

**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.**

**THIRD REPORT OF THE MONITOR  
KPMG INC.**

**DATED SEPTEMBER 24, 2015**

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## INTRODUCTION

1. On May 27, 2015, TravelBrands Inc. (“**TravelBrands**” or the “**Company**”) filed an application with the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCA**”).
2. On the same date, this Court granted an initial order (the “**Initial Order**”) which provides for, among other things, the appointment of KPMG Inc. as Monitor of the Company (“**KPMG**” or the “**Monitor**”) in the CCA proceedings (the “**CCA Proceedings**”) and a stay of proceedings until June 26, 2015, or such later date as this Court may order (the “**Stay Period**”). In connection with the Company’s application for protection under the CCA, KPMG in its then-capacity as the proposed monitor, provided the Court with a pre-filing report (the “**Pre-Filing Report**”) dated May 27, 2015.
3. On June 15, 2015, the Court issued an order, *inter alia*, permitting the Landlord (as defined below) to market the premises located at 75 Eglinton Avenue East, Toronto (“**75 Eglinton**”), and to collect rent directly from subtenants.
4. On June 23, 2015, the Monitor filed its first report to the Court (the “**First Report**”) which provided an update in connection with the Company’s restructuring and proposed sale process.
5. On June 24, 2015, the Court issued three orders: (a) an Amended and Restated Initial Order (the “**Amended and Restated Initial Order**”), which amended the provision dealing with the priority of the Court-ordered charges to confirm that such charges do not apply to customer trust funds; (b) an order vesting all right, title and interest in the Company’s property located in the building at 75 Eglinton, in the Landlord; and (c) an order (i) extending the Stay Period until August 17, 2015, and (ii) providing certain protections to the Bank of Montreal (“**BMO**”) relating to the settlement of wire transfers, automatic clearing house transactions or electronic funds transfers, as well as providing that no bankruptcy or receivership application shall be made by certain parties without two days advance notice to BMO.

6. On August 13, 2015, the Monitor filed its second report to the Court (the “**Second Report**”) which provided an update on, among other things, some of the Company’s key stakeholders; the review of the security of the direct parent of TravelBrands, 2224855 Ontario Inc. (“**Holdco**”) conducted by the Monitor and its counsel; and an update on the Company’s proposed sale process.

7. On August 14, 2015, the Court granted an order extending the Stay Period until and including September 30, 2015.

8. Certain other recent events in these CCAA Proceedings are described below under the heading “Update Regarding Certain Key Stakeholders and Other Matters”, including:

- a. The disclaimer of the lease of a property located at 75 Eglinton (the “**75 Eglinton Lease**”), and a subsequent settlement (the “**Landlord Settlement**”) between TravelBrands and the 75 Eglinton landlord (the “**Landlord**”);
- b. The negotiation of an amending agreement (the “**Amending Agreement**”) pursuant to which the terms of the Sears Agreement (defined below) have been further amended; and
- c. The appointment of the Company’s new chief executive officer.

9. The Monitor’s reports (the “**Reports**”), all orders issued by the Court, all documents filed with the Court and all notices relating to these CCAA Proceedings are available on the Monitor’s website at: [www.kpmg.com/ca/travelbrands](http://www.kpmg.com/ca/travelbrands).

## **PURPOSE**

10. The purpose of this third report of the Monitor (the “**Third Report**”) is to provide the Court and the Company’s stakeholders with:

- a. Background information in respect of TravelBrands;
- b. An update on the financial performance of the Company, including:
  - i) The Company’s actual receipts and disbursements for the six-week period ended September 18, 2015; and

- ii) The September Cash Flow Forecast (defined below);
- c. An overview of the plan of arrangement or compromise dated September 21, 2015 (the “**Plan**”);
- d. An overview of the proposed process for soliciting, determining and (if necessary) adjudicating disputes relating to claims against the Company and any of the Company’s current or former directors and officers (the “**Claims Process**”);
- e. An overview of the proposed procedure for the conduct and administration of the Meeting (defined below) proposed to be held on October 30, 2015;
- f. An update regarding certain key stakeholders and other matters;
- g. An update regarding the Company’s request for an extension of the Stay Period; and
- h. The Monitor’s observations and recommendations.

11. In preparing this report, the Monitor has considered its statutory responsibilities under sections 23(1)(d.1) and 23(1)(i) of the CCAA and was guided by (among other things) the Standard of Practice No. 09-7 (*Plan of Compromise or Arrangement*) that was approved, ratified and confirmed by the Canadian Association of Insolvency and Restructuring Professionals on August 21, 2009 (the “**Standard**”). The Monitor’s review of any potential preferences, fraudulent conveyances or other transactions at undervalue is still in progress. The Monitor intends to report to this Court and to the Company’s stakeholders on the outcome of its review and any conclusions reached by the Monitor prior to the date of the Meeting in accordance with the CCAA and the Standard.

## **TERMS OF REFERENCE**

12. In preparing this Third Report and making the comments herein, the Monitor has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Company, discussions with management of the Company (“**Senior Management**”) and information from other third-party sources (collectively, the

“**Information**”). Except as otherwise described in this Third Report, in respect of TravelBrands’ cash flow forecast:

- a. The Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Monitor expresses no opinion or other form of assurance in respect of the Information; and
  - b. Some of the information referred to in this Third Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the *Chartered Professional Accountants Canada Handbook*, has not been performed.
13. Future oriented financial information referred to in this Third Report was prepared based on Senior Management’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections. Even if the assumptions materialize, the variations could be significant.
14. The information contained in this report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Company.
15. Additional information regarding the matters discussed herein is set forth in the affidavit of Francesco DeMarinis sworn September 21, 2015 (the “**DeMarinis Affidavit**”).
16. Capitalized terms not defined in this Third Report are defined in the Reports, the Amended and Restated Initial Order, the affidavit of Francesco DeMarinis sworn May 26, 2015 (the “**Initial Affidavit**”), the DeMarinis Affidavit and/or the Plan.
17. Unless otherwise stated all monetary amounts contained in this report are expressed in Canadian dollars, which is the Company’s common reporting currency.

## **BACKGROUND INFORMATION ON THE COMPANY**

18. The Company is a leading Canadian operator of wholesale travel services and retail travel agencies. The Company includes a range of leisure travel-related services, including ten tour operator wholesale brands (Holiday House, FunSun Vacations, Sunquest, Encore Cruises, Boomerang Tours, ALBATours, Exotik Tours, Intair, Network and Carte Postale) serving destinations across the world and five retail travel agency and call-centre brands (BelAir Travel, Sears Travel, Last Minute Club, Wholesale Travel Group and Sunquest).

19. The Company is the indirect subsidiary of Red Label Vacations Inc. (“**Red Label**”), which is a leading Canadian provider of online retail travel agency services. Red Label indirectly purchased the Company in 2013 and has worked since then to complete a significant operational restructuring. This restructuring involved, among other things, addressing two legacy contracts that were materially impairing the financial performance of the Company: (a) a seven-year revenue sharing arrangement with Sears Canada Inc. (“**Sears**”) for the operation of Sears Travel, entered into in 2011 (as subsequently amended, the “**Sears Agreement**”); and (b) the 75 Eglinton Lease, which is for an entire seven-floor building that has remained largely vacant since December 2013. As described in greater detail below, the Company has addressed these contracts during these CCAA proceedings.

20. As described in greater detail in the Initial Affidavit, despite the operational restructuring efforts, the Company continued to lose money since it was acquired by Red Label. The Company was dependent on ongoing material financial support from Red Label in order to meet its liabilities as they become due. The Monitor understands that, prior to the commencement of these CCAA Proceedings, Red Label’s board of directors was not prepared to continue funding and financially supporting the Company in its then-current circumstances on the same basis that it had provided support in the past. In the absence of Red Label funding and financial support, the Company was unable to meet its liabilities as they became due and was, therefore, insolvent.

### Material Assets and Liabilities

21. The Company and its two subsidiaries report their financial results on a consolidated basis. According to the Company’s books and records, as at August 31, 2015, the Company had total consolidated assets with a net book value of \$122.2 million, including (among other assets):



<b>Asset</b>	<b>Amount (approximate)</b>
Operating cash	\$12.8 million
Restricted cash	\$20.3 million
Cash in trust	\$18.9 million
Accounts receivable	\$9.1 million
Prepaid tour costs and deposits	\$47.1 million

22. As at August 31, 2015, the Company had total consolidated liabilities of \$182.8 million, including (among other liabilities):

<b>Liability</b>	<b>Amount (approximate)</b>
Accounts payable and accrued liabilities	\$50.3 million
Customer deposit liability	\$56.4 million
Intercompany Note <sup>1</sup>	\$71.7 million

#### Causes of Financial Difficulties

23. As described in greater detail in the Initial Affidavit, the Company was severely unprofitable at the time of its acquisition by Red Label in May 2013. Since that time, revenues generated by the majority of the Company's banners either remained relatively unchanged or declined on a year-over-year basis, while the Company's margins across all operating divisions have been reduced. The Company's overall financial position continued to worsen leading up to the commencement of these CCAA Proceedings.

#### Restructuring Efforts Leading Up to the Proposed Plan

24. The Monitor understands that before the start of the CCAA Proceedings, the Company took steps to address its liquidity issues, including attempting to negotiate consensual resolutions with Sears and the Landlord. These efforts, which are described in greater detail in the Initial Affidavit, were not successful.

#### Additional Background Information

25. Further information about the Company, including about its recent financial results and material assets and liabilities, is contained in the Initial Affidavit and the Reports.

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<sup>1</sup> The Intercompany Note represents the secured debt owed by TravelBrands to Holdco.

## UPDATE ON THE COMPANY'S FINANCIAL PERFORMANCE

### Cash Flow Results Relative to Forecast

26. Cash receipts and disbursements for the six-week period ended September 18, 2015 (the “Reporting Period”), as compared to the cash flow forecast previously filed in the Second Report of the Monitor dated August 13, 2015 (the “August Cash Flow Forecast”) are summarized in the table below:

<b>TravelBrands Inc. Summary of actual receipts and disbursements For the six week period ending September 18, 2015 Presented in thousands of Canadian dollars (000's)</b>	<b>Total Actuals 18-Sep-15</b>	<b>Total Forecast 18-Sep-15</b>	<b>Variance Actual v. Forecast Dollars</b>
<b>CASH IN TRUST</b>			
<b>Cash receipts</b>			
Inflows from customer deposits for travel services	50,927	47,253	3,674
<b>Cash disbursements</b>			
Outflows to travel and other suppliers	(32,336)	(33,744)	1,408
<b>Net trust cash flow</b>	<b>18,591</b>	<b>13,509</b>	<b>5,081</b>
Opening balance of cash in trust	16,721	16,721	-
Net trust cash flow	18,591	13,509	5,081
Outflows to operating cash	(13,359)	(13,744)	384
<b>Ending balance of cash in trust</b>	<b>21,953</b>	<b>16,487</b>	<b>5,466</b>
<b>OPERATING CASH</b>			
<b>Cash receipts</b>			
Inflows from accounts receivable and customer rebates	1,940	3,190	(1,250)
Inflows from cash in trust	13,359	13,744	(384)
<b>Total operating cash receipts</b>	<b>15,299</b>	<b>16,933</b>	<b>(1,634)</b>
<b>Cash disbursements</b>			
Outflows to travel suppliers, rent, payroll, professional fees and other	(18,259)	(12,504)	(5,755)
<b>Net operating cash flow</b>	<b>(2,960)</b>	<b>4,429</b>	<b>(7,389)</b>
Opening balance of operating cash	8,080	8,080	-
Net operating cash flow	(2,960)	4,429	(7,389)
Red Label funding (Commitment Agreement)	-	2,000	(2,000)
<b>Closing balance of operating cash</b>	<b>5,119</b>	<b>14,509</b>	<b>(9,389)</b>

27. As at September 18, 2015, the aggregate balance in TravelBrands' trust accounts totaled \$5.5 million greater than projected in the August Cash Flow Forecast. The Company's operating cash was \$9.4 million less than forecast.

28. Senior Management attributes the favourable trust cash variance to greater than expected customer deposits (receipts held in trust for future customer travel) combined with lower than anticipated supplier payments out of trust monies during the Reporting Period (payments to suppliers which are required prior to a customer's departure) and the timing of completion of customer travel which triggers surplus trust monies to be released into operating cash for use by

the Company for general operating purposes. It is anticipated that the variances in the supplier payments will reverse in the coming weeks as the Company continues to prepay for many of its travel obligations.

29. The less-than-forecast operating cash balance is primarily attributable to supplier payments being greater than forecast, as well as to lower-than-forecast accounts receivable collections and greater than forecast outflows for selling, general and administrative expenses and professional fees. The greater than forecast supplier payments are partially the result of a deposit paid to Sears under the Amending Agreement that was not included in the August Cash Flow Forecast. The remainder of the variances, inclusive of the account receivable and selling, general and administrative expenses, are due to timing and are expected to reverse in future weeks.

30. The August Cash Flow Forecast included an expected cash inflow from Red Label of \$2.0 million pursuant to the Commitment Agreement (half of the \$4.0 million available) during the week ended September 18, 2015. The Company continues to have sufficient liquidity to fund operations without a draw on funds available through the Commitment Agreement. In addition, Senior Management has advised the Monitor that further funding from Red Label will not be necessary to ensure continued compliance with working capital covenants required by TICO (defined below), IATA (defined below) and BMO. Therefore, the Commitment Agreement remains undrawn at the date of this Third Report.

31. Further detail of the actual receipts and disbursements during the Reporting Period, as compared to the August Cash Flow Forecast is attached hereto as **Appendix “A”**.

32. The Initial Order entitled TravelBrands to continue to utilize the existing Cash Management System, as described in the Pre-Filing Report. The Cash Management System continues to operate in the same manner as described in the Initial Order Affidavit.

#### September Cash Flow Forecast

33. The Company, with the assistance of the Monitor, has prepared an updated 12-week cash flow forecast (the “**September Cash Flow Forecast**”) for the period from September 19, 2015 to December 11, 2015 (the “**Forecast Period**”). A copy of the September Cash Flow Forecast,

together with Notes and Summary of Assumptions is attached as **Appendix “B”**. A summary of the September Cash Flow Forecast is set out in the following table:

<b>TravelBrands Inc. Weekly cash flow forecast For the period September 19 to December 11, 2015 Presented in thousands of Canadian dollars (000's)</b>	<b>Total 12 weeks</b>
<b>CASH IN TRUST</b>	
<b>Cash receipts</b>	
Inflows from customer deposits for travel services	115,559
<b>Cash disbursements</b>	
Outflows to travel and other suppliers	(81,380)
<b>Net trust cash flow</b>	<b>34,179</b>
Opening balance of cash in trust	21,953
Net trust cash flow	34,179
Outflows to operating cash	(23,465)
<b>Ending balance of cash in trust</b>	<b>32,666</b>
<b>OPERATING CASH</b>	
<b>Cash receipts</b>	
Inflows from accounts receivable and customer rebates	7,054
Inflows from cash in trust	23,465
<b>Total operating cash receipts</b>	<b>30,519</b>
<b>Cash disbursements</b>	
Outflows to travel suppliers, rent, payroll, professional fees and other vendors	(29,041)
<b>Net operating cash flow</b>	<b>1,478</b>
Opening balance of operating cash	5,119
Net operating cash flow	1,478
Red Label funding (Commitment Agreement)	-
<b>Closing balance of operating cash</b>	<b>6,597</b>

34. The Monitor notes the following in respect of the September Cash Flow Forecast:
- a. The Company’s cash position as at September 19, 2015 was approximately \$22.0 million of cash held in trust and \$5.1 million of operating cash;
  - b. In respect of operating cash, TravelBrands’ September Cash Flow Forecast estimates that during the Forecast Period, TravelBrands will have total receipts of approximately \$30.5 million and total disbursements of approximately \$29.0 million resulting in a net cash inflow of approximately \$1.5 million;
  - c. The September Cash Flow Forecast does not include any funding from Red Label pursuant to the Commitment Agreement. Based on the September Cash Flow Forecast, the Company does not expect that it will require funding from Red Label to satisfy ongoing operating costs, and Senior Management believes that funding from Red Label will not be necessary to ensure continued compliance with working

capital covenants required by TICO, IATA and BMO. Accordingly, there are no draws under the Commitment Agreement reflected in the September Cash Flow Forecast; and

- d. During the Forecast Period, the Monitor understands that the Company will continue to make payments for goods and services supplied post-filing, as permitted by the Initial Order.

35. In accordance with the Initial Order, the Monitor expects the Company will continue to pay all amounts, whether incurred pre- or post-filing, owing to travel agents and, with the consent of the Monitor and Red Label, certain pre-filing payments to key suppliers that the Company considers to be critical to the business.

## **THE PLAN**

36. The Company has developed the Plan, which was served on the Service List in these CCAA Proceedings on September 21, 2015, and which has been filed with the Court.

### Material Terms of the Plan

37. The material terms and conditions of the Plan are summarized below. Reference should be made directly to the Plan (a copy of which is attached hereto as **Appendix “C”** and is posted on the Monitor’s website for these CCAA Proceedings) for a complete understanding of its terms.

38. The Plan provides that all Affected Creditors will be paid 100% of their Allowed Affected Claim (including claims against the Company and the Company’s current and former directors and officers) in full consideration for the irrevocable, final and full compromise and satisfaction of such Affected Creditor’s Affected Claim, as follows:

- a. Each Creditor having a Convenience Claim (i.e. an Affected Claim that is not more than CDN \$15,000, provided that (i) any Claim denominated in a foreign currency will be converted to Canadian dollars at the Bank of Canada noon spot exchange rate (if available) or the spot exchange rate in effect on the Filing Date for the sole purpose of determining whether or not it is less than or equal to CDN \$15,000; (ii) Creditors shall not be entitled to divide a Claim for the purpose of qualifying such

Claim as a Convenience Claim, and (iii) no Restructuring Period Claim shall constitute a Convenience Claim) will receive 100% of the distribution in respect of that Convenience Claim on or shortly after the Plan Implementation Date;

- b. The Landlord and Sears will receive their distributions in accordance with the terms of the Landlord Settlement and the Amending Agreement, as applicable; and
- c. The Company will distribute to each other Affected Creditor with an Allowed Affected Claim:
  - i) 60% of the amount of its Allowed Affected Claim by no later than January 31, 2016; and
  - ii) 40% of the amount of its Allowed Affected Claim by no later than November 30, 2016.

39. From its review of the Company's books and records, the Monitor estimates that the aggregate value of Affected Claims is as follows:

<b>Affected Creditor</b>	<b>Value of Claims</b>
Trade Creditors	\$11,299,350.24
Employees	\$786,321.13
Sears	\$6,208,846.28
Landlord	\$15,000,000.00
<b>Total</b>	<b>\$33,294,517.65</b>
Convenience Claims (included above)	\$1,864,449.98

40. The Company will be establishing a reserve based on Disputed Convenience Claims on Plan implementation. Additional funds will be contributed to the reserve on January 31 and November 30, 2016, based on Disputed Claims at that time. Following the resolution of Disputed Distribution Claims by the Court or pursuant to such alternative dispute resolution mechanism as may be ordered by the Court or as agreed to by the Monitor, the Company and the applicable

Creditor, the Company will disburse funds from the Disputed Distribution Claims Reserve to the applicable Affected Creditor in accordance with the Plan.

#### Unaffected Creditors

41. The Plan affects only the claims of “Affected Creditors” of the Company. Unaffected Claims include, among other things, Crown Claims; any claims secured by the Court-ordered Charges established pursuant to the Initial Order; claims covered by insurance; secured claims and Intercompany Claims.

#### Classification of Creditors

42. For purposes of voting and receiving distributions under the Plan, the Plan provides for a single consolidated class of creditors, which will be composed of all of the Affected Creditors (the “**Affected Creditors’ Class**”).

#### Releases

43. The Plan provides for broad releases in favour of the Company, the Company’s employees and contractors, the Directors and Officers, the Monitor, the Monitor’s counsel, the Company’s counsel and each and every present and former shareholder, affiliate, subsidiary, director, officer, member, partner, employee, auditor, financial advisor, legal counsel and agent of any of the foregoing Persons. Pursuant to the Plan, the releases become effective on the Plan Implementation Date.

#### Material Conditions Precedent to Plan Implementation

44. Implementation of the Plan is subject to the satisfaction or waiver of various conditions precedent, including (among other things):

- a. There are no current or threatened legal proceedings that restrain, impede or prohibit (or could reasonably be expected to restrain, impede or inhibit) the Plan or any part thereof, or require or purport to require a variation of the Plan;
- b. The Plan must be approved by a majority in number of Affected Creditors representing at least two-thirds in value of the Voting Claims of Affected Creditors

who are entitled to vote at the Meeting and who are present and voting in person or by proxy on the resolution approving the Plan at the Meeting;

- c. A Final Order of the Court has been granted that sanctions the Plan; and
- d. The Company and Red Label have entered into a funding agreement whereby Red Label has agreed to fund up to \$6 million on a revolving basis until December 31, 2016. These funds will be available to meet the Company’s necessary operating and other expenses that are incurred in a manner consistent with past practices, subject to customary terms and conditions precedent (the “**Funding Agreement**”).

**CLAIMS PROCESS**

45. The Company, in consultation with the Monitor, has developed the proposed Claims Process. The Company is seeking approval of the Claims Process by this Court.

Proposed Timeline for Claims Process

46. The proposed Claims Process contemplates the following timeline:

<b>Description of event</b>	<b>Date</b>	<b>Requirements</b>
Court date	28-Sep-15	
Publish notice of Claims Bar Date and Meeting of Creditors in newspaper	29-Sep-15	Published as soon as practicable upon Court approval for two (2) business days.
Claims Package is mailed to Creditors and/or Travel Trade Creditor Representatives	30-Sep-15	Mailed within two (2) business days of Court approval.
Deadline for the transfer or assignment of Claims	23-Oct-15	Deadline is five (5) business days prior to the Meeting.
Deadline for Creditors to submit a written request for an Information Package	27-Oct-15	Deadline is three (3) business days prior to the Meeting.
Claims bar date	28-Oct-15	

Notices of Claim

47. Pursuant to the proposed Claims Process, the Monitor will send Claims Packages to each Known Creditor (other than Represented Travel Trade Creditors, whose treatment is described below) that sets out the amount of that Known Creditor’s claim as shown in the books and records



of the Company. The Claims Package will be sent by electronic or prepaid ordinary mail to the address shown in the books and records of the Company forthwith and in no event later than 11:59 p.m. on the date that is two (2) Business Days after the issuance of the Claims Procedure Order.

48. Represented Travel Trade Creditors are sellers or suppliers of travel products or travel services to the Company whose Claims exist pursuant to a contract or contracts that have been negotiated (in whole or in part) on their behalf by a representative (the “**Travel Trade Creditor Representative**”). The Monitor understands that the majority of the Represented Travel Trade Creditors are hotels.

49. The Monitor understands that, due to the number and geographic distribution of the Represented Travel Trade Creditors, and because of language and other barriers, the Company does not deal directly with the Represented Travel Trade Creditors other than in very limited circumstances. Rather, the Company deals with the Travel Trade Creditor Representatives nominated by the Represented Travel Trade Creditors. The Monitor understands that, as described in greater detail in the DeMarinis Affidavit, Travel Trade Creditor Representatives have considerable authority to bind and/or act on behalf of the Represented Travel Trade Creditor(s) that they represent. The Company has advised the Monitor that these arrangements are consistent with standard practice in the travel industry.

50. To reflect the relationship between the Represented Travel Trade Creditors and the Travel Trade Creditor Representatives and in order to conduct the solicitation and determination of Claims in the most efficient manner possible, the proposed Claims Process contemplates the distribution of Claims Packages to the Travel Trade Creditor Representatives. On September 24, 2015, the Company sent each Travel Trade Creditor Representative a letter by email that: (a) explains that motion materials have been served in connection with the Company’s motion for (among other things) approval of the Claims Process and the proposed procedure for the conduct and administration of the Meeting; and (b) summarizes the role the Travel Trade Creditor Representative will be asked to play in the proposed process for soliciting votes under the Claims Process.

51. On or before September 30, 2015, the Monitor will send each Travel Trade Creditor Representative a separate e-mail in respect of each Represented Travel Trade Creditor for which

the Travel Trade Creditor Representative negotiated, in whole or in part, the contract or contracts pursuant to which a Claim exists. Each such e-mail will include the following documents:

- a. The Represented Creditor Information Package (which will include an Information Statement, Notice of Meeting, and Represented Creditor's Proxy);
- b. The Claims Package (which will include a Notice of Dispute of Claim and an Instruction Letter); and
- c. A Notice of Claim;

for distribution to each of the Represented Travel Trade Creditors.

52. On or before October 2, 2015, the Travel Trade Creditor Representatives shall send the Claims Packages received from the Monitor to each of the applicable Represented Travel Trade Creditors by e-mail to the address known to the Travel Trade Creditor Representative, with copies to the Monitor and a representative of the Company.

#### Deemed Claims

53. Under the proposed Claims Process, a Known Creditor will be deemed to have accepted the valuation of its Claim(s) as set out in the Notice of Claim for voting and distribution purposes unless it or its Travel Trade Creditor Representative (if applicable) delivers to the Monitor a Notice of Dispute by no later than 5:00 p.m. on October 28, 2015 (the "**Claims Bar Date**").

#### Unknown Creditors

54. The Monitor shall send a Claims Package to any creditor that is not known to the Company (each an "**Unknown Creditor**") who makes a written request 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.

#### Adjudication of Claims Against the Company

55. In the event that the Company, with the assistance of the Monitor, is unable to resolve a dispute regarding any Disputed Voting Claim or any Distribution Claim with a Known Creditor, the Company shall so notify the Monitor and the applicable Creditor. Thereafter, the Disputed

Voting Claim or Distribution Claim will 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 Company and the applicable Creditor. As described in greater detail below, to the extent that such Disputed Voting Claim has not been finally determined in accordance with the Claims Procedure by the date of the Meeting, the affected Creditor's vote with respect to its Disputed Voting Claim will be separately tabulated.

Deemed Proven Claims

56. Pursuant to the Plan and the Claims Procedure Order, Sears and the Landlord shall be deemed to have accepted Notices of Claim in the amount of \$6,208,846.28 and \$15,000,000, respectively.

**MEETING OF CREDITORS**

57. The Company, in consultation with the Monitor, has prepared a procedure for the conduct of the Meeting on October 30, 2015 at 10:00 a.m. (Toronto time) which the Company is seeking to have approved by this Court.

Notice to Creditors

58. Pursuant to the Meeting Order, the Monitor will provide notice of the Meeting as part of the Claims Packages and/or Represented Creditor Information Package to be sent to Creditors in the manner described above.

Proposed Timeline for Meeting of Creditors

59. The proposed Meeting Order contemplates the following timeline:

<b>Description of event</b>	<b>Date</b>	<b>Requirements</b>
Deadline for Creditors and Representatives to submit proxies	29-Oct-15	Deadline for submission is at 5:00 p.m. (EST) one (1) business day prior to the meeting.
Date for the Meeting of Creditors	30-Oct-15	
Deadline to request appearance at or to oppose the Sanction Order	05-Nov-15	Deadline is five (5) days prior to the Sanction Order date.
Sanction Order	10-Nov-15	

### Procedure for the Meeting

60. Pursuant to the Meeting Order, the Company will be authorized and directed to call, hold and conduct a meeting of the Affected Creditors of the Company (the “**Affected Creditors’ Class**”) to consider and vote on the Plan. The Meeting of the Affected Creditors’ Class is proposed to be held on October 30, 2015 at the offices of the Company’s counsel, Osler, Hoskin & Harcourt LLP, Suite 6300, 1 First Canadian Place, Toronto, Ontario, at 10:00 a.m. (Toronto time).

61. A representative of the Monitor will act as the chair of the Meeting (the “**Chair**”) and decide all matters relating to the rules, procedures and conduct of the Meeting in accordance with the terms of the Plan, the Meeting Order and any further order of this Court. The Chair may adjourn the Meeting at the Chair's discretion.

62. The only persons entitled to attend the Meeting are Eligible Voting Creditors (or their respective duly appointed proxyholders), representatives of the Monitor, the Company, all such parties’ financial and legal advisors, the Chair, Secretary and the Scrutineers, provided that an Eligible Voting Creditor (or its respective duly appointed proxyholder) and its financial and legal advisors shall only be entitled to notice of, attend or speak at the Meeting if such Eligible Voting Creditor is entitled to vote at the Meeting in accordance with the Meeting Order. Any other person may be admitted to the Meeting only by invitation of the Company or the Chair.

63. Any Represented Travel Trade Creditor that does not submit a Represented Creditor’s Proxy shall be deemed to have duly appointed their Travel Trade Creditor Representative to act for them as a proxyholder in respect of the Meeting and to vote the Represented Travel Trade Creditor’s Voting Claim or Disputed Voting Claim prior to or at the Meeting.

64. The quorum required at the Meeting shall be one Creditor, other than a Convenience Creditor, with a Voting Claim present at the Meeting in person or by proxy. If the requisite quorum is not present at the Meeting, then the Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

### Voting at the Creditors Meeting

65. The only Persons entitled to vote at the Meeting in person or by proxy are Affected Creditors with Voting Claims or Disputed Voting Claims.

66. A Person holding an Unaffected Claim is not entitled to vote on the Plan in respect of such Unaffected Claim.

67. The Monitor shall file a report with this Court after the Meeting or any adjournment thereof, as applicable, with respect to the results of the votes, including: (a) whether the Plan has been accepted by the Required Majority; and (b) whether the votes cast in respect of Disputed Voting Claims, if applicable, would affect the result of that vote.

#### **UPDATE REGARDING CERTAIN KEY STAKEHOLDERS AND OTHER MATTERS**

68. The Company has continued business operations in the normal course during the pendency of these CCAA Proceedings. Significant developments since the commencement of these CCAA Proceedings are described below.

##### Suppliers and Travel Agents

69. TravelBrands' suppliers and travel agents have continued to support the Company during the CCAA proceedings. The Company, with the assistance of the Monitor, continues to be in discussions with its critical suppliers and key agents, as required, in order to ensure that there is no disruption in the supply of travel services and no impact on TravelBrands' customers.

70. As provided for in the Amended and Restated Initial Order, TravelBrands continues to pay its suppliers of travel services all amounts owing for goods and services supplied during the CCAA proceedings. The Company has continued to pay travel agents in the ordinary course for services supplied to the Company prior to and since the date of the CCAA filing.

##### International Air Transport Association

71. As noted in the DeMarinis Affidavit, the Company, the Monitor and their respective counsel have continued to have discussions with the International Air Transport Association (“IATA”) and its counsel regarding TravelBrands' compliance with certain financial criteria (the “**IATA Financial Covenants**”) which are required to be met by the Company in order to participate in IATA's “billing and settlement plan” (“**BSP**”). The BSP is described in the Monitor's First Report.

72. As described in the Second Report, IATA had asked that the existing \$5.1 million letter of credit posted in favour of IATA remain in place while discussions regarding the Company's compliance with the IATA Financial Covenants and the need for and quantum of the letter of credit continue. Accordingly, TravelBrands extended the expiration date on the existing letter of credit to September 30, 2015.

73. TravelBrands, the Monitor and IATA were scheduled to meet in person in Miami, Florida on September 1, 2015 to discuss TravelBrands' compliance with the IATA Financial Covenants and any required changes to the existing letter of credit; however, the meeting was rescheduled to September 30, 2015 due to a potential hurricane in the Miami region. In order to provide time for further discussions with IATA, the Company has extended the expiration date on the existing \$5.1 million letter of credit from September 30, 2015 to October 31, 2015.

74. IATA is continuing to work with TravelBrands to resolve the matter and the Monitor is informed that IATA has assured TravelBrands that it will not revoke the Company's participation rights in the BSP while the letter of credit stays in place.

#### Travel Industry Council of Ontario

75. Since the start of the CCAA Proceedings, the Company and the Monitor have engaged in ongoing discussions with the Travel Industry Council of Ontario ("TICO"). The Company continues to comply with its timely financial reporting obligations to TICO.

#### 75 Eglinton Lease Property

76. On May 29, 2015, the Company, with the consent of the Monitor, delivered a disclaimer notice to the Landlord. The Landlord did not object to the disclaimer within fifteen days of the disclaimer notice being delivered, and the disclaimer became effective as of June 28, 2015.

77. In its Second Report, the Monitor noted that TravelBrands and its counsel were engaged in without prejudice meetings and conference calls with the Landlord and its counsel regarding a possible settlement. The discussions have resulted in the Landlord Settlement, which will be formalized through an agreement which is currently being discussed amongst the parties. The Monitor is informed that the Company expects that the Landlord Settlement will be documented in the near term.

78. The Landlord Settlement provides for the settlement of claims and potential claims of the Landlord against TravelBrands and certain related parties. Pursuant to the Landlord Settlement: (a) Holdco will make various payments, up to a maximum capped amount, to the Landlord over the next ten years and the quantum of those payments will be, in part, contingent on TravelBrands financial performance; (b) TravelBrands will provide the Landlord with a secured guarantee of Holdco's obligations under the Landlord Settlement; and (c) the Landlord agreed to support any plan of compromise or arrangement that provides for treatment of the Landlord which is consistent with the terms of the Landlord Settlement.

79. The Monitor is of the view that the Landlord Settlement, if executed on the terms described above, represents a positive resolution to matters between TravelBrands and the Landlord. Further, the Monitor notes that the aggregate agreed amount of the Landlord's potential recovery under the Landlord Settlement is less than the amount of the Landlord's damage claim.

#### Sears

80. As described in the Second Report, TravelBrands was engaged in lengthy negotiations with Sears regarding go-forward business arrangements. The negotiations between TravelBrands and Sears led to the Amending Agreement, pursuant to which the terms of the Sears Agreement have been further amended so that (among other things):

- a. The Company and Sears will share earnings generated by Sears Travel;
- b. The Company is no longer required to make minimum annual commission payments to Sears;
- c. The Company and Sears granted each other certain conditional releases from liabilities arising from occurrences prior to the date of the Amending Agreement, being July 6, 2015; and
- d. The release of all actual or potential claims against the Company is conditional upon the implementation of a Plan or other occurrence in the CCAA Proceedings satisfactory to Sears, acting reasonably, whereby the Company continues to be bound by the Amending Agreement.

81. The Monitor is of the view that the Amending Agreement is commercially reasonable, mitigates the negative financial impact of TravelBrands' existing license agreement with Sears, and allows the Company to continue to operate the Sears Travel business going forward. The Monitor notes that Sears' claim represents the royalty and other payments that were due and unpaid under the Sears Agreement at the date of filing and are not being paid pursuant to the Amending Agreement.

#### Appointment of New Chief Executive Officer

82. As of September 14, 2015, TravelBrands appointed Zeina Gedeon ("**Ms Gedeon**"), former President and Chief Executive Office of Air Canada Vacations, to the role of Chief Executive Officer. The role was previously jointly held by Francesco DeMarinis, Joe DeMarinis and Enzo DeMarinis (the "**DeMarinis Brothers**").

83. The Monitor is informed that Ms Gedeon is expected to bring experienced travel industry leadership from her time at Air Canada Vacations, as well as shape the Company's focus on technology and product development. The Monitor understands that the DeMarinis Brothers will continue to be involved in the Company, focusing more on TravelBrands' strategic growth.

#### Concerns Raised by a TravelBrands Customer

84. On August 13, 2015, the Monitor was contacted by a customer of the Company whose overseas tour had been cancelled due to a lack of sufficient demand. The customer raised concerns regarding the impact of the cancellation on his travel plans and requested the Monitor's assistance in seeking recompense from TravelBrands. The Monitor made inquiries with TravelBrands on the customer's behalf. The customer has since sent a number of emails to the Monitor and other individuals at KPMG seeking further information. The Monitor has attempted to answer these questions through phone calls with the customer. On September 15, 2015, the customer emailed an affidavit to the Service List in these CCAA proceedings and attempted to file the affidavit with the Court. In the Monitor's view, the customer's concerns have been adequately addressed by the Company's actions and no further action by the Monitor is warranted.



## **COMPANY'S REQUEST FOR AN EXTENSION OF THE STAY PERIOD**

85. Pursuant to the Initial Order, the Stay Period expired on June 26, 2015, or such later date as this Court may order. Subsequent Orders of the Court have extended the Stay Period, with the current Stay Period set to expire on September 30, 2015.

86. A further extension of the Stay Period until December 11, 2015 is necessary in order to afford the Company an opportunity to execute on and implement the Plan.

87. It is the Monitor's view that based on the September Cash Flow Forecast, the Company will have sufficient available cash resources during the requested Stay Period.

88. Based on the information presently available, the Monitor believes that creditors will not be materially prejudiced by an extension of the Stay Period to December 11, 2015.

89. The Monitor is not aware of any non-compliance by the Company with requirements under the CCAA or pursuant to any Order issued by this Court in the CCAA Proceedings. The Monitor also believes that the Company has acted, and is continuing to act, in good faith and with due diligence and that circumstances exist that make an extension of the Stay Period appropriate.

## **MONITOR'S OBSERVATIONS AND RECOMMENDATIONS**

### Monitor's Review of the Fairness and Reasonableness of the Plan

90. Pursuant to section 23(1)(i) of the CCAA, the Monitor is required to advise the court on the reasonableness and fairness of any compromise or arrangement that is proposed between the Company and its creditors. In considering the fairness and reasonableness of the Plan, the Monitor considered a comparison of the treatment of Creditors' claims under the Plan against the anticipated treatment of those claims under the most likely alternatives to the Plan. The Monitor notes that pursuant to the Plan the Creditors are anticipated to receive payment of 100% of their claims over time.

### *Sale Process*

91. As discussed in the Monitor's previous reports to Court, the Company had considered conducting a sale process whereby prospective purchasers would have the opportunity to bid for

some or all of the Company's assets (the "**Sale Process**"). The Sale Process contemplated the ability for Holdco to submit a credit bid in respect of some or all of its secured debt.

92. As a result of TravelBrands' progress in its restructuring efforts since the commencement of the CCAA Proceedings, including the successful negotiation of the Amending Agreement with Sears and the Landlord Settlement with the Landlord, the Company, in consultation with the Monitor, investigated its ability to instead restructure the balance sheet and operations of the Company by way of a plan of compromise or arrangement.

93. In comparing the Plan to the proposed Sale Process, the Monitor is of the view that under the Sale Process, there is significant uncertainty with respect to: (a) whether the proceeds from the Sale Process would be sufficient to repay in full the approximately \$71.7 million in secured debt owing to Holdco and thereby provide any return to the Company's unsecured creditors; and (b) whether a potential purchaser of TravelBrands' assets would assume any of the Company's unsecured liabilities as part of the transaction.

94. TravelBrands, in consultation with the Monitor, concluded that the restructuring could be achieved through a plan of compromise or arrangement while providing full recovery for its Creditors and better continuity in the operation of the business for the benefit of employees, customers and other stakeholders as compared to the proposed Sale Process.

95. For the reasons noted above, the Monitor is of the view that the Plan is more beneficial to the Company's creditors and other stakeholders and offers the Company's creditors with greater certainty, and, given the anticipated distributions under the Plan, likely a far more favourable recovery than the Sale Process.

#### *Bankruptcy of the Company*

96. The Monitor also considered whether it would be more beneficial to the Company's creditors if bankruptcy proceedings in respect of the Company were taken under the *Bankruptcy & Insolvency Act* (the "**BIA**") rather than under the Plan.

97. Based on a review of TravelBrands' financial statements and inquiries with Senior Management, the Monitor determined that the Company's fixed assets and accounts receivable

would likely have limited value on a liquidation basis. Furthermore, the majority of the Company's most significant assets, including cash in trust and prepaid tour costs, are segregated for the satisfaction of future customer travel and would need to be refunded to customers if the related travel services were not honoured and therefore would not be available to satisfy the claims of the Company's creditors in a bankruptcy.

98. In the Monitor's view, realizations from a bankruptcy would provide limited recovery for the Company's creditors. Further, the Company's assets available for realization are subject to security in favour of Holdco and therefore would not result in a distribution to the Company's unsecured creditors. In addition, a bankruptcy would be a far worse outcome for the Company's other stakeholders, including customers, employers and regulators. The Monitor is satisfied that the Plan provides a far better outcome to the Company's creditors than a bankruptcy under the BIA.

#### Monitor's Observations on the Plan

99. Under the Plan, it is intended that all Affected Creditors will be paid 100% of their Allowed Affected Claims over time (the Convenience Creditors will be paid on or soon after the Plan implementation date). In order to support the Company's ability to make the proposed payments under the Plan, Senior Management prepared pro forma financial forecasts for the period through November, 2016 (the "**Plan Forecast**") which were reviewed by the Monitor. The Plan Forecast indicates that TravelBrands is projected to have sufficient cash available to make the proposed payments under the Plan. The Plan Forecast is contingent on a number of key assumptions. The failure to meet these assumption may impact the ability of the Company to make the proposed payments. The key assumptions of the Plan Forecast are as follows:

- a. A meaningful revenue increase and gross margin improvement over the Company's expected performance in fiscal year 2015 (i.e. the year ending October 31, 2015). The Monitor understands that TravelBrands expects that these improvements will be driven by the recent changes to the Company's Sears Travel business, as well as an anticipated recovery in the performance of the Company's wholesale business which has been negatively impacted by the CCAA Proceedings; and

- b. The Company will not need to issue any new letters of credit or deposits, or increase the amounts of existing letters of credit or deposits held in favour of IATA and certain suppliers.

100. As described above, the Plan is subject to a condition precedent that requires that TravelBrands and Red Label enter into a funding agreement whereby Red Label will agree to lend the company up to \$6 million on a revolving basis until December 31, 2016. In the Monitor's view, while there is some risk that TravelBrands' financial performance will not be in line with the Plan Forecast, the proposed funding agreement could provide a backstop in the event that the Company underperforms versus the Plan Forecast. However, in the event of a material adverse change in the business, the Funding Agreement may not provide a sufficient backstop. It should be noted that the terms of the backstop have not yet been finalized. Therefore, the Monitor's comments remain subject to confirmation of the executed document.

#### Monitor's Observations on the Claims Procedure Order

101. The Monitor's observations with respect to the Claims Procedure Order relate to: (a) the role of the Travel Trade Creditor Representative; and (b) the timeline of the proposed Claims Process.

#### *Role of the Travel Trade Creditor Representative*

102. As detailed above, pursuant to the proposed Claims Procedure Order, the Monitor is authorized to send the Claims Packages to the Travel Trade Creditor Representatives rather than to the Represented Travel Trade Creditors.

103. The Monitor is of the view that the Travel Trade Creditor Representatives' role in the Claim Process is reasonable and appropriate for the following reasons:

- a. The Monitor understands that the Travel Trade Creditor Representatives have the authority to bind and/or act on behalf of the Representative Travel Trade Creditor(s) that they represent;
- b. There may be language and other barriers in attempting to correspond directly with the Represented Travel Trade Creditors; and

- c. Given the compressed timeline set out in the proposed Claims Procedure Order, sending the Claims Packages to the Travel Trade Creditor Representatives should bring additional efficiency to the Claims Process.

*Timeline of the Claims Process*

104. The Monitor is of the view that the timeline contemplated by the proposed Claims Procedure Order is compressed; however, on balance, the Monitor is supportive of the proposed timeline for the following reasons:

- a. Known Creditors are not required to complete and file a Proof of Claim, instead, they or the Travel Trade Creditor Representatives (where applicable) will be sent a Notice of Claim that sets out the amount of the Known Creditor's claim as shown in the books and records of the Company and, unless they deliver a Notice of Dispute to the Monitor, will be deemed to have accepted the valuation of the Known Creditor's claim. Any Disputed Claim can be voted and (assuming the Plan is approved) there is adequate time prior to the first distribution to resolve the amount of the Claim;
- b. The majority of the Claims Packages will be delivered to the Company's Known Creditors or Travel Trade Creditor Representatives (as applicable) by email, expediting the delivery to certain of the Company's international creditors, whose Claim Packages may otherwise take some time to be received if sent by prepaid ordinary mail;
- c. As discussed above, the use of the Travel Trade Creditor Representatives will add efficiency and expedite the Claims Process; and
- d. The Monitor understands that the Company, with the assistance of the Monitor, will be contacting the Travel Trade Creditor Representatives and the Known Creditors with larger claims to ensure that they have received and understood the Claims Packages.

### Monitor's Observations on the Meeting Order

105. The Monitor's observations with respect to the Meeting Order relate to the deemed proxy of Travel Trade Creditor Representatives in the instance where a Represented Travel Trade Creditor does not submit a Represented Creditor Proxy. The Monitor is of the view that this provision of the Meeting Order is appropriate and reasonable given the fact that the Plan contemplates a recovery of 100% of Affected Claims and the relationship between the Represented Travel Trade Creditors and the Travel Trade Creditor Representatives described earlier in this report.

106. In the Monitor's view, the proposed terms of the Meeting Order, including the notification and voting procedures are reasonable.

### Conclusions

107. Based upon the Monitor's review of the Plan, and subject to the Monitor's observations, set forth above, the Monitor is of the view that the proposed arrangement in the Plan is fair and reasonable.

108. For the reasons set out in this Third Report, the Monitor recommends that:

- a. The Affected Creditors of the Company vote in favour of the Plan;
- b. This Honourable Court grant the Claims Procedure Order;
- c. This Honourable Court grant the Meeting Order; and
- d. This Honourable Court grant the requested extension of the Stay Period.

All of which is respectively submitted to this Honourable Court this 24<sup>th</sup> day of September, 2015.

**KPMG Inc., in its capacity  
as Monitor of TravelBrands Inc.**



Per: Philip J. Reynolds  
*Senior Vice President*

## Appendix A

<b>TravelBrands Inc.</b> <b>Actual receipts and disbursements</b> <b>For the six week period ending September 18, 2015</b> <b>Presented in thousands of Canadian dollars (000's)</b>				
	<b>Total Actuals 18-Sep-15</b>	<b>Total Forecast 18-Sep-15</b>	<b>Variance Actual v. Forecast Dollars</b>	<b>Variance Actual v. Forecast Percentages</b>
<b>CASH IN TRUST</b>				
<b>Cash receipts</b>				
Inflows from customer deposits for travel services	50,927	47,253	3,674	8%
<b>Cash disbursements</b>				
Outflows to travel suppliers	(26,488)	(26,086)	(402)	-2%
Outflows to other vendors	(5,847)	(7,658)	1,810	24%
<b>Total cash in trust disbursements</b>	<b>(32,336)</b>	<b>(33,744)</b>	<b>1,408</b>	<b>4%</b>
<b>Net trust cash flow</b>	<b>18,591</b>	<b>13,509</b>	<b>5,081</b>	<b>38%</b>
Opening balance of cash in trust	16,721	16,721	-	
Net trust cash flow	18,591	13,509	5,081	38%
Outflows to operating cash	(13,359)	(13,744)	384	-3%
<b>Ending balance of cash in trust</b>	<b>21,953</b>	<b>16,487</b>	<b>5,466</b>	<b>33%</b>
<b>OPERATING CASH</b>				
<b>Cash receipts</b>				
Inflows from accounts receivable and customer rebates	1,940	3,190	(1,250)	-39%
Inflows from cash in trust	13,359	13,744	(384)	-3%
<b>Total operating cash receipts</b>	<b>15,299</b>	<b>16,933</b>	<b>(1,634)</b>	<b>-10%</b>
<b>Cash disbursements</b>				
Outflows to travel suppliers	(10,752)	(5,730)	(5,022)	-88%
Outflows for rent and utilities	(527)	(522)	(5)	
Outflows for payroll and benefits	(4,029)	(4,112)	83	
Outflows for capital expenditures	-	(291)	291	100%
Outflows for professional fees	(389)	(669)	280	42%
Outflows for selling, general and administrative expenses	(2,563)	(1,181)	(1,382)	-117%
<b>Total operating cash disbursements</b>	<b>(18,259)</b>	<b>(12,504)</b>	<b>(5,755)</b>	<b>-46%</b>
<b>Net operating cash flow</b>	<b>(2,960)</b>	<b>4,429</b>	<b>(7,389)</b>	<b>167%</b>
Opening balance of operating cash	8,080	8,080	-	
Net operating cash flow	(2,960)	4,429	(7,389)	167%
Red Label funding (Commitment Agreement)	-	2,000	(2,000)	
<b>Closing balance of operating cash</b>	<b>5,119</b>	<b>14,509</b>	<b>(9,389)</b>	<b>-65%</b>



## Appendix B

## FORECAST

Unaudited - Prepared by Management

<b>TravelBrands Inc.</b>													
<b>Weekly cash flow forecast</b>													
<b>For the period September 19 to December 11, 2015</b>													
<b>Presented in thousands of Canadian dollars (000's)</b>													
<b>Week number</b>	Forecast <b>1</b>	Forecast <b>2</b>	Forecast <b>3</b>	Forecast <b>4</b>	Forecast <b>5</b>	Forecast <b>6</b>	Forecast <b>7</b>	Forecast <b>8</b>	Forecast <b>9</b>	Forecast <b>10</b>	Forecast <b>11</b>	Forecast <b>12</b>	Forecast <b>Total</b>
<b>Week ending</b>	<b>25-Sep-15</b>	<b>02-Oct-15</b>	<b>09-Oct-15</b>	<b>16-Oct-15</b>	<b>23-Oct-15</b>	<b>30-Oct-15</b>	<b>06-Nov-15</b>	<b>13-Nov-15</b>	<b>20-Nov-15</b>	<b>27-Nov-15</b>	<b>04-Dec-15</b>	<b>11-Dec-15</b>	<b>12 weeks</b>
<b>CASH IN TRUST</b>													
<b>Cash receipts</b>													
Inflows from customer deposits for travel services	7,966	9,835	9,618	9,263	10,685	10,329	8,432	10,643	9,906	12,117	9,360	7,405	115,559
<b>Cash disbursements</b>													
Outflows to travel suppliers	(4,325)	(3,956)	(5,555)	(5,427)	(5,700)	(5,384)	(4,827)	(4,651)	(4,735)	(5,022)	(5,915)	(5,897)	(61,395)
Outflows to other vendors	(927)	(927)	(1,935)	(1,935)	(1,935)	(1,935)	(1,502)	(1,502)	(1,502)	(1,502)	(2,182)	(2,200)	(19,985)
<b>Total cash in trust disbursements</b>	<b>(5,253)</b>	<b>(4,883)</b>	<b>(7,490)</b>	<b>(7,362)</b>	<b>(7,635)</b>	<b>(7,319)</b>	<b>(6,329)</b>	<b>(6,153)</b>	<b>(6,238)</b>	<b>(6,525)</b>	<b>(8,097)</b>	<b>(8,097)</b>	<b>(81,380)</b>
<b>Net trust cash flow</b>	<b>2,713</b>	<b>4,952</b>	<b>2,129</b>	<b>1,901</b>	<b>3,050</b>	<b>3,010</b>	<b>2,103</b>	<b>4,490</b>	<b>3,668</b>	<b>5,592</b>	<b>1,262</b>	<b>(692)</b>	<b>34,179</b>
Opening balance of cash in trust	21,953	20,895	22,110	22,121	21,905	22,838	23,732	25,078	28,812	31,724	36,560	35,591	21,953
Net trust cash flow	2,713	4,952	2,129	1,901	3,050	3,010	2,103	4,490	3,668	5,592	1,262	(692)	34,179
Outflows to operating cash	(3,772)	(3,737)	(2,117)	(2,117)	(2,117)	(2,117)	(756)	(756)	(756)	(756)	(2,232)	(2,232)	(23,465)
<b>Ending balance of cash in trust</b>	<b>20,895</b>	<b>22,110</b>	<b>22,121</b>	<b>21,905</b>	<b>22,838</b>	<b>23,732</b>	<b>25,078</b>	<b>28,812</b>	<b>31,724</b>	<b>36,560</b>	<b>35,591</b>	<b>32,666</b>	<b>32,666</b>
<b>OPERATING CASH</b>													
<b>Cash receipts</b>													
Inflows from accounts receivable and customer rebates	1,134	407	407	407	407	1,134	406	406	406	1,130	405	405	7,054
Inflows from cash in trust	3,772	3,737	2,117	2,117	2,117	2,117	756	756	756	756	2,232	2,232	23,465
<b>Total operating cash receipts</b>	<b>4,906</b>	<b>4,144</b>	<b>2,524</b>	<b>2,524</b>	<b>2,524</b>	<b>3,251</b>	<b>1,162</b>	<b>1,162</b>	<b>1,162</b>	<b>1,886</b>	<b>2,637</b>	<b>2,637</b>	<b>30,519</b>
<b>Cash disbursements</b>													
Outflows to travel suppliers	(677)	(1,097)	(1,061)	(937)	(937)	(937)	(1,292)	(771)	(771)	(771)	(1,436)	(1,121)	(11,809)
Outflows for rent and utilities	-	(169)	(13)	(169)	-	-	(182)	-	(169)	-	(182)	-	(884)
Outflows for payroll and benefits	-	(1,376)	-	(1,369)	-	(1,369)	-	(1,374)	-	(1,369)	-	(1,300)	(8,156)
Outflows for capital expenditures	(48)	(48)	(39)	(39)	(39)	(39)	(42)	(42)	(42)	(42)	(33)	(33)	(484)
Outflows for professional fees	(111)	(111)	(111)	(111)	(75)	(75)	(75)	(75)	(50)	(50)	(50)	(50)	(944)
Outflows for selling, general and administrative expenses	(582)	(563)	(563)	(563)	(563)	(563)	(563)	(563)	(563)	(563)	(563)	(550)	(6,764)
<b>Total operating cash disbursements</b>	<b>(1,418)</b>	<b>(3,363)</b>	<b>(1,786)</b>	<b>(3,188)</b>	<b>(1,614)</b>	<b>(2,983)</b>	<b>(2,154)</b>	<b>(2,825)</b>	<b>(1,595)</b>	<b>(2,795)</b>	<b>(2,265)</b>	<b>(3,054)</b>	<b>(29,041)</b>
<b>Net operating cash flow</b>	<b>3,487</b>	<b>781</b>	<b>738</b>	<b>(664)</b>	<b>910</b>	<b>268</b>	<b>(992)</b>	<b>(1,663)</b>	<b>(433)</b>	<b>(908)</b>	<b>372</b>	<b>(418)</b>	<b>1,478</b>
Opening balance of operating cash	5,119	8,607	9,387	10,125	9,461	10,371	10,639	9,648	7,985	7,552	6,644	7,015	5,119
Net operating cash flow	3,487	781	738	(664)	910	268	(992)	(1,663)	(433)	(908)	372	(418)	1,478
Red Label funding (Commitment Agreement)	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Closing balance of operating cash</b>	<b>8,607</b>	<b>9,387</b>	<b>10,125</b>	<b>9,461</b>	<b>10,371</b>	<b>10,639</b>	<b>9,648</b>	<b>7,985</b>	<b>7,552</b>	<b>6,644</b>	<b>7,015</b>	<b>6,597</b>	<b>6,597</b>

To be read in conjunction with the attached Summary of Notes and Assumptions

**TravelBrands Inc.**  
**September Cash Flow Forecast**  
**Summary of Notes and Assumptions**

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1. The September Cash Flow Forecast has been prepared by the Company based on unaudited information solely for the purpose of projecting the cash receipts and disbursements of TravelBrands during the CCAA Proceedings. The September Cash Flow Forecast is presented on a weekly basis for the period September 19, 2015 to December 11, 2015 (the “**Forecast Period**”).
2. The September Cash Flow Forecast has been prepared primarily based on historical trends and Senior Management’s current forecast expectations with updates based on experience since the beginning of the CCAA Proceedings. The actual timing and amount of receipts and disbursements may vary from forecast and the variances may be material.
3. The September Cash Flow Forecast is presented in thousands of Canadian dollars.
4. The September Cash Flow Forecast is shown in two sections: (a) receipts and disbursements relating to cash held in-trust; and (b) receipts and disbursements relating to operating cash.
5. TravelBrands opening cash position as at September 19, 2015 was approximately \$22.0 million of cash held in-trust and \$5.1 million of operating cash.
6. Cash held in-trust relates to deposits from customers that have paid for travel services that have not yet been rendered by the Company.
7. The Company may use the cash held in-trust to pay certain trade suppliers that require payment in advance of travel. Trust cash cannot be used to settle supplier obligations related to travel services for customers that have already travelled or for payment of other non-trade obligations. The disbursements from cash-in-trust have been forecast by category and include payment for airfare, hotels, cruises, car rentals, tour packages and attraction ticket bookings.
8. The Company’s obligation to hold customer deposits in trust ceases after the customer has traveled, at which point, TravelBrands moves the cash from its trust accounts to its general accounts. The cash can then be used by the Company for general operating purposes.
9. Accounts receivable collections relate to customers that have previously travelled and have been assumed to be collected in accordance with the Company’s existing terms.

These receipts also include rebates related to commissions, overrides, segment fees, and other miscellaneous revenue earned by the Company.

10. The payments to suppliers from operating cash have been forecast by category and include payment for airfare, hotels, cruises, car rentals, tour packages and attraction ticket bookings related to travel services that have already been provided.
11. The September Cash Flow Forecast includes payments required to Sears under the Amending Agreement.
12. The September Cash Flow Forecast assumes that rent is paid semi-monthly, on the 1<sup>st</sup> and 15<sup>th</sup> of the month, during the CCAA Proceedings. These costs relate to the Company's head office and regional offices. Rent also includes occupancy costs, utilities and realty taxes. Rent does not include any payments in respect of the 75 Eglinton property lease as this lease has been disclaimed.
13. Other non-trade disbursements include payments for telephone supporting the Company's offices and call center, computer servers and maintenance and capital expenditures.
14. Professional fees include payments to the Company's legal counsel, the Monitor and the Monitor's legal counsel.
15. No funding from Red Label has been included in the September Cash Flow Forecast pursuant to the Commitment Agreement, which provides financial support to TravelBrands during the CCAA Proceedings, in the event that it is required. Funding will be provided if and when it is needed, as determined by the Company and Red Label in consultation with the Monitor.
16. The September Cash Flow Forecast does not reflect the issuance of any new letters of credit or increases to any existing letters of credit.

## Appendix 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.**

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**PLAN OF COMPROMISE OR ARRANGEMENT  
pursuant to the *Companies' Creditors Arrangement Act*  
concerning, affecting and involving**

**TRAVELBRANDS INC.**

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**September 21, 2015**

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## PLAN OF COMPROMISE OR ARRANGEMENT

**WHEREAS** TravelBrands Inc. (the “**Applicant**”) is insolvent;

**AND WHEREAS** the Applicant obtained an order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the “**Court**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) dated May 27, 2015 (the “**Filing Date**”) (as amended on June 24, 2015 and as may be further amended, restated or varied from time to time, the “**Initial Order**”) that, among other things, appointed KPMG Inc. as Monitor (the “**Monitor**”) of the Applicant and permitted the Applicant to file with the Court one or more plans of compromise or arrangement;

**AND WHEREAS** it is the intention of the Applicant to present a plan of compromise or arrangement under the CCAA;

**AND WHEREAS** the Applicant will forthwith seek the Court’s approval of a credit bid by 2224855 Ontario Inc. (“**Holdco**”) for substantially all of the assets of the Applicant if this plan of compromise or arrangement (the “**Plan**”) is not accepted by the Required Majority (as defined below) or if the Applicant determines that the Plan may not be accepted by the Required Majority or is otherwise unlikely to succeed for any reason whatsoever;

**AND WHEREAS** this Plan will facilitate the continuation of the business of the Applicant as a going concern and provide certain recoveries to stakeholders;

**NOW THEREFORE** the Applicant hereby proposes and presents this Plan to the Affected Creditors (as defined below) under and pursuant to the CCAA:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In the Plan, unless otherwise stated or unless the subject matter or context otherwise requires:

“**Affected Claim**” means any Claim that is not an Unaffected Claim.

“**Affected Creditor**” means any Creditor with an Affected Claim, but only with respect to and to the extent of such Affected Claim.

“**Affected Creditor Entitlement**” means, with respect to each Affected Creditor with an Allowed Affected Claim that is not a Convenience Creditor, its entitlement to receive the full value of their Allowed Affected Claim, which shall be payable in accordance with the terms and on the timelines provided for herein.

“**Affected Creditors’ Class**” has the meaning given to that term in Section 3.2 herein.

“**Affected Creditors’ Entitlement Dates**” means the First Entitlement Date and the Second Entitlement Date.

“**Allowed Affected Claim**” means, with respect to a Claim, any Claim or any portion thereof that has been finally allowed as a Distribution Claim for purposes of receiving distributions under the Plan in accordance with the Claims Procedure Order or a Final Order of the Court, which shall include the Deemed Proven Claims.

“**Applicable Law**” means any law, statute, order, decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law whether in Canada or any other country, or any domestic or foreign state, county, province, city or other political subdivision of any Governmental Entity.

“**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.

“**Business Day**” means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario.

“**Calendar Day**” means a day, including Saturday, Sunday and any statutory holidays in the Province of Ontario, Canada.

“**Canadian Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp), as amended.

“**CCA**” has the meaning ascribed thereto in the recitals.

“**CCA Proceeding**” means the proceeding commenced by the Applicant pursuant to the CCA.

“**Charges**” means the Administration Charge, the Directors’ Charge and the Intercompany Charge, each as defined in the Initial Order.

“**Claim**” means:

- (a) 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 any such 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 which existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had such Applicant become bankrupt on the Filing Date, including for greater certainty any Equity Claim and any claim

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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)); and

- (b) 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, rescission, 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,

provided that, for greater certainty, the definition of "Claim" herein shall not include any Director/Officer Claim.

**"Claims Bar Date"** means 5:00 p.m. on October 28, 2015.

**"Claims Procedure Order"** means the Order under the CCAA establishing a claims procedure in respect of the Applicant, as same may be further amended, restated or varied from time to time.

**"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 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.

**"Commitment Agreement"** means the Commitment Agreement between the Applicant and Red Label dated May 26, 2015.

**"Convenience Claim"** means any Affected Claim that is not more than \$15,000, provided that (i) Creditors shall not be entitled to divide a Claim for the purpose of qualifying such Claim as a Convenience Claim; and (ii) no Restructuring Period Claim referred to in Section 3.8(d)(i) shall constitute a Convenience Claim.

**"Convenience Creditor"** means an Affected Creditor having a Convenience Claim.

**"Court"** has the meaning ascribed thereto in the recitals.

**"Creditor"** means any Person having a Claim, but only with respect to and to the extent of such Claim, including the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with the Claims Procedure Order or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person.

**"Crown Claims"** has the meaning given to that term in Section 4.4 herein.

**"Deemed Proven Claims"** means the Landlord's Affected Claim and Sears' Affected Claim.

“**Directors**” means all current and former directors (or their estates) of the Applicant, in such capacity, and “**Director**” means any one of them.

“**Director/Officer Claim**” means 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 the 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, including any right of contribution or indemnity, 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.

“**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 the Claims Procedure Order and which has been finally accepted and determined for distribution purposes in accordance with the Claims Procedure Order and the CCAA.

“**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 Filing Date) or such portion thereof which is not barred by any provision of the Claims Procedure Order, which has not been allowed as a Distribution Claim, which is validly disputed for distribution purposes in accordance with the Claims Procedure Order and which remains subject to adjudication for distribution purposes in accordance with the Claims Procedure Order.

“**Disputed Distribution Claims Reserve**” means the reserve, if any, to be established by the Applicant, which shall be comprised of the following:

- (a) in respect of Affected Claims that are Disputed Distribution Claims and that are Convenience Claims, an amount reserved on the Plan Implementation Date equal to the amount that would have been paid in respect of such Disputed Distribution Claims on the Plan Implementation Date if such Disputed Distribution Claims had been Allowed Affected Claims as of the Plan Implementation Date; and
- (b) in respect of Affected Claims that are Disputed Distribution Claims and are not Convenience Claims, an amount reserved on the Affected Creditors’ Entitlement Dates equal to the value of Affected Creditor Entitlements that would have been paid in respect of such Disputed Distribution Claims on the applicable Affected Creditors’ Entitlement Date if such Disputed Distribution Claims had been Allowed Affected Claims as of the applicable Affected Creditors’ Entitlement Date.

“**Distribution Date**” means the date or dates from time to time set in accordance with the provisions of the Plan to effect distributions in respect of the Allowed Affected Claims, excluding the Initial Distribution Date.

“**Effective Time**” means 12:01 a.m. (Toronto time) on the Plan Implementation Date or such other time on such date as the Applicant may determine.

“**Employee Priority Claims**” means the following Claims of Employees and former employees of the Applicant:

- (a) Claims equal to the amounts that such Employees and former employees would have been entitled to receive under paragraph 136(1)(d) of the *Bankruptcy and Insolvency Act* (Canada) if the applicable Applicant had become bankrupt on the Filing Date; and
- (b) Claims for wages, salaries, commissions or compensation for services rendered by such Employees and former employees after the Filing Date and on or before the Plan Implementation Date together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the Applicant’s business during the same period.

“**Employees**” means any and all (a) employees of the Applicant who are actively at work (including full-time, part-time or temporary employees) and (b) employees of the Applicant who are on approved leaves of absence (including maternity leave, parental leave, short-term disability leave, workers’ compensation and other statutory leaves), and who have not tendered notices of resignation as of the Filing Date, in each case.

“**Encumbrance**” means any charge, mortgage, lien, pledge, claim, restriction, hypothec, adverse interest, security interest or other encumbrance whether created or arising by agreement, statute or otherwise at law, attaching to property, interests or rights and shall be construed in the widest possible terms and principles known under the law applicable to such property, interests or rights and whether or not they constitute specific or floating charges as those terms are understood under the laws of the Province of Ontario.

“**Equity Claim**” means a Claim that meets the definition of “equity claim” in Section 2(1) of the CCAA.

“**Filing Date**” means May 27, 2015.

“**Final Order**” means any order, ruling or judgment of the Court, or any other court of competent jurisdiction, (i) that is in full force and effect; (ii) that has not been reversed, modified or vacated and is not subject to any stay and (iii) in respect of which all applicable appeal periods have expired and any appeals therefrom have been finally disposed of, leaving such order, ruling or judgment wholly operable.

“**First Entitlement Date**” means the earlier of a date determined by the Applicant, in its sole discretion, and January 31, 2016.

“**Funding Agreement**” means a funding agreement between Red Label or Holdco and the Applicant whereby Red Label or Holdco, as applicable will agree to fund, on a revolving basis until December 31, 2016, up to a maximum of \$6 million, the Applicant’s necessary operating and other expenses incurred in a manner consistent with past practices, subject to customary terms and conditions precedent.

“**Government Priority Claims**” means all Claims of Governmental Entities against the Applicant in respect of amounts that are outstanding and that are of a kind that could be subject to a demand under:

- (a) subsections 224(1.2) of the Canadian Tax Act;
- (b) any provision of the Canada Pension Plan or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the Canadian Tax Act and provides for the collection of a contribution, as defined in the Canada Pension Plan, or employee’s premium or employer’s premium as defined in the *Employment Insurance Act* (Canada), or a premium under Part VII.I of that Act, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the Canadian Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
  - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the Canadian Tax Act; or
  - (ii) is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection.

“**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 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.

“**Holdco**” has the meaning ascribed thereto in the recitals.

“**Holdco Claim**” means Holdco’s secured Claim for amounts owing under the Intercompany Note.

“**IATA**” means the International Air Transport Association.

“**Initial Distribution Date**” means a date no more than two (2) Business Days after the Plan Implementation Date or such other date as the Applicant and the Monitor may agree.

“**Initial Order**” has the meaning ascribed thereto in the recitals.

**“Insurance Policy”** means any insurance policy maintained by the Applicant pursuant to which the Applicant or any Director or Officer is insured.

**“Insured Claim”** means all or that portion of a Claim arising from a cause of action for which the applicable insurer or a court of competent jurisdiction has definitively and unconditionally confirmed that the Applicant is insured under an Insurance Policy, to the extent that such Claim, or portion thereof, is so insured.

**“Intercompany Claim”** means any Claim held by a Related Entity, which, for greater certainty, includes the Holdco Claim.

**“Intercompany Note”** means the promissory note dated May 1, 2013 issued by the Applicant to Holdco in the amount of \$78,114,822, which is secured by the Intercompany Security.

**“Intercompany Security”** means the security interest granted by the Applicant in favour of Holdco pursuant to the general security agreement dated May 1, 2013 and the hypothec granted by the Applicant in favour of Holdco pursuant to the hypothec agreement dated May 26, 2015.

**“Known Creditor”** means an Affected Creditor whose Claim against the Applicant is known to the Applicant as of the date of the Claims Procedure Order and whose Affected Claim is included in the Claims Schedule.

**“Landlord”** means 75 Eglinton Avenue East Limited Partnership.

**“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.

**“Landlord Settlement Agreement”** means the settlement agreement to be entered into between the Landlord, Holdco and the Applicant.

**“Material”** means a fact, circumstance, change, effect, matter, action, condition, event, occurrence or development that, individually or in the aggregate, is, or would reasonably be expected to be, material to the business, affairs, results of operations or financial condition of the Applicant (taken as a whole).

**“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.

**“Meeting Date”** means the date on which the Meeting is held in accordance with the Meeting Order.

**“Meeting Order”** means the Order issued 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.

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“**Monitor**” has the meaning ascribed thereto in the recitals.

“**Monitor’s Website**” means <http://www.kpmg.com/ca/travelbrands>.

“**Notice of Claim**” means the notice referred to in paragraph 19 of the Claims Procedure Order, advising each Known Creditor of its Claim against the Applicant as determined by the Applicant based on the books and records of the Applicant.

“**Officers**” means all current and former officers (or their estates) of the Applicant, in such capacity, and “**Officer**” means any one of them.

“**Order**” means any order of the Court made in connection with the CCAA Proceeding.

“**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.

“**Plan**” means this Plan of Compromise or Arrangement filed by the Applicant pursuant to the CCAA, as it may be amended, supplemented or restated from time to time in accordance with the terms hereof.

“**Plan Implementation Date**” means the Business Day on which the Plan becomes effective, which shall be the Business Day on which, pursuant to Section 9.2, the Applicant or its counsel delivers written notice to the Monitor (or its counsel) that the conditions set out in Section 9.1 have been satisfied or waived in accordance with the terms hereof.

“**Proof of Claim**” means the Proof of Claim referred to in paragraph 26 of the Claims Procedure Order to be filed by Unknown Creditors.

“**Red Label**” means Red Label Vacations Inc.

“**Related Entity**” means a Person that is directly or indirectly controlling, controlled by or under common control with the Applicant.

“**Released Claims**” has the meaning ascribed thereto in Section 7.1.

“**Released Director/Officer Claim**” means any Director/Officer Claim that is released pursuant to Section 7.1.

“**Released Party**” and “**Released Parties**” have the meanings ascribed thereto in Section 7.1.

“**Represented Creditor Proxy**” means the form of proxy for Represented Travel Trade Creditors, attached as Schedule “E” to the Meeting Order.

“**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



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contracts that have been negotiated, in whole or in part, by a Travel Trade Creditor Representative on such Known Creditor's behalf.

**"Restructuring Period Claim"** means 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"**).

**"Restructuring Period Claims Bar Date"** means seven (7) Calendar Days after termination, repudiation or resiliation of the applicable agreement or other event giving rise to the applicable Restructuring Period Claim.

**"Required Majority"** means with respect to the Affected Creditors' Class, a majority in number of Affected Creditors representing at least two thirds in value of the Voting Claims of Affected Creditors who are entitled to vote at the Meeting in accordance with the Meeting Order and who are present and voting in person or by proxy on the resolution approving the Plan at the Meeting.

**"Sanction Order"** means the Order of the Court sanctioning and approving the Plan, as it may be amended by the Court.

**"Sears"** means Sears Canada Inc.

**"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 (the **"Sears License Agreement"**), which shall constitute an Allowed Affected Claim.

**"Sears Amending Agreement"** means the Amending Agreement entered into between Sears and the Applicant on July 6, 2015 whereby the terms of the Sears License Agreement were amended.

**"Second Entitlement Date"** means the earlier of a date determined by the Applicant, in its sole discretion, and November 30, 2016.

**"Secured Claims"** means all Claims against the Applicant that are secured by a valid, perfected and enforceable security interest in, mortgage, encumbrance or charge over, lien against or other similar interest in, any of the assets or property of the Applicant, which, for greater certainty, includes the Holdco Claim.

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“**Travel Trade Creditor Representatives**” means the Persons listed on Schedule “J” of the Claims Procedure Order and “**Travel Trade Creditor Representative**” means any one of them.

“**Trust Claim**” means all or any portion of a Claim held by any of the Applicant’s customers in connection with travel that such customers have not yet taken and for which funds are being held in trust in any of the Applicant’s bank accounts or by Chase Paymentech Solutions.

“**Unaffected Claims**” means:

- (a) Crown Claims;
- (b) any Claim secured by any of the Charges;
- (c) any Insured Claim;
- (d) any Intercompany Claim;
- (e) any Secured Claim;
- (f) any Trust Claim;
- (g) any Claim that is not permitted to be compromised pursuant to Section 19(2) of the CCAA;
- (h) any Employee Priority Claims; and
- (i) any Government Priority Claims.

“**Unaffected Creditor**” means a Creditor who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim.

“**Undeliverable Distribution**” has the meaning ascribed thereto in Section 4.7 hereof.

“**Voting Claims**” 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 the Claims Procedure Order and which has been finally accepted and determined for voting at the Meeting, in accordance with the provisions of the Claims Procedure Order and the CCAA.

## 1.2 Certain Rules of Interpretation

For the purposes of the Plan:

- (a) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;
- (b) any reference in the Plan to an Order or an existing document or exhibit filed or to be filed means such Order, document or exhibit as it may have been or may be amended, modified, or supplemented;

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- (c) unless otherwise specified, all references to currency are in Canadian dollars;
- (d) the division of the Plan into “articles” and “sections” and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of “articles” and “sections” intended as complete or accurate descriptions of the content thereof;
- (e) the use of words in the singular or plural, or with a particular gender, including a definition, shall not limit the scope or exclude the application of any provision of the Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;
- (f) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes but is not limited to” and “including but not limited to”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (g) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Toronto time) on such Business Day;
- (h) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (i) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (j) references to a specified “article” or “section” shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms “the Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer generally to the Plan and not to any particular “article”, “section” or other portion of the Plan and include any documents supplemental hereto; and
- (k) the word “or” is not exclusive.

### **1.3 Successors and Assigns**

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person or party directly

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or indirectly named or referred to in or subject to the Plan, including the Applicant, the Affected Creditors, the Directors and Officers and the Released Parties.

#### **1.4 Governing Law**

The Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

### **ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN**

#### **2.1 Purpose**

The purpose of the Plan is:

- (a) to provide for a settlement of, and consideration for, all Allowed Affected Claims;
- (b) to effect a release and discharge of all Affected Claims and Released Claims; and
- (c) to ensure the continuation of the Applicant,

in the expectation that the Persons who have a valid economic interest in the Applicant will derive a greater benefit from the implementation of the Plan than they would derive from a bankruptcy of the Applicant.

#### **2.2 Persons Affected**

The Plan provides for a full and final release and discharge of the Affected Claims and Released Claims, and a settlement of, and consideration for, all Allowed Affected Claims. The Plan will become effective at the Effective Time in accordance with its terms and in the sequence set forth in Section 5.3 and shall be binding on and enure to the benefit of the Applicant, the Affected Creditors, the Released Parties and all other Persons directly or indirectly named or referred to in or subject to the Plan.

#### **2.3 Persons Not Affected**

The Plan does not affect the Unaffected Creditors, subject to the express provisions hereof providing for the treatment of Insured Claims. Nothing in the Plan shall affect the Applicant's rights and defences, both legal and equitable, with respect to any Unaffected Claims including all rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

### **ARTICLE 3**

#### **CLASSIFICATION OF CREDITORS, VOTING AND RELATED MATTERS**

##### **3.1 Claims Procedure**

The procedure for determining the validity and quantum of the Affected Claims for voting and distribution purposes under the Plan shall be governed by the Claims Procedure Order, the Meeting Order, the CCAA, the Plan and any further Order of the Court.

##### **3.2 Classification of Creditors**

For the purposes of voting on the Plan, there will be one consolidated class of creditors, which will be composed of all of the Affected Creditors (the “**Affected Creditors’ Class**”).

##### **3.3 Meeting**

The Meeting shall be held in accordance with the Plan, the Meeting Order the Claims Procedure Order and any further Order of the Court.

##### **3.4 Voting**

Pursuant to the Meeting Order, each Affected Creditor with a Voting Claim or a Disputed Voting Claim that is a Convenience Creditor shall be deemed to vote in favour of the Plan unless such Convenience Creditor has notified the Monitor in writing of its intention to vote against the Plan prior to the Meeting and does vote against the Plan at the Meeting (in person or by proxy).

Pursuant to the Meeting Order, any Represented Travel Trade Creditor that does not submit a Represented Creditor Proxy in accordance with the terms of the Meeting Order shall be deemed to have duly appointed their Travel Trade Creditor Representative to act for them at the Meeting and to vote on their behalf.

##### **3.5 Treatment of Affected Claims**

An Affected Claim shall receive distributions as set forth below only to the extent that such Claim is an Allowed Affected Claim and has not been paid, released, or otherwise satisfied prior to the Plan Implementation Date.

In accordance with the steps and sequence set forth in Section 5.3, under the supervision of the Monitor, and in full and final satisfaction of all Affected Claims, each Affected Creditor with an Allowed Affected Claim, other than the Landlord and Sears, will receive the following consideration:

- (a) with respect to Convenience Creditors with Allowed Affected Claims that are Convenience Claims, each such Convenience Creditor shall receive a cash payment on the Plan Implementation Date equal to its Allowed Affected Claim; and
- (b) with respect to Affected Creditors with Allowed Affected Claims that are not Convenience Creditors, each such Affected Creditor shall become entitled on the

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Plan Implementation Date to its Affected Creditor Entitlement (which shall be payable in accordance with the terms and on the timelines provided for herein).

All Affected Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred on the Plan Implementation Date.

### **3.6 The Landlord's Affected Claim**

In accordance with this Plan and the Landlord Settlement Agreement, the Landlord shall:

- (a) be deemed to have waived its rights to, and shall not be entitled to, receive the Affected Creditor Entitlement that it may otherwise have been entitled to under this Plan in respect of the Landlord's Affected Claim; and
- (b) be deemed to have a Voting Claim in the amount of the Landlord's Affected Claim, which shall be deemed to have been voted in favour of the Plan.

### **3.7 Sears' Affected Claim**

In accordance with this Plan and the Sears Amending Agreement, Sears shall:

- (a) be entitled to receive payments from the Applicant in accordance with the Sears Amending Agreement;
- (b) be deemed to have waived its rights to, and shall not be entitled to, receive the Affected Creditor Entitlement that it may otherwise have been entitled to under this Plan in respect of Sears' Affected Claim; and
- (c) be deemed to have a Voting Claim in the amount of Sears' Affected Claim, which shall be deemed to have been voted in favour of the Plan.

### **3.8 Unaffected Claims**

- (a) Unaffected Claims shall not be compromised, released, discharged, cancelled or barred by the Plan.
- (b) Unaffected Creditors will not receive any consideration or distributions under the Plan in respect of their Unaffected Claims, and they shall not be entitled to vote on the Plan at the Meeting in respect of their Unaffected Claims.
- (c) Notwithstanding anything to the contrary herein, Insured Claims shall not be compromised, released, discharged, cancelled or barred by the Plan, provided that from and after the Plan Implementation Date, any Person having an Insured Claim shall be irrevocably limited to recovery in respect of such Insured Claim solely from the proceeds of the applicable Insurance Policies, and Persons with any Insured Claims shall have no right to, and shall not, directly or indirectly, make any claim or seek any recoveries from any Person, including the Applicant or any Released Party, other than enforcing such Person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable Insurance Policies. This

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Section 3.8(c) may be relied upon and raised or pled by the Applicant or any Released Party in defence or estoppel of or to enjoin any claim, action or proceeding brought in contravention of this Section. Nothing in the Plan shall prejudice, compromise, release or otherwise affect any right or defence of any insurer in respect of an Insurance Policy or any insured in respect of an Insured Claim.

- (d) Notwithstanding anything to the contrary herein, in the case of Secured Claims, at the election of the Applicant:
  - (i) the Applicant may satisfy any Secured Claims by returning the applicable property of the Applicant that is secured as collateral for such Claims, in which case the Secured Claim shall be deemed to be fully satisfied, provided that if the applicable holder of a Secured Claim asserts that there is a deficiency in the value of the applicable collateral relative to the value of the Secured Claim, such Creditor shall be permitted to file such unsecured deficiency Claim as a Restructuring Period Claim prior to the Restructuring Period Claims Bar Date in accordance with and subject to the Claims Procedure Order, and such unsecured deficiency Claim shall be treated as an Affected Claim for the purpose of this Plan, the Meeting Order and all related matters; and
  - (ii) if the Applicant does not elect to satisfy a Secured Claim in the manner described in Section 3.8(d)(i), then such Secured Claim shall continue unaffected as against the Applicant following the Plan Implementation Date.

### **3.9 Disputed Distribution Claims**

Any Affected Creditor with a Disputed Distribution Claim shall not be entitled to receive any distribution hereunder with respect to such Disputed Distribution Claim unless and until such Claim becomes an Allowed Affected Claim. A Disputed Distribution Claim shall be resolved in the manner set out in the Claims Procedure Order. Distributions pursuant to Section 3.5 shall be made in respect of any Disputed Distribution Claim that is finally determined to be an Allowed Affected Claim in accordance with the Claims Procedure Order.

### **3.10 Director/Officer Claims**

All Released Director/Officer Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without additional consideration on the Plan Implementation Date. Any Director/Officer Claim that is not a Released Director/Officer Claim will not be compromised, released, discharged, cancelled and barred. For greater certainty, any Claim of a Director or Officer against the Applicant for indemnification or contribution in respect of any Director/Officer Claim that is not otherwise covered by the Directors' Charge shall be treated for all purposes under the Plan as an Affected Claim.

### **3.11 Extinguishment of Claims**

On the Plan Implementation Date, in accordance with the terms and in the sequence set forth in Section 5.3 and in accordance with the provisions of the Sanction Order, the treatment of Affected Claims and all Released Claims, in each case as set forth herein, shall be final and binding on the Applicant, all Affected Creditors and any Person having a Released Claim (and their respective heirs, executors, administrators, legal personal representatives, successors and assigns), and all Affected Claims and all Released Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and barred, and the Applicant and the Released Parties shall thereupon have no further obligation whatsoever in respect of the Affected Claims or the Released Claims; provided that nothing herein releases the Applicant or any other Person from their obligations to make distributions in the manner and to the extent provided for in the Plan and provided further that such discharge and release of the Applicant shall be without prejudice to the right of a Creditor in respect of a Disputed Distribution Claim to prove such Disputed Distribution Claim in accordance with the Claims Procedure Order so that such Disputed Distribution Claim may become an Allowed Affected Claim entitled to receive consideration under Section 3.5 hereof.

### **3.12 Guarantees and Similar Covenants**

No Person who has a Claim under any guarantee, surety, indemnity or similar covenant in respect of any Claim that is compromised and released under the Plan or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of a Claim that is compromised under the Plan shall be entitled to any greater rights than the Person whose Claim is compromised under the Plan.

### **3.13 Set-Off**

The law of set-off applies to all Affected Claims.

## **ARTICLE 4 PROVISIONS REGARDING DISTRIBUTIONS AND PAYMENTS**

### **4.1 Distribution Mechanics with respect to the Affected Creditor Entitlements**

- (a) Each Affected Creditor with an Allowed Affected Claim, other than the Convenience Creditors, shall become entitled to its Affected Creditor Entitlement on the Plan Implementation Date without any further steps or actions by the Applicant, such Affected Creditor or any other Person.
- (b) From and after the Plan Implementation Date, and until the Affected Creditor Entitlements have been distributed in accordance with the Plan, the Applicant shall maintain a register of the Affected Creditor Entitlements as well as the address and notice information set forth on each applicable Affected Creditor's Notice of Claim or Proof of Claim. Any applicable Affected Creditor whose address or notice information changes shall be solely responsible for notifying the



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Applicant of such change. The Applicant shall also record on the register the aggregate amount of any applicable Disputed Distribution Claims.

- (c) On the First Entitlement Date, the Applicant shall distribute to each Affected Creditor with an Allowed Affected Claim (other than Convenience Creditors who, for greater certainty, shall have no Affected Creditor Entitlement) sixty percent of such Affected Creditors' Affected Creditor Entitlement by way of direct deposit, wire transfer, credit card payment or cheque sent by prepaid ordinary mail to the address as shown on the Claims Schedule.
- (d) On the Second Entitlement Date, the Applicant shall distribute to each Affected Creditor with an Allowed Affected Claim forty percent of such Affected Creditors' Affected Creditor Entitlement by way of direct deposit, wire transfer, credit card payment or cheque sent by prepaid ordinary mail to the address as shown on the Claims Schedule.
- (e) On each of the Affected Creditors' Entitlement Dates, the Applicant shall transfer into the Disputed Distribution Claims Reserve the value of the Affected Creditor Entitlements that would have been paid to holders of Disputed Distributions Claims on such Affected Creditors' Entitlement Date if such Disputed Distribution Claims were to have been Allowed Affected Claims (other than Convenience Claims) as of the applicable Affected Creditors' Entitlement Date.

#### **4.2 Distribution Mechanics with respect to Convenience Claims**

On the Plan Implementation Date, under the supervision of the Monitor, the Applicant shall pay each Convenience Creditor with an Allowed Affected Claim that is a Convenience Claim the amount that is required to be paid to each such Creditor under this Plan by way of direct deposit, wire transfer, credit card payment or cheque sent by prepaid ordinary mail to the address set forth on such Convenience Creditor's Notice of Claim or Proof of Claim. Under the supervision of the Monitor, the Applicant shall also calculate the aggregate amount of Convenience Claims that are Disputed Distribution Claims on the Plan Implementation Date and shall segregate such amounts and hold such amounts in the Disputed Distribution Claims Reserve.

#### **4.3 Cancellation of Instruments Evidencing Affected Claims**

Following completion of the steps and transactions in the sequence set forth in Section 5.3 herein, all agreements, invoices and other instruments evidencing Affected Claims will not entitle any holder thereof to any compensation or participation other than as expressly provided for in this Plan and will be cancelled and will be considered null and void.

#### **4.4 Crown Priority Claims**

Within six (6) months of the date of the Sanction Order, the Applicant shall pay in full to Her Majesty in Right of Canada or any province all amounts of a kind that could be subject to demand under Section 6(3) of the CCAA that were outstanding on the Filing Date and which have not been paid by the Plan Implementation Date ("**Crown Claims**").

#### **4.5 Interest**

Interest shall not accrue or be paid on Affected Claims on or after the Filing Date, and no holder of an Affected Claim shall be entitled to interest accruing on or after the Filing Date.

#### **4.6 Allocation of Distributions**

All distributions made to Affected Creditors pursuant to the Plan shall be allocated first towards the repayment of the principal amount in respect of such Affected Creditor's Claim and second, if any, towards the repayment of all accrued but unpaid interest in respect of such Affected Creditor's Claim.

#### **4.7 Treatment of Undeliverable Distributions**

If any Creditor's distribution under this Article 4 is returned as undeliverable or is not cashed (an "**Undeliverable Distribution**"), no further distributions to such Creditor shall be made unless and until the Applicant and the Monitor are notified by such Creditor of such Creditor's current address, at which time all past distributions shall be made to such Creditor. All claims for Undeliverable Distributions must be made on or before the date that is six months following the final Distribution Date, after which date any entitlement with respect to such Undeliverable Distribution shall be forever discharged and forever barred, without any compensation therefor, notwithstanding any federal, state or provincial laws to the contrary, at which time any such Undeliverable Distributions shall be returned to the Applicant. Nothing contained in the Plan shall require the Applicant or the Monitor to attempt to locate any Person to whom a distribution is payable. No interest is payable in respect of an Undeliverable Distribution.

#### **4.8 Assignment of Claims for Voting and Distribution Purposes**

##### *(a) Assignment of Claims Prior to the Meeting*

Subject to any restrictions contained in Applicable Laws, Affected Creditors may transfer or assign the whole of their Claims prior to the Meeting provided that the Applicant and the Monitor shall not be obliged to deal with any transferee or assignee as an Affected Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment has been given to the Applicant and the Monitor by 5:00 p.m. (Toronto time) on the day that is at least five (5) Business Days immediately prior to the Meeting, or such other date as the Monitor may agree. In the event of such notice of transfer or assignment prior to the Meeting, the transferee or assignee shall, for all purposes, be treated as the Affected Creditor of the assigned or transferred Claim, will be bound by any and all notices previously given to the transferor or assignor in respect of such Claim and shall be bound, in all respects, by any and all notices given and by the Orders of the Court in the CCAA Proceeding. For greater certainty, other than as described above, the Applicant shall not recognize partial transfers or assignments of Claims.

##### *(b) Assignment of Claims Subsequent to the Meeting*

Subject to any restrictions contained in Applicable Laws, Affected Creditors may transfer or assign the whole of their Claims after the Meeting provided that the Applicant and the Monitor shall not be obliged to deal with any transferee or assignee as an Affected Creditor and

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the Monitor shall not be obliged to make any distributions to the transferee or assignee in respect thereof unless and until actual notice of the transfer or assignment, together with evidence of the transfer or assignment and a letter of direction executed by the transferor or assignor, all satisfactory to the Applicant and the Monitor, has been given to the Applicant and the Monitor by 5:00 p.m. on the day that is at least five (5) Business Days immediately prior to the Plan Implementation Date or any Distribution Date(s), as the case may be, or such other date as the Monitor may agree. Thereafter, the transferee or assignee shall, for all purposes, be treated as the Affected Creditor of the assigned or transferred Claim, will be bound by any notices previously given to the transferor or assignor in respect of such Claim and shall be bound, in all respects, by notices given and steps taken, and by the orders of the Court in the CCAA Proceeding. For greater certainty, other than as described above, the Applicant shall not recognize partial transfers or assignments of Claims.

#### **4.9 Withholding Rights**

The Applicant and the Monitor shall be entitled to deduct and withhold consideration otherwise payable to an Affected Creditor such amounts (a “**Withholding Obligation**”) as the Applicant or Monitor, as the case may be, is required or entitled to deduct and withhold with respect to such payment under the Canadian Tax Act or any other provision of any Applicable Law. To the extent that amounts are so deducted or withheld and remitted to the applicable Governmental Entity or as required by Applicable Law, such amounts deducted or withheld shall be treated for all purposes of the Plan as having been paid to such Person as the remainder of the payment in respect of which such withholding and deduction were made. For greater certainty, and notwithstanding any other provision of the Plan: (a) each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Withholding Obligations imposed by any Governmental Entity on account of such distribution, and (b) no consideration shall be paid to or on behalf of a holder of an Allowed Affected Claim pursuant to the Plan unless and until such Person has made arrangements satisfactory to the Applicant or the Monitor, as the case may be, for the payment and satisfaction of any Withholding Obligations imposed on the Applicant or the Monitor by any Governmental Entity.

### **ARTICLE 5 REORGANIZATION**

#### **5.1 Corporate Actions**

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan involving corporate actions of the Applicant will occur and be effective as of the Plan Implementation Date, and shall be deemed to be authorized and approved under the Plan and by the Court, where applicable, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by shareholders, directors or officers of the Applicant. All necessary approvals to take actions shall be deemed to have been obtained from the directors, officers or the shareholders of the Applicant, as applicable, including the deemed passing by any class of shareholders of any resolution or special resolution and any shareholders’ agreement or agreement between a shareholder and another Person limiting in any

way the right to vote shares held by such shareholder or shareholders with respect to any of the steps contemplated by the Plan shall be deemed to have no force or effect.

## **5.2 Issuance of Plan Consideration**

### *(a) Affected Creditor Entitlements*

On the Plan Implementation Date, in the sequence set forth in Section 5.3, Affected Creditors with Allowed Affected Claims shall become entitled to their respective Affected Creditor Entitlements, which shall be distributed on the Affected Creditors' Entitlement Dates in accordance with the terms herein.

### *(b) Convenience Claim Payments*

On the Plan Implementation Date, in the sequence set forth in Section 5.3 and under the supervision of the Monitor, the Applicant shall pay the applicable amounts to the Convenience Creditors with Allowed Affected Claims that are Convenience Claims and reserve the applicable amounts into the Disputed Distribution Claims Reserve in respect of Convenience Creditors with Disputed Distribution Claims, in each case in the manner and in the amounts set forth in the Plan.

## **5.3 Sequence of Plan Implementation Date Transactions**

The following steps and compromises and releases to be effected on the implementation of the Plan shall occur, and be deemed to have occurred in the following order in five minute increments (unless otherwise noted), without any further act or formality on the Plan Implementation Date beginning at the Effective Time:

- (a) in accordance with Sections 3.5 and 5.2(b), the Applicant shall pay to each Convenience Creditor with an Allowed Affected Claim the amount in cash that it is entitled to receive pursuant to Section 3.5(a) in full consideration for the irrevocable, final and full compromise and satisfaction of such Convenience Creditor's Affected Claim;
- (b) simultaneously with step 5.3(a), the Applicant shall reserve the applicable amount of cash in respect of Convenience Claims that are Disputed Distribution Claims and shall hold such cash in the Disputed Distribution Claims Reserve;
- (c) simultaneously with step 5.3(a), and in accordance with Sections 3.5 and 5.2(a), each Affected Creditor with an Allowed Affected Claim that is not a Convenience Creditor shall become entitled to its Affected Creditor Entitlement in full consideration for the irrevocable, final and full compromise and satisfaction of such Affected Creditor's Affected Claim;
- (d) the Commitment Agreement shall terminate;
- (e) all Affected Claims shall be fully, finally, irrevocably and forever compromised, released, discharged cancelled and barred without any liability, payment or other compensation in respect thereof; and

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- (f) the releases set forth in Article 7 shall become effective.

#### **5.4 Post-Plan Implementation Date Applicant Reorganization**

On or following the Plan Implementation Date, the Applicant, in consultation with the Monitor, shall be authorized to reorganize its business, operations or corporate structure, including by way of merger, consolidation, amalgamation, division, or spin-out to ensure ongoing compliance with Applicable Law and IATA regulations, in each case as tax efficiently for the Applicant as is reasonably possible. Any such reorganization shall not affect the obligations of the Applicant hereunder. For greater certainty, the Applicant's obligations hereunder shall attach to any Person or Persons it merges, consolidates, or amalgamates with and any Person or Persons resulting from the Applicant's division or spin-out, if and as the case may be.

### **ARTICLE 6 PROCEDURE FOR DISTRIBUTIONS REGARDING DISPUTED DISTRIBUTION CLAIMS**

#### **6.1 No Distribution Pending Allowance**

An Affected Creditor holding a Disputed Distribution Claim will not be entitled to receive a distribution under the Plan in respect of such Disputed Distribution Claim or any portion thereof unless and until, and then only to the extent that, such Disputed Distribution Claim becomes an Allowed Affected Claim.

#### **6.2 Disputed Distribution Claims**

- (a) On the Plan Implementation Date, under the supervision of the Monitor, an amount equal to each Disputed Distribution Claim of the Convenience Creditors shall be reserved and held by the Applicant, in the Disputed Distribution Claims Reserve, for the benefit of the Convenience Creditors with Allowed Affected Claims that are Convenience Claims, pending the final determination of the Disputed Distribution Claim in accordance with the Claims Procedure Order and the Plan.
- (b) On each of the Affected Creditors' Entitlement Dates, distributions of the applicable Affected Creditor Entitlements in relation to a Disputed Distribution Claim of any Affected Creditor (other than Convenience Creditors) in existence at any of the Affected Creditors' Entitlement Dates that would have been payable if such Disputed Distribution Claim was an Allowed Affected Claim will be reserved and held by the Applicant, in the Disputed Distribution Claims Reserve, until the final determination of such Disputed Distribution Claim in accordance with the Claims Procedure Order and the Plan.
- (c) To the extent that any Disputed Distribution Claim becomes an Allowed Affected Claim in accordance with the Claims Procedure Order and it is a Convenience Claim, the Applicant shall distribute (on the next Distribution Date), under the supervision of the Monitor, the applicable amount of such Allowed Affected

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Claim to the holder of such Allowed Affected Claim in accordance with Section 3.5(a) hereof from the Disputed Distribution Claims Reserve.

- (d) To the extent that any Disputed Distribution Claim becomes an Allowed Affected Claim in accordance with the Claims Procedure Order and it is not a Convenience Claim, the applicable Affected Creditor shall become entitled to its applicable Affected Creditor Entitlement, and if this occurs after any of the Affected Creditors' Entitlement Dates, the Applicant shall distribute (on the next Distribution Date) to the holder of such Allowed Affected Claim an amount from the Disputed Distribution Claims Reserve equal to the applicable Affected Creditor's Affected Creditor Entitlement that would have been paid to such Affected Creditor on the passed Affected Creditors' Entitlement Date(s), if any.
- (e) At any applicable time, the Applicant shall be permitted, with the consent of the Monitor, to release and retain for itself any amounts in the Disputed Distribution Claims Reserve that were reserved to pay Claims that have definitively not been accepted as Allowed Affected Claims in accordance with the Claims Procedure Order.
- (f) On the date that all Disputed Distribution Claims have been finally resolved in accordance with the Claims Procedure Order, the Applicant shall, with the consent of the Monitor, release all remaining cash, if any, from the Disputed Distribution Claims Reserve and shall be entitled to retain such cash.

## **ARTICLE 7 RELEASES**

### **7.1 Plan Releases**

On the Plan Implementation Date, in accordance with the sequence set forth in Section 5.3, the Applicant, the Applicant's employees and contractors, the Directors and Officers, the Monitor, the Monitor's counsel, the Applicant's counsel and each and every present and former shareholder, affiliate, subsidiary, director, officer, member, partner, employee, auditor, financial advisor, legal counsel and agent of any of the foregoing Persons (each a "**Released Party**" and collectively the "**Released Parties**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, including claims for contribution or indemnity which any Creditor or other Person may be entitled to assert, including any and all claims in respect of the payment and receipt of proceeds and statutory liabilities of Directors, Officers and employees of the Applicant and any alleged fiduciary or other duty (whether acting as a Director, Officer, member or employee or acting in any other capacity in connection with the Applicant or its business), whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan,

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that constitute or are in any way relating to, arising out of or in connection with any Claims, any Director/Officer Claims and any indemnification obligations with respect thereto, the Affected Creditor Entitlements, any payments to Convenience Creditors, the business and affairs of the Applicant whenever or however conducted, the administration and/or management of the Applicant, the Plan, the CCAA Proceeding or any document, instrument, matter or transaction involving the Applicant taking place in connection with the Plan (referred to collectively as the “**Released Claims**”), and all Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, all to the fullest extent permitted by Applicable Law; provided that nothing herein will waive, discharge, release, cancel or bar (i) the right to enforce the Applicant’s obligations under the Plan, (ii) the Applicant from or in respect of any Unaffected Claim or any Claim that is not permitted to be released pursuant to Section 19(2) of the CCAA, or (iii) any Director or Officer from any Director/Officer Claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA, and none of the Claims referred to in sub-paragraphs (i), (ii) or (iii) above shall constitute Released Claims.

## **7.2 Injunctions**

All Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to any and all Released Claims, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property; (iii) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or their property; or (iv) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan. For greater certainty, the provisions of this Section 7.2 shall apply to Insured Claims in the same manner as Released Claims, except to the extent that the rights of such Persons to enforce such Insured Claims against an insurer in respect of an Insurance Policy are expressly preserved pursuant to Section 3.8(c), and provided further that, notwithstanding the restrictions on making a claim that are set forth in Section 3.8(c), any claimant in respect of an Insured Claim that was duly filed with the Monitor by the Claims Bar Date shall be permitted to file a statement of claim in respect thereof to the extent necessary solely for the purpose of preserving such claimant’s ability to pursue such Insured Claim against an insurer in respect of an Insurance Policy in the manner authorized pursuant to Section 3.8(c).

## **ARTICLE 8 COURT SANCTION**

### **8.1 Application for Sanction Order**

If the Required Majority approves the Plan, the Applicant shall apply for the Sanction Order on or before the date set for the hearing of the Sanction Order or such later date as the Court may set, unless the Plan is revoked or withdrawn in accordance with Section 10.5.

## 8.2 Sanction Order

The Applicant shall seek a Sanction Order that, among other things:

- (a) declares that the Meeting was duly called and held in accordance with the Meeting Order;
- (b) declares that (i) the Plan has been approved by the Required Majority in conformity with the CCAA; (ii) the activities of the Applicant have been in reasonable compliance with the provisions of the CCAA and the Orders of the Court made in this CCAA Proceeding in all respects; (iii) the Court is satisfied that the Applicant has not done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the transactions contemplated thereby are fair and reasonable;
- (c) declares that as of the Effective Time, the Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby are approved pursuant to Section 6 of the CCAA, binding and effective as herein set out upon and with respect to the Applicant, all Affected Creditors, the Directors and Officers, any Person with a Director/Officer Claim, the Released Parties and all other Persons named or referred to in or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (d) declares that the steps to be taken and the compromises and releases to be effective on the Plan Implementation Date are deemed to occur and be effected in the sequential order contemplated by Section 5.3 on the Plan Implementation Date, beginning at the Effective Time;
- (e) declares that the releases effected by this Plan shall be approved and declared to be binding and effective as of the Plan Implementation Date upon all Affected Creditors and all other Persons affected by this Plan and shall enure to the benefit of such Persons;
- (f) declares that, except as provided in the Plan, all obligations, agreements or leases to which the Applicant is a party on the Plan Implementation Date shall be and remain in full force and effect, unamended, as at the Plan Implementation Date and no party to any such obligation or agreement shall on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:
  - (i) of any event which occurred prior to, and is not continuing after, the Plan Implementation Date, or which is or continues to be suspended or waived under the Plan, which would have entitled such party to enforce those rights or remedies;



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- (ii) that the Applicant has sought or obtained relief or has taken steps as part of the Plan or under the CCAA;
- (iii) of any default or event of default arising as a result of the financial condition or insolvency of the Applicant;
- (iv) of the effect upon the Applicant of the completion of any of the transactions contemplated by the Plan; or
- (v) of any compromises, settlements, or steps effected pursuant to the Plan,

and declares that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any non-competition agreement or obligation, provided that such agreement shall terminate or expire in accordance with the terms thereof or as otherwise agreed by the Applicant and the applicable Persons;

- (g) authorizes the Monitor to perform its functions and fulfil its obligations under the Plan to facilitate the implementation of the Plan;
- (h) subject to payment of any amounts secured thereby, declares that each of the Charges shall be terminated, discharged and released upon a filing by the Monitor of a certificate confirming the termination of the CCAA Proceeding;
- (i) declares that the Applicant and the Monitor may apply to the Court for advice and direction in respect of any matters arising from or under the Plan; and
- (j) such other relief which the Applicant or the Monitor may request.

## **ARTICLE 9 CONDITIONS PRECEDENT AND IMPLEMENTATION**

### **9.1 Conditions Precedent to Implementation of the Plan**

The implementation of the Plan shall be conditional upon satisfaction of the following conditions prior to or at the Effective Time, each of which is for the benefit of the Applicant and may be waived only by the Applicant:

- (a) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application shall have been made to any Governmental Entity, and no action or investigation shall have been announced, threatened or commenced by any Governmental Entity, in consequence of or in connection with the Plan that restrains, impedes or prohibits (or if granted could reasonably be expected to restrain, impede or inhibit) the Plan or any part thereof or requires or purports to require a variation of the Plan;
- (b) the Plan shall have been approved by the Required Majority;

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- (c) all orders made and judgments rendered by any competent court of law, and all rulings and decrees of any competent regulatory body, agent or official in relation to the CCAA Proceeding or the Plan shall be satisfactory to the Applicant and, without limiting the generality of the foregoing, the Sanction Order shall have been made on terms acceptable to the Applicant, and it shall have become a Final Order;
- (d) Red Label or Holdco shall have entered into the Funding Agreement with the Applicant;
- (e) all material agreements, consents and other documents relating to the Plan shall be in form and in content satisfactory to the Applicant;
- (f) all Material filings under Applicable Laws shall have been made and any regulatory or IATA consents or approvals that are required or desirable (in the Applicant's discretion) in connection with the Plan shall have been obtained and, in the case of waiting or suspensory periods, such waiting or suspensory periods shall have expired or been terminated;
- (g) all fees and expenses owing to the beneficiaries of the Charges as of the Plan Implementation Date shall have been paid, and the Applicant, in consultation with the Monitor, shall be satisfied that adequate provision has been made for any fees and expenses due or that may become due to the beneficiaries of the Charges from and after the Plan Implementation Date.

## **9.2 Monitor's Certificate**

Upon delivery of written notice from the Applicant of the satisfaction or waiver of the conditions set out in Section 9.1, the Monitor shall forthwith deliver to the Applicant a certificate stating that the Plan Implementation Date has occurred and that the Plan is effective in accordance with its terms and the terms of the Sanction Order. As soon as practicable following the Plan Implementation Date, the Monitor shall file such certificate with the Court.

## **ARTICLE 10 GENERAL**

### **10.1 Binding Effect**

The Plan will become effective on the Plan Implementation Date. On the Plan Implementation Date:

- (a) the treatment of Affected Claims and Released Claims under the Plan shall be final and binding for all purposes and shall be binding upon and enure to the benefit of the Applicant, all Affected Creditors, any Person having a Released Claim and all other Persons directly or indirectly named or referred to in or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;

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- (b) all Affected Claims shall be forever discharged and released, excepting only (i) the right of Affected Creditors with Disputed Distribution Claims to continue pursuing such Disputed Distribution Claims in accordance with the Claims Procedure Order and the Plan; and (ii) the obligation of the Applicant to make payments in respect of Affected Claims in the manner and to the extent provided for in the Plan;
- (c) all Released Claims shall be forever discharged and released;
- (d) each Affected Creditor and each Person holding a Released Claim shall be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety; and
- (e) each Affected Creditor and each Person holding a Released Claim shall be deemed to have executed and delivered to the Applicant and to the Released Parties, as applicable, all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

## **10.2 Waiver of Defaults**

From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Applicant then existing or previously committed by the Applicant, or caused by the Applicant, any of the provisions in the Plan or steps or transactions contemplated in the Plan, or any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, indenture, note, lease, guarantee, agreement for sale or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and the Applicant, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Applicant from performing its obligations under the Plan or be a waiver of defaults by the Applicant under the Plan and the related documents.

## **10.3 Claims Bar Date**

Nothing in this Plan extends or shall be interpreted as extending or amending the Claims Bar Date or the Restructuring Period Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Affected Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

## **10.4 Deeming Provisions**

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

## **10.5 Non-Consummation**

The Applicant reserves the right to revoke or withdraw the Plan at any time prior to the Plan Implementation Date. If the Applicant revokes or withdraws the Plan, or if the Sanction Order is not issued or if the Plan Implementation Date does not occur, (a) the Plan shall be null and void

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in all respects, (b) any settlement or compromise embodied in the Plan and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Applicant or any other Person; (ii) prejudice in any manner the rights of the Applicant or any other Person in any further proceedings involving the Applicant; or (iii) constitute an admission of any sort by the Applicant or any other Person.

#### **10.6 Modification of the Plan**

- (a) The Applicant reserves the right, at any time and from time to time, to amend, restate, modify and/or supplement the Plan, provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court and (i) if made prior to or at the Meeting, communicated to the Affected Creditors prior to or at the Meeting; and (ii) if made following the Meeting, approved by the Court following notice to the Affected Creditors.
- (b) Notwithstanding Section 10.6(a), any amendment, restatement, modification or supplement may be made by the Applicant with the consent of the Monitor, without further Court Order or approval, provided that it concerns a matter which, in the opinion of the Applicant, acting reasonably, is of an administrative nature required to better give effect to the implementation of the Plan and the Sanction Order or to cure any errors, omissions or ambiguities and is not materially adverse to the financial or economic interests of the Affected Creditors.
- (c) Any amended, restated, modified or supplementary plan or plans of compromise or arrangement filed with the Court and, if required by this Section, approved by the Court, shall, for all purposes, be and be deemed to constitute the Plan.
- (d) Subject to the terms herein, in the event that this Plan is amended, the Monitor shall post such amended Plan on the Monitor's Website and such posting shall constitute adequate notice of such amendment.

#### **10.7 Paramountcy**

From and after the Effective Time on the Plan Implementation Date, any conflict between:

- (a) the Plan or any Order in the CCAA Proceeding; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and the Applicant as at the Plan Implementation Date or the articles or bylaws of the Applicant at the Plan Implementation Date;

will be deemed to be governed by the terms, conditions and provisions of the Plan and the applicable Order, which shall take precedence and priority, provided that any settlement agreement executed by the Applicant and any Person asserting a Claim or a Director/Officer Claim that was entered into from and after the Filing Date shall be read and interpreted in a manner that assumes such settlement agreement is intended to operate congruously with, and not in conflict with, the Plan.

### **10.8 Severability of Plan Provisions**

If, prior to the date of the Sanction Order, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Applicant, shall have the power to either (a) sever such term or provision from the balance of the Plan and provide the Applicant with the option to proceed with the implementation of the balance of the Plan as of and with effect from the Plan Implementation Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Applicant proceeds with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

### **10.9 Reviewable Transactions**

Section 36.1 of the CCAA, Sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and any other federal or provincial law relating to preferences, fraudulent conveyances or transfers at undervalue, shall not apply to this Plan or to any payments made in connection with transactions entered into by the Applicant, whether before or after the Filing Date, including to any and all of the payments and transactions contemplated by and to be implemented pursuant to this Plan.

### **10.10 Responsibilities of the Monitor**

KPMG Inc. is acting in its capacity as Monitor in the CCAA Proceeding with respect to the Applicant, the CCAA Proceeding and this Plan and not in its personal or corporate capacity, and will not be responsible or liable for any obligations of the Applicant under the Plan or otherwise.

### **10.11 Different Capacities**

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided to the contrary herein, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the Applicant and the Person in writing or unless its Claims overlap or are otherwise duplicative.

**10.12 Notices**

Any notice or other communication to be delivered hereunder must be in writing and reference the Plan and may, subject to as hereinafter provided, be made or given by personal delivery, ordinary mail or by facsimile or email addressed to the respective parties as follows:

If to the Applicant:

TravelBrands Inc.  
5450 Explorer Dr.  
Suite 300  
Mississauga, ON L4W 5N1

Attention: Frank DeMarinis  
Fax: 905-283-6040  
Email frank.demarinis@travelbrands.com,

with a copy to:

Osler, Hoskin & Harcourt LLP  
100 King Street West  
Suite 6300  
Toronto, Ontario 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.  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
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  
199 Bay Street  
Toronto, ON M5L 1B9

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Attention: Ashley Taylor  
Fax: 416-947-0866  
Email: ataylor@stikeman.com

If to an Affected Creditor, to the mailing address, facsimile address or email address provided on such Affected Creditor's Notice of Claim or Proof of Claim;

or to such other address as any party may from time to time notify the others in accordance with this Section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 5:00 p.m. (Toronto time) on such day; otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

If, during any period during which notices or other communications are being given pursuant to this Plan, 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 the 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 or electronic or digital transmission in accordance with this Order.

### **10.13 Further Assurances**

Each of the Persons directly or indirectly named or referred to in, or subject to, this Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein.

**DATED** as of the 21st day of September, 2015.

**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**

Proceeding commenced at Toronto

**THIRD REPORT OF THE MONITOR  
DATED SEPTEMBER 24, 2015**

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