

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.) MONDAY, THE 15TH DAY
)
JUSTICE NEWBOULD) OF JUNE, 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. (the "Applicant")

ORDER

THIS MOTION, made by 75 Eglinton Avenue East Limited Partnership (the "**Landlord**") for an Order amending the Initial Order made by this Honourable Court in this proceeding dated May 27, 2015 was heard this day at 330 University Avenue, in the City of Toronto.

UPON READING the Affidavit of Carl J.F. Stetler sworn on June 12, 2015 and upon being advised of the consent of the Landlord and the Applicant and of the support of the Monitor:

1. **THIS COURT ORDERS** that, notwithstanding the provisions of the Initial Order including, without limitation, paragraph 15 of the Initial Order, the Landlord is authorized and empowered (but not obligated), without providing notice to or requiring the consent of the Applicant, to:

- (a) offer premises in the building owned by the Landlord located at 75 Eglinton

Avenue East, Toronto (the “**Building**”) and leased by the Landlord to the Applicant pursuant to the Lease dated March 28, 2008 (as amended, the “**Lease**”) to prospective tenants;

- (b) market the premises in the Building to prospective tenants, subject to the rights of the sub tenants in the Building;
- (c) retain, in the Landlord’s sole and unfettered discretion, a broker or brokers to market the premises in the Building;
- (d) have complete and unfettered access to the Building, subject to the rights of the sub tenants in the Building; and
- (e) deal with the existing sub tenants in the Building as the Landlord sees fit, including, without limitation, collecting rent (which will be credited to the Applicant’s rent obligations under the Lease), negotiate and enter into extensions, expansions or reductions of those sub leases that the Landlord and the sub tenant in question agree upon.

2. **THIS COURT ORDERS** that the Applicant shall forthwith provide to the Landlord and its broker or brokers all written communications and expressions of interest received by the Applicant from prospective sub tenants and all materials, presentations and documents delivered to prospective sub tenants. The Applicant shall also forthwith provide to the Landlord and its broker or brokers all communications and written expressions of interest that the Applicant may receive after the date of this Order from prospective sub tenants in respect of the Building or the Lease.

3. **THIS COURT ORDERS** that the Applicant shall not be entitled access to the Building

and shall not remove any of the Applicant's property, assets or undertaking from the Building without the prior written consent of the Landlord.

4. **THIS COURT ORDERS** that, in respect of the Building and without releasing the Applicant of its obligations under the Lease and this Order, all sub tenants of the Applicant who, prior to the date of the Initial Order, paid rent to the Applicant are hereby directed to pay rent directly to the Landlord from and after the effective date of the disclaimer of the Lease in accordance with such payment instructions as may be agreed upon between the Landlord and such sub tenant. The Applicant shall forthwith pay to the Landlord all payments received from sub tenants on account of rent from and after the effective date of the disclaimer of the Lease.

5. **THIS COURT ORDERS** that the making of this Order and the exercise by the Landlord of its rights under this Order shall be without prejudice to the rights of the Landlord pursuant to the Lease and the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the "CCAA"), including, without limitation, the right to oppose any subsequent steps taken or relief sought by the Applicant in these CCAA proceedings (except for in respect of the Applicant's disclaimer of the Lease).

6. **THIS COURT ORDERS** that the making of this Order and the exercise by the Landlord of its rights under this Order shall be without prejudice to and not diminish the Applicant's obligation to comply with the Lease and discharge its obligations under the Lease, including paying rent and maintaining insurance in accordance with the Lease, in accordance with paragraph 9 of the Initial Order.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO.
LE / DANS LE REGISTRE NO.:

 JUN 15 2015



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

Proceedings commenced at Toronto

ORDER

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