

SCHEDULE “B”

Court File No. CV-15-10980-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**THE HONOURABLE MR.
JUSTICE NEWBOULD**

**MONDAY, THE 28TH DAY
OF SEPTEMBER, 2015**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
TRAVELBRANDS INC.**

CLAIMS PROCEDURE ORDER

THIS MOTION made by TravelBrands Inc. (the "**Applicant**"), for an order establishing a claims procedure for the identification and quantification of certain claims against the Applicant and its directors and officers was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Francesco DeMarinis sworn September 21, 2015 (the "**DeMarinis Affidavit**") and the Third Report of KPMG Inc. in its capacity as Court-appointed monitor of the Applicant (the "**Monitor**"), and on hearing from counsel for the Applicant and the Monitor and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and is hereby abridged and that the motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that, for the purposes of this Order (the “**Claims Procedure Order**”), in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
 - (a) “**Affected Claim**” means any Claim that is not an Unaffected Claim;
 - (b) “**Affected Creditor**” means any Creditor with an Affected Claim, but only with respect to and to the extent of such Affected Claim, whether a Known Creditor or an Unknown Creditor;
 - (c) “**Assessments**” means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
 - (d) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

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- (e) “**Calendar Day**” means a day, including Saturday, Sunday and any statutory holidays in the Province of Ontario, Canada;
- (f) “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (g) “**CCAA Proceeding**” means the proceeding commenced by the Applicant pursuant to the CCAA;
- (h) “**Claim**” means:
 - (i) any right or claim of any Person against the Applicant, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Applicant in existence on the Filing Date, and costs payable in respect thereof to and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had the Applicant become

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bankrupt on the Filing Date, including for greater certainty any Equity Claim and any claim against the Applicant for indemnification by any Director or Officer in respect of a Director/Officer Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)) (each, a "**Prefiling Claim**", and collectively, the "**Prefiling Claims**");

- (ii) any right or claim of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Applicant to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by the Applicant on or after the Filing Date of any contract, lease or other agreement whether written or oral and includes any other right or claim that is to be treated as a Restructuring Period Claim under the Plan (each, a "**Restructuring Period Claim**", and collectively, the "**Restructuring Period Claims**"); and
- (iii) any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether

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existing at present or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a “**Director/Officer Claim**”, and collectively, the “**Director/Officer Claims**”),

in each case other than any Unaffected Claim;

- (i) “**Claims Bar Date**” means 5:00 p.m. on October 28, 2015;
- (j) “**Claims Package**” means the materials to be provided to Persons who may have a Claim in accordance with this Claims Procedure Order, which materials shall include:
 - (i) in the case of a Known Creditor, a Notice of Claim, a Notice of Dispute of Claim, an Instruction Letter, and such other materials as the Applicant, with the consent of the Monitor, may consider appropriate or desirable; or
 - (ii) in the case of an Unknown Creditor, a blank Proof of Claim and Proof of Claim Instruction Letter, and such other materials as the Applicant, with the consent of the Monitor, may consider appropriate or desirable.
- (k) “**Claims Schedule**” means a list of all known Creditors with Claims against the Applicant prepared and updated from time to time by the Applicant, with the assistance of the Monitor, showing the name, last known address, last known facsimile number, and last known email address of each such Creditor (except that where such Creditor is represented by counsel known by the Applicant, the

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address, facsimile number, and email address of such counsel may be substituted) and the amount of each such Creditor's Claim against the Applicant as valued by the Applicant;

- (l) **"Court"** means the Superior Court of Justice (Commercial List) in the City of Toronto in the Province of Ontario;
- (m) **"Creditor"** means any Person having a Claim and includes, without limitation, the transferee or assignee of a Claim transferred and recognized as a Creditor in accordance with paragraph 45 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
- (n) **"Deemed Proven Claims"** means the Landlord's Affected Claim and Sears' Affected Claim;
- (o) **"Directors"** means all current and former directors (or their estates) of the Applicant, in such capacity, and **"Director"** means any one of them;
- (p) **"Disputed Claim"** means a Disputed Voting Claim or a Disputed Distribution Claim;
- (q) **"Disputed Director/Officer Claim"** means a Director/Officer Claim that is validly disputed in accordance with the Claims Procedure Order and that remains subject to adjudication in accordance with this Claims Procedure Order;
- (r) **"Disputed Distribution Claim"** means an Affected Claim (including a contingent Affected Claim that may crystallize upon the occurrence of an event or events occurring after the date of the Initial Order) or such portion thereof which

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is not barred by any provision of this Order, which has not been allowed as a Distribution Claim, which is validly disputed for distribution purposes in accordance with this Claims Procedure Order and which remains subject to adjudication for distribution purposes in accordance with this Claims Procedure Order;

- (s) **“Disputed Voting Claim”** means an Affected Claim (including a contingent Affected Claim that may crystallize upon the occurrence of an event or events occurring after the date of the Initial Order) or such portion thereof which is not barred by any provision of this Order, which has not been allowed as a Voting Claim, which is validly disputed for voting purposes in accordance with this Claims Procedure Order and which remains subject to adjudication for voting purposes in accordance with this Claims Procedure Order;
- (t) **“Distribution Claim”** means the Deemed Proven Claims and any Claim against the Applicant, or such portion thereof, that is not barred by any provision of this Order and which has been finally accepted and determined for distribution purposes in accordance with this Claims Procedure Order and the CCAA;
- (u) **“Equity Claim”** has the meaning set forth in Section 2(1) of the CCAA;
- (v) **“Filing Date”** means May 27, 2015;
- (w) **“Governmental Entity”** means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have

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jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

- (x) **“Initial Order”** means the Initial Order under the CCAA dated May 27, 2015, as amended, restated or varied from time to time;
- (y) **“Instruction Letter”** means the instruction letter to Known Creditors, substantially in the form attached as Schedule “B” hereto, regarding the Notice of Claim, completion of a Notice of Dispute of Claim by a Known Creditor and the claims procedure described herein;
- (z) **“Known Creditor”** means an Affected Creditor whose Claim against the Applicant is known to the Applicant as of the date of this Claims Procedure Order and whose Affected Claim is included in the Claims Schedule;
- (aa) **“Landlord”** means 75 Eglinton Avenue East Limited Partnership;
- (bb) **“Landlord’s Affected Claim”** means the Landlord’s Claim in the amount of \$15,000,000 arising from the Applicant’s disclaimer of the Lease dated March 28, 2008 between the Landlord and the Applicant, the First Lease Amending Agreement dated April 23, 2009 between the Landlord and the Applicant, and all other agreements and instruments between the Applicant and the Landlord arising out of or relating to the premises leased by the Applicant at 75 Eglinton Avenue, Toronto, Ontario, which shall constitute an Allowed Affected Claim;

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- (cc) **“Meeting”**, means a meeting of Affected Creditors to be held on the Meeting Date called for the purpose of considering and voting on the Plan pursuant to the CCAA, and includes any adjournment, postponement or other rescheduling of such meeting in accordance with the Meeting Order;
- (dd) **“Meeting Order”** means the Order under the CCAA that, among other things, sets the date for the Meeting, as same may be amended, restated or varied from time to time;
- (ee) **“Notice of Claim”** means the notice referred to in paragraph 19 hereof, substantially in the form attached hereto as Schedule “C”, advising each Known Creditor of its Claim against the Applicant as determined by the Applicant based on the books and records of the Applicant;
- (ff) **“Notice of Dispute of Claim”** means the notice referred to in paragraph 21 hereof, substantially in the form attached as Schedule “D” hereto, which must be delivered to the Monitor, or in the case of a Represented Travel Trade Creditor, to the Monitor and the Travel Trade Creditor Representative, by any Known Creditor wishing to dispute a Notice of Claim, with reasons for its dispute;
- (gg) **“Notice of Dispute of Revision or Disallowance”** means the notice referred to in paragraph 30 or 38 hereof, as applicable, substantially in the form attached as Schedule “F” hereto, which must be delivered to the Monitor by any Unknown Creditor or a Person asserting a Director/Officer Claim wishing to dispute a Notice of Revision or Disallowance, with reasons for its dispute;

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- (hh) **“Notice of Revision or Disallowance”** means the notice referred to in paragraph 29 or paragraph 37 hereof, as applicable, substantially in the form of Schedule “E” advising an Unknown Creditor or a Person asserting a Director/Officer Claim that the Applicant, with the consent of the Monitor, has revised or rejected all or part of such Unknown Creditor’s Claim set out in its Proof of Claim;
- (ii) **“Notice to Creditors”** means the notice for publication by the Monitor as described in paragraph 14 hereof, substantially in the form attached hereto as Schedule “A”;
- (jj) **“Officers”** means all current and former officers (or their estates) of the Applicant, in such capacity, and **“Officer”** means any one of them;
- (kk) **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, Governmental Entity or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (ll) **“Plan”** means the plan of compromise or arrangement to be filed by the Applicant pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (mm) **“Plan Implementation Date”** means the Business Day on which the Plan becomes effective, which shall be the Business Day on which, pursuant to the Plan, the Applicant or its counsel delivers written notice to the Monitor (or its

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counsel) that the conditions set out in the Plan have been satisfied or waived in accordance with the terms of the Plan;

- (nn) “**Prefiling Claim**” has the meaning ascribed to that term in paragraph 2(h)(i) of this Claims Procedure Order;
- (oo) “**Proof of Claim**” means the Proof of Claim referred to in paragraph 26 hereof to be filed by Unknown Creditors, substantially in the form attached hereto as Schedule “H”;
- (pp) “**Proof of Claim Instruction Letter**” means the instruction letter to Unknown Creditors, substantially in the form attached as Schedule “G” hereto, regarding the completion of a Proof of Claim by an Unknown Creditor;
- (qq) “**Representative Instruction Letter**” means the instruction letter to Travel Trade Creditor Representatives referred to in paragraph 16 hereof, substantially in the form attached as Schedule “I” hereto, regarding the distribution of Claims Packages to Represented Travel Trade Creditors and the Travel Trade Creditors Representatives’ duties under this Claims Procedure Order;
- (rr) “**Represented Travel Trade Creditor**” means any seller or supplier of travel products or travel services to TravelBrands that is a Known Creditor whose Claim exists pursuant to a contract or contracts that have been negotiated, in whole or in part, by a Travel Trade Creditor Representative on such Known Creditor’s behalf;
- (ss) “**Restructuring Period Claim**” has the meaning ascribed to that term in paragraph 2(h)(ii) of this Claims Procedure Order;

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- (tt) **“Restructuring Period Claims Bar Date”** means the later of the Claims Bar Date and seven (7) Calendar Days after termination, repudiation or resiliation of the applicable agreement or other event giving rise to the applicable Restructuring Period Claim;
- (uu) **“Sears”** means Sears Canada Inc.
- (vv) **“Sears’ Affected Claim”** means Sears’ Claim in the amount of \$6,208,846.28 in connection with the Applicant’s indebtedness and obligations under the License Agreement dated January 18, 2011, as amended and restated on February 2, 2014, which shall constitute an Allowed Affected Claim;
- (ww) **“Travel Trade Creditor Representatives”** means the Persons listed on Schedule “J” hereto and **“Travel Trade Creditor Representative”** means any one of them;
- (xx) **“Unaffected Claims”** shall have the meaning ascribed thereto in the Plan;
- (yy) **“Unknown Creditor”** means an Affected Creditor other than any Known Creditor with respect to its Claim against the Applicant included in the Claims Schedule and set out in a Notice of Claim, but includes any Known Creditor asserting any other Claim against the Applicant; and
- (zz) **“Voting Claim”** means the Deemed Proven Claims and any Claim of a Creditor against the Applicant, or such portion thereof, that is not barred by any provision of this Order and which has been finally accepted and determined for voting at the Meeting, in accordance with the provisions of this Claims Procedure Order and the CCAA.

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3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.
5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Applicant and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and execution of such forms and to request any further documentation from a Creditor that the Applicant or the Monitor may require in order to enable them to determine the validity of a Claim.
7. **THIS COURT ORDERS** that the form and substance of each of the Notice to Creditors, Instruction Letter, Notice of Claim, Notice of Dispute of Claim, Notice of Revision or Disallowance, Notice of Dispute of Revision or Disallowance, Proof of Claim Instruction Letter, Proof of Claim, and the Representative Instruction Letter, substantially in the forms attached as Schedules “A”, “B”, “C”, “D”, “E”, “F”, “G”, ”H”, and “I” respectively to this Order are hereby approved. Notwithstanding the foregoing, the

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Monitor may from time to time make non-substantive changes to such forms as the Monitor considers necessary or advisable.

8. **THIS COURT ORDERS** that, unless otherwise agreed by the Applicant, interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claim.
9. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, and determinations of Claims by the Court shall be maintained by the Monitor.
10. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, the Applicant may, with the consent of the Monitor, refer any Affected Creditor's Claim or Director/Officer Claim for resolution to the Court, where in the Applicant's view such a referral is preferable or necessary for the resolution or determination of the Claim.
11. **THIS COURT ORDERS** that the Applicant may, with the consent of the Monitor, apply to this Court for an Order appointing a claims officer to resolve Disputed Claims and/or Disputed Director/Officer Claims on such terms and in accordance with such process as may be ordered by this Court.

MONITOR'S ROLE

12. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicant in connection with the administration of the claims procedure provided for herein, including the determination of Claims of Creditors, if applicable, and the referral of a particular Claim to the Court, as requested by the Applicant from time to time, and is

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hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order.

13. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA, the Initial Order, other Orders in the CCAA Proceeding, and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, (iii) the Monitor shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

NOTICE TO CREDITORS

14. **THIS COURT ORDERS** that forthwith after the date of this Claims Procedure Order the Monitor shall publish the Notice to Creditors, for at least two (2) Business Days in *The Globe and Mail* (National Edition).

CLAIMS PROCEDURE FOR KNOWN CREDITORS

(i) **Notices of Claim**

15. **THIS COURT ORDERS** that the Monitor shall send a Claims Package to each of the Known Creditors, except Represented Travel Trade Creditors, by electronic or prepaid ordinary mail to the address as shown on the Claims Schedule forthwith and in no event later than 11:59 p.m. on the date that is two (2) Business Days after the date hereof.

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16. **THIS COURT ORDERS** that the Monitor shall send the Representative Instruction Letter to each Travel Trade Creditor Representative by electronic mail or prepaid ordinary mail forthwith and in no event later than 11:59 p.m. on the date that is two (2) Business Days after the date hereof.
17. **THIS COURT ORDERS** that the Monitor shall send Claims Packages to each Travel Trade Creditor Representative for distribution to each of the Represented Travel Trade Creditors for which the Travel Trade Creditor Representative negotiated, in whole or in part, a contract or contracts pursuant to which a Claim exists. The Monitor shall send such Claims Packages to the Travel Trade Creditor Representatives by electronic mail or prepaid ordinary mail forthwith and in no event later than 11:59 p.m. on the date that is two (2) Business Days after the date hereof.
18. **THIS COURT ORDERS** that the Travel Trade Creditor Representatives shall send the Claims Packages received from the Monitor to each of the applicable Represented Travel Trade Creditors by electronic mail or prepaid ordinary mail to the address known to the Travel Trade Creditor Representative forthwith and in no event later than 11:59 p.m. on the date that is two (2) Business Days after the date of receipt of the Claims Packages and shall confirm the completion of such distribution to the Monitor and the Applicant in writing.
19. **THIS COURT ORDERS** that the Monitor shall specify in each Notice of Claim the Known Creditor's Claim against the Applicant for voting and distribution purposes as determined by the Applicant based on the books and records of the Applicant.

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20. **THIS COURT ORDERS** that neither the Monitor nor the Applicant shall be required to send a Claims Package directly to any Represented Travel Trade Creditor.

(ii) Adjudication of Claims against the Applicant

21. **THIS COURT ORDERS** that if a Known Creditor wishes to dispute the amount of the Claim as set out in the Notice of Claim, the Known Creditor shall deliver to the Monitor a Notice of Dispute of Claim which must be received by the Monitor by no later than the Claims Bar Date. If a Represented Travel Trade Creditor wishes to dispute the amount of its Claim as set out in the Notice of Claim, the Represented Travel Trade Creditor shall deliver to the Monitor and the applicable Travel Trade Creditor Representative a copy of its Notice of Dispute of Claim which must be received by the Monitor and the Travel Trade Creditor Representative by no later than the Claims Bar Date. Each Known Creditor shall specify in their Notice of Dispute of Claim the details of the dispute with respect to its Claim and shall specify whether it disputes the determination of the Claim for voting and/or distribution purposes.

22. **THIS COURT ORDERS** that if a Known Creditor does not deliver to the Monitor (and their Travel Trade Creditor Representative, if applicable) a completed Notice of Dispute of Claim such that it is received by the Monitor (and their Travel Trade Creditor Representative, if applicable) by the Claims Bar Date disputing its Claims as determined in the Notice of Claim for voting and distribution purposes, then (a) such Known Creditor shall be deemed to have accepted the valuation of the Known Creditor's Claims as set out in the Notice of Claim, (b) such Known Creditor's Claim as determined in the Notice of Claim shall be treated as both a Voting Claim and a Distribution Claim, and (c) any and all of the Known Creditor's rights to dispute the Claims as determined in the Notice of

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Claim or to otherwise assert or pursue such Claims other than as they are determined in the Notice of Claim shall be forever extinguished and barred without further act or notification. A Known Creditor may accept a determination of a Claim for voting purposes as set out in the Notice of Claim and dispute the determination of the Claim for distribution purposes provided that it does so in its Notice of Dispute of Claim and such Notice of Dispute of Claim is received by the Monitor (and their Travel Trade Creditor Representative, if applicable) by the Claims Bar Date. A determination of a Voting Claim of a Known Creditor does not in any way affect and is without prejudice to the process to determine such Known Creditor's Distribution Claim.

(iii) Resolution of Claims against the Applicant

23. **THIS COURT ORDERS** that in the event that the Applicant, with the assistance of the Monitor, is unable to resolve a dispute regarding any Disputed Voting Claim with a Known Creditor, the Applicant shall so notify the Monitor and the Known Creditor. Thereafter, the Disputed Voting Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Creditor; provided, however that to the extent a Claim is referred under this paragraph to the Court or an alternative dispute resolution, it shall be on the basis that the Claim against the Applicant shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the Known Creditor and the Applicant without prejudice to a future determination of the Creditor's Distribution Claim). The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicant and the Known Creditor.

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24. **THIS COURT ORDERS** that where the Known Creditor's Disputed Voting Claim has not been finally determined in accordance with this Claims Procedure Order by the date on which a vote is held at the Meeting, the ability of such Known Creditor to vote its Disputed Voting Claim and the effect of casting any such vote shall be governed by the Meeting Order.
25. **THIS COURT ORDERS** that in the event that the Applicant, with the assistance of the Monitor, is unable to resolve a dispute with a Known Creditor regarding any Distribution Claim, the Applicant shall so notify the Monitor and the Known Creditor. Thereafter, the Disputed Distribution Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Creditor. The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicant and such Known Creditor.

CLAIMS PROCEDURE FOR UNKNOWN CREDITORS

(i) **Proof of Claim**

26. **THIS COURT ORDERS** that the Monitor shall send a Claims Package to any Unknown Creditor who makes a written request therefor prior to the Claims Bar Date. Any Unknown Creditor that wishes to assert a Claim must file a completed Proof of Claim such that it is received by the Monitor by no later than the Claims Bar Date.
27. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in paragraphs 26 and 28 hereof, the following shall apply with respect to any Restructuring Period Claims, excluding any Deemed Proven Claim:

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- (a) any notices of disclaimer or resiliation delivered to Creditors by the Applicant or the Monitor after the Filing Date shall be accompanied by a Claims Package;
- (b) the Monitor shall send a Claims Package to any Creditor who makes a written request therefor in respect of a Restructuring Period Claim prior to the Restructuring Period Claims Bar Date;
- (c) any Creditor that wishes to assert a Restructuring Period Claim must return a completed Proof of Claim to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the Restructuring Period Claims Bar Date;
- (d) any Creditor that does not return a Proof of Claim to the Monitor by 5:00 p.m. on the Restructuring Period Claims Bar Date shall not be entitled to attend or vote at the Meeting and shall not be entitled to receive any distribution from any Plan in respect of Restructuring Period Claims and any and all Restructuring Period Claims of such Creditor shall be forever extinguished and barred without any further act or notification.

(ii) Adjudication of Claims against the Applicant

28. **THIS COURT ORDERS** that any Unknown Creditor that does not file a Proof of Claim such that it is received by the Monitor by the Claims Bar Date with respect to any Claim against the Applicant shall not be entitled to attend or vote at the Meeting and shall not be entitled to receive any distribution from any Plan in respect of such Claims and any and all such Claims of such Unknown Creditor shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Unknown Creditor received a Claims Package.

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29. **THIS COURT ORDERS** that the Applicant, with the assistance of the Monitor, shall review all Proofs of Claim received by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, and shall accept, revise or reject each Claim against the Applicant set out therein for voting and/or distribution purposes. The Monitor shall notify each Unknown Creditor who has delivered a Proof of Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, as to whether such Unknown Creditor's Claim against the Applicant as set out therein has been revised or rejected for voting purposes (and/or for distribution purposes if the Applicant elects to do so), and the reasons therefor, by sending a Notice of Revision or Disallowance.
30. **THIS COURT ORDERS** that any Unknown Creditor who wishes to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor such that it is received by no later than 5:00 p.m. on the date that is seven (7) Calendar Days after the date of delivery to the applicable Unknown Creditor of the Notice of Revision or Disallowance. Such Unknown Creditor shall specify therein the details of the dispute with respect to its Claim and shall specify whether it disputes the determination of the Claim for voting and/or distribution purposes, as applicable.
31. **THIS COURT ORDERS** that where an Unknown Creditor that receives a Notice of Revision or Disallowance pursuant to paragraph 29 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 30 above, then such Unknown Creditor's Voting Claim and Distribution Claim shall be deemed to be as determined in the Notice of Revision or Disallowance and any and all of the Unknown Creditor's rights to dispute the Claim(s) as determined in the Notice of Revision or

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Disallowance or to otherwise assert or pursue such Claims other than as they are determined in the Notice of Revision or Disallowance, in each case for voting purposes and distribution purposes, shall be forever extinguished and barred without further act or notification. An Unknown Creditor may accept a determination of a Claim for voting purposes as set out in the Notice of Revision and Disallowance and may dispute the determination of the Claim for distribution purposes, provided that it does so in its Notice of Dispute of Revision or Disallowance and such Notice of Dispute of Revision or Disallowance is received by the Monitor by the date and time set forth in paragraph 30. A determination of a Voting Claim of an Unknown Creditor does not in any way affect and is without prejudice to the process to determine such Unknown Creditor's Distribution Claim.

(iii) Resolution of Claims against the Applicant

32. **THIS COURT ORDERS** that in the event that the Applicant, with the assistance of the Monitor, is unable to resolve a dispute regarding any Disputed Voting Claim with an Unknown Creditor, the Applicant shall so notify the Monitor and the Unknown Creditor. Thereafter, the Disputed Voting Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Creditor; provided, however that to the extent a Claim is referred under this paragraph to the Court or an alternative dispute resolution, it shall be on the basis that the value of the Claim shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the Unknown Creditor and the Applicant without prejudice to a future hearing by the Court or an alternative dispute resolution to

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determine the Creditor's Distribution Claim in accordance with paragraph 34 hereof). The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicant and the Unknown Creditor.

33. **THIS COURT ORDERS** that where the value of an Unknown Creditor's Voting Claim has not been finally determined by the date of the Meeting, the ability of such Unknown Creditor to vote its Disputed Voting Claim and the effect of casting any such vote shall be governed by the Meeting Order.
34. **THIS COURT ORDERS** that in the event that the Applicant, with the assistance of the Monitor, is unable to resolve a dispute regarding any Distribution Claim with an Unknown Creditor, the Applicant shall so notify the Monitor and the Unknown Creditor. Thereafter, the Disputed Distribution Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Creditor. The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicant and the Unknown Creditor.
- (iv) **Adjudication of Director/Officer Claims**
35. **THIS COURT ORDERS** that, for greater certainty, the procedures in paragraphs 15 to 34 shall not apply to adjudication of Director/Officer Claims.
36. **THIS COURT ORDERS** that if a Person does not file a Proof of Claim with the Monitor such that it is received by the Monitor by the Claims Bar Date with respect to a Director/Officer Claim, any and all such Claims of such Person shall be forever extinguished and barred without any further act or notification and irrespective of

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whether or not such Person received a Claims Package, the Directors and Officers shall have no liability whatsoever in respect of such Director/Officer Claims.

37. **THIS COURT ORDERS** that the Applicant, with the assistance of the Monitor, shall review all Proofs of Claim received by the Claims Bar Date in respect of Director/Officer Claims and, in consultation with the Directors and/or Officers named in the applicable Proof of Claim, shall accept, revise or reject each Director/Officer Claim set out therein. The Monitor shall provide copies of Proofs of Claim in respect of Director/Officer Claims to any counsel to a Director or Officer upon such request being made. The Monitor, with the consent of the Applicant, shall notify each Person who has delivered a Proof of Claim by the Claims Bar Date in respect of Director/Officer Claims as to whether such Person's Claim as set out therein has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance. The Monitor shall provide a copy of such Notice of Revision or Disallowance to any counsel to a Director or Officer.
38. **THIS COURT ORDERS** that any Person who wishes to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the date that is seven (7) Calendar Days after the date of delivery to the applicable Person of the Notice of Revision or Disallowance. The Monitor shall provide a copy of such Notice of Dispute of Revision or Disallowance to any counsel to a Director or Officer upon such request being made.
39. **THIS COURT ORDERS** that where a Person that receives a Notice of Revision or Disallowance pursuant to paragraph 37 above does not file a Notice of Dispute of

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Revision or Disallowance by the time set out in paragraph 38 above, such Person's Director/Officer Claim shall be deemed to be as determined in the Notice of Revision or Disallowance and any and all of such Person's rights to dispute the Director/Officer Claim(s) as determined in the Notice of Revision or Disallowance or to otherwise assert or pursue such Director/Officer Claims other than as they are determined in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

(v) **Resolution of Director/Officer Claims**

40. **THIS COURT ORDERS** that in the event that the Applicant determines that it is necessary to finally determine the amount of a Director/Officer Claim and the Applicant, with the assistance of the Monitor and the consent of the applicable Directors and Officers, is unable to resolve a dispute regarding such Director/Officer Claim with the Person asserting such Director/Officer Claim, the Applicant shall so notify the Monitor and such Person. Thereafter, the Disputed Director/Officer Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Person. The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute.

DEEMED PROVEN CLAIMS

41. **THIS COURT ORDERS** that Sears shall be deemed to have accepted a Notice of Claim in the amount of and on account of Sears' Affected Claim, and Sears does not need to take any further action to prove Sears' Affected Claim in this claims process; provided, however, that nothing contained herein shall excuse Sears from otherwise complying with the terms of this Order.

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42. **THIS COURT ORDERS** that the Landlord shall be deemed to have accepted a Notice of Claim in the amount of and on account of the Landlord's Affected Claim, and the Landlord does not need to take any further action to prove the Landlord's Affected Claim in this claims process; provided, however, that nothing contained herein shall excuse the Landlord from otherwise complying with the terms of this Order.

UNAFFECTED CLAIMS

43. **THIS COURT ORDERS** that Persons with Unaffected Claims shall not be required to file a Proof of Claim in this process in respect of such Unaffected Claims, unless required to do so by further Order of this Court.

SET-OFF

44. **THIS COURT ORDERS** that the Applicant may set-off (whether by way of legal, equitable or contractual set-off) against payments, obligations or other distributions to be made pursuant to or in connection with the Plan to any Affected Creditor, any claims of any nature whatsoever that the Applicant may have against such Affected Creditor; however, neither the failure to do so nor the allowance of any Affected Claim hereunder shall constitute a waiver or release by the Applicant of any such claim that the Applicant may have against such Creditor.

NOTICE OF TRANSFEREES

45. **THIS COURT ORDERS** that if, after the Filing Date, the holder of an Affected Claim transfers or assigns the whole of such Affected 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 actual notice of

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transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Applicant and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the “Creditor” in respect of such Affected Claim. Any such transferee or assignee of an Affected Claim shall be bound by any notices given or steps taken in respect of such Affected Claim in accordance with this Claims Procedure Order prior to receipt and acknowledgement by the Applicant and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of an Affected Claim takes the Affected Claim subject to any rights of set-off to which the Applicant may be entitled with respect to such Affected Claim. For greater certainty, a transferee or assignee of an Affected 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. The effect of a transfer or assignment of an Affected Claim for purposes of voting at any Meeting shall be governed by the Meeting Order. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

46. **THIS COURT ORDERS** that, subject to any restrictions contained in Applicable Laws, a Creditor may transfer or assign the whole of its Affected Claim after the Meeting provided that the Applicant or the Monitor shall not be obliged to make distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as a Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment and such other documentation as the Applicant and the Monitor may reasonably require, has been

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received by the Applicant and the Monitor on or before the Plan Implementation Date, or such other date as the Monitor may agree, failing which the original transferor shall have all applicable rights as the “Creditor” with respect to such Affected Claim as if no transfer of the Claim had occurred. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order constitute the Affected Creditor in respect of the transferred or assigned Affected Claim and shall be bound by notices given and steps taken in respect of such Affected Claim. For greater certainty, the Applicant shall not recognize partial transfers or assignments of Affected Claims.

SERVICE AND NOTICES

47. **THIS COURT ORDERS** that the Applicant, the Monitor and the Travel Trade Creditor Representative may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant or the Travel Trade Creditor Representative (if applicable), or set out in such Creditor’s Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

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48. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Creditor to the Monitor or the Applicant under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

If to the Applicant:

TravelBrands Inc.
5450 Explorer Dr.
Suite 300
Mississauga, ON L4W 5N1
Attention: Francesco DeMarinis
Fax: 905-283-6040
Email: frank.demarinis@travelbrands.com

With a copy to:

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 6300, P.O. Box 50
Toronto ON M5X 1B8
Attention: Marc Wasserman / Michael De Lellis
Fax: 416-862-6666
Email: mwasserman@osler.com / mdelellis@osler.com

If to the Monitor:

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.
333 Bay Street, Suite 4600
Bay Adelaide Centre
Toronto, ON M5H 2S5
Attention: Philip J. Reynolds / Anamika Gadia
Fax: 416-777-8818
Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

With a copy to:

Stikeman Elliott LLP
5300 Commerce Court West

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199 Bay Street
Toronto ON M5L 1B9
Attention: Ashley Taylor
Fax: 416-947-0866
Email: ataylor@stikeman.com

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor or the Applicant (as the case may be) thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

49. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Claims Procedure Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Procedure Order.
50. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is later amended by further Order of the Court, the Applicant or the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to Creditors of such amended claims procedure.

MISCELLANEOUS

51. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor or the Applicant of Proofs of Claim, the delivery of a Notice of Claim, and the filing by any Person of any Proof of Claim shall

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not, for that reason only, grant any Person any standing in this proceeding or rights under any proposed Plan.

52. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, or any other claims and the classification of Creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan, the Meeting Order or further Order of this Court.
53. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors, Officers or other Persons under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Applicant's insurance and any Director's and/or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors, Officers and/or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim or a Director/Officer Claim from the insurer or derivatively through the Director, Officer or the Applicant; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or Director/Officer Claim or portion thereof for which the Person receives payment directly from or confirmation that such Person is covered by the Applicant's insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors, Officers

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and/or other Persons shall not be recoverable as against the Applicant or any Director or Officer, as applicable.

54. **THIS COURT ORDERS** that, except as expressly provided herein, the determination of Claims pursuant to this Order shall apply for all purposes unless otherwise further ordered by the Court.
55. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.
56. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.
57. **THIS COURT REQUESTS** the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

SCHEDULE “A”**NOTICE TO CREDITORS OF TravelBrands Inc. (the “Applicant”)
and/or its Directors or Officers****RE: NOTICE OF CLAIMS BAR DATE IN COMPANIES’ CREDITORS
ARRANGEMENT ACT (“CCAA”) PROCEEDING**

NOTICE IS HEREBY GIVEN that pursuant to an Order of the Ontario Superior Court of Justice made September 28, 2015 (the “**Order**”), a claims procedure has been commenced for the purpose of identifying and determining all claims against the Applicant and the Directors and Officers of the Applicant that are to be affected in the Applicant’s plan of compromise or arrangement (the “**Plan**”) under the CCAA.

PLEASE TAKE NOTICE that the claims procedure applies only to the Claims described in the Order. A copy of the Order and other public information concerning the CCAA Proceeding in respect of the Applicant can be found at the following website: <http://www.kpmg.com/ca/travelbrands>. Any creditor who has not received a Notice of Claim and who believes that he or she has a Claim against the Applicant or a Director or Officer under the Order must contact the Monitor in order to obtain a Proof of Claim form.

THE CLAIMS BAR DATE is **5:00 p.m. (Toronto Time) on October 28, 2015**. Proofs of Claim in respect of Prefiling Claims and Director/Officer Claims must be completed and filed with the Monitor on or before the Claims Bar Date.

THE RESTRUCTURING PERIOD CLAIMS BAR DATE is **5:00pm (Toronto Time) on the later of the Claims Bar Date and the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim**. Proofs of Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

HOLDERS OF CLAIMS who have not received a Notice of Claim and who do not file a Proof of Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, shall not be entitled to vote at the meeting of creditors regarding the Plan being proposed by the Applicant or to participate in any distribution under such Plan, and any Claims such creditor may have against the Applicant and/or any of the Directors or Officers of the Applicant shall be forever extinguished and barred.

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CREDITORS REQUIRING INFORMATION or claim documentation may contact the Monitor at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Philip J. Reynolds / Anamika Gadia

Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)

Fax: 416-777-8818

Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Order.

SCHEDULE “B”**INSTRUCTION LETTER
FOR THE CLAIMS PROCEDURE FOR KNOWN CREDITORS
OF TRAVELBRANDS INC. (the “Applicant”)****CLAIMS PROCEDURE**

By Order of the Ontario Superior Court of Justice (Commercial List) dated September 28, 2015 (as such Order may be amended from time to time, the “**Claims Procedure Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”), the Applicant and KPMG Inc., in its capacity as the Court-appointed monitor of the Applicant (the “**Monitor**”), have been authorized to conduct a claims procedure (the “**Claims Procedure**”). A copy of the Claims Procedure Order and other public information concerning this proceeding can be obtained from the Monitor’s website at <http://www.kpmg.com/ca/travelbrands>.

This letter provides general instructions for completing a Notice of Dispute of Claim form. Capitalized terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Procedure Order.

The Claims Procedure is intended to identify and determine the amount of any claims against the Applicant or any or all of the Directors or Officers of the Applicant, whether unliquidated, contingent or otherwise, that are to be affected in the plan of compromise or arrangement being pursued by the Applicant under the CCAA. Please review the Claims Procedure Order for the full terms of the Claims Procedure.

All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission, email, or telephone at the address below:

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Philip J. Reynolds / Anamika Gadia

Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)

Fax: 416-777-8818

Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

FOR CREDITORS DISPUTING A NOTICE OF CLAIM

If you have received a Notice of Claim and you dispute the determination of your Claims as set forth therein for voting and/or distribution purposes, you must file a Notice of Dispute of Claim

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form with the Monitor. All Notices of Dispute of Claim **must be received by the Monitor on or before 5:00 p.m. (Toronto Time) on October 28, 2015.** Represented Travel Trade Creditors **must send a copy of their Notice of Dispute of Claim so that it is received by both the Monitor and their Travel Trade Creditor Representative on or before 5:00 p.m. (Toronto Time) on October 28, 2015.** If a Notice of Dispute of Claim is not received on or before that time then you shall be deemed to have accepted the determination of your Claims as set out in the Notice of Claim for both voting and distribution purposes, and any and all of your rights to dispute such Claims as so valued or to otherwise assert or pursue such Claims in an amount that exceeds the amount set forth on the Notice of Claim shall be forever extinguished and barred without further act or notification.

If you believe you have any additional Claims other than the Claims set out in the Notice of Claim (including a Pre-Filing Claim, a Director/Officer Claim or a Restructuring Period Claim) you must file a Proof of Claim to assert any such additional Claims so that it is received by the Monitor by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, otherwise any such Claim shall be forever extinguished and barred without further act or notification.

Additional Notices of Dispute of Claim forms and Proof of Claim forms can be obtained from the Monitor's website at <http://www.kpmg.com/ca/travelbrands> or by contacting the Monitor.

DATED this _____ day of _____, 2015.

SCHEDULE “C”

Court File No. CV-15-10980-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
IN THE MATTER OF THE COMPANIES’ CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF TRAVELBRANDS INC.**

NOTICE OF CLAIM

TO: **[insert name and address of creditor]**

This notice is issued pursuant to the claims procedure for Claims in respect of TravelBrands Inc. (the “**Applicant**”), and its Directors and Officers, which was approved by the Order of the Ontario Superior Court of Justice (Commercial List) granted September 28, 2015 in the CCAA Proceeding (the “**Claims Procedure Order**”). Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order. A copy of the Claims Procedure Order can be obtained from the website of KPMG Inc., the Court-appointed Monitor of the Applicant, at <http://www.kpmg.com/ca/travelbrands>.

According to the books, records and other relevant information in the possession of the Applicant, your total Claim(s) are as follows:

Debtor	Type	Amount
		\$

If you agree that the foregoing determination accurately reflects your Affected Claim(s) against the Applicant, you are not required to respond to this Notice of Claim. If you disagree with the determination of your Affected Claim(s) against the Applicant as set out herein, you must deliver a Notice of Dispute of Claim to the Monitor such that it is received by the Monitor by no later than **5:00 p.m. (Toronto Time) on October 28, 2015** (the “**Claims Bar Date**”). If you are a

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Represented Travel Trade Creditor and you disagree with the determination of your Claim(s) against the Applicant as set out herein, you must deliver a Notice of Dispute of Claim to the Monitor and your Travel Trade Creditor Representative such that it is received by the Monitor and the Travel Trade Creditor Representative by no later than the Claims Bar Date.

You may accept the Claim(s) set out in this Notice of Claim for voting purposes without prejudice to your rights to dispute the Claim(s) for distribution purposes. If you fail to deliver a Notice of Dispute of Claim for voting and distribution purposes such that it is received by the Monitor by the Claims Bar Date, then you shall be deemed to have accepted your Claim(s) as set out in this Notice of Claim.

If you believe you have an Affected Claim that has not been provided for in the Notice of Claim you received, including any additional Prefiling Claim, any Restructuring Period Claim or any Director/Officer Claims, you must contact the Monitor to request a Claims Package. In respect of a Prefiling Claim or Director/Officer Claim, you must complete a Proof of Claim form in respect of such Claim and deliver it to the Monitor at the address or facsimile noted below such that it is received by the Monitor by the Claims Bar Date. In respect of a Restructuring Period Claim, you must complete a Proof of Claim form in respect of such Claim and deliver it to the Monitor at the address or facsimile noted below such that it is received by the Monitor by 5:00 pm (Toronto Time) on the later of the Claims Bar Date and the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim (the “**Restructuring Period Claims Bar Date**”). If you fail to deliver such Proof of Claim by such date, you shall not be entitled to vote at the Meeting of creditors regarding the plan of compromise or arrangement of the Applicant or participate in any distribution under such plan in respect of such Claim, and such Claim shall be forever extinguished and barred.

DATED at Toronto, this day of September, 2015.

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Philip J. Reynolds / Anamika Gadia

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Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)
Fax: 416-777-8818
Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

SCHEDULE "D"

Court File No. CV-15-10980-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF TRAVELBRANDS INC.**

NOTICE OF DISPUTE OF CLAIM

1. PARTICULARS OF CREDITOR

(a) Full Legal Name of Creditor:

(b) Full Mailing Address of Creditor:

(c) Telephone Number of Creditor:

(d) Facsimile Number of Creditor:

(e) E-mail Address of Creditor:

(f) Attention (Contact Person):

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2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this claim by assignment? Yes No

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): _____

3. **DISPUTE OF DETERMINATION OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

We hereby disagree with the determination of our claim as set out in the Notice of Claim dated _____, as set out below:

	As specified in Notice of Claim	Disputed for (check all that apply)	Claim asserted by Creditor
Claim against: Name of Applicant or Director/Officer			
Voting Claim			
Distribution Claim			

(Insert particulars of Claim per Notice of Claim and the value of your claim as asserted by you.)

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4. **REASONS FOR DISPUTE:**

(Provide full particulars of the claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claim, name of any guarantor(s) which has guaranteed the claim, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the description of the claim as stated by you in item 3, above.)

This Notice of Dispute of Claim must be returned to and received by the Monitor by no later than **5:00 p.m. (Toronto Time) on October 28, 2015**, the Claims Bar Date, at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Philip J. Reynolds / Anamika Gadia

Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)

Fax: 416-777-8818

Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

If you are a Represented Travel Trade Creditor, this Notice of Dispute of Claim must also be returned to and received by your Travel Trade Creditor Representative by the Claims Bar Date.

Dated at _____ this _____ day of _____, 2015

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Order of the Ontario Superior Court of Justice (Commercial List) granted September 28, 2015 in these proceedings.

SCHEDULE "E"

Court File No. CV-15-10980-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF TRAVELBRANDS INC.**

NOTICE OF REVISION OR DISALLOWANCE

TO: [insert name and address of creditor]

The Applicant has reviewed your Proof of Claim dated _____, 2015, and has revised or rejected your Claim in respect of _____ for the following reasons:

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Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as follows:

Type of Claim allowed (Prefiling Claim, Restructuring Period Claim or Director / Officer Claim):

_____.

	Amount
Per Proof of Claim	
Revised / Rejected for Voting/Distribution	
Allowed as Revised for Voting / Distribution	

If you intend to dispute this Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order such that it is received by the Monitor by no later than seven (7) Calendar Days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Philip J. Reynolds / Anamika Gadia

Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)

Fax: 416-777-8818

Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

If you do not deliver a Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order, the value of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at _____ this _____ day of _____, 2015.

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Capitalized terms that are not defined herein have the meanings ascribed thereto in the Order of the Ontario Superior Court of Justice (Commercial List) granted September 28, 2015 in these proceedings.

SCHEDULE "F"

Court File No. CV-15-10980-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST****IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED****AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF TRAVELBRANDS INC.**

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

1. PARTICULARS OF CREDITOR

(a) Full Legal Name of Creditor:

(b) Full Mailing Address of Creditor:

(c) Telephone Number of Creditor:

(d) Facsimile Number of Creditor:

(e) E-mail Address of Creditor:

(f) Attention (Contact Person):

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2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes No
(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): _____

3. **DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

We hereby disagree with the determination of our Claim as set out in the Notice of Revision or Disallowance dated _____, as set out below:

	As specified in Notice of Revision or Disallowance	Disputed for (check all that apply)	Claim asserted by Creditor
Claim against: Name of Applicant or Director/Officer			
Voting Claim			
Distribution Claim			

(Insert particulars of Claim per Notice of Revision or Disallowance, and the value of your Claim as asserted by you).

4. **REASONS FOR DISPUTE:**

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the determination of the Claim as stated by you in item 3, above.)

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If you intend to dispute the Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order such that it is received by the Monitor by no later than seven (7) Calendar Days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Philip J. Reynolds / Anamika Gadia

Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)

Fax: 416-777-8818

Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

Dated at _____ this _____ day of _____, 2015.

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Order of the Ontario Superior Court of Justice (Commercial List) granted September 28, 2015 in these proceedings.

SCHEDULE “G”**PROOF OF CLAIM INSTRUCTION LETTER
FOR THE CLAIMS PROCEDURE FOR UNKNOWN CREDITORS OF
TRAVELBRANDS INC. (the “Applicant”)****CLAIMS PROCEDURE**

On May 27, 2015 (the “**CCAA Filing Date**”), the Applicant sought and obtained protection from its creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) upon the granting by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) of the Initial Order. By Order of the Court dated September 28, 2015 (as such Order may be amended from time to time the “**Claims Procedure Order**”) under the CCAA, the Applicant and KPMG Inc., in its capacity as the Court-appointed Monitor of the Applicant (the “**Monitor**”), have been authorized to conduct a claims procedure (the “**Claims Procedure**”). A copy of the Claims Procedure Order and other public information concerning this proceeding can be obtained from the Monitor’s website at: <http://www.kpmg.com/ca/travelbrands>.

This letter provides general instructions for completing a Proof of Claim form. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Procedure Order.

The Claims Procedure is intended to identify and determine any claims against the Applicant and the Directors or Officers of the Applicant, whether unliquidated, contingent or otherwise, that are to be affected in the plan of compromise or arrangement being pursued by the Applicant under the CCAA. Please review the Claims Procedure Order for the full terms of the Claims Procedure.

All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Philip J. Reynolds / Anamika Gadia

Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)

Fax: 416-777-8818

Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

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FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against the Applicant or a Director or Officer of the Applicant and you have not already received a Notice of Claim in respect of such Claim, you must complete and file a Proof of Claim form with the Monitor. All Proofs of Claim for Prefiling Claims (i.e. Claims against the Applicant arising prior to the CCAA Filing Date) and all Director/Officer Claims **must be received by the Monitor before 5:00 p.m. (Toronto Time) on October 28, 2015** (the “**Claims Bar Date**”), unless the Monitor and the Applicant agree in writing or the Court orders that the Proof of Claim be accepted after that date. If you do not file a Proof of Claim in respect of any such Claims by the Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding the plan of compromise or arrangement being proposed by the Applicant or participate in any distribution under such plan in respect of such Claims and any such Claims shall be forever extinguished and barred.

All Proofs of Claim for Restructuring Period Claims (i.e. Claims against the Applicant arising on or after the CCAA Filing Date) **must be received by the Monitor on the later of the Claims Bar Date and the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim** (the “**Restructuring Period Claims Bar Date**”), unless the Monitor and the Applicant agree in writing or the Court orders that the Proof of Claim be accepted after that date. If you do not file a Proof of Claim in respect of any such Restructuring Period Claims by the Restructuring Period Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding the plan of compromise or arrangement being proposed by the Applicant or participate in any distribution under such plan in respect of such Claims and any such Claims you may have against the Applicant and/or any of the Directors and Officers of the Applicant shall be forever extinguished and barred.

ADDITIONAL FORMS

Additional Proof of Claim forms can be obtained from the Monitor’s website at <http://www.kpmg.com/ca/travelbrands> or by contacting the Monitor.

DATED this _____ day of _____, 2015.

Capitalized terms that are not defined herein have the meanings ascribed thereto in Claims Procedure Order.

SCHEDULE "H"

Court File No. CV-15-10980-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST****IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED****AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF TRAVELBRANDS INC.**

PROOF OF CLAIM

1. PARTICULARS OF CREDITOR

(a) Full Legal Name of Creditor:

(b) Full Mailing Address of Creditor:

(c) Telephone Number of Creditor:

(d) Facsimile Number of Creditor:

(e) E-mail Address of Creditor:

(f) Attention (Contact Person):

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2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes No

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): _____

3. **PROOF OF CLAIM**

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

(a) That I am a Creditor of the Applicant / I hold the position of _____ of the Creditor;

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The Applicant and/or the Director(s) or Officer(s) of the Applicant was and still is indebted to the Creditor as follows:

(i) Prefiling Claims against the Applicant:

\$ _____

(ii) Restructuring Period Claims against the Applicant:

\$ _____

(iii) Director/Officer Claims against the Directors and/or Officers of the Applicant:

\$ _____

4. **PARTICULARS OF CLAIM:**

The particulars of the undersigned's Claims (including Prefiling Claims, Restructuring Period Claims and Director/Officer Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against them.)

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5. FILING OF CLAIM

For Prefiling Claims, this Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on the Claims Bar Date (October 28, 2015)**.

For Restructuring Period Claims, this Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on the later of the Claims Bar Date and the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim**.

In both cases, completed forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below to the Monitor at the following address:

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Philip J. Reynolds / Anamika Gadia

Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)

Fax: 416-777-8818

Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

Dated at _____ this _____ day of _____, 2015.

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Order of the Ontario Superior Court of Justice (Commercial List) granted September 28, 2015 in these proceedings.

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SCHEDULE “T”

Court File No. CV-15-10980-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST****IN THE MATTER OF THE COMPANIES’ CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED****AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF TRAVELBRANDS INC.**

REPRESENTATIVE INSTRUCTION LETTER

TO: [insert name and address of Travel Trade Creditor Representative]

This Representative Instruction Letter is issued pursuant to the claims procedure for Claims in respect of TravelBrands Inc. (the “**Applicant**”), and its Directors and Officers, which was approved by the Order of the Ontario Superior Court of Justice (Commercial List) granted September 28, 2015 in the CCAA Proceeding (the “**Claims Procedure Order**”). Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order and the Order of the Ontario Superior Court of Justice (Commercial List) granted September 28, 2015 in the CCAA Proceeding which authorized the Applicant to hold the Meeting for the purpose of consideration of a resolution to approve the Plan (the “**Meeting Order**”). A copy of the Claims Procedure Order and the Meeting Order can be obtained from the website of KPMG Inc., the Court-appointed Monitor of the Applicant, at <http://www.kpmg.com/ca/travelbrands>.

The purpose of this Representative Instruction Letter is to advise you of your obligations under the Claims Procedure Order and the Meeting Order.

Pursuant to the Claims Procedure Order, the Monitor shall send Claims Packages to each Travel Trade Creditor Representative for distribution to the Represented Travel Trade Creditors. The

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Monitor shall send such Claims Packages to the Travel Trade Creditor Representatives by electronic mail or prepaid ordinary mail forthwith and in no event later than 11:59 p.m. on the date that is two (2) Business Days after the date hereof. As a Travel Trade Creditor Representative, you are required to distribute these Claims Packages to the Represented Travel Trade Creditors identified in the Claims Packages you will be provided with.

Pursuant to the Claims Procedure Order, Travel Trade Creditor Representatives shall send the Claims Packages received from the Monitor to each of the applicable Represented Travel Trade Creditors by electronic mail or prepaid ordinary mail to the address known to the Travel Trade Creditor Representative forthwith and in no event later than 11:59 p.m. on the date that is two (2) Business Days after the date of receipt of the Claims Packages **and shall confirm the completion of such distribution to the Monitor and the Applicant in writing.**

Pursuant to the Meeting Order, the Monitor shall send Represented Creditor Information Packages to each Travel Trade Creditor Representative by regular mail, facsimile, courier or e-mail at the last known address (including fax number or email address) for such Travel Trade Creditor Representative set out in the books and records of the Applicant.

Pursuant to the Meeting Order, as soon as practicable after receiving the Represented Creditor Information Packages from the Monitor, each Travel Trade Creditor Representative shall distribute such Represented Creditor Information Packages to the Represented Travel Trade Creditors for which the Travel Trade Creditor Representative negotiated, in whole or in part, a contract or contracts pursuant to which a claim exists, by regular mail, facsimile, courier or e-mail at the last known address (including fax number or email address) for such Travel Trade Creditor Representative, **and shall confirm the completion of such distribution to the Monitor and the Applicant in writing.**

DATED at Toronto, this day of September, 2015.

KPMG Inc., Court-appointed Monitor of TravelBrands Inc.

Claims Process

333 Bay Street, Suite 4600

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Bay Adelaide Centre
Toronto, ON M5H 2S5
Attention: Philip J. Reynolds / Anamika Gadia
Telephone: 416-777-8040 (Toronto local) / 1-855-222-8084 (toll-free)
Fax: 416-777-8818
Email: pjreynolds@kpmg.ca / agadia@kpmg.ca

If you have any questions regarding the above or other matters relating the Applicant's CCAA proceedings, you may contact the Monitor by telephone at 416-777-8040 (Toronto local) or 1-855-222-8084 (toll-free) or by email at TBcreditorinquiries@kpmg.ca.

SCHEDULE “J”**TRAVEL TRADE CREDITOR REPRESENTATIVES**

- AHR Hospitality Partners, Inc trading as Aqua-Aston Hospitality
- AMResorts Inc.
- Atlantis, Paradise Island
- Barcelo Hotels and Resorts
- Blau Hotels & Resorts
- Caesars Entertainment
- Catalonia Hotels & Resorts
- Couples Hotels & Resorts
- Crown Paradise – Arriva Hospitality Group
- Grupo Blue Bay
- Grupo Cubanacan
- Grupo Gaviota
- Grupo Posadas
- Hedonism II
- Hilton Hotels International
- Hilton Hawaii
- Hoteles Solaris de Mexico
- Hyatt Resorts in Hawaii
- Playa Resorts Management
- IBEROSTAR Hotels & Resorts
- Ocean by H10 Hotels
- Majestic Resorts
- Occidental Hotels & Resorts
- Outrigger Hotels Hawaii
- Palace Resorts – International Hotels Reservations (IHR)
- Palladium Hotel Group
- Parnassus Resorts
- Melia Hotels International
- Melia Hotels Internacional - Cuba

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- Sirenis Hotels & Resorts
- Starwood Hotels & Resorts in Hawaii
- Starwood Hotels New York
- SuperClubs Breezes Resort & Spa Bahamas
- SuperClubs Cuba
- Sunset Resorts
- Valentin Hotels
- Unique Vacations Inc.
- Westin Golf Resort & Spa Playa Conchal
- Budget Rent A Car
- Vanguard Car Rental USA
- Alamo Rent A Car Inc.
- Disney Destinations
- GTA Americas
- DTG Operations Inc.
- DTG Operations Inc – Dollar Thrifty USA
- Sheraton New York Hotel & Towers
- Avis Rent A Car
- HotelBeds USA
- Travco
- Travco LLP
- Disneyland Resort
- Avis USA
- Bonotel Exclusive Travel
- Universal City Development Partners
- Pestana Cayo Coco Beach Resort
- Best Western French Quarter Landmark Hotel
- Fox Rent A Car
- Europcar U.K. Ltd.
- Hilton Hawaiian Village
- Hertz Canada
- Avis Canada

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- Legoland California
- Howard Johnson Hotel Water Playground
- Hertz Corporation USA
- The Hertz Corporation
- Hertz Canada Vehicles Partnership Rental
- Seaworld of Florida
- Hilton Hasbrouck Heights
- Avis Autonoleggi/Intesa Sanpalo Cabo
- Avis Car Inc.

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

Court File No.: CV-15-10980-
00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TRAVELBRANDS
INC.**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

Osler, Hoskin & Harcourt LLP

Barristers & Solicitors

P. O. Box 50

1 First Canadian Place

Toronto ON M5X 1B8

John A. MacDonald

LSUC# 25884R

Tel: 416.862.5672

Marc Wasserman

LSUC# 44066M

Tel: 416.862.4908

Michael DeLellis

LSUC#48038U

Tel: 416.862.5997

Fax: 416.862.6666

Lawyers for the Applicant