matured and the Plan has been accepted by the creditors affected thereby and approved by the Court.
30. Effectively, the TEC Facility will allow the Applicant to:
 - (a) eliminate the CF Facility which matures on November 28, 2015 and avoid the further payment by the Applicant of any future fees to CF's professionals;
 - (b) eliminate the Salus Facility before the expiry of the Stay Period and avoid the payment by the Applicant of any future fees to Salus' professionals;
 - (c) complete its restructuring;
 - (d) purchase much needed spring inventory for the Applicant's upcoming spring season;
 - (e) meet its obligations under the Plan; and
 - (f) exit its restructuring with a workable credit facility by TEC to allow it to continue operating its business.
31. As appears from the TEC Commitment Letter, TEC's financing is subject to the Court's issuance of the Draft Order.

V. FACTORS TO BE CONSIDERED BY THE COURT

32. With respect to the factors to be considered by this Court set forth in Section 11.2(4) CCAA:
 - (a) the Applicant hopes to complete its restructuring as quickly as possible, having regard to all of the circumstances. As the Plan has been filed and the Creditors' Meeting will shortly be scheduled by the Monitor, the Applicant envisages that, if the Plan is accepted by the creditors affected thereby, its exit from the CCAA process will be accelerated;
 - (b) the TEC Facility is critical to maintaining the Applicant's business operations and the confidence of its employees, landlords and suppliers who have and continue to support the Applicant through this process;
 - (c) the Applicant's business and financial affairs will continue to be managed by its current director and officers, who are honest and experienced retailers. They will continue to be advised by highly experienced external consultants and attorneys and the Applicant's operations will continue to be monitored by the Monitor;

- (d) the Applicant has been in business since 1930 and has operated successfully. It has enjoyed excellent relations with its suppliers and its landlords, as has been demonstrated throughout the Applicant's restructuring. It will continue to purchase new merchandise from its suppliers;
 - (e) without the TEC Facility, the Applicant will have no ability to continue to operate and accordingly, since the implementation of the Plan is predicated on the Applicant's business continuing to operate and not a liquidation scenario, there will be no possibility for the Plan to be implemented; and
 - (f) no creditor of the Applicant continuing to hold security over the Applicant's property will be materially prejudiced as a result of the TEC Facility and the TEC Security. In fact, the security position of such creditors will not change. Moreover, the Applicant's creditors will benefit from the TEC Facility as it will allow the Applicant to: (i) make the distribution payments envisaged by the Plan, (ii) exit the CCAA process; and (iii) purchase goods from its supplier creditors.
33. The Monitor has monitored and been involved in the steps leading up to the financing to be provided by TEC as contemplated by the Draft Order and agrees with and supports the present Application.
34. The Monitor will file its report at or prior to the hearing of the present Application.
35. The present Application is well founded in fact and in law.

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

- (A) **GRANT** the present Application;
- (B) **ISSUE** an order pursuant to the *Companies' Creditors Arrangement Act* substantially in the form of the Draft Order produced as **Exhibit P-2**;

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

MONTREAL, October 26, 2015

(SGD.) Kugler Kandestin LLP

KUGLER KANDESTIN LLP

Attorneys for the Applicant

TRUE COPY



KUGLER KANDESTIN LLP

AFFIDAVIT

I, the undersigned, **KALMAN FISHER**, businessman, doing business in the City of Montreal, Province of Quebec and residing at 4 Granville, in the City of Hampstead, Province of Quebec, solemnly affirm that:

1. I am the President of the Applicant; and
2. All of the facts alleged by the Applicant in the present *Application for an Order for New Financing* which do not appear of record in this Court file are true and correct.

AND I HAVE SIGNED:

(SGD.) Kalman Fisher

KALMAN FISHER

SOLEMNLY AFFIRMED before me at the City of Montreal, Province of Quebec, this 26th day of **October, 2015**.

TRUE COPY

Kugler Kandestin LLP.

KUGLER KANDESTIN LLP

(SGD.) David Stolow

David Stolow, Attorney

NOTICE OF PRESENTATION

TO: SERVICE LIST and other parties.

TAKE NOTICE that the present *Application for an Order for New Financing* will be presented for adjudication before the Commercial Division of the Superior Court of Quebec, in and for the district of Montreal, on **October 30, 2015** at 12:00 p.m. in room 15.03 or such other room as may be announced.

DO GOVERN YOURSELVES ACCORDINGLY

MONTREAL, October 26, 2015

(SGD.) Kugler Kandestin LLP

KUGLER KANDESTIN LLP

Attorneys for the Applicant

TRUE COPY

Kugler Kandestin LLP.

KUGLER KANDESTIN LLP

LIST OF EXHIBITS

EXHIBIT P-1: TEC Commitment Letter
(under seal)

EXHIBIT P-2: Draft Order for New Financing

EXHIBIT P-3: Search Report

MONTREAL, October 26, 2015

(SGD.) Kugler Kandestin LLP
KUGLER KANDESTIN LLP
Attorneys for the Applicant

TRUE COPY

Kugler Kandestin LLP.
KUGLER KANDESTIN LLP

EXHIBIT P-1

THIRD EYE CAPITAL CORPORATION
COMMITMENT LETTER
(under seal)

EXHIBIT P-2

DRAFT ORDER FOR NEW FINANCING

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-11-049256-155

**SUPERIOR COURT
Commercial Division**

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

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

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

Applicant

-and-

KPMG INC.

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**BOUTIQUE LAURA CANADA LTÉE / LAURA'S
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**THE CADILLAC FAIRVIEW CORPORATION
LIMITED**

-and-

SALUS CAPITAL PARTNERS, LLC

-and-

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL RIGHTS

Mises-en-cause

ORDER FOR NEW FINANCING
(Sections 9, 11 and 11.2 of the *Companies' Creditors Arrangement Act*,
R.S.C. 1985, c. C-36)

THE COURT is seized with the "Application for an Order for New Financing" (the "**Application**") filed by Laura's Shoppe (P.V.) Inc. (the "**Applicant**");

SEEING the Initial Order issued by this Honourable Court on August 12, 2015, as amended (the "**Initial Order**"), pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**");

CONSIDERING the allegations contained in the Application, the exhibits and the Affidavit in support thereof;

CONSIDERING the representations of counsel;

CONSIDERING Sections 9, 11 and 11.2 of the CCAA;

CONSIDERING that the Application was duly served on all secured creditors who are likely to be affected by the security or charge resulting from the orders herein;

FOR THE FOREGOING REASONS, THE COURT:

- [1] **GRANTS** the Application;
- [2] **ABRIDGES** the delays to serve, file and present the Application;
- [3] **DECLARES** that the service of the Application constitutes good and sufficient service on all persons and further **DECLARES** that the Applicant is relieved of any other requirements for service of the Application;

- [4] **DECLARES** that, unless otherwise indicated, capitalized terms found herein shall have the same meaning ascribed thereto in the Initial Order and the Application, as the context so requires;

Financing

- [5] **ORDERS** that each of:

- (i) the Applicant, as borrower; and
- (ii) Laura's Shoppe Canada Ltd., 3482731 Canada Inc. and 9318-5494 Quebec Inc. (collectively the "**Additional Parties**" and together with the Applicant, collectively the "**Applicant Parties**"),

be and is hereby authorized to enter into, execute and deliver (and ratifies each Applicant Parties' execution and delivery of) the Commitment Letter in or substantially in the form of the Commitment Letter produced under seal as Exhibit P-1 to the Application (the "**New Financing Agreement**") and such agreements, security documents and other definitive documents (collectively with the New Financing Agreement, the "**New Financing Documents**") as may be required by Third Eye Capital Corporation, acting as agent and hypothecary representative (in such capacity, the "**New Agent**") for and on behalf of certain affiliates and funds it manages (collectively, the "**New Lender**" and together with the New Agent, the "**New Financing Parties**") in connection with the New Loan Facility (as hereinafter defined) and the New Financing Documents, and that the Applicant Parties are hereby authorized to perform all of their obligations under the New Financing Documents;

- [6] **ORDERS** that the Applicant be and is hereby authorized to:

- (a) borrow, repay and reborrow from the New Lender such amounts from time to time as the Applicant may consider necessary or desirable, up to a maximum principal amount of \$31,000,000 outstanding at any time, on the terms and conditions as set forth in the New Financing Documents (the "**New Loan Facility**"), in order to fund the ongoing expenditures and restructuring costs of the Applicant, and to pay such other amounts as are permitted by the terms of this Order and the New Financing Documents;
- (b) utilize part of the New Loan Facility to pay to the Interim Lender the sums owing under the Interim Facility which amounts to \$9,800,000 plus accrued interest and professional fees provided for under the Interim Financing Documents (the "**Interim Lender Payout**"); and
- (c) subject to paragraph [14] below, utilize part of the New Loan Facility to pay to Salus the agreed upon payout amount of \$18,200,000 (the "**Salus Payout**") under the credit facilities provided by Salus to the Applicant.

[7] **ORDERS** that the Applicant Parties shall pay to the New Financing Parties, when due, all amounts owing or to become owing (including principal, interest, fees, closing fees, monitoring fees, prepayment amounts, charges and expenses, all reasonable fees and disbursements of counsel and all other reasonably required advisors to or agents of the New Financing Parties) under the New Financing Documents or any other document or agreement relating thereto or envisaged thereby (collectively the “**New Lender Indebtedness**”) and shall perform all of its other obligations to the New Financing Parties pursuant to the New Financing Documents and this Order;

[8] **DECLARES** that, subject to and upon the Monitor’s filing of the “Certificate” (hereinafter defined) with the Court:

(i) the Property; and

(ii) with the sole exception of the hereinafter defined “Pledged Securities”, the Additional Parties’ present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (collectively the “**Additional Property**” and together with the Property, collectively the “**Charged Property**”),

is hereby charged with and subjected to a charge and security for an aggregate amount of \$41,000,000 as well as all of the hypothecs and security interests created or to be created pursuant to the New Financing Documents (collectively the “**New Lender Charge**”) in favour of the New Agent, as hypothecary representative of and agent for the New Financing Parties, as security for the New Lender Indebtedness, which New Lender Charge shall have the priorities established by and become effective pursuant to this Order. Such New Lender Charge shall subsist without necessity of any publication, registration, recording, filing or perfection;

[9] **ORDERS** that the New Lender Indebtedness, the New Lender Charge and all claims of the New Financing Parties pursuant to the New Financing Documents shall not be compromised pursuant to these proceedings, any plan of arrangement filed or already filed pursuant to the CCAA and any amendments thereto (a “**Plan**”) or any proposal and any amendments thereto (a “**Proposal**”) filed pursuant to the *Bankruptcy and Insolvency Act*, Canada (the “**BIA**”) and the New Financing Parties, in that capacity, shall be treated as an unaffected creditor in these proceedings and in any Plan or Proposal;

[10] **ORDERS** that the New Financing Parties may:

(a) notwithstanding any other provision of this Order, take such steps from time to time as it may deem necessary or appropriate to publish, register, record, file or perfect the New Lender Charge and the New Financing Documents in all jurisdictions where it deems it is appropriate;

- (b) in accordance with the New Financing Documents, take hypothecs on and security interests in the Property which shall have the same priority as the New Lender Charge. For greater certainty, all references herein to the New Lender Charge shall include all such hypothecs and security interests; and
 - (c) notwithstanding the terms of the paragraphs to follow, refuse to make any advance to the Applicant if any of the Applicant Parties fails to comply with the terms, conditions and provisions of the New Financing Documents.
- [11] **ORDERS** that, until the Monitor's discharge, the New Financing Parties shall not take any enforcement steps under the New Financing Documents or the New Lender Charge without providing at least 2 business days written notice (the "**Notice Period**") of a default thereunder to the Applicant, to the Monitor and to any creditors whose rights are registered or published at the appropriate registers or who have submitted a written request for such notice to the New Lender. Upon expiry of such Notice Period, the New Financing Parties shall be entitled to take any and all steps under the New Financing Documents and the New Lender Charge and otherwise permitted at law, but without having to send any notices under Section 244 of the *BIA*;
- [12] **ORDERS** that, subject to further order of this Court, no further order shall be made in respect of this Order unless either:
- (a) notice of a motion for such order is served in advance on the New Agent by the moving party with a minimum 7 day delay; or
 - (b) the New Financing Parties apply for or consent to such order.

Priorities and General Provisions Relating to the New Lender Charge

- [13] **ORDERS** and **DECLARES** that upon the occurrence of all of the following (the "**Financing Conditions**") by no later than 5:00 p.m. Montreal time on November 3, 2015 (or such other delay as may be agreed to in writing by the New Agent and Salus), namely:
- (a) the occurrence of the Interim Lender Payout;
 - (b) the occurrence of the Salus Payout;
 - (c) the occurrence of the surrender and delivery by the "Pledgor" of the "Pledged Securities" (both as hereinafter defined) and all of the Pledgor's rights therein to and in favour of Salus or any other person designated by Salus (the "**Pledged Securities Surrender**") or the consummation of any other arrangements which have the effect of limiting the Pledgor's liability and security in favour of Salus to the Pledged Securities; and

- (d) the Monitor's signature and filing with the Court of a Monitor's Certificate in or substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"),

and no other conditions whatsoever, all of the items and matters set forth in paragraph [14] of this Order shall automatically occur and become and remain effective.

[14] **ORDERS** and **DECLARES** that, subject to and upon occurrence of all of the Financing Conditions within the delay set forth in paragraph [13] of this Order, all of the following shall automatically occur and shall become and remain effective, namely:

- (i) there shall no longer be any amounts whatsoever owing or to become owing (whether as principal, interest, fees, charges or otherwise) by the Applicant or any of the Stay Parties to the Interim Lender pursuant to the Interim Financing Documents;
- (ii) the Interim Lender Charge and all other Encumbrances held by or on behalf of the Interim Lender over all of the Charged Property in relation to the Interim Facility shall be cancelled, radiated and discharged against the Charged Property without the necessity for any further action and all such Encumbrances existing in favour of the Interim Lender hypothecating or charging the Charged Property shall be deemed to be cancelled, radiated and discharged for all purposes;
- (iii) there shall no longer be any amounts whatsoever owing or to become owing (whether as principal, interest, fees, charges or otherwise) by the Applicant or any of the Stay Parties to Salus, other than an amount equal to the realization proceeds of all marketable securities and similar property (the "**Residual Salus Debt**") owned by 3482731 Canada Inc. (the "**Pledgor**") and held in the Pledgor's accounts with Dundee Goodman Private Wealth (the "**Pledged Securities**") over which Salus currently holds a security interest;
- (iv) the Residual Salus Debt shall be deemed to have been absolutely, irrevocably and unconditionally assumed by the Pledgor as the primary obligor thereof;
- (v) Salus' sole recourse against the Applicant, the Pledgor or any of the other Stay Parties for the collection of the Residual Salus Debt shall be limited to Salus exercising all of its available rights, remedies and recourses against the Pledged Securities and not against the Charged Property. For greater certainty, upon Salus' receipt of the realization proceeds of the Pledged Securities, Salus shall have no claim whatsoever against the Applicant,

the Pledgor or any of the other Stay Parties for the whole or any portion of the Salus Residual Debt;

- (vi) with respect only to the enforcement by Salus of its security interests in the Pledged Securities:
 - (a) the stay of proceedings created by the Initial Order in respect of the Pledgor and the Pledged Securities only shall be removed and lifted for the sole purpose of Salus' enforcement of its security interests in the Pledged Securities;
 - (b) any freeze or other impediment placed on any account in which the Pledged Securities are held shall be removed and lifted and Dundee Goodman Private Wealth (or any other Person with which the Pledged Securities are held) shall take and act upon instructions with respect to the sale or disposition of the Pledged Securities solely from Salus or any Person authorized in writing by Salus;
 - (c) Salus shall be entitled to sell, convey and transfer the Pledged Securities and that any notices under subsection 63(4) of the *Personal Property Security Act*, Ontario shall not be required; and
 - (d) upon the sale or disposition of the Pledged Securities and Salus' receipt of the realization proceeds of the Pledged Securities, the Residual Salus Debt shall be deemed released and discharged for all purposes.
- (vii) all Encumbrances held by or on behalf of Salus over, on and in the Charged Property shall be cancelled, radiated and discharged against the Charged Property without the necessity for any further action and all such Encumbrances existing in favour of Salus hypothecating or charging the Charged Property are hereby deemed to be cancelled, radiated and discharged for all purposes;
- (viii) the priorities of the KERP Charge, the New Lender Charge and the Administration Charge (collectively the "**CCAA Charges**"), as between them with respect to the Property, shall be as follows:
 - (a) first, the KERP Charge;
 - (b) second, the New Lender Charge;
 - (c) third, the Administration Charge.

- (ix) with the exception of the KERP Charge, the New Lender Charge shall rank in priority to any and all other Encumbrances affecting the Property charged by such Encumbrances;
- (x) the New Lender Charge shall rank in priority to any and all Encumbrances affecting the Additional Property charged by such Encumbrances;
- (xi) the New Lender Charge shall apply to all proceeds of sales deposited in bank accounts and credit card accounts in all banks in Canada where the Applicant (or any of the other Applicant Parties) has accounts and all blocked account agreements presently in force shall be subject to the priority of the New Lender Charge as herein set forth;
- (xii) except as otherwise expressly provided for herein, the Applicant Parties shall not grant any Encumbrances in or against the Charged Property that rank in priority to, or *pari passu* with, any of the CCAA Charges;
- (xiii) the New Lender Charge shall attach to all present and future Charged Property, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent;
- (xiv) the New Lender Charge and the rights and remedies of the beneficiaries of such New Lender Charge, as applicable, shall be valid and enforceable and shall not otherwise be limited or impaired in any way by: (a) these proceedings and any Plan filed; (b) any petition for a receiving order filed pursuant to the *BIA* in respect of the Applicant or any of the Stay Parties or any receiving order made pursuant to any such petition or any assignment in bankruptcy made or deemed to be made in respect of the Applicant or any of the Stay Parties; (c) any proceedings filed under the *BIA* in respect of the Applicant or any of the Stay Parties or any Proposal filed or a declaration of insolvency made thereunder; or (d) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the Applicant or any of the Stay Parties (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:
 - (a) the creation of the New Lender Charge shall not create or be deemed to constitute a breach by the Applicant or any of the Stay Parties of any Third Party Agreement to which any such party is a party; and
 - (b) the New Financing Parties shall not have liability to any person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the New Lender Charge;

- (xv) notwithstanding:
- (a) these proceedings and any Plan;
 - (b) any petition for a receiving order filed pursuant to the *BIA* in respect of the Applicant or any of the Stay Parties and any receiving order allowing such petition or any assignment in bankruptcy made or deemed to be made in respect of the Applicant or any of the Stay Parties;
 - (c) any proceedings filed under the *BIA* in respect of the Applicant or any of the Stay Parties or any Proposal filed or declaration of insolvency made thereunder; and
 - (d) the provisions of any federal or provincial statute,
- the payments or disposition of any of the Charged Property made by the Applicant or any of the Stay Parties pursuant to this Order and the granting of the New Lender Charge, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law;
- (xvi) the New Lender Charge shall be valid and enforceable as against the Charged Property and against any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, or any other entity, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager, interim receiver or monitor of the Applicant and any Additional Party, for all purposes;
 - (xvii) the Registrar of the Quebec Register of Personal and Movable Real Rights (the "**RDPRM Registrar**"), upon application by the New Agent, shall register in the Quebec Personal and Movable Real Rights Register (the "**RDPRM**") the charges created by the present Order as against the Charged Property situated in Quebec, namely: all present and future movable property, corporeal and incorporeal, wherever situated;
 - (xviii) the Registrars of the Personal Property Security registries for the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, and Newfoundland and Labrador (collectively, the "**PPSA Registrars**"), upon application by the New Agent, shall register in the said registries the charges created by the present Order as against the Charged Property that fall within the respective jurisdictions of the foregoing registries, namely: all present and future personal property, tangible and intangible, wherever situated;

- (xix) subject to Salus' rights against the Pledged Securities, the RDPRM Registrar, upon presentation of the required form with a true copy of this Order and a copy of the Certificate, shall radiate and strike the following registrations from the RDPRM (although it may not be all of the Charged Property that is encumbered by such registrations), which registrations shall be totally and entirely radiated in respect of all of the Charged Property:

Deed	Registration Number	Date of Registration	Grantor(s)	Secured Party
Conventional Hypothec Without Delivery	15-0794652-0001	2015-08-18	Laura's Shoppe (P.V.) Inc.	The Cadillac Fairview Corporation
Conventional Hypothec Without Delivery	15-0794652-0002	2015-08-18	Laura's Shoppe Canada Ltd. 9318-5494 Quebec Inc. 3482731 Canada Inc.	The Cadillac Fairview Corporation
Conventional Hypothec Without Delivery	13-0296475-0001	2013-04-17	Laura's Shoppe (P.V.) Inc.	Salus Capital Partners, LLC
Conventional Hypothec Without Delivery	13-0296475-0002	2013-04-17	Laura's Shoppe Canada Ltd.	Salus Capital Partners, LLC
Conventional Hypothec Without Delivery	13-0296475-0003	2013-04-17	7735235 Canada Inc.	Salus Capital Partners, LLC
Conventional Hypothec Without Delivery	13-0280666-0001	2013-04-11	Laura's Shoppe (P.V.) Inc. 7735235 Canada Inc. Laura's Shoppe Canada Ltd.	Salus Capital Partners, LLC

- (xx) the PPSA Registrars, upon application by the New Agent, shall take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Charged Property by the Interim Lender or Salus, including filing such financing change statements in the Personal Property Security registries of the respective jurisdictions as may be necessary, from any registration filed against the Applicant and/or the Stay Parties in any such Personal Property Security registry and the New

Agent (or its counsel) shall be authorized to take any further steps necessary to effect such discharge;

Cash Management

[15] **ORDERS** and **DECLARES** that, for the purposes hereof:

"BMO Account" means: a deposit account in the name of the Applicant held with Bank of Montreal, which account was subject to a blocked account agreement which was terminated by the Initial Order;

"Cash Management System" means: the daily transfer of all local deposit accounts of the Applicant's stores to the BMO Account along with all other blocked account agreements originally existing in favour of Salus, including without limitation, the blocked account agreement with respect to the Deposit Account, from which the Applicant has and/or will transfer funds from the BMO Account to the Deposit Account; and

"Deposit Account" means: the account in the name of the Applicant held with the Bank of Nova Scotia under account number 630810208019, transit number 63081.

[16] **ORDERS** and **DECLARES** that, subject to and upon occurrence of all of the Financing Conditions within the delay set forth in paragraph [13] of this Order, all of the following automatically occur and shall become and remain effective, namely:

- (i) the Cash Management System, now existing between the Applicant and the Interim Lender, shall remain in force and the New Agent shall replace the Interim Lender in all respects thereof;
- (ii) the New Agent shall, in accordance with the Cash Management System, have (to the exclusion of Salus, the Interim Lender and PWC) control over the proceeds from the Applicant's stores deposited in the Applicant's account with the Bank of Montreal, the Canadian Imperial Bank of Commerce, the Royal Bank of Canada, TD Bank, HSBC Bank Canada, Scotiabank, Laurentian Bank of Canada, Roynat Ltd., the Bank of Nova Scotia and any other bank in Canada, wherever situated, whether

pursuant to agreements concluded between the Applicant and Salus, the Applicant and the Interim Lender, or otherwise;

- (iii) in accordance with the Cash Management System, the Applicant shall transfer funds from the BMO Account, in which all local deposit accounts of the Applicant's stores are being transferred on a daily basis, to the Deposit Account and the New Agent will advance funding (other than the Interim Lender Payout and the Salus Payout) under the New Loan Facility when available to the Deposit Account;
- (iv) any blocked account agreements applicable to the Bank of Montreal Account referred to in paragraph (iii) hereof or any of the bank accounts referred to in paragraph (ii) hereof, including but not limited to any such agreements concluded in favor of Salus and/or the Interim Lender and in particular, any such agreements concluded in relation to the Deposit Account, shall remain terminated;
- (v) PWC shall no longer supervise, monitor or approve the Applicant's receipts and disbursements, in general, and shall cease supervising the Cash Management System, in particular;
- (vi) subject only to the provisions of paragraph (viii) below, the Monitor shall no longer control the receipts and disbursements of the Applicant, including, without limitation, the Cash Management System and neither the Applicant nor the New Agent shall be required to obtain the Monitor's approval for any payments that may be made by the Applicant, in particular, or for any matter regarding receipts and disbursements, in general;
- (vii) subject only to the provisions of paragraph (viii) below, the New Agent will control all receipts and disbursements of the Applicant, including, without limitation, the Cash Management System;
- (viii) notwithstanding the contents of paragraph (vi) above, the Monitor and the Monitor's Counsel (Fishman Flanz Meland Paquin LLP) shall continue to control and operate all mechanisms (and any resulting control of receipts and disbursements specifically required therefor) in order to ensure payment of orders of suppliers of the Applicant where the Monitor and/or its counsel have at any time prior thereto entered into agreements or given the Monitor's approval in respect of the procurement of goods pursuant to the provisions of the *Order in Respect of Supplier Agreements* issued by this Court on September 11, 2015; and
- (ix) (a) all credit card arrangements concluded in connection with the processing of credit cards, between Salus, the Applicant (as the case may be) and Moneris Solutions Corporation, American Express, and any other credit card provider, shall remain in force; (b) the New Agent shall replace

the Interim Lender and Salus in all respects thereof; and (c) if needed, such arrangements can be amended, replaced, terminated and/or otherwise modified by agreements between any such credit card providers, the Applicant (as the case may be) and the New Lender, subject to further order of this Court.

General Provisions

- [17] **ORDERS** and **DECLARES** that, subject to the provisions of this Order, all powers of the Monitor provided for under law or pursuant to the Initial Order shall remain unchanged and that, in the event of any inconsistencies between this Order and the Initial Order, the provisions of this Order shall prevail notwithstanding any provisions of the Initial Order;
- [18] **ORDERS** the sealing of Exhibit P-1 to the Application until further order of this Court;
- [19] **DECLARES** that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [20] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;
- [21] **ORDERS** the provisional execution of this Order notwithstanding any appeal;
- [22] **THE WHOLE** without costs.

Montréal, October 30, 2015

EXHIBIT P-3

SEARCH REPORT

EXHIBIT P-3 EN LIASSE

SUMMARY OF SEARCH RESULTS

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

1. Register of Personal and Movable Real Rights, PROVINCE OF QUEBEC

Searches conducted current as at: October 19, 2015

Names searched: **Laura's Shoppe (P.V.) Inc.**

Magasin Laura (P.V.) Inc.

	Parties	Registration No.	Date	Nature of Right
1.	<u>Grantor:</u> Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc. Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc. <u>Creditor:</u> The Cadillac Fairview Corporation Limited	15-0794652-0001	2015-08-18 11h38 a.m.	<u>Conventional Hypothec Without Delivery</u> in the amount of \$12 Million plus interest at the rate of 25% per annum (charging all the corporeal (tangible) and incorporeal (intangible) movable property of the Grantor now owned or hereafter acquired); <u>Expiry date:</u> August 18, 2025
2.	<u>Purchaser:</u> Magasin Laura (P.V.) Inc. <u>Vendor:</u> 148650 Canada Inc.	15-0784303-0001	2015-08-14 14h44 p.m.	<u>Rights arising under a conditional sale/consignment</u> (21" OAW Powered Roller Conveyors situated at 3000 boul. Le Corbusier, Laval, Quebec. Including: Motorized Equipment only as per attaching drawing, including powered straight conveyors, powered zero-pressure conveyors, powered curves, powered merges, control panel and all required field devices (pullcords, photocells and proximity sensors); <u>Expiry date:</u> July 31, 2018

3.	<p><u>Lessee:</u> Magasin Laura (P.V.) Inc. FISHER, Kalman 1954-05-02</p> <p><u>Lessor:</u> Mercedes Benz Laval</p> <p><u>Assignee:</u> La Corporation de Services Financiers Mercedes-Benz Canada (dba: Services Financiers Mercedes-Benz)</p>	15-0674513-0062	2015-07-17 9h00 a.m.	<p><u>Rights arising under a lease and assignment</u> (2015 Mercedes-Benz GL350BT 4M, VIN no. 4JGDF2EE8FA612395);</p> <p><u>Expiry date:</u> July 15, 2018</p>
4.	<p><u>Lessee:</u> Laura's Shoppe (P.V.) Inc./ Magasin Laura (P.V.) Inc.</p> <p><u>Lessor:</u> Dell Financial Services Canada Limited</p>	15-0532469-0001	2015-06-09 10h04 a.m.	<p><u>Rights arising under a leasing agreement or finance lease</u> (2 Dell Latitude E5450 and 3 Optiplex 3020 small form factor BTX Base);</p> <p><u>Expiry date:</u> May 28, 2018</p>
5.	<p><u>Lessee:</u> <u>Les Magasins Laura (P.v.) Inc</u> FISHER, Kalman 1954-05-03</p> <p><u>Lessor:</u> Porsche Prestige</p> <p><u>Assignee:</u> Porsche Financial Services Canada</p>	15-0188539-0001	2015-03-10 9h00 a.m.	<p><u>Rights arising under a lease and assignment</u> (2015 Porsche Macan, VIN no. WP1AB2A55FLB67965);</p> <p><u>Expiry date:</u> March 2, 2020</p>
6.	<p><u>Grantor:</u> Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc.</p> <p><u>Creditor:</u></p>	14-1003636-0001	2014-10-27 14h57 p.m.	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$138,000.00 plus interest at the prime rate plus 4% per annum (charging (i) <u>the universality of all movables found in leased premises situated at Unit No. 19E, Mega Centre Notre-Dame, Autoroute 13, Laval, Quebec</u> including, but not limited to all machinery, equipment, furniture, fixtures,</p>

	Riocan Holdings (Québec) Inc.			inventory and merchandise, (ii) any rentals payable or owed to the Grantor in connection with a sub-lease of the leased premises or any portion thereof, and (iii) any insurance proceeds relating to the foregoing); <u>Expiry date:</u> December 31, 2020
7.	<u>Lessee:</u> Laura's Shoppe (P.V.) Inc./ Magasin Laura (P.V.) Inc. <u>Lessor:</u> Dell Financial Services Canada Limited	14-0896291-0001	2014-09-25 10h35 a.m.	<u>Rights arising under a leasing agreement or finance lease</u> (4 Latitude 14 5000 Series); <u>Expiry date:</u> September 16, 2017
8.	<u>Lessee:</u> VILLEMAIRE, Dany 1974-09-29 <u>Lessor:</u> Automobiles E. Lauzon Inc. <u>Assignee:</u> VW Credit Canada Inc.	14-0659193-0041	2014-07-21 9h00 a.m.	<u>Rights arising under a lease and assignment</u> (2014 Audi Q7 Progressive, VIN no. WA1DGCFE7ED020354); <u>Expiry date:</u> July 11, 2018 <u>Modification of a Published Right</u> registered on August 14, 2015 under number 15-0779337-0004 whereby DANY VILLEMAIRE is removed as Lessee to the registration and LAURA'S SHOPPE (P.V.) INC./MAGASIN LAURA (P.V.) INC. is added as Lessee to the registration; <u>Rectification</u> registered on September 16, 2015 under number 15-0899219-0001 whereby the various leases referred to therein are subject to the assignment of rights registered under number 13-0131041-0001 by VW Credit Canada Inc. in favour of VW Credit Canada Leasing ULC; <u>Assignment of Rights</u> registered on September 18, 2015 under number 15-0907827-0001 by VW Credit Canada Leasing ULC in favour of VW Credit Canada Funding LP;
9.	<u>Lessee:</u> Laura's Shoppe (P.V.) Inc./ Magasin Laura (P.V.) Inc.	14-0538191-0001	2014-06-13 13h35 p.m.	<u>Rights arising under a leasing agreement or finance lease</u> (18 Optiplex 3020 small form factor BTX Base, 15 Dell 20 Monitor P2014H and 1 Latitude 14 5000 Series);

	<p><u>Lessor:</u></p> <p>Dell Financial Services Canada Limited</p>			<p><u>Expiry date:</u> June 9, 2017</p>
10.	<p><u>Grantor:</u></p> <p>Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc. Laura's Shoppe (P.V.) Inc./ Magasin Laura (P.V.) Inc.</p> <p><u>Creditor:</u></p> <p>3482731 Canada Inc.</p> <p><u>Magasin Laura (P.V.) Inc./ Laura's Shoppe (P.V.) Inc.</u></p>	14-0299252-0001	2014-04-11 9h00 a.m.	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$5 Million plus interest at the rate of 25% per annum (charging the universality of all present and future movable property of the Grantor, wherever situate including the specific trademarks and trade names more fully detailed therein);</p> <p><u>Expiry date:</u> April 11, 2024</p>
11.	<p><u>Grantor:</u></p> <p>Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc.</p> <p><u>Creditor:</u></p> <p>Salus Capital Partners, LLC (acting in its capacity as <i>"fondé de pouvoir"</i> under Article 2692 CCQ)</p>	13-0296475-0001	2013-04-17 9h00 a.m.	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$50 Million plus interest at the rate of 25% per annum (charging the universality of all movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated);</p> <p><u>Expiry date:</u> April 10, 2023</p> <p><u>Cession of Rank</u> registered on April 24, 2013 under number 13-0324486-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Salus Capital Partners, LLC, granting priority on all property <u>other than leasehold improvements</u>;</p>
12.	<p><u>Grantor:</u></p> <p>Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc. 7735235 Canada Inc.</p>	13-0280666-0001	2013-04-11 14h53 p.m.	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$50 Million plus interest at the rate of 25% per annum (charging the universality of all movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated, of each Grantor);</p>

	<p>Boutique Laura Canada Ltée</p> <p>Laura's Shoppe Canada Ltd.</p> <p><u>Creditor:</u></p> <p>Salus Capital Partners, LLC</p> <p>(acting in its capacity as "fondé de pouvoir" under Article 2692 CCQ)</p>			<p><u>Expiry date:</u> April 10, 2023</p> <p><u>Cession of Rank</u> registered on April 24, 2013 under number 13-0324486-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Salus Capital Partners, LLC (with respect to Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc.), granting priority on all property <u>other than leasehold improvements</u>;</p> <p><u>Change of Name</u> registered on July 31, 2015 under number 15-0730149-0001 whereby 7735235 Canada Inc. changes its name to 9318-5494 Quebec Inc. pursuant to Certificate and Articles of Continuance dated March 2, 2015 under the <i>Business Corporations Act</i>, Quebec;</p>
13.	<p><u>Lessee:</u></p> <p>Magasin Laura (P.V.) Inc.</p> <p>FISHER, Kalman 1954-05-02</p> <p><u>Lessor:</u> 166606 Canada Inc.</p> <p><u>Assignee:</u> Toyota Credit Canada Inc.</p>	13-0199848-0005	2013-03-18 11h16 a.m.	<p><u>Rights arising under a lease and assignment</u> (2015 Mercedes-Benz GL350BT 4M, VIN no. 4JGDF2EE8FA612395);</p> <p><u>Expiry date:</u> March 14, 2018</p>
14.	<p><u>Lessee:</u></p> <p>Laura's Shoppe (P.V.) Inc./ Magasin Laura (P.V.) Inc.</p> <p><u>Lessor:</u> Dell Financial Services Canada Limited</p>	12-1007914-0001	2012-12-06 10h13 a.m.	<p><u>Rights arising under a leasing agreement or finance lease</u> (40 Dell Professional P2012H, 20 Optiflex 3010 Small Form and 20 Optiplex 3010 Small Form);</p> <p><u>Expiry date:</u> November 21, 2015</p>
15.	<p><u>Lessee:</u></p> <p>Magasin Laura (P.V.) Inc.</p> <p><u>Lessor:</u> Lexus Gabriel</p> <p><u>Assignee:</u> Toyota Credit Canada Inc.</p>	12-0725862-0006	2012-09-05 11h31 a.m.	<p><u>Rights arising under a lease and assignment</u> (2013 Lexus RX350, VIN no. 2T2BK1BA0DC163060);</p> <p><u>Expiry date:</u> September 1, 2017</p>

<p>16.</p>	<p><u>Lessee:</u> Les Magasins Laura (P.V.) Inc FISHER, Kalman 1954-05-03 <u>Lessor:</u> Porsche Prestige <u>Assignee:</u> Porsche Financial Services Canada</p>	<p>12-0428147-0001</p>	<p>2012-05-31 9h00 a.m.</p>	<p><u>Rights arising under a lease and assignment</u> (2012 Porsche Cayenne, VIN no. WP1AB2A28CLA48874); <u>Expiry date:</u> May 25, 2017</p>
<p>17.</p>	<p><u>Lessee:</u> Magasin Laura (P.V.) Inc. <u>Lessor:</u> Automobiles Silver Star Montreal Inc. <u>Assignee:</u> La Corporation de Services Financiers Mercedes-Benz Canada (dba: Services Financiers Mercedes-Benz)</p>	<p>12-0341389-0012</p>	<p>2012-05-04 9h00 a.m.</p>	<p><u>Rights arising under a lease and assignment</u> (2012 Mercedes-Benz ML3504M, VIN no. 4JGDA5HB2CA030953); <u>Expiry date:</u> May 2, 2016 <u>Assignment of Rights</u> registered on November 11, 2014 under number 14-1053796-0001 by Mercedes-Benz Financial Services Canada Corporation in favour of MBARC Credit Canada Inc.;</p>
<p>18.</p>	<p><u>Lessee:</u> Laura's Shoppe (P.V.) Inc./ Magasin Laura (P.V.) Inc. <u>Lessor:</u> Dell Financial Services Canada Limited</p>	<p>11-0897688-0001</p>	<p>2011-11-21 11h09 a.m.</p>	<p><u>Rights arising under a leasing agreement or finance lease:</u> 2 PCT7048, 48 Port Managed Switch, 1 GBE with 10GB and Stacking Capabilities; 2 Dell Equallogic PS6100X, Mainstream Performance, 10K SAS; 4 R810 Chassis for up to 6x2.5 inch hard; 2 Poweredge R310 Chassis, up to 4 Hot Plug Hard Drives and LCD Diagnostics; 1 R815 Chassis for up to six 2.5 inch hard; 1 Prod Sup/Sub Vcenter SVR-5 STD Vshere; 1 Oran Vcenter SVR 5 STD-Vshere 5; 1 Oran Vcenter SVR 5 STD-Vshere 5; 16 UPG Vshere 5 Ent Vsphere-5 Ent+ Promo 1; 1 Prod Sup/Sub Vcenter SVR-5 STD Vshere; 16 Prod Sup/Sub Vshere 5-Ent+; <u>Expiry date:</u> November 9, 2015</p>

<p>19.</p>	<p><u>Grantor:</u> Laura's Shoppe (P.V.) Inc.</p> <p><u>Creditor:</u> 9145-4090 Québec Inc. SITQ PVM II Inc. SITQ PVM III Inc.</p>	<p>06-0725710-0001</p>	<p>2006-12-18 12h17 p.m.</p>	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$216,080.00 (charging improvements, movable property, machinery and equipment of every kind (including insurance indemnities) <u>located in leased premises situated at 1 Place Ville Marie, Montreal, Quebec</u>);</p> <p><u>Expiry date:</u> September 14, 2012</p> <p><u>Assignment of Rights</u> registered on June 16, 2008 under number 08-0350417-0001 by 9145-4090 Québec Inc., SITQ PVM II Inc. and SITQ PVM III Inc. in favour of 9145-4140 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc.;</p> <p><u>Change of Name</u> registered on November 25, 2008 under number 08-0676442-0001 whereby 9145-4140 Quebec Inc. changes its name to 9145-4090 Quebec Inc. pursuant to Certificate and Articles of Amalgamation dated July 1, 2008;</p> <p><u>Cession of Rank</u> registered on June 17, 2010 under number 10-0397222-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Roynat Inc.;</p> <p><u>Cession of Rank</u> registered on December 6, 2011 under number 11-0939680-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Roynat Inc.;</p> <p><u>Renewal</u> registered on June 11, 2012 under number 12-0464474-0001 whereby the expiry date is renewed until May 15, 2022 (also note that the name "Laura" is mentioned as a trade name of the Grantor);</p> <p><u>Cession of Rank</u> registered on April 24, 2013 under number 13-0324486-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Salus Capital Partners, LLC, granting priority on all property <u>other than leasehold improvements</u>;</p>
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<p>20.</p>	<p><u>Grantor:</u> Laura's Shoppe (P.V.) Inc. Laura Petites <u>Creditor:</u> SITQ PVM I Inc. SITQ PVM II Inc. SITQ PVM III Inc.</p>	<p>01-0418614-0001</p>	<p>2001-11-12 11h47 a.m.</p>	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$150,000.00 plus interest at the prime lending rate plus 3% (charging a universality consisting of all movable improvements, equipment, machinery, furniture and fixtures of every kind now or hereafter located in, on or upon <u>leased premises situated at 1 Place Ville Marie, Montreal, Quebec</u>, including all indemnities and proceeds);</p> <p><u>Expiry date:</u> August 31, 2010</p> <p><u>Assignment of Rights</u> registered on June 16, 2008 under number 08-0350417-0001 by 9145-4090 Québec Inc., SITQ PVM II Inc. and SITQ PVM III Inc. in favour of 9145-4140 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc.;</p> <p><u>Change of Name</u> registered on November 25, 2008 under number 08-0676442-0001 whereby 9145-4140 Quebec Inc. changes its name to 9145-4090 Quebec Inc. pursuant to Certificate and Articles of Amalgamation dated July 1, 2008;</p> <p><u>Cession of Rank</u> registered on June 17, 2010 under number 10-0397222-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Roynat Inc.;</p> <p><u>Renewal</u> registered on July 6, 2010 under number 10-0443595-0001 whereby the expiry date is renewed until June 8, 2011;</p> <p><u>Renewal</u> registered on April 26, 2011 under number 11-0286002-0001 whereby the expiry date is further renewed until April 1, 2021 (note that the trade name of the Grantor "Melanie Lyne" is also mentioned);</p> <p><u>Modification of a Published Right</u> registered on April 26, 2011 under number 11-0286252-0001 whereby the trade name of the Grantor "Laura Petites" is replaced with "Melanie Lyne";</p> <p><u>Cession of Rank</u> registered on December 6, 2011 under number 11-0939680-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc.</p>
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				and PVM Foncia III Inc. in favour of Roynat Inc.;
				Cession of rank registered on April 24, 2013 under number 13-0324486-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Salus Capital Partners, LLC, granting priority on all property <u>other than leasehold improvements</u> ;

2. Personal Property Security Act, PROVINCE OF ONTARIO

File currency: October 19, 2015

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

Reference File No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
676426554	PNC Equipment Finance, a Division of PNC Bank Canada Branch	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee. Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc.	February 24, 2012 (4 years) <i>Exp: February 24, 2016</i>	Equipment, accounts, other General Collateral Description: THE LEASEHOLD IMPROVEMENTS THAT ARE THE OBJECT OF THE LOAN 159002000 AND ARE DONE OR WILL BE DONE AT THE BUSINESS PROPERTY LOCATED AT 1355 KINGSTON ROAD - UNIT 410-414 PICKERING, ON LIV 1B8. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, THE LEASEHOLD IMPROVEMENTS INCLUDE THE BUILDING MATERIALS, THE ELECTRICAL WIRING AND THE PLUMBING , THE INSULATING, ROOFS WALLS, CEILINGS, FLOORS, WINDOWS, SHELVES AND DOORS. THE WALLPAPER, CARPETING AND FLOOR COVERINGS, CERAMIC TITLES, PARQUET AND MARBLE FLOORING, THE LAMPS, CURTAINS, BLINDS, HEATING APPARATUS, VENTILATION AND AIR CONDITIONNING EQUIPMENT.

Reference File No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
685979658	Salus Capital Partners, LLC	Magasin Laura (P.V.) Inc./Laura's Shoppe (P.V.) Inc.	April 11, 2013 (5 years) <i>Exp: April 11, 2018</i>	Inventory, equipment, accounts, other, motor vehicle included
709066989	The Cadillac Fairview Corporation Limited	Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc.	August 18, 2015 (5 years) <i>Exp: August 18, 2020</i>	Inventory, equipment, accounts, other, motor vehicle included

3. Personal Property Security Act, PROVINCE OF MANITOBA

File currency: October 20, 2015

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

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
201305942109	Salus Capital Partners, LLC	Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc.	April 11, 2013 (5 years) <i>Exp: April 11, 2018</i>	The security interest is taken in all of the debtor's present and after-acquired personal property.
201515722209	The Cadillac Fairview Corporation Limited	Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc.	August 19, 2015 (5 years) <i>Exp: August 20, 2020</i>	The security interest is taken in all of the debtor's present and after-acquired personal property.

4. Personal Property Security Act, PROVINCE OF SASKATCHEWAN

File currency: October 20, 2015

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

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
301008518	Salus Capital Partners, LLC	Magasin Laura (P.V.) Inc. Laura's Shoppe (P.V.) Inc.	April 11, 2013 (5 years) <i>Exp: April 11, 2018</i>	All present and after-acquired personal property of the Debtors.

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
		Magasin Laura (P.V.) Inc. Laura's Shoppe (P.V.) Inc. Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc.		
301379026	The Cadillac Fairview Corporation Limited	Laura's Shoppe (P.V.) Inc. / Magasin Laura (P.V.) Inc. Magasin Laura (P.V.) Inc./ Laura's Shoppe (P.V.) Inc. Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc.	August 18, 2015 (5 years) <i>Exp: August 18, 2020</i>	All of the Debtor's present and after-acquired personal property. Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

5. Personal Property Security Act, PROVINCE OF ALBERTA

File currency: October 20, 2015

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

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
12022412178	PNC Equipment Finance, a Division of PNC Bank Canada Branch	Laura's Shoppe (P.V.) Inc. / Magasin Laura (P.V.) Inc. Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltee [The registration includes all English and French variations of the debtor names]	February 24, 2012 (4 years) <i>Exp: February 24, 2016</i>	SECURITY AGREEMENT THE LEASEHOLD IMPROVEMENTS THAT ARE THE OBJECT OF THE LOAN 159002000 AND ARE DONE OR WILL BE DONE AT THE BUSINESS PROPERTY LOCATED AT THE FOLLOWING ADDRESS : 317 - 7TH AVENUE SW , CALGARY , ALBERTA, T2P 2Y9 . WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, THE LEASEHOLD

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
				IMPROVEMENTS INCLUDE THE BUILDING MATERIALS, THE ELECTRICAL WIRING AND THE PLUMBING, THE INSULATION, ROOFS , WALLS, CEILINGS, FLOOR COVERINGS, CERAMIC TILES, PARQUET AND MARBLE FLOORING. THE LAMPS, CURTAINS, BLINDS, HEATING APPARATUS, VENTILATION AND AIR CONDITIONING EQUIPMENT
13041114224	Salus Capital Partners, LLC	Magasin Laura (P.V.) Inc./Laura's Shoppe (P.V.) Inc.	April 11, 2013 (5 years) <i>Exp: April 11, 2018</i>	SECURITY AGREEMENT All present and after acquired personal property of the Debtor.
15081824479	The Cadillac Fairview Corporation Limited	Laura's Shoppe (P.V.) Inc. / Magasin Laura (P.V.) Inc.	Aug 18, 2015 Term: infinity	LAND CHARGE
15081824774	The Cadillac Fairview Corporation Limited	Laura's Shoppe (P.V.) Inc. / Magasin Laura (P.V.) Inc.	August 18, 2015 (5 years) <i>Exp: August 18, 2020</i>	SECURITY AGREEMENT All of the Debtor's present and after-acquired personal property.

6. Personal Property Security Act, PROVINCE OF BRITISH COLUMBIA

File currency: October 20, 2015

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

Base Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
603499G	PNC Equipment Finance, a Division of PNC Bank Canada Branch	Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc. Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee.	February 24, 2012 (4 years) <i>Exp: February 24, 2016</i>	THE LEASEHOLD IMPROVEMENTS THAT ARE THE OBJECT OF THE LOAN 159002000 AND ARE DONE OR WILL BE DONE AT THE BUSINESS PROPERTIES LOCATED AT THE FOLLOWING ADDRESS : 2271 HARVERY

Base Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
				<p>AVENUE, UNIT 1040 , KELOWA , B.C. V1Y 6H2. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, THE LEASEHOLD IMPROVEMENTS INCLUDE THE BUILDING MATERIALS, THE ELECTRICAL WIRING AND THE PLUMBING, THE INSULATION, ROOFS, WALLS, CEILINGS, FLOORS, WINDOWS, SHELVES AND DOORS, THE WALL PAPER, CARPETING AND FLOOR COVERINGS, CERAMIC TILES, PARQUET AND MARBLE FLOORING, THE LAMPS, CURTAINS, BLINDS, HEATING APPARATUS, VENTILATION AND AIR CONDITIONING EQUIPMENT.</p>
286113H	Salus Capital Partners, LLC	<p>Magasin Laura (PV) Inc</p> <p>Laura's Shoppe (PV) Inc</p> <p>Magasin Laura (PV) Inc Laura's Shoppe (PV) Inc</p> <p>Laura's Shoppe (PV) Inc Magasin Laura (PV) Inc.</p>	<p>April 11, 2013 (5 years)</p> <p>Exp: April 11, 2018</p>	<p>All of the Debtor's present and after-acquired personal property.</p>
785694I	The Cadillac Fairview Corporation Limited	<p>Laura's Shoppe (PV) Inc</p> <p>Magasin Laura (PV) Inc</p> <p>Laura's Shoppe Canada Ltd.</p> <p>Boutique Laura Canada Ltee.</p> <p>9318-5494 Quebec Inc.</p> <p>3482731 Canada Inc.</p>	<p>August 17, 2015 (5 years)</p> <p>Exp: August 17, 2020</p>	<p>ALL OF EACH DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (INCLUDING, WITHOUT LIMITATION, FIXTURES).</p> <p>FOR CLARIFICATION PURPOSES THE FULL NAMES OF THE DEBTORS ARE: LAURA'S SHOPPE (P.V.) INC. / MAGASIN LAURA (P.V.) INC., LAURA'S SHOPPE CANADA LTD. / BOUTIQUE LAURA CANADA LTEE., 9318-5494 QUEBEC INC., AND 3482731 CANADA INC.</p>

Base Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
		Laura's Shoppe (PV) Inc/Magasin Laura (PV) Inc. Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee.		

7. Personal Property Security Act, NEW BRUNSWICK

File currency: October 21, 2015

Names searched: **Laura's Shoppe (P.V.) Inc. / Magasin Laura (P.V.) Inc.**

1. Registration Number: 22830343
 Registration Date: April 11, 2013
 Expiry Date: April 11, 2018
 Debtors: **MAGASIN LAURA (P.V.) INC.
 LAURA'S SHOPPE (P.V.) INC.
 MAGASIN LAURA (P.V.) INC. LAURA'S SHOPPE (P.V.) INC.
 LAURA'S SHOPPE (P.V.) INC. MAGASIN LAURA (P.V.) INC.**
 Secured Parties: **SALUS CAPITAL PARTNERS, LLC**
 General Collateral: **A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.**

2. Registration Number: 26288035
 Registration Date: August 18, 2015
 Expiry Date: August 18, 2020
 Debtors: **LAURA'S SHOPPE (P.V.) INC./MAGASIN LAURA (P.V.) INC.
 MAGASIN LAURA (P.V.) INC./ LAURA'S SHOPPE (P.V.) INC.
 LAURA'S SHOPPE (P.V.) INC.
 MAGASIN LAURA (P.V.) INC.**
 Secured Parties: **THE CADILLAC FAIRVIEW CORPORATION LIMITED**

General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

8. Personal Property Security Act, NOVA SCOTIA

File currency: October 21, 2015

Names searched: **Laura's Shoppe (P.V.) Inc. / Magasin Laura (P.V.) Inc.**

1. Registration Number: 21055827
Registration Date: April 11, 2013
Expiry Date: April 11, 2018
Debtors: **MAGASIN LAURA (P.V.) INC.
LAURA'S SHOPPE (P.V.) INC.
MAGASIN LAURA (P.V.) INC. LAURA'S SHOPPE
(P.V.) INC.
LAURA'S SHOPPE (P.V.) INC. MAGASIN LAURA
(P.V.) INC.**
Secured Parties: SALUS CAPITAL PARTNERS, LLC
General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

2. Registration Number: 24764920
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: **LAURA'S SHOPPE (P.V.) INC./MAGASIN LAURA
(P.V.) INC.
MAGASIN LAURA (P.V.) INC./ LAURA'S SHOPPE
(P.V.) INC.
LAURA'S SHOPPE (P.V.) INC.
MAGASIN LAURA (P.V.) INC.**
Secured Parties: THE CADILLAC FAIRVIEW CORPORATION LIMITED
General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

9. Personal Property Security Act, NEWFOUNDLAND and LABRADOR

File currency: October 21, 2015

Names searched: **Laura's Shoppe (P.V.) Inc. / Magasin Laura (P.V.) Inc.**

1. Registration Number: 10873438
Registration Date: April 11, 2013
Expiry Date: April 11, 2018
Debtors: **MAGASIN LAURA (P.V.) INC.
LAURA'S SHOPPE (P.V.) INC.
MAGASIN LAURA (P.V.) INC. LAURA'S SHOPPE
(P.V.) INC.
LAURA'S SHOPPE (P.V.) INC. MAGASIN LAURA
(P.V.) INC.**
Secured Parties: SALUS CAPITAL PARTNERS, LLC
General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE
DEBTOR'S PRESENT AND AFTER-ACQUIRED
PERSONAL PROPERTY.

2. Registration Number: 13203682
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: **LAURA'S SHOPPE (P.V.) INC./MAGASIN LAURA
(P.V.) INC.
MAGASIN LAURA (P.V.) INC./ LAURA'S SHOPPE
(P.V.) INC.
LAURA'S SHOPPE (P.V.) INC.
MAGASIN LAURA (P.V.) INC.**
Secured Parties: THE CADILLAC FAIRVIEW CORPORATION
LIMITED
General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE
DEBTOR'S PRESENT AND AFTER ACQUIRED
PERSONAL PROPERTY.

SUMMARY OF SEARCH RESULTS

LAURA'S SHOPPE CANADA LTD./BOUTIQUE LAURA CANADA LTÉE

1. Register of Personal and Movable Real Rights, PROVINCE OF QUEBEC

Searches conducted current as at: October 19, 2015

Names searched: **Laura's Shoppe Canada Ltd.
Boutique Laura Canada Ltée**

	Parties	Registration No.	Date	Nature of Right
1.	<u>Grantor:</u> Laura's Shoppe Canada Ltd. Boutique Laura Canada Ltée Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 3482731 Canada Inc. <u>Creditor:</u> The Cadillac Fairview Corporation Limited	15-0794652-0002	2015-08-18 11h38 a.m.	<u>Conventional Hypothec Without Delivery</u> in the amount of \$12 Million plus interest at the rate of 25% per annum (charging all the corporeal (tangible) and incorporeal (intangible) movable property of the Grantor now owned or hereafter acquired); <u>Expiry date:</u> August 18, 2025
2.	<u>Lessee:</u> Laura's Shoppe Canada Ltd Boutique Laura Canada Lte	14-0862342-0002	2014-09-17 9h00 a.m.	<u>Rights arising under a leasing agreement or finance lease</u> (23 CANON COPIERS including all parts, accessories, replacements, additions and accessions, tangible and intangible (including software), now and hereafter relating thereto or affixed thereon and including any documentation, manuals or information provided in connection therewith);

	<p>Laura's Shoppe Canada Ltd/Boutique Laura Canada <u>Lte</u></p> <p>Boutique Laura Canada <u>Lte</u>/Laura's Shoppe Canada Ltd.</p> <p><u>Lessor:</u></p> <p>CBSC Capital Inc.</p>			<p><u>Expiry date:</u> September 15, 2019</p> <p><u>Rectification</u> registered on October 3, 2014 under number 14-0929659-0001 whereby the spelling of the debtor's name is corrected to read Boutique Laura Canada <u>Ltee</u>;</p>
3.	<p><u>Grantor:</u></p> <p>Laura's Shoppe Canada Ltd.</p> <p>Boutique Laura Canada Ltée</p> <p>Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltée</p> <p>Boutique Laura Canada Ltée./Laura's Shoppe Canada Ltd.</p> <p><u>Creditor:</u></p> <p>3482731 Canada Inc.</p>	14-0299252-0002	2014-04-11 9h00 a.m.	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$5 Million plus interest at the rate of 25% per annum (charging the universality of all present and future movable property of the Grantor, wherever situate);</p> <p><u>Expiry date:</u> April 11, 2024</p>
4.	<p><u>Lessee:</u></p> <p>Boutique Laura Canada Ltee</p> <p>STRELSHIK FISHER, Melanie (1956-07-09)</p> <p>STRELSHIK, Melanie (1956-07-09)</p> <p><u>Lessor:</u></p> <p>Cadillac de Laval</p> <p><u>Assignee:</u></p> <p>Société de Location GM Financial Canada Ltée</p>	13-0862120-0010	2013-09-30 9h00 a.m.	<p><u>Rights arising under a lease and assignment</u> (2013 Cadillac ATS 2.0L LUX AWD, VIN no. 1G6AH5RX1D)171651);</p> <p><u>Expiry date:</u> September 26, 2016</p>

<p>5.</p>	<p><u>Grantor:</u> Laura's Shoppe Canada Ltd. Boutique Laura Canada Ltée</p> <p><u>Creditor:</u> Salus Capital Partners, LLC (acting in its capacity as "<i>fondé de pouvoir</i>" under Article 2692 CCQ)</p>	<p>13-0296475-0002</p>	<p>2013-04-17 9h00 a.m.</p>	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$50 Million plus interest at the rate of 25% per annum (charging the universality of all movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated);</p> <p><u>Expiry date:</u> April 10, 2023</p>
<p>6.</p>	<p><u>Grantor:</u> Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc. 7735235 Canada Inc. Boutique Laura Canada Ltée Laura's Shoppe Canada Ltd.</p> <p><u>Creditor:</u> Salus Capital Partners, LLC (acting in its capacity as "<i>fondé de pouvoir</i>" under Article 2692 CCQ)</p>	<p>13-0280666-0001</p>	<p>2013-04-11 14h53 p.m.</p>	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$50 Million plus interest at the rate of 25% per annum (charging the universality of all movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated, of each Grantor);</p> <p><u>Expiry date:</u> April 10, 2023</p> <p><u>Cession of Rank</u> registered on April 24, 2013 under number 13-0324486-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Salus Capital Partners, LLC (with respect to Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc.), granting priority on all property <u>other than leasehold improvements</u>;</p> <p><u>Change of Name</u> registered on July 31, 2015 under number 15-0730149-0001 whereby 7735235 Canada Inc. changes its name to 9318-5494 Quebec Inc. pursuant to Certificate and Articles of Continuance dated March 2, 2015 under the <i>Business Corporations Act</i>, Quebec;</p>
<p>7.</p>	<p><u>Lessee:</u> Laura's Shoppe Canada Ltd.</p> <p><u>Lessor:</u> CBSC Capital Inc.</p>	<p>12-1056999-0003</p>	<p>2012-12-27 9h00 a.m.</p>	<p><u>Rights arising under a lease</u> (10 CANON COPIERS including all parts, accessories, replacements, additions and accessions, tangible and intangible (including software), now and hereafter relating thereto or affixed thereon and including any documentation,</p>

				<p>manuals or information provided in connection therewith;</p> <p><u>Expiry date:</u> December 23, 2018</p>
8.	<p><u>Lessee:</u></p> <p>Boutique Laura Canada Ltée</p> <p>Laura's Shoppe Canada Ltd.</p> <p><u>Lessor:</u></p> <p>9020-3027 Quebec Inc.</p> <p><u>Assignee:</u></p> <p>Toyota Credit Canada Inc.</p>	12-0682439-0004	2012-08-21 12h33 p.m.	<p><u>Rights arising under a lease and assignment</u> (2012 Toyota Rav 4, VIN no. 2T3RF4DV6CW238762);</p> <p><u>Expiry date:</u> August 16, 2017</p>
9.	<p><u>Lessee:</u></p> <p>Laura's Shoppe Canada Ltd.</p> <p><u>Lessor:</u></p> <p>CBSC Capital Inc.</p>	10-0874396-0003	2010-12-13 9h32 a.m.	<p><u>Rights arising under a leasing agreement or finance lease</u> (All goods supplied by the secured party to the debtor, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing. Proceeds: goods, chattel paper, securities, money, crops, licenses and intangibles;</p> <p><u>Expiry date:</u> December 9, 2016</p>

2. Personal Property Security Act, PROVINCE OF ONTARIO

File currency: October 19, 2015

Names searched: **Laura's Shoppe Canada Ltd.**
Boutique Laura Canada Ltée

Reference File No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
666519354	CBSC Capital Inc.	Laura's Shoppe Canada Ltd.	December 13, 2010 (6 years) <i>Exp: Dec. 13, 2016</i>	Equipment, other

Reference File No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
676426554	PNC Equipment Finance, a Division of PNC Bank Canada Branch	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee. Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc.	February 24, 2012 (4 years) <i>Exp: February 24, 2016</i>	Equipment, accounts, other General Collateral Description: THE LEASEHOLD IMPROVEMENTS THAT ARE THE OBJECT OF THE LOAN 159002000 AND ARE DONE OR WILL BE DONE AT THE BUSINESS PROPERTY LOCATED AT 1355 KINGSTON ROAD - UNIT 410-414 PICKERING, ON L1V 1B8. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, THE LEASEHOLD IMPROVEMENTS INCLUDE THE BUILDING MATERIALS, THE ELECTRICAL WIRING AND THE PLUMBING, THE INSULATING, ROOFS WALLS, CEILINGS, FLOORS, WINDOWS, SHELVES AND DOORS. THE WALLPAPER, CARPETING AND FLOOR COVERINGS, CERAMIC TILES, PARQUET AND MARBLE FLOORING, THE LAMPS, CURTAINS, BLINDS, HEATING APPARATUS, VENTILATION AND AIR CONDITIONNING EQUIPMENT.
685979631	Salus Capital Partners, LLC	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee	April 11, 2013 (5 years) <i>Exp: April 11, 2018</i>	Inventory, equipment, accounts, other, motor vehicle included
709067007	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee	August 18, 2015 (5 years) <i>Exp: August 18, 2020</i>	Inventory, equipment, accounts, other, motor vehicle included

3. Personal Property Security Act, PROVINCE OF MANITOBA

File currency: October 20, 2015

Names searched: **Laura's Shoppe Canada Ltd.
Boutique Laura Canada Ltée**

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
201305942800	Salus Capital Partners, LLC	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltée	April 11, 2013 (5 years) Exp: April 11, 2018	The security interest is taken in all of the debtor's present and after-acquired personal property.
201515724708	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 342731 Canada Inc.	August 19, 2015 (5 years) Exp: August 20, 2020	The security interest is taken in all of the debtor's present and after-acquired personal property.

4. Personal Property Security Act, PROVINCE OF SASKATCHEWAN

File currency: October 20, 2015

Names searched: **Laura's Shoppe Canada Ltd.
Boutique Laura Canada Ltée**

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
301379037	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltée Boutique Laura Canada Ltée/Laura's Shoppe Canada Ltd. Laura's Shoppe Canada Ltd. Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 3482731 Canada Inc.	August 18, 2015 (5 years) Exp: August 18, 2020	All of the Debtors' present and after-acquired personal property. Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

5. Personal Property Security Act, PROVINCE OF ALBERTA

File currency: October 20, 2015

Names searched: **Laura's Shoppe Canada Ltd.**
Boutique Laura Canada Ltée

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
12022412178	PNC Equipment Finance, a Division of PNC Bank Canada Branch	Laura's Shoppe (P.V.) Inc. / Magasin Laura (P.V.) Inc. Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltée [The registration includes all English and French variations of the debtor names]	February 24, 2012 (4 years) <i>Exp: February 24, 2016</i>	SECURITY AGREEMENT THE LEASEHOLD IMPROVEMENTS THAT ARE THE OBJECT OF THE LOAN 159002000 AND ARE DONE OR WILL BE DONE AT THE BUSINESS PROPERTY LOCATED AT THE FOLLOWING ADDRESS : 317 - 7TH AVENUE SW , CALGARY , ALBERTA, T2P 2Y9 . WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, THE LEASEHOLD IMPROVEMENTS INCLUDE THE BUILDING MATERIALS, THE ELECTRICAL WIRING AND THE PLUMBING, THE INSULATION, ROOFS , WALLS, CEILINGS, FLOOR COVERINGS, CERAMIC TILES, PARQUET AND MARBLE FLOORING. THE LAMPS, CURTAINS, BLINDS, HEATING APPARATUS, VENTILATION AND AIR CONDITIONING EQUIPMENT
13041114168	Salus Capital Partners, LLC	Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltée [The registration includes all English and French variations of the debtor names]	April 11, 2013 (5 years) <i>Exp: April 11, 2018</i>	SECURITY AGREEMENT All present and after-acquired personal property of the Debtor.

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
15081824637	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltee 9318-5494 Quebec Inc. 3482731 Canada Inc.	Aug 18, 2015 Term: infinity	LAND CHARGE
15081825791	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltee 9318-5494 Quebec Inc. 3482731 Canada Inc.	August 18, 2015 (5 years) <i>Exp: August 18, 2020</i>	SECURITY AGREEMENT All of the Debtors' present and after-acquired personal property.

6. Personal Property Security Act, PROVINCE OF BRITISH COLUMBIA

File currency: October 20, 2015

Names searched: **Laura's Shoppe Canada Ltd.
Boutique Laura Canada Ltée**

Base Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
603499G	PNC Equipment Finance, a Division of PNC Bank Canada Branch	Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc. Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee.	February 24, 2012 (4 years) <i>Exp: February 24, 2016</i>	THE LEASEHOLD IMPROVEMENTS THAT ARE THE OBJECT OF THE LOAN 159002000 AND ARE DONE OR WILL BE DONE AT THE BUSINESS PROPERTIES LOCATED AT THE FOLLOWING ADDRESS : 2271 HARVERY AVENUE, UNIT 1040 , KELOWA , B.C. V1Y 6H2. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, THE LEASEHOLD IMPROVEMENTS INCLUDE THE

Base Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
				BUILDING MATERIALS, THE ELECTRICAL WIRING AND THE PLUMBING, THE INSULATION, ROOFS, WALLS, CEILINGS, FLOORS, WINDOWS, SHELVES AND DOORS, THE WALL PAPER, CARPETING AND FLOOR COVERINGS, CERAMIC TILES, PARQUET AND MARBLE FLOORING, THE LAMPS, CURTAINS, BLINDS, HEATING APPARATUS, VENTILATION AND AIR CONDITIONING EQUIPMENT.
286109H	Salus Capital Partners, LLC	Laura's Shoppe Canada Ltd Boutique Laura Canada Ltee Laura's Shoppe Canada Ltd Boutique Laura Canada Ltee Boutique Laura Canada Ltee Laura's Shoppe Canada Ltd.	April 11, 2013 (5 years) <i>Exp:</i> April 11, 2018	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
785694I	The Cadillac Fairview Corporation Limited	Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc. Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee. 9318-5494 Quebec Inc. 3482731 Canada Inc.	August 17, 2015 (5 years) <i>Exp:</i> August 17, 2020	ALL OF EACH DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (INCLUDING, WITHOUT LIMITATION, FIXTURES). FOR CLARIFICATION PURPOSES THE FULL NAMES OF THE DEBTORS ARE: LAURA'S SHOPPE (P.V.) INC. / MAGASIN LAURA (P.V.) INC., LAURA'S SHOPPE CANADA LTD. / BOUTIQUE LAURA CANADA LTEE., 9318-5494 QUEBEC INC., AND 3482731 CANADA INC.

7. Personal Property Security Act, NEW BRUNSWICK

File currency: October 21, 2015

Names searched: **Laura's Shoppe Canada Ltd.
Boutique Laura Canada Ltée**

1. Registration Number: 26288118
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: **LAURA'S SHOPPE CANADA LTD./BOUTIQUE
LAURA CANADA LTÉE
BOUTIQUE LAURA CANADA LTÉE/LAURA'S
SHOPPE CANADA LTD.
LAURA'S SHOPPE CANADA LTD.
BOUTIQUE LAURA CANADA LTÉE
3482731 CANADA INC.
9318-5494 QUÉBEC INC.**
Secured Parties: **THE CADILLAC FAIRVIEW CORPORATION
LIMITED**
General Collateral: **A SECURITY INTEREST IS TAKEN IN ALL OF THE
DEBTORS' PRESENT AND AFTER ACQUIRED
PERSONAL PROPERTY.**

8. Personal Property Security Act, NOVA SCOTIA

File currency: October 21, 2015

Names searched: **Laura's Shoppe Canada Ltd.
Boutique Laura Canada Ltée**

1. Registration Number: 24764946
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: **LAURA'S SHOPPE CANADA LTD./BOUTIQUE
LAURA CANADA LTÉE
BOUTIQUE LAURA CANADA LTÉE/LAURA'S
SHOPPE CANADA LTD.
LAURA'S SHOPPE CANADA LTD.
BOUTIQUE LAURA CANADA LTÉE
3482731 CANADA INC.
9318-5494 QUÉBEC INC.**
Secured Parties: **THE CADILLAC FAIRVIEW CORPORATION
LIMITED**

General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

9. Personal Property Security Act, NEWFOUNDLAND and LABRADOR

File currency: October 21, 2015

Names searched: **Laura's Shoppe Canada Ltd.
Boutique Laura Canada Ltée**

1. Registration Number: 13203690
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: **LAURA'S SHOPPE CANADA LTD./BOUTIQUE
LAURA CANADA LTÉE
BOUTIQUE LAURA CANADA LTÉE/LAURA'S
SHOPPE CANADA LTD.
LAURA'S SHOPPE CANADA LTD.
BOUTIQUE LAURA CANADA LTÉE
3482731 CANADA INC.
9318-5494 QUÉBEC INC.**
Secured Parties: **THE CADILLAC FAIRVIEW CORPORATION
LIMITED**
General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

SUMMARY OF SEARCH RESULTS

9318-5494 QUÉBEC INC.
(formerly "7735235 Canada Inc.")

1. Register of Personal and Movable Real Rights, PROVINCE OF QUEBEC

Searches conducted current as at: October 19, 2015

Names searched: 7735235 Canada Inc.

 9318-5494 Quebec Inc.

	Parties	Registration No.	Date	Nature of Right
1.	<u>Grantor:</u> Laura's Shoppe Canada Ltd. Boutique Laura Canada Ltée Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 3482731 Canada Inc. <u>Creditor:</u> The Cadillac Fairview Corporation Limited	15-0794652-0002	2015-08-18 11h38 a.m.	<u>Conventional Hypothec Without Delivery</u> in the amount of \$12 Million plus interest at the rate of 25% per annum (charging all the corporeal (tangible) and incorporeal (intangible) movable property of the Grantor now owned or hereafter acquired); <u>Expiry date:</u> August 18, 2025
2.	<u>Old Name:</u> 7735235 Canada Inc. <u>New Name:</u> 9318-5494 Quebec Inc.	15-0730149-0001	2015-07-31 11h26 a.m.	<u>Change of Name</u> whereby 7735235 Canada Inc. was continued on March 2, 2015 under the <i>Business Corporations Act</i> , Quebec and changed its name to " 9318-5494 Quebec Inc. ";

<p>3.</p>	<p><u>Grantor:</u> 7735235 Canada Inc. <u>Creditor:</u> Salus Capital Partners, LLC (acting in its capacity as "fondé de pouvoir" under Article 2692 CCQ)</p>	<p>13-0296475-0003</p>	<p>2013-04-17 9h00 a.m.</p>	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$50 Million plus interest at the rate of 25% per annum (charging the universality of all movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated); <u>Expiry date:</u> April 10, 2023 <u>Change of Name</u> registered on July 31, 2015 under number 15-0730149-0001 whereby 7735235 Canada Inc. changes its name to 9318-5494 Quebec Inc. pursuant to Certificate and Articles of Continuance dated March 2, 2015 under the <i>Business Corporations Act</i>, Quebec;</p>
<p>4.</p>	<p><u>Grantor:</u> Laura's Shoppe (P.V.) Inc. Magasin Laura (P.V.) Inc. 7735235 Canada Inc. Boutique Laura Canada Ltée Laura's Shoppe Canada Ltd. <u>Creditor:</u> Salus Capital Partners, LLC (acting in its capacity as "fondé de pouvoir" under Article 2692 CCQ)</p>	<p>13-0280666-0001</p>	<p>2013-04-11 14h53 p.m.</p>	<p><u>Conventional Hypothec Without Delivery</u> in the amount of \$50 Million plus interest at the rate of 25% per annum (charging the universality of all movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated, of each Grantor); <u>Expiry date:</u> April 10, 2023 <u>Cession of Rank</u> registered on April 24, 2013 under number 13-0324486-0001 by 9145-4090 Quebec Inc., PVM Foncia II Inc. and PVM Foncia III Inc. in favour of Salus Capital Partners, LLC (with respect to Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc.), granting priority on all property <u>other than leasehold improvements</u>; <u>Change of Name</u> registered on July 31, 2015 under number 15-0730149-0001 whereby 7735235 Canada Inc. changes its name to 9318-5494 Quebec Inc. pursuant to Certificate and Articles of Continuance dated March 2, 2015 under the <i>Business Corporations Act</i>, Quebec;</p>

2. Personal Property Security Act, PROVINCE OF ONTARIO

File currency: October 19, 2015

Names searched: 7735235 Canada Inc.

9318-5494 Quebec Inc.

Reference File No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
709066998	The Cadillac Fairview Corporation Limited	9318-5494 Quebec Inc.	Aug 18, 2015 (5 years) <i>Exp: Aug. 18, 2020</i>	Inventory, equipment, accounts, other, motor vehicle included

3. Personal Property Security Act, PROVINCE OF MANITOBA

File currency: October 20, 2015

Names searched: 7735235 Canada Inc.

9318-5494 Quebec Inc.

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
201515724708	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 342731 Canada Inc.	August 19, 2015 (5 years) <i>Exp: August 20, 2020</i>	The security interest is taken in all of the debtor's present and after-acquired personal property.

4. Personal Property Security Act, PROVINCE OF SASKATCHEWAN

File currency: October 20, 2015

Names searched: 7735235 Canada Inc.

9318-5494 Quebec Inc.

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
301379037	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltée Boutique Laura Canada Ltée/Laura's Shoppe Canada Ltd. Laura's Shoppe Canada Ltd. Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 3482731 Canada Inc.	August 18, 2015 (5 years) <i>Exp: August 18, 2020</i>	All of the Debtors' present and after-acquired personal property. Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

5. Personal Property Security Act, PROVINCE OF ALBERTA

File currency: October 20, 2015

Names searched: **7735235 Canada Inc.**
9318-5494 Quebec Inc.

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
15081824637	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee 9318-5494 Quebec Inc. 3482731 Canada Inc.	Aug 18, 2015 Term: infinity	LAND CHARGE
15081825791	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee 9318-5494 Quebec Inc. 3482731 Canada Inc.	Aug 18, 2015 (5 years) <i>Exp: August 18, 2020</i>	SECURITY AGREEMENT All of the debtors' present and after-acquired personal property

6. Personal Property Security Act, PROVINCE OF BRITISH COLUMBIA

File currency: October 20, 2015

Names searched: 7735235 Canada Inc.

9318-5494 Quebec Inc.

Base Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
7856941	The Cadillac Fairview Corporation Limited	Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc. Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee. 9318-5494 Quebec Inc. 3482731 Canada Inc.	August 17, 2015 (5 years) <i>Exp:</i> August 17, 2020	ALL OF EACH DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (INCLUDING, WITHOUT LIMITATION, FIXTURES). FOR CLARIFICATION PURPOSES THE FULL NAMES OF THE DEBTORS ARE: LAURA'S SHOPPE (P.V.) INC. / MAGASIN LAURA (P.V.) INC., LAURA'S SHOPPE CANADA LTD. / BOUTIQUE LAURA CANADA LTEE., 9318-5494 QUEBEC INC., AND 3482731 CANADA INC.

7. Personal Property Security Act, NEW BRUNSWICK

File currency: October 21, 2015

Names searched: 7735235 Canada Inc.

9318-5494 Quebec Inc.

- Registration Number: 26288118
 Registration Date: August 18, 2015
 Expiry Date: August 18, 2020
 Debtors: **LAURA'S SHOPPE CANADA LTD./BOUTIQUE LAURA CANADA LTÉE
 BOUTIQUE LAURA CANADA LTÉE/LAURA'S SHOPPE CANADA LTD.
 LAURA'S SHOPPE CANADA LTD.
 BOUTIQUE LAURA CANADA LTÉE**

Secured Parties: 3482731 CANADA INC.
9318-5494 QUÉBEC INC.
General Collateral: THE CADILLAC FAIRVIEW CORPORATION
LIMITED
A SECURITY INTEREST IS TAKEN IN ALL OF THE
DEBTORS' PRESENT AND AFTER ACQUIRED
PERSONAL PROPERTY.

8. Personal Property Security Act, NOVA SCOTIA

File currency: October 21, 2015
Names searched: 7735235 Canada Inc.
9318-5494 Quebec Inc.

1. Registration Number: 24764946
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: LAURA'S SHOPPE CANADA LTD./BOUTIQUE
LAURA CANADA LTÉE
BOUTIQUE LAURA CANADA LTÉE/LAURA'S
SHOPPE CANADA LTD.
LAURA'S SHOPPE CANADA LTD.
BOUTIQUE LAURA CANADA LTÉE
3482731 CANADA INC.
9318-5494 QUÉBEC INC.
Secured Parties: THE CADILLAC FAIRVIEW CORPORATION
LIMITED
General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE
DEBTORS' PRESENT AND AFTER ACQUIRED
PERSONAL PROPERTY.

9. Personal Property Security Act, NEWFOUNDLAND and LABRADOR

File currency: October 21, 2015
Names searched: 7735235 Canada Inc.
9318-5494 Quebec Inc.

1. Registration Number: 13203690
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: **LAURA'S SHOPPE CANADA LTD./BOUTIQUE
LAURA CANADA LTÉE
BOUTIQUE LAURA CANADA LTÉE/LAURA'S
SHOPPE CANADA LTD.
LAURA'S SHOPPE CANADA LTD.
BOUTIQUE LAURA CANADA LTÉE
3482731 CANADA INC.
9318-5494 QUÉBEC INC.**
Secured Parties: **THE CADILLAC FAIRVIEW CORPORATION
LIMITED**
General Collateral: **A SECURITY INTEREST IS TAKEN IN ALL OF THE
DEBTORS' PRESENT AND AFTER ACQUIRED
PERSONAL PROPERTY.**

SUMMARY OF SEARCH RESULTS

3482731 CANADA INC.

1. Register of Personal and Movable Real Rights, PROVINCE OF QUEBEC

Searches conducted current as at: October 19, 2015

Names searched: **3482731 Canada Inc.**

	Parties	Registration No.	Date	Nature of Right
1.	<u>Grantor:</u> Laura's Shoppe Canada Ltd. Boutique Laura Canada Ltée Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 3482731 Canada Inc. <u>Creditor:</u> The Cadillac Fairview Corporation Limited	15-0794652-0002	2015-08-18 11h38 a.m.	<u>Conventional Hypothec Without Delivery</u> in the amount of \$12 Million plus interest at the rate of 25% per annum (charging all the corporeal (tangible) and incorporeal (intangible) movable property of the Grantor now owned or hereafter acquired); <u>Expiry date:</u> August 18, 2025

2. Personal Property Security Act, PROVINCE OF ONTARIO

File currency: October 19, 2015

Names searched: **3482731 Canada Inc.**

Reference File No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
709067016	The Cadillac Fairview Corporation Limited	3482731 Canada Inc.	Aug 18, 2015 (5 years) <i>Exp: Aug. 18, 2020</i>	Inventory, equipment, accounts, other, MV included

3. Personal Property Security Act, PROVINCE OF MANITOBA

File currency: October 20, 2015

Names searched: 3482731 Canada Inc.

NOTE: NO REGISTRATIONS FOUND UNDER EXACT NAME, HOWEVER NOTE SIMILAR NAME BELOW

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
201515724708	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 342731 Canada Inc.	August 19, 2015 (5 years) <i>Exp:</i> August 20, 2020	The security interest is taken in all of the debtor's present and after-acquired personal property.

4. Personal Property Security Act, PROVINCE OF SASKATCHEWAN

File currency: October 20, 2015

Names searched: 3482731 Canada Inc.

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
301379037	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltée Boutique Laura Canada Ltée/Laura's Shoppe Canada Ltd. Laura's Shoppe Canada Ltd. Boutique Laura Canada Ltée 9318-5494 Quebec Inc. 3482731 Canada Inc.	August 18, 2015 (5 years) <i>Exp:</i> August 18, 2020	All of the Debtors' present and after-acquired personal property. Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

5. Personal Property Security Act, PROVINCE OF ALBERTA

File currency: October 20, 2015

Names searched: **3482731 Canada Inc.**

Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
15081824637	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltee 9318-5494 Quebec Inc. 3482731 Canada Inc.	Aug 18, 2015 Term: infinity	LAND CHARGE
15081825791	The Cadillac Fairview Corporation Limited	Laura's Shoppe Canada Ltd./ Boutique Laura Canada Ltee 9318-5494 Quebec Inc. 3482731 Canada Inc.	Aug 18, 2015 (5 years) <i>Exp: August 18, 2020</i>	SECURITY AGREEMENT All of the debtors' present and after-acquired personal property

6. Personal Property Security Act, PROVINCE OF BRITISH COLUMBIA

File currency: October 20, 2015

Names searched: **3482731 Canada Inc.**

Base Registration No.	Secured Party	Debtor	Date of Registration (period)	Collateral Secured and Comments
7856941	The Cadillac Fairview Corporation Limited	Laura's Shoppe (P.V.) Inc./Magasin Laura (P.V.) Inc. Laura's Shoppe Canada Ltd./Boutique Laura Canada Ltee. 9318-5494 Quebec Inc.	August 17, 2015 (5 years) <i>Exp: August 17, 2020</i>	ALL OF EACH DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (INCLUDING, WITHOUT LIMITATION, FIXTURES). FOR CLARIFICATION PURPOSES THE FULL NAMES OF THE DEBTORS ARE: LAURA'S SHOPPE (P.V.) INC. / MAGASIN

		3482731 Canada Inc.	LAURA (P.V.) INC., LAURA'S SHOPPE CANADA LTD. / BOUTIQUE LAURA CANADA LTEE., 9318-5494 QUEBEC INC., AND 3482731 CANADA INC.
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7. Personal Property Security Act, NEW BRUNSWICK

File currency: October 21, 2015

Names searched: **3482731 Canada Inc.**

1. Registration Number: 26288118
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: **LAURA'S SHOPPE CANADA LTD./BOUTIQUE LAURA CANADA LTÉE
BOUTIQUE LAURA CANADA LTÉE/LAURA'S SHOPPE CANADA LTD.
LAURA'S SHOPPE CANADA LTD.
BOUTIQUE LAURA CANADA LTÉE
3482731 CANADA INC.
9318-5494 QUÉBEC INC.**
Secured Parties: THE CADILLAC FAIRVIEW CORPORATION LIMITED
General Collateral: A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

8. Personal Property Security Act, NOVA SCOTIA

File currency: October 21, 2015

Names searched: **3482731 Canada Inc.**

1. Registration Number: 24764946
Registration Date: August 18, 2015
Expiry Date: August 18, 2020
Debtors: **LAURA'S SHOPPE CANADA LTD./BOUTIQUE LAURA CANADA LTÉE
BOUTIQUE LAURA CANADA LTÉE/LAURA'S SHOPPE CANADA LTD.
LAURA'S SHOPPE CANADA LTD.**

Secured Parties: **BOUTIQUE LAURA CANADA LTÉE
3482731 CANADA INC.
9318-5494 QUÉBEC INC.**

General Collateral: **THE CADILLAC FAIRVIEW CORPORATION
LIMITED
A SECURITY INTEREST IS TAKEN IN ALL OF THE
DEBTORS' PRESENT AND AFTER ACQUIRED
PERSONAL PROPERTY.**

9. Personal Property Security Act, NEWFOUNDLAND and LABRADOR

File currency: October 21, 2015

Names searched: **3482731 Canada Inc.**

1. Registration Number: 13203690
 Registration Date: August 18, 2015
 Expiry Date: August 18, 2020
 Debtors: **LAURA'S SHOPPE CANADA LTD./BOUTIQUE
LAURA CANADA LTÉE
BOUTIQUE LAURA CANADA LTÉE/LAURA'S
SHOPPE CANADA LTD.
LAURA'S SHOPPE CANADA LTD.
BOUTIQUE LAURA CANADA LTÉE
3482731 CANADA INC.
9318-5494 QUÉBEC INC.**

Secured Parties: **THE CADILLAC FAIRVIEW CORPORATION
LIMITED**

General Collateral: **A SECURITY INTEREST IS TAKEN IN ALL OF THE
DEBTORS' PRESENT AND AFTER ACQUIRED
PERSONAL PROPERTY.**

No: 500-11-049256-155

SUPERIOR COURT (COMMERCIAL DIVISION)
(SITTING AS A COURT DESIGNATED PURSUANT TO THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. C. C-36,
AS AMENDED)
DISTRICT OF MONTRÉAL
PROVINCE OF QUÉBEC

IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:
MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE (P.V.)
INC.

Applicant

-and-

KPMG INC.

Monitor

-and-

BOUTIQUE LAURA CANADA LTÉE/LAURA'S SHOPPE
CANADA LTD.

-and-

3482731 CANADA INC.

-and-

9318-5494 QUEBEC INC.

-and-

KALIMAN FISHER

Stay Parties

-and-

THIRD EYE CAPITAL CORPORATION

-and-

THE CADILLAC FAIRVIEW CORPORATION LIMITED

-and-

SALUS CAPITAL PARTNERS, LLC

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND
MOVABLE REAL RIGHTS

Mises-en-Cause

APPLICATION FOR AN ORDER FOR NEW FINANCING,
AFFIDAVIT, NOTICE OF PRESENTATION, LIST OF
EXHIBITS

COPY

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BG 0132

5931-01/GFK/JC