

CANADA

SUPERIOR COURT
Commercial Division

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

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

N°: 500-11-058602-208

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

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

Applicant

-and-

KPMG INC.

Monitor

APPLICATION FOR A CLAIMS PROCEDURE ORDER
(Sections 9, 10 and 11 of the *Companies' Creditors Arrangement Act*,
R.S.C. 1985, c. C-36)

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

I. INTRODUCTION

1. On July 31, 2020, this Honourable Court issued a First-Day Initial Order, and on August 10, 2020, an Amended and Restated Initial Order (collectively the "**Initial Order**"), extending protection to Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc. ("**Laura**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").
2. Pursuant to the Initial Order, KPMG Inc. was appointed as monitor of the Applicant (the "**Monitor**") and a stay of proceedings (the "**Stay of Proceedings**") was ordered until and including September 25, 2020 (the "**Stay Period**").
3. The present Application seeks an order from the Court, *inter alia*:
 - i. establishing a claims bar date for the filing of proofs of claim with the Monitor (the "**Claims Bar Date**");

- ii. approving the form, manner of notice, filing procedure and determination process in respect of such proofs of claim; and
- iii. granting such orders and further relief as the Court deems appropriate.

II. CLAIMS PROCEDURE ORDER

- 4. Since the issuance of the Initial Order, the Applicant has acted and continues to act in good faith and with due diligence.
- 5. The Applicant has made and continues to make significant progress in restructuring its business including the following:
 - i. negotiating terms with landlords for leases of certain of its store locations and considering closing and vacating the stores for which no renegotiation of lease terms is possible;
 - ii. completing overtures to its suppliers to obtain the necessary fresh goods to stock its stores for the current and upcoming season; and
 - iii. continuing to operate its stores and online business in the challenging environment brought on by the COVID-19 health crisis.
- 6. In the context of its restructuring, the Applicant intends to present a plan of compromise or arrangement to its creditors (the "**Plan**").
- 7. The Applicant submits that it is in the best interests of all of its stakeholders that it initiates a claims process as quickly as possible substantially in the form of the draft claims procedure order (the "**Order**"), communicated herewith as **Exhibit P-1**.
- 8. The proposed Order establishes the Claims Bar Date for claims against the Applicant so as to allow for the timely determination of all claims and the presentation by the Applicant to its creditors of a Plan with a view to an early and successful exit from the CCAA proceedings.
- 9. The proposed Order provides for a fair and balanced mechanism to assess and, if necessary, adjudicate disputes regarding the valuation of claims before the Court.
- 10. The proposed Order also provides for a specific mechanism to assist the Monitor (and landlords) in valuing the claims of landlords resulting from the renegotiation of existing lease terms and/or the disclaimer of leases, which mechanism would achieve an equitable and consistent treatment of such claims for the benefit of all landlords.

11. In respect of the proposed mechanism to value landlords' restructuring claims and/or lease disclaimer claims, the proposed Order allows for an opting out of such mechanism by landlords if they wish to have their claims adjudicated before the Court, such that their rights are not prejudiced by the conclusions herein sought.
12. The present Application is well founded in fact and in law.
13. The Applicant respectfully asks that the present Application be granted in conformity with the conclusions hereof.

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

- (A) **GRANT** the present Application;
- (B) **ISSUE** the Claims Procedure Order pursuant to the *Companies' Creditors Arrangement Act* substantially in the form of the draft Order produced as **Exhibit P-1**;

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

MONTREAL, August 21, 2020

Fishman Flanz Meland Paquin LLP
FISHMAN FLANZ MELAND PAQUIN LLP
Attorneys for the Applicant

AFFIDAVIT

I, the undersigned, KALMAN FISHER, President of the Applicant, having a place of business at 3000 Le Corbusier boulevard, Laval, Quebec, solemnly affirm that:

1. I am the authorized representative of the Applicant, and as such, I have cognizance of all of the facts alleged in the present matter;
2. All of the facts alleged in the Application for a Claims Procedure Order are true.

AND I HAVE SIGNED

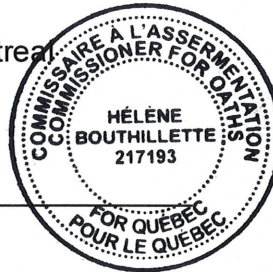


KALMAN FISHER

Solemnly declared before me at Montreal
This 21st day of August, 2020



Commissioner of Oaths for Quebec



CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
N°: 500-11-058602-208

SUPERIOR COURT
(Commercial Division)

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

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

Applicant

-and-

KPMG INC.

Monitor

NOTICE OF PRESENTATION

TO: The Service List

TAKE NOTICE that the present *Application for a Claims Procedure Order* will be presented for adjudication before the Honourable Marie-Anne Paquette, J.S.C., sitting in the Commercial Division for the District of Montreal, on August 28, 2020 at 9:00 a.m. by video-conference or telephone conference at the following coordinates:

Video-conference link: <https://web rtc.scvc.gouv.qc.ca>
Meeting ID: 86219026

Conference call: (418) 478-3293 or (514) 335-1080
Meeting ID: 86219026#

An invitation to the virtual conference, with additional instructions, is attached.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, August 21, 2020

Fishman Flanz Meland Paquin LLP

FISHMAN FLANZ MELAND PAQUIN LLP
Attorneys for the Applicant

INVITATION À UNE AUDIENCE VIRTUELLE

No de dossier : #500-11-058602-208

Cause : Laura's Shoppe (P.V.) Inc.

Maître,

Le 28 août à 09h00, l'honorable Marie-Anne Paquette, j.c.s., présidera une audience à distance dans le dossier mentionné en objet.

Cette audience aura lieu dans une salle virtuelle, par internet, de façon à respecter les obligations de distanciation sociale qu'impose la crise de la COVID-19. Chaque personne impliquée dans cette audience, témoins compris, y participera à distance.

Le présent avis traite des sujets suivants :

1. Préparation pour l'audience
2. Déroulement de l'audience
3. Conditions techniques
4. Procédure à suivre pour vous joindre à l'audience
5. Procédure à suivre pour le test préalable

1. Préparation pour l'audience

Si cela n'est déjà fait, vous devez transmettre au juge qui présidera l'audience, de même qu'à madame Houria Bounoua (houria.bounoua@justice.gouv.qc.ca), les actes de procédures utiles ainsi que les pièces en mode numérique (chaque document doit être communiqué dans un fichier distinct, en format Word ou PDC-OCR. Si un seul fichier PDF-OCR est communiqué, les différentes pièces et procédures devraient au moins être identifiées au moyen de signets Bookmarks. N'oubliez pas d'en transmettre copie à la partie adverse. Sauf permission spéciale, il n'y aura pas de dépôt pendant l'audience.

Si un document n'est pas au dossier de la Cour et que vous en transmettez une copie numérique, vous êtes néanmoins tenus de déposer l'original au dossier de la Cour et d'acquitter les droits de greffe applicables, le cas échéant.

Dans le contexte d'une audience virtuelle, le respect des principes généraux de la procédure civile (C.p.c., art. 17-24) est capital. Vous devez faire tous les efforts possibles pour limiter le débat à l'essentiel.

2. Déroulement de l'audience

La salle d'audience virtuelle respecte les conditions habituelles. La collaboration de tous est de mise afin de maintenir en tout temps le décorum. Les parties, les avocats, le greffier et le juge assistent à l'audience. Les témoins (autres que les parties) s'y joignent au besoin, et sur invitation, le temps de leur intervention.

Un participant ne peut prendre la parole qu'avec la permission du juge. **Comme il s'agit d'une audience de Cour, tout enregistrement ou captation, autre que par le système d'enregistrement numérique de la cour, est interdit par la loi.**

Les règles relatives à l'exclusion des témoins s'appliquent toujours et l'assistance auprès d'un témoin en cours de témoignage demeure interdite.

Le juge transmet, comme c'est le cas présentement, une invitation aux avocats des parties, à charge pour eux d'aviser leur(s) client(s) de l'audience et de ses modalités. Si les parties sont non représentées, le juge transmet l'invitation par courriel directement aux parties.

L'avocat ou la partie non représentée transmet aux témoins, le cas échéant, l'avis joint au présent courriel (AVIS AU TÉMOIN). **Il incombe à la partie qui convoque un témoin de s'assurer de sa disponibilité lors de l'audience.**

Habituellement en cours d'audience, l'avocat et son client communiquent en s'écrivant des notes. Comme cette façon de faire est impossible, l'avocat ou les clients pourront lever la main ou demander verbalement d'interrompre l'audience pour s'échanger des messages-textes sur leurs propres appareils ou se parler sur une autre ligne téléphonique. À cette occasion, l'avocat et la partie devront fermer le micro de la salle d'audience (premier bouton au bas à gauche). À noter que le système de messages-textes de la salle d'audience virtuelle fonctionne, mais que tous ont accès à ces échanges. Veuillez par ailleurs noter que le tribunal ne tiendra pas compte du contenu des échanges sur la messagerie de la visioconférence, et que ceux-ci ne seront pas conservés.

Une tenue de ville soignée est de mise; le port de la toge n'est pas obligatoire, mais souhaité lorsqu'il y a des témoins.

Pensez à avoir sous la main des objets utiles, par exemple, papier, crayon, verre d'eau.

3. Conditions techniques

Les personnes qui seront présentes dans la salle d'audience virtuelle doivent être dans une pièce suffisamment privée et insonorisée.

Tout appareil que vous utilisez pour communiquer en mode vidéo fonctionne: tablette avec caméra et audio, ordinateur avec caméra et audio ou téléphone cellulaire. Aucune application n'a à être téléchargée.

Un débit internet minimal de 10 Mbps (descendant et ascendant) est requis. Vous pouvez vérifier la vitesse de votre lien internet en cliquant sur l'adresse suivante : <https://www.speedtest.net/> (touche ctrl+clic).

Procédure à suivre pour vous joindre à l'audience

Assurez-vous que l'arrière-plan où vous vous trouvez est approprié et que le support de votre appareil est stable et diffuse une image de vous à la hauteur de vos yeux.

Environ dix (10) minutes avant l'heure convenue, **vous devez simplement cliquer sur le lien indiqué plus bas, et répondre aux questions qui apparaissent à l'écran.**

ATTENTION: Ne faites pas cette démarche immédiatement. Il y a peut-être un procès en cours dans cette salle virtuelle.

- 1) Tous les navigateurs (Google Chrome ou Firefox sur PC, Safari sur Mac) permettent l'accès à cette salle virtuelle, sauf Explorer.
- 2) Le lien est le suivant : <https://webrtc.scvc.gouv.qc.ca>
- 3) Cliquez sur « Rejoindre la réunion ».
- 4) L'identifiant de la réunion (première ligne) est le **86219026 ou 219026**, il n'y a pas de code d'authentification à insérer (deuxième ligne).
- 5) Encore une fois, cliquez sur « Rejoindre la réunion ».
- 6) Inscrivez votre nom et cliquez encore sur « Rejoindre la réunion ». Afin de faciliter le déroulement et l'identification des participants nous vous invitons à inscrire votre nom de la façon suivante :
Pour les avocats : Me Nom (position dans le litige)
Ex : Me Tremblay (demanderesse)
Pour les parties : Prénom, Nom (position dans le litige)
Ex : Antoine Tremblay (demandeur)
- 7) Votre appareil vous demandera si vous acceptez l'utilisation du micro et de la caméra. Répondez « Oui ».
- 8) Cliquez encore sur « Rejoindre la réunion ». Vous vous retrouverez en salle d'audience.
- 9) Si vous ne réussissez pas à vous brancher à la salle virtuelle, voici le numéro à composer et le numéro de conférence pour vous joindre par téléphone : No de tél. : (514) 335-1080 ou le (514) 938-6601 ou sans frais au 1-833-498-4746, suivi du **86219026#**.
- 10) Vous pouvez aussi joindre le greffier de la Cour **en salle 16.02** au numéro **514-393-2000 poste 57275** pour obtenir de l'aide afin de vous brancher à la salle virtuelle.

4. Procédure à suivre pour le test préalable

Pour éviter des surprises techniques et des délais, surtout si vous utilisez ce système pour la première fois, nous vous recommandons d'effectuer un test de connexion avec un technicien du Service audiovisuel et électronique du Ministère de la justice.

Vous pouvez faire ce test préalable **en tout temps avant l'audience (de 8h00 à 17h00, du lundi au vendredi)**.

Pour effectuer ce test, vous n'avez qu'à suivre les étapes dans l'encadré précédent, à l'exception qu'à l'étape 4, vous devez indiquer l'identifiant de réunion suivant: 335169 #.

Si vous ne pouvez rejoindre le technicien par le WebRTC, vous pouvez appeler au 514-335-1080 ou 418-478-3293 ou sans frais au 1-833-498-4746 et, ensuite, vous composez le 335169 #.

Élise Azoulay, adjointe

Pour : Honorable Marie-Anne Paquette, j.c.s.

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-and-

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**LIST OF EXHIBITS
APPLICATION FOR A CLAIMS PROCEDURE ORDER**

Exhibit P-1. Draft Claims Procedure Order with schedules

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No: 500-11-058602-208

DATE: August 28, 2020

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

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

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

Applicant

-and-

KPMG INC.

Monitor

CLAIMS PROCEDURE ORDER

HAVING READ the Applicant's Application for a Claims Procedure Order, the affidavit in support thereof (the "**Application**"), and the submissions of counsel for the Applicant and other parties.

THE COURT:

Service

1. **DECLARES** that the Applicant has given sufficient prior notice of the presentation of the Application to interested parties and that the time for service of the Application be and is hereby abridged.

Definitions

2. **DECLARES** that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:
 - 2.1 **"BIA"** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
 - 2.2 **"BMO"** means Bank of Montreal;
 - 2.3 **"Business Day"** means a day, other than a Saturday, a Sunday, or a holiday (as defined in article 82 of the *Code of Civil Procedure*, CQLR, c. C-25.01, as amended);
 - 2.4 **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - 2.5 **"CCAA Proceedings"** means the proceedings in respect of the Applicant before the Court commenced pursuant to the CCAA bearing file number 500-11-058602-208;
 - 2.6 **"Claim"** means any right of any Person against the Applicant in connection with any indebtedness or obligation of any kind of the Applicant, present, future, due or accruing due to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any executory or non-executory guarantee or surety and the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Determination Date or which would have been claims provable in bankruptcy had the Applicant become bankrupt on the Determination Date, and, without limitation, shall include any Equity Claim, any Claim against the Officers and Directors, any Pre-Filing Rent Claim, any Restructuring Claim and any Disclaimed Lease Claim. In no case, however, shall a Claim include an Excluded Claim;
 - 2.7 **"Claim against the Officers and Directors"** means a claim as defined in section 11.03(1) CCAA, as well as any claim by a Person against the officers and directors of the Applicant of any nature whatsoever, present, future, due or accruing due to such Person and any interest accrued thereon or cost payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or

unknown, and the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action, or cause, which indebtedness, liability or obligations are based in whole or in part on facts existing as at the Determination Date;

- 2.8 **"Claims Bar Date"** means for all Creditors (other than Landlords with a Restructuring Claim or a Disclaimed Lease Claim), October 5, 2020 at 5:00 p.m. (Montreal time). For Landlords with a Restructuring Claim or a Disclaimed Lease Claim, the Claims Bar Date shall be the later of (i) October 5, 2020 at 5:00 p.m. (Montreal time), and (ii) fifteen (15) days after: (a) the date of an agreement between the Applicant and the Landlord in respect of a Renegotiated Lease giving rise to the Restructuring Claim, or (b) the effective date of a notice of disclaimer from the Applicant giving rise to the Disclaimed Lease Claim;
- 2.9 **"Court"** means the Superior Court of Quebec;
- 2.10 **"Creditor"** means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not, however, include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;
- 2.11 **"Creditors' Instructions"** means the instructions for Creditors, including a Proof of Claim form and/or Landlord Proof of Claim form, a proxy, an Instruction Letter explaining how to complete same, and a copy of this Order;
- 2.12 **"Creditors' List"** means a list of all Known Creditors;
- 2.13 **"Creditors' Meeting"** means any meeting of the Applicant's Creditors to be convened, with leave of the Court, for the purposes of voting on the Plan, and any adjournment or suspension thereof;
- 2.14 **"Designated Newspapers"** means *La Presse* and *The Globe and Mail*;
- 2.15 **"Determination Date"** means July 31, 2020;
- 2.16 **"Disclaimed Landlord"** means the landlord under any Disclaimed Lease;
- 2.17 **"Disclaimed Lease"** means a Lease that was disclaimed or resiliated by the Applicant pursuant to section 32 CCAA;
- 2.18 **"Disclaimed Lease Claim"** means a Claim of a Disclaimed Landlord in relation to one or more Disclaimed Leases;
- 2.19 **"Equity Claim"** has the meaning ascribed thereto in the definition contained in the BIA and the CCAA;

- 2.20 **"Excluded Claim"** means:
- (i) any claim secured by the Administration Charge, the Directors' Charge, (as defined in the Initial Order) and any other claims secured by any other charges that may be ordered by the Court;
 - (ii) any claim of BMO against the Applicant;
 - (iii) any right of any Person against the Applicant in connection with any indebtedness or obligation of any kind which came into existence on or after the Determination Date (other than a Restructuring Claim or a Disclaimed Lease Claim) and any interest thereon, including any obligation of the Applicant toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Applicant after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and to the extent that such claims are not otherwise affected by the Plan; and
 - (iv) any claim by any Person who has renounced to its rights to file a claim;
- 2.21 **"Excluded Creditor"** means a Person having a claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such claim;
- 2.22 **"Initial Order"** means, collectively, the orders of this Court made on July 31, 2020 and August 10, 2020 under the CCAA;
- 2.23 **"Instruction Letter"** means the notice of this Order and instructions to Creditors in a document substantially in the form of **Schedule A** hereto;
- 2.24 **"Known Creditor"** means a Creditor whose Claim is included in the Applicant's books and records;
- 2.25 **"Landlord"** means a landlord of a Lease with the Applicant;
- 2.26 **"Landlord Proof of Claim"** means the form of proof of claim for Landlords referred to in section 7, in the form of **Schedule D** hereto;
- 2.27 **"Lease"** means any lease or other agreement for the occupancy by the Applicant of any real and immovable property and any amendments thereto and renewals thereof;
- 2.28 **"Monitor"** means KPMG Inc., acting in its capacity as monitor pursuant to the Initial Order;

- 2.29 "**Newspaper Notice**" means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with section 3, which shall set out the Claims Bar Date and the Creditors' Instructions, being substantially in the form of **Schedule B** hereto;
- 2.30 "**Notice of Exemption**" means a notice referenced in section 9 whereby a Landlord opts to have its Claim adjudicated by the Court, in the form of **Schedule E** hereto;
- 2.31 "**Notice of Revision or Disallowance**" means the notice referred to in paragraph 7.1, advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim and setting out the reasons for such revision or disallowance;
- 2.32 "**Order**" means this Claims Procedure Order;
- 2.33 "**Original Lease**" means a Lease in force between a Landlord and the Applicant as at the Determination Date;
- 2.34 "**Person**" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity;
- 2.35 "**Plan**" means a plan of compromise or arrangement filed or to be filed by the Applicant pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- 2.36 "**Pre-Filing Rent Claim**" means the Claim of a Landlord for unpaid rent due by the Applicant to the Landlord as at the Determination Date pursuant to a Lease.
- 2.37 "**Proof of Claim**" means the form of Proof of Claim for Creditors referred to in section 6 and for Landlords that have filed a Notice of Exemption, in the form of **Schedule C** hereto;
- 2.38 "**Proven Claim**" means the amount of any Claim of any Creditor as of the Determination Date, determined in accordance with the provisions of the CCAA and this Order, and proven by delivering a Proof of Claim to the Monitor;
- 2.39 "**Publication Date**" means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- 2.40 "**Renegotiated Lease**" means a new contractual arrangement agreed to by the Applicant and the Landlord in replacement of an unexpired Original Lease;

- 2.41 "**Restructuring Claim**" means any right of any Person against the Applicant, including without limitation a Restructuring Claim of a Landlord, in connection with any indebtedness or obligation of any kind owed to such Person arising out of the restructuring, disclaimer, repudiation, or termination of any contract, lease, employment agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who receives a notice of disclaimer, repudiation or termination from the Applicant; provided however, that a Restructuring Claim may not include an Excluded Claim;
- 2.42 "**Schedules**" means Schedules A to E of this Order, as well as French translations thereof available on the Monitor's website and, where applicable, also sent to Creditors in Quebec; and
- 2.43 "**Voting Claim**" of a Creditor means the Proven Claim of the Creditor unless the Proven Claim is not finally determined at the time of the Creditors' Meeting, in which case it means the Claim of the Creditor which is accepted for voting purposes in accordance with the provisions of this Order, the Plan and the CCAA.

Notification Procedure

3. **ORDERS** that the form of Newspaper Notice shall be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Order, but in any event no later than September 4, 2020.
4. **ORDERS** that the Monitor shall publish on its website a copy of the Creditors' List, the Creditors' Instructions and this Order within the delay set out in section 3.
5. **ORDERS** that the Monitor shall send, by regular mail, a copy of the Creditors' Instructions to each Known Creditor within the delay set out in section 3.

Creditors' Proof of Claim (Regular Form)

6. **ORDERS** that all Creditors (other than Landlords with a Restructuring Claim or a Disclaimed Lease Claim that do not file a Notice of Exemption), wishing to assert a Claim shall file a Proof of Claim with the Monitor by the Claims Bar Date. For greater certainty, a Landlord without a Restructuring Claim or a Disclaimed Lease Claim shall file a regular Proof of Claim to assert any Pre-Filing Rent Claim.

Restructuring Claims and Disclaimed Lease Claims of Landlords

7. **ORDERS** that Landlords wishing to assert a Restructuring Claim or a Disclaimed Lease Claim shall file a Landlord Proof of Claim by the Claims Bar Date, and such Claims shall be valued as follows:
 - 7.1 A Restructuring Claim in respect of a Lease shall be valued in an amount equal to the aggregate rent payable pursuant to the Original Lease, less the aggregate rent (or, where rent is to be calculated according to a percentage

of the Applicant's sales, a reasonable estimation of such rent) payable pursuant to the Renegotiated Lease, for a period corresponding to the remaining term of the Original Lease calculated as and from the effective date of the Renegotiated Lease, up to a maximum term of eighteen (18) months;

- 7.2 A Disclaimed Lease Claim shall be valued in an amount equal to the aggregate rent payable pursuant to the Disclaimed Lease on which the Disclaimed Lease Claim is based for a period corresponding to the remaining term of such Disclaimed Lease calculated as and from the effective date of the notice of disclaimer issued by the Applicant in respect thereof, up to a maximum term of eighteen (18) months;
- 7.3 The valuation formula set forth in paragraph 7.2 shall not apply where the premises in respect of the Disclaimed Lease have been re-let to another tenant for any period prior to the date of the filing of the Landlord Proof of Claim or Notice of Exemption, as the case may be, in which event the Claim shall be valued as the Monitor deems appropriate.
8. **ORDERS** that if a Landlord with a Restructuring Claim or a Disclaimed Lease Claim also wishes to assert a Pre-Filing Rent Claim, such Pre-Filing Rent Claim shall be asserted on the Landlord Proof of Claim. For greater certainty, a Landlord without a Restructuring Claim or a Disclaimed Lease Claim shall use the regular Proof of Claim form to file a Pre-Filing Rent Claim.
9. **ORDERS** that any Landlord with a Restructuring Claim or a Disclaimed Lease Claim may exempt itself from the application of section 7 and elect to have its Claim submitted for adjudication before the Court by serving and filing a Notice of Exemption together with a Proof of Claim by no later than October 5, 2020 at 5:00 p.m. (Montreal time).
10. **ORDERS** that in the event that a Notice of Exemption and Proof of Claim are filed in accordance with section 9, such Claim shall be adjudicated by the Court at a date and time to be determined by the Monitor in consultation with the Court.
11. **ORDERS** that a Landlord with a Restructuring Claim or a Disclaimed Lease Claim that does not file a Notice of Exemption as provided in section 9, shall be barred from appealing or otherwise challenging the applicability of the formulae described in paragraphs 7.1 and 7.2 to its Claim.

Claims Procedure

12. **ORDERS** that the following procedure shall apply where a Creditor files (i) a Proof of Claim or (ii) a Landlord Proof of Claim in accordance with sections 6 and 7, before the Claims Bar Date:
- 12.1 the Monitor, together with the Applicant, shall review the Proof of Claim or the Landlord Proof of Claim to value the amounts and terms set out therein for voting and distribution purposes. Where applicable, the Monitor shall

send the Creditor a Notice of Revision or Disallowance by mail, telecopier, courier or other means of electronic communication;

- 12.2 the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it, shall, within ten (10) days of receipt of the Notice of Revision or Disallowance, file an appeal motion with the Court and serve a copy of such appeal motion to the Applicant and the Monitor;
- 12.3 unless otherwise authorized by this Court, if the Creditor does not file an appeal motion within the delay provided for above, such Creditor shall be deemed to have accepted the value of its Claim as set out in the Notice of Revision or Disallowance;
- 12.4 where the Creditor appeals from the Notice of Revision or Disallowance, or its Claim has not been finally determined prior to the date of any Creditors' Meeting, the Monitor shall determine the amount of the Voting Claim; and
- 12.5 without limiting the binding effect of the 10-days period in which to appeal a Notice of Revision or Disallowance, if the Monitor and the Creditor reach an agreement as to the value of the revised or disallowed Claim (prior to the adjudication thereof by the Court), such agreed value shall be applicable for voting and distribution purposes.

Claims Bar Date

13. **ORDERS** that, unless otherwise authorized by this Court, a Creditor that does not file either a (i) Proof of Claim, (ii) Landlord Proof of Claim or a (iii) Notice of Exemption and Proof of Claim, as the case may be, in accordance with sections 6, 7, 8 and 9, by the Claims Bar Date:
 - i) shall not be entitled to any further notice;
 - ii) shall be forever barred from pursuing a Claim against the Applicant and/or a Claim against the Officers and Directors;
 - iii) shall not be entitled to participate as a Creditor in these proceedings;
 - iv) shall not be entitled to vote on any matter in these Proceedings, including the Plan;
 - v) shall not be entitled to file a Claim against the Applicant and/or a Claim against the Officers and Directors; and
 - vi) shall not be entitled to receive a distribution under the Plan.

Evidence that Claim was Paid

14. **ORDERS** that, should the Monitor receive evidence satisfactory to it that the Claim of a Creditor was paid in part or in full by a party other than the Applicant prior to the Determination Date, or by the Applicant after the Determination Date as

authorized in the Initial Order, such Claim shall be reduced or rejected, for the purposes of voting and distributions under the Plan.

Transfer of Claim

15. **ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicant shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with evidence satisfactory to the Monitor, in its sole discretion, of such transfer or assignment, has been received by the Monitor and the Monitor has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receiving written confirmation by the Monitor acknowledging such assignment or transfer. After the Monitor has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Applicant and the Monitor shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which the Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Applicant. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.
16. **ORDERS** that if a Creditor or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Applicant and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Creditor may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor or in accordance with the provisions of this Order.

Notices and Communications

17. **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Applicant shall be in writing in substantially the form

provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier or other means of electronic communication addressed to:

Monitor :

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

Attorneys for the Applicant:

Me Mark Meland
Me Tina Silverstein
FISHMAN FLANZ MELAND PAQUIN, LLP
1250 René-Lévesque Blvd.
Suite 4100
Montreal, Quebec
H3B 4W8
Fax: 514-932-4170
E-mail: mmeland@ffmp.ca
tsilverstein@ffmp.ca

Attorneys for the Monitor:

Me Guy Martel
Me Danny Duy Vu
STIKEMAN ELLIOTT LLP
1155 René-Lévesque Blvd.
41st Floor
Montreal, Quebec
H3B 3V2
Fax: 514-392-3222
E-mail: gmartel@stikeman.com
ddvu@stikeman.com

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

Aid and Assistance of Other Courts

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

General Provisions

20. **ORDERS** that for the purposes of this Order, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date.
21. **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents.
22. **DECLARES** that the Monitor may apply to this Court for advice and directions in connection with the discharge or variation of its powers and duties under this Order.
23. **ORDERS** the provisional execution of this Order notwithstanding appeal.
24. **THE WHOLE** without costs.

MARIE-ANNE PAQUETTE, J.S.C.

SCHEDULE A TO CLAIMS PROCEDURE ORDER

Letterhead of KPMG Inc.

CANADA**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL****N°: 500-11-058602-208****SUPERIOR COURT**(Commercial Division)
(Sitting as a court designated pursuant to
the Companies' Creditors Arrangement
Act, R.S.C. 1995, c. 36, as amended)

**IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED:****MAGASIN LAURA (P.V.) INC. /
LAURA'S SHOPPE (P.V.) INC.**

Applicant

-and-

KPMG INC.

Monitor

INSTRUCTIONS TO CREDITORS

The undersigned, KPMG Inc. (the "**Monitor**"), is the Court-appointed Monitor of Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc. ("**Laura**") pursuant to a First-Day Initial Order rendered on July 31, 2020 and an Amended and Restated Initial Order rendered on August 10, 2020 by the Superior Court of Quebec (Commercial Division) (the "**Court**") in the above-captioned proceedings (the "**CCAA Proceedings**").

The present documentation is delivered to you pursuant to an order of the Court dated August 28, 2020 (the "**Claims Procedure Order**") to assist you in filing a Proof of Claim or a Landlord Proof of Claim, as the case may be, to permit the Monitor and Laura to identify and quantify any and all Claims (as defined in the Claims Procedure Order) against Laura, its directors and/or officers.

We enclose herewith (as applicable):

- a form entitled "Proof of Claim against Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc. as at July 31, 2020" (the "**Proof of Claim**");

- a form entitled "Proof of Claim of a Landlord with a Restructuring Claim or a Disclaimed Lease Claim against Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc. as at July 31, 2020" (the "**Landlord Proof of Claim**"); and
- a form entitled "Notice of Exemption" for a Landlord with a Restructuring Claim or a Disclaimed Lease Claim that wishes to have its Claim adjudicated by the Court outside of the applicable formula of section 7 of the Claims Procedure Order.

FILING A PROOF OF CLAIM

Please note that the deadline for filing a Proof of Claim with the Monitor (the "Claims Bar Date") is:

- **October 5, 2020 at 5:00 p.m. (Montreal time);** or
- in the case of a Landlord with a Restructuring Claim or a Disclaimed Lease Claim, the later of (i) October 5, 2020 at 5:00 p.m. (Montreal time), and (ii) fifteen (15) days after: (a) the date of an agreement between the Applicant and the Landlord in respect of a Renegotiated Lease giving rise to the Restructuring Claim, or (b) the effective date of a notice of disclaimer from the Applicant giving rise to the Disclaimed Lease Claim.

(the "**Claims Bar Date**")

Pursuant to the Claims Procedure Order:

- Any Creditor with a Claim against Laura, its directors or officers, other than a Landlord with a Restructuring Claim or a Disclaimed Lease Claim, must file a Proof of Claim, together with supporting documentation, with the Monitor by no later than the Claims Bar Date;
- Any Landlord with a Restructuring Claim or a Disclaimed Lease Claim must file a Landlord Proof of Claim, and establish its Claim in accordance with the formula provided for in section 7 of the Claims Procedure Order, by no later than the Claims Bar Date; and
- Any Landlord with a Restructuring Claim or a Disclaimed Lease Claim wishing to exempt itself from the application of section 7 of the Claims Procedure Order may submit its Claim for adjudication by the Court by filing a Notice of Exemption, together with a Proof of Claim, by no later than the Claims Bar Date.

Pursuant to the Claims Procedure Order, you are required to complete and return to the Monitor (i) the Proof of Claim form (ii) the Landlord Proof of Claim form, or

(iii) the Notice of Exemption form and Proof of Claim form, as applicable, on or before the Claims Bar Date. Otherwise such Claim(s) against Laura, its directors and/or officers will be forever barred and extinguished.

Please review all the enclosed documents carefully.

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

A completed and signed Proof of Claim or Landlord Proof of Claim must be delivered to the Monitor by e-mail at laura@kpmg.ca, facsimile at (514) 840-2121, or by mail, courier or registered mail to the address set out below.

FURTHER INFORMATION

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

KPMG INC.

Court-appointed Monitor of Magasin Laura (P.V.) inc. / Laura's Shoppe (P.V.) inc..

Attention: Mr. Dev A. Coossa or Mr. Maxime Codère

Telephone: 514-840-2555 or 514-940-7528

Fax: 514-840-2121

E-mail: laura@kpmg.ca

Additional Proof of Claim, Landlord Proof of Claim and Notice of Exemption forms can be found on the Monitor's website at home.kpmg.ca/laura or obtained by contacting the Monitor at the coordinates indicated above and providing particulars as to your name, address, fax number and e-mail address.

KPMG INC., in its capacity as
Court-appointed Monitor of
Magasin Laura (P.V.) Inc. /
Laura's Shoppe (P.V.) Inc.

SCHEDULE B TO CLAIMS PROCEDURE ORDER

Newspaper Notice

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED, OF MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE (P.V.) INC. (hereinafter the "Applicant")

NOTICE OF DEADLINE FOR THE FILING OF CLAIMS

PLEASE TAKE NOTICE that this Newspaper Notice is being published pursuant to an Order of the Quebec Superior Court, Commercial Division, dated August 28, 2020 (the "**Claims Procedure Order**") in respect of the Applicant. All capitalized terms not otherwise defined in this Newspaper Notice to Creditors shall bear the meaning given to them in the Claims Procedure Order, which is posted on KPMG Inc. (the "**Monitor**")'s website (the "**Monitor's Website**"), at the following address: home.kpmg/ca/laura and home.kpmg/ca/laura-fr.

Any Person with a Claim against the Debtor, its Directors and/or its Officers shall submit a Proof of Claim, Landlords Proof of Claim, and/or Notice of Exemption, as applicable, (which can be found on the Monitor's Website), except in the case of an Excluded Claim (as defined in the Claims Procedure Order).

Pursuant to the Claims Procedure Order, the Claims Bar Date has been established as follows:

- **October 5, 2020 at 5:00 p.m. (Montreal time);** or
- **in the case of a Landlord with a Restructuring Claim or a Disclaimed Lease Claim**, the later of (i) October 5, 2020 at 5:00 p.m. (Montreal time), and (ii) fifteen (15) days after: (a) the date of an agreement between the Applicant and the Landlord in respect of a Renegotiated Lease giving rise to the Restructuring Claim, or (b) the effective date of a notice of disclaimer from the Applicant giving rise to the Disclaimed Lease Claim.

(the "**Claims Bar Date**")

Pursuant to the Claims Procedure Order:

- Any Creditor with a Claim, other than a Landlord with a Restructuring Claim or a Disclaimed Lease Claim, must file a Proof of Claim, together with supporting documentation, with the Monitor by no later than the Claims Bar Date, failing which such Claim, whether against the Applicant or its directors or officers, will be extinguished and forever barred. For greater certainty, the Claims Bar Date for Claims of all vendors and suppliers of goods or services to the Applicant is October 5, 2020 at 5:00 p.m. (Montreal time).
- Any Landlord with a Restructuring Claim or a Disclaimed Lease Claim must file a Landlord Proof of Claim (which shall also include any Pre-Filing Rent Claim due to that Landlord), and establish its Claim in accordance with the applicable formula provided for in section 7 of the Claims Procedure Order, by no later than the Claims Bar Date, failing which such Claim, whether against the Applicant or its directors or officers, will be extinguished and forever barred.
- Any Landlord with a Restructuring Claim or a Disclaimed Lease Claim wishing to exempt itself from the application of section 7 of the Claims Procedure Order may submit its Claim for adjudication by

the Court by filing a Notice of Exemption, together with a Proof of Claim, by no later than the Claims Bar Date, failing which such Claim, whether against the Applicant or its directors or officers, will be extinguished and forever barred.

All creditors of the Debtor must submit their Proof of Claim, Landlord Proof of Claim and/or Notice of Exemption to the Monitor by email, facsimile transmission, mail, registered mail or courier to the coordinates set out below, so that the Monitor actually receive such Proof of Claim by the Claims Bar Date:

KPMG Inc.

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

600 de Maisonneuve Blvd. West

Suite 1500

Montreal, QC H3A 0A3

Attention: Mr. Dev A. Coossa or Mr. Maxime Codère

Fax: 514-840-2121

E-mail: laura@kpmg.ca

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

Dated at Montreal, this 1st day of September, 2020

SCHEDULE C TO CLAIMS PROCEDURE ORDER

Proof of Claim Form (regular)

**Proof of Claim against
Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc.
as at July 31, 2020**

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

MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE (P.V.) INC. (referred to in this form as the "Debtor")

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

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

_____ (name of creditor)

_____ (number and street)

_____ (city, province, country, postal code)

Phone _____ Fax _____ E-mail address _____

I, _____ residing in the City of _____

in the Province of _____ do hereby certify that:

If you are an officer of the company, state position or title	1.	<input type="checkbox"/> I am a creditor or <input type="checkbox"/> I am _____ of the creditor
	2.	<input type="checkbox"/> I have knowledge of all the circumstances connected with the claim referred to below.
The attached statement of account or affidavit (or solemn declaration) must specify the vouchers or other evidence in support of the claim	3.	The Debtor was, as at the Determination Date, namely July 31, 2020 and still is, indebted towards the creditor in the amount of \$ _____, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A" hereto, after deducting any counterclaims to which the Debtor is entitled.

Write down the amount of the unsecured Claim against the Debtor	4.	Unsecured Claim in the amount of \$_____ for which I do not hold any assets of the Debtor as security.
Write down the amount of the secured Claim against the Debtor	5.	Secured Claim in the amount of \$_____ for which I hold a security on the assets of the Debtor. (Details annexed as Schedule B)
Write down the amount of the Restructuring Claim	6.	Restructuring Claim in the amount of \$_____ for which I do not hold any assets of the Debtor as security.
Write down the Claim against the Officers and Directors of the Debtors	7.	Claim against the Officers and Directors of the Debtor in the amount of \$_____.
Dated at _____, this _____ day of _____ 2015		
_____		_____
Witness		Signature of individual completing this form

Instructions for completing Proof of Claim forms:

- This Proof of Claim form should be used by all Creditors of the Applicant, other than a Landlord with a Restructuring Claim or a Disclaimed Lease Claim. For greater certainty, a Landlord that does not have a Restructuring Claim or a Disclaimed Lease Claim should use this Proof of Claim Form.
- A Landlord with a Restructuring Claim or a Disclaimed Lease Claim must file a Landlord Proof of Claim, a copy of the which can be obtained on the Monitor's website: home.kpmg/ca/laura.
- However, notwithstanding the foregoing, a Landlord with a Restructuring Claim or a Disclaimed Lease Claim that has filed a Notice of Exemption in order to exempt itself from the application of the applicable formula established for calculating Restructuring Claims and Disclaimed Lease Claims in section 7 of the Claims Procedure Order must complete and file the regular Proof of Claim form, and file same together with the Notice of Exemption by the Claims Bar Date, in order to have its Claim adjudicated by the Court.
- All capitalized terms in the Proof of Claim form have the same meanings ascribed to them in the Claims Procedure Order.

The duly completed Proof of Claim together with supporting documentation must be returned and received by the Monitor, by e-mail, facsimile, mail, courier or registered mail

to the address set out below, no later than 5:00 p.m. on October 5, 2020 (the "**Claims Bar Date**").

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

In completing the attached form, your attention is directed to the following requirements:

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

KPMG Inc.

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

Dev A. Coossa or Maxime Codère

600 de Maisonneuve Boulevard West, Suite 1500

Montreal, Quebec H3A 0A3

Fax: 514-840-2121

E-mail: laura@kpmg.ca

SCHEDULE D TO CLAIMS PROCEDURE ORDER

Landlord Proof of Claim Form

**Proof of Claim of a Landlord with a Restructuring Claim
or a Disclaimed Lease Claim against
Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc.
as at July 31, 2020**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED, AND THE PROCEEDINGS OF MAGASIN LAURA (P.V.) INC. / LAURA'S SHOPPE (P.V.) INC. (hereinafter the "Applicant")

1. Information concerning the Landlord

Name of Landlord:	_____
Contact Person	_____
Full Mailing Address:	_____

Telephone Number:	_____
Facsimile Number:	_____
Email Address:	_____

2. Information concerning the Original Lease or Disclaimed Lease

Date of the Lease:	_____
Term of the Lease:	_____
Address of Leased Premises:	_____

Date of Notice of Disclaimer or Renegotiated Lease:	_____

You must attach a copy of the Original Lease or Disclaimed Lease to the Landlord Proof of Claim as "Annex A".

3. Type of Claim

<input type="checkbox"/> Restructuring Claim <input type="checkbox"/> Disclaimed Lease Claim

4. If the Landlord has a Restructuring Claim:

A. Are there less than 18 months remaining on the term of the Original Lease: _____
 (yes or no)

If yes, complete the following table:

a. Aggregate rent payable pursuant to the Original Lease:	
b. Aggregate rent payable pursuant to the Renegotiated Lease:	
c. Difference between a and b	

The total amount of your Restructuring Claim is the number listed in c.

If no, complete the following table:

a. Monthly rent payable pursuant to the Original Lease:	
b. Monthly rent payable pursuant to the Renegotiated Lease:	
c. Difference between a and b	
d. $c \times 18$	

The total amount of your Restructuring Claim is the number listed in d.

In order for the Monitor to verify your Claim, you must attach to the Landlord Proof of Claim:

- A detailed calculation of the rent determined by the Landlord to be payable pursuant to the Original Lease
- A detailed calculation of the rent determined by the Landlord to be payable pursuant to the Renegotiated Lease

together with any supporting documentation that justifies the aforementioned calculations to the Landlord Proof of Claim as “Annex B”.

5. If the Landlord has a Disclaimed Lease Claim:

- A. Has any portion of the premises in respect of the Disclaimed Lease been re-let to another tenant prior to the date of this Landlord Proof of Claim? _____ (yes or no)

If yes, your Claim will be evaluated and determined by the Monitor. You must nevertheless still complete the following questions, and attach the required supporting documents, in order for your Claim to be considered

- B. Were there less than 18 months remaining on the term of the Disclaimed Lease as at the effective date of the notice of disclaimer? _____ (yes or no)
- a. If yes, what is the aggregate rent payable for the remaining term of the Disclaimed Lease? _____

The total amount of your Disclaimed Lease Claim is the number listed in a.

- b. If no, what would the aggregate monthly rent have been for the remaining term of the Disclaimed Lease? _____
- i. What is the amount listed in b x 18? _____

The total amount of your Disclaimed Lease Claim is the number listed in b (i).

In order for the Monitor to verify your Claim, you must attach to the Landlord Proof of Claim a detailed calculation of the rent determined by the Landlord to be payable pursuant to the Disclaimed Lease, together with any supporting documentation that justifies the aforementioned calculations, to the Landlord Proof of Claim as “Annex B”

6. If the Landlord has a Pre-Filing Rent Claim:

<p>A. What was the total amount of rent due to the Landlord as at July 31, 2020 in respect of the Lease? _____</p> <p>B. Is the Applicant entitled to any deductions for counterclaims in respect of the amount listed in A? If yes, please specify: _____ _____ _____</p> <p>C. What is the difference between the amounts listed in A and B? _____</p> <p><u>The total amount of your Pre-Filing Rent Claim is the amount listed in C.</u></p>

The amount due as a Pre-Filing Rent Claim, after deducting any counterclaims to which the Applicant is entitled, must be outlined in a statement of account (or affidavit or solemn declaration), and attached to the Landlord Proof of Claim as Schedule "C"

Note that the attached statement of account, affidavit or solemn declaration must specify the vouchers or other evidence in support of the Pre-Filing Rent Claim and that if an affidavit or solemn declaration is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

Dated in the city of _____ this _____ day of _____, 2020

(Signature of Witness)

(Signature of Creditor, or Creditor's Representative)

(Please Print Name)

(Please Print Name)

INSTRUCTIONS FOR COMPLETING THE LANDLORD PROOF OF CLAIM

General Instructions

- This Landlord Proof of Claim form should be used by all Landlords with a Restructuring Claim or a Disclaimed Lease Claim. For greater certainty, a Landlord that does not have a Restructuring Claim or a Disclaimed Lease Claim should use the regular Proof of Claim Form for a Pre-Filing Rent Claim. If the Landlord is filing a Landlord Proof of Claim in respect of multiple Leases, an annex should be submitted detailing the calculations for each Lease.
- If a Landlord with a Restructuring Claim or a Disclaimed Lease Claim wishes to exempt itself from the application of the applicable formula established for calculating Restructuring Claims and Disclaimed Lease Claims in section 7 of the Claims Procedure Order, such Landlord must file both a Notice of Exemption and regular Proof of Claim form, copies of which can be obtained on the Monitor's website (home.kpmg/ca/laura) in order to have its Claim adjudicated by the Court.
- All capitalized terms in the Landlord Proof of Claim form have the same meanings ascribed to them in the Claims Procedure Order.

1. Information Concerning the Creditor

- If the Landlord is a corporation, the full and complete legal name of the corporation must be stated.
- Provide the complete mailing address for the Landlord, including postal code, where all notices or correspondence in respect of the Claim are to be sent

2. Information concerning the Original Lease or Disclaimed Lease

- Please provide the details requested in respect of the Original Lease or Disclaimed Lease and attach a copy of same as "Annex A".

3. Type of Claim

- Check the applicable box for either a Restructuring Claim or a Disclaimed Lease Claim.

4. Restructuring Claim

- As provided for in paragraph 7.1 of the Claims Procedure Order, a Restructuring Claim is calculated by determining the difference between the aggregate rent payable under the Original Lease and the aggregate rent payable under the Renegotiated Lease, up to a maximum of 18 months.
- Fill in the table to calculate the amount of the Claim.
- You must attach to your Landlord Proof of Claim a calculation of the rent claimed in each instance where an amount is provided, and supporting documentation in respect of the calculation as “Annex B”.

5. Disclaimed Lease Claim

- As provided for in paragraph 7.2 of the Claims Procedure Order, a Disclaimed Lease Claim is calculated by determining the monthly rent payable on the Disclaimed Lease, up to a maximum of 18 months.
- You must attach to your Landlord Proof of Claim a detailed calculation of the rent claimed, and supporting documentation in respect of the calculation as “Annex B”.

6. Pre-Filing Rent Claim

- Use this section to assert any Pre-Filing Rent Claim.
- Include the details of any deductions or counterclaims that the Applicant may be entitled to claim in respect of the unpaid rent as at July 31, 2020.
- Attach a detailed statement of account, affidavit or solemn declaration outlining the Pre-Filing Rent Claim being asserted.

FILING THE LANDLORD PROOF OF CLAIM

- If you believe you have a Restructuring Claim or a Disclaimed Lease Claim against the Applicant, you must file with the Monitor a duly completed Landlord Proof of Claim, by the later of (i) October 5, 2020 at 5:00 p.m. (Montreal time), and (ii) fifteen (15) days after: (a) the date of an agreement between the Applicant and the Landlord in respect of a Renegotiated Lease giving rise to the Restructuring Claim, or (b) the effective date of a notice of disclaimer from the Applicant giving rise to the Disclaimed Lease Claim (the “**Claims Bar Date**”), unless the Court orders that the Landlord Proof of Claim can be accepted after that date, failing which you will

be forever barred from advancing a claim against the Applicant and from receiving a distribution under the eventual proposed plan or compromise and arrangement on account of such Claim.

- The Landlord Proof of Claim form must be sent to the Monitor by mail, messenger, facsimile or email so that they are received by the Monitor prior to the Claims Bar Date. No acknowledgement of receipt will be issued; the claimant remains responsible to ensure and must be able to demonstrate that the Landlord Proof of Claim has been duly transmitted.
- The Landlord Proof of Claim, and supporting documents, must be addressed to the Monitor as follows:

KPMG Inc.

Monitor of Magasin Laura (P.V.) Inc. / Laura's Shoppe (P.V.) Inc.
Attention: Mr. Dev A. Coossa or Mr. Maxime Codere
600 de Maisonneuve Boulevard West, Suite 1500
Montreal, Quebec H3A 0A3

Fax: 514-840-2121

E-mail: laura@kpmg.ca

- A copy of the Claims Procedure Order issued by the Court is available of the Monitor's website at: home.kpmg/ca/laura.

SCHEDULE E TO CLAIMS PROCEDURE ORDER

Notice of Exemption

CANADA

**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL**

N°: 500-11-058602-208

SUPERIOR COURT

(Commercial Division)

(Sitting as a court designated pursuant to
the Companies' Creditors Arrangement
Act, R.S.C. 1995, c. 36, as amended)

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

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

Applicant Company

-and-

KPMG INC.

Monitor

NOTICE OF EXEMPTION

TO: KPMG INC.

c/o Dev A. Coossa and
Maxime Codère
600 de Maisonneuve Boulevard
West, Suite 1500
Montreal, Quebec, H3A 0A3

Fax: 514-840-2121
E-mail: laura@kpmg.ca

Monitor

**FISHMAN FLANZ MELAND PAQUIN
LLP**

c/o Me Mark E. Meland and
Me Tina Silverstein
1250 René Lévesque Boulevard West,
Suite 4100
Montreal, Quebec, H3B 4W8

Fax: 514-932-4170
Email: mmeland@ffmp.ca and
tsilverstein@ffmp.ca

Counsel to the Applicant

The Landlord identified below hereby elects to exempt its:

- Restructuring Claim
- Disclaimed Lease Claim

from the application of the applicable formula set forth in section 7 of the Claims Procedure Order, and gives notice that it elects to have its Landlord Proof of Claim adjudicated by the Court.

A. Particulars of the Creditor

- 1. Full Legal Name: _____
- 2. Full Mailing Address: _____

- 3. Telephone Number: _____
- 4. Facsimile Number: _____
- 5. Email Address: _____

B. Claim amount determined using the applicable formula established in section 7 of the Claims Procedure Order (the "Formula")

C. Landlord's Proposed Claim Amount

A completed Proof of Claim form is attached as Annex 1 to the present Notice of Exemption.

D. Justification for the Landlord's election to exempt the quantification of the Claim from the Formula

Dated at _____ this _____ day of _____, 2020

(Signature of Witness)

(Signature of Creditor, or Creditor's Representative)

(Please Print Name)

(Please Print Name)

This Notice of Exemption must be returned and received by the Applicant, to the attention of its counsel, and by the Monitor by email, facsimile or courier service, to the above-referenced addresses, by no later than October 5, 2020 at 5:00 p.m. (Montreal time).

NO: 500-11-058602-208

**SUPERIOR COURT
(Commercial Division)
District of Montreal**

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

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

Applicant

-and-

KPMG INC.

Monitor

**APPLICATION FOR A
CLAIMS PROCEDURE ORDER**
(Sections 9, 10, 11 of the *Companies' Creditors
Arrangement Act*, R.S.C. 1985, c. C-36)
And Exhibit P-1

ORIGINAL

File: LAURAS-4
Nature:

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

CODE: BM-0309