

**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 SEARS CANADA INC., 9370-2751  
QUÉBEC INC., 191020 CANADA INC., THE CUT INC., SEARS  
CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES  
INC., 9845488 CANADA INC., INITIUM TRADING AND  
SOURCING CORP., SEARS FLOOR COVERING CENTRES  
INC., 173470 CANADA INC., 2497089 ONTARIO INC., 6988741  
CANADA INC., 10011711 CANADA INC., 1592580 ONTARIO  
LIMITED, 955041 ALBERTA LTD., 4201531 CANADA INC.,  
168886 CANADA INC., AND 3339611 CANADA INC.

(the "**Applicants**")

**MOTION RECORD  
(returnable December 16, 2021)**

December 13, 2021

**NORTON ROSE FULBRIGHT CANADA LLP**  
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Toronto, Ontario M5K 1E7 CANADA

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Lawyers for the Monitor, FTI Consulting  
Canada Inc.

TO: **THE SERVICE LIST**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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**TAB 1**

Court File No.: CV-17-11846-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS  
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Applicants

**NOTICE OF MOTION  
(returnable December 16, 2021)**

FTI Consulting Canada Inc., in its capacity as Court-appointed monitor (the “**Monitor**”) in the proceedings of the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended, (the “**CCAA**”) will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List), on December 16, 2021 at 11:30 a.m. or as soon after that time as the motion can be heard, by judicial videoconference via Zoom at Toronto, Ontario. Please refer to the conference details attached as **Schedule “A”** hereto in order to attend the motion and advise if you intend to join the motion by emailing Katie Parent at [katie.parent@nortonrosefulbright.com](mailto:katie.parent@nortonrosefulbright.com).

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

1 An Order, substantially in the form attached as Schedule “B” hereto approving:

- (a) the Monitor's disclosure of personal information regarding retirees and former employees of the Applicants and SearsConnect who are represented by court-appointed representative counsel (the "**Non-Located Creditors**") to Mintz Global Screening Inc. as determined by the Monitor to be necessary solely to locate a current address for such Non-Located Creditors and to permit the Applicants to complete distributions to such Non-Located Creditors in accordance with the Joint Amended and Restated Plan of Compromise and Arrangement of the Applicants and SearsConnect, as approved in these proceedings on November 23, 2020 (the "**Plan**"); and
- (b) such further and other relief as this Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

- 1 On November 23, 2020, the Plan was approved by the court in these proceedings;
- 2 The Plan became effective on December 14, 2021;
- 3 The Applicants have been unable to complete distributions under the Plan to certain Non-Located Creditors due to incorrect or unavailable address and contact information;
- 4 The Applicants wish to retain Mintz Global Screening Inc. (the "**Agent**") to attempt to identify appropriate contact information for the Non-Located Creditors;
- 5 The Agent has extensive experience in providing location services, including locating missing pension plan members;
- 6 The Agent requires certain personal information regarding the Non-Located Creditors to assist in identifying appropriate contact information for those creditors;

7 The Agent will agree to maintain the confidentiality of such personal information and to destroy such personal information upon completion of the engagement;

8 Representative counsel for the Non-Located Creditors consents to the proposed order;

9 The provisions of the CCAA, including section 11 thereof, and the inherent and equitable jurisdiction of this Court;

10 Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O 1990, Reg. 194, as amended; and

11 Such other and further grounds as counsel may advise and this Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1 The Affidavit of Katie Parent sworn December 13, 2021; and

2 Such further and other evidence as counsel may advise and this Court may permit.

December 13, 2021

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Lawyers for the Monitor

TO: **THE SERVICE LIST**

**SCHEDULE "A"**  
**VIDEOCONFERENCE DETAILS**

Join Zoom Meeting

<https://us02web.zoom.us/j/83346991483?pwd=MnJoVEJINGhPL1Eyd0pQWE1ZMks1UT09>

Meeting ID: 833 4699 1483

Passcode: 434066

One tap mobile

+17789072071,,83346991483# Canada

+12042727920,,83346991483# Canada

Dial by your location

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

Meeting ID: 833 4699 1483

Find your local number: <https://us02web.zoom.us/j/83346991483?pwd=MnJoVEJINGhPL1Eyd0pQWE1ZMks1UT09>



**SCHEDULE "B"**  
**FORM OF DRAFT ORDER**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) THURSDAY, THE 16TH  
 )  
JUSTICE MCEWEN ) DAY OF DECEMBER, 2021

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 SEARS CANADA INC., 9370-2751  
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168886 CANADA INC., AND 3339611 CANADA INC.

Applicants

**ORDER**

**THIS MOTION**, made by FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor (the "**Monitor**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), proceeded by way of videoconference due to the COVID-19 pandemic.

**ON READING** the Affidavit of Katie Parent, sworn December 13, 2021; and on hearing the submissions of Ursel Phillips Fellows Hopkinson LLP, in its capacity as representative counsel as appointed pursuant to an Order of this Court dated July 13, 2017 ("**ERC**"); Koskie Minsky LLP, in its capacity as representative counsel as appointed pursuant to an Order of this Court dated July 13, 2017 ("**PRC**"); and counsel for the Monitor, no one else appearing although duly served as evidenced by the Affidavit of Katie Parent, sworn December 13, 2021, filed;

## SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

## DISCLOSURE OF EMPLOYEE INFORMATION

2. **THIS COURT ORDERS** that pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor is hereby ordered to disclose such name, personal address, social insurance number and other information regarding retirees and former employees of the Applicants and SearsConnect who are represented by ERC and PRC (the “**Non-Located Creditors**”) to Mintz Global Screening Inc. (the “**Agent**”) as determined by the Monitor to be necessary solely to locate a current address for such Non-Located Creditors and to permit the Applicants to complete distributions to such Non-Located Creditors in accordance with the Joint Amended and Restated Plan of Compromise and Arrangement of the Applicants and SearsConnect, as approved in these proceedings on November 23, 2020 (the “**Purpose**”).

3. **THIS COURT ORDERS** that the Monitor shall disclose such information to the Agent only following agreement by the Agent to:

- (a) keep confidential all such information, comply with all applicable Canadian federal and provincial privacy laws with respect to such information, and use such information only for the Purpose or as required by applicable law; and

(b) promptly return to the Monitor or destroy with care all such information which is no longer necessary to fulfill the Purpose, unless otherwise instructed by the Monitor or required by applicable law.

---

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

Court File No. CV-17-11846-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS CANADA INC., *et al.*

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER**

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Lawyers for FTI Consulting Canada Inc., in its capacity  
as Monitor

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

Court File No.: CV-17-11846-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS  
CANADA INC., et al.

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

Proceeding commenced at TORONTO

**NOTICE OF MOTION**

**(returnable December 16, 2021)**

**NORTON ROSE FULBRIGHT CANADA LLP**

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Lawyers to the Monitor, FTI Consulting Canada Inc.

**TAB 2**

Court File No.: CV-17-11846-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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IN THE MATTER OF THE *COMPANIES' CREDITORS  
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Applicants

**AFFIDAVIT OF KATIE PARENT**  
(Sworn December 13, 2021)

I, Katie Parent, of the Town of Newmarket, in the Province of Ontario, **MAKE OATH**

**AND SAY:**

1. I am a law clerk at Norton Rose Fulbright Canada LLP ("**NRFC**"), counsel for FTI Consulting Canada Inc., in its capacity as Court-appointed monitor (the "**Monitor**") in these proceedings and as such have knowledge of the matters herein deposed to. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. I make this affidavit in support of a request by the Monitor for an Order authorizing the disclosure by the Monitor of certain personal information of former employees of the Applicants and SearsConnect to Mintz Global Screening Inc.
3. The Monitor's disclosure would be subject to the terms set out in the form of services agreement attached hereto as **Exhibit "A"**, redacted to remove pricing information.



4. Attached hereto as **Exhibit "B"** is a company profile received from Mintz Global Screening Inc., describing, among other things, their experience in providing locating services.

SWORN BEFORE ME via videoconference  
in the City of Toronto, in the Province of  
Ontario, on this 13th day of December, 2021,  
in accordance with O. Reg. 431/20,  
Administering Oath or Declaration Remotely.



\_\_\_\_\_  
A Commissioner for taking Affidavits (or as may be)



\_\_\_\_\_  
KATIE PARENT

THIS IS **EXHIBIT "A"** TO THE AFFIDAVIT OF  
KATIE PARENT SWORN BEFORE ME VIA  
VIDEOCONFERENCE IN THE CITY OF TORONTO,  
IN THE PROVINCE OF ONTARIO,  
THIS 13TH DAY OF DECEMBER, 2021,  
IN ACCORDANCE WITH O. REG. 431/20,  
ADMINISTERING OATH OR DECLARATION  
REMOTELY



---

*A Commissioner for taking Affidavits (or as may be)*

## AGREEMENT FOR SERVICE

This Agreement is entered into by and between Mintz Global Screening Inc. (“Mintz”) and Sears Canada Inc. (by its court-appointed Monitor, FTI Consulting Canada Inc.) (the “Customer”) on \_\_\_\_\_ 20\_\_.

WHEREAS, the Customer has implemented an Amended and Restated Joint Plan of Compromise and Arrangement, dated November 23, 2020 (as amended, supplemented or restated from time to time, the “Plan”).

AND WHEREAS, in connection with the Plan, FTI Consulting Canada Inc., as monitor of the Customer and certain of its affiliates (the “Monitor”), is authorized and directed to administer distributions to Affected Unsecured Creditors with Proven Claims (each as defined in the Plan);

AND WHEREAS the Monitor’s address information on file for certain Affected Unsecured Creditors (the “Listed Creditors”) needs to be updated to ensure distributions can be delivered to such Listed Creditors;

AND WHEREAS the Customer wishes to use Mintz as a service provider to complete updates to the address information on file for the Listed Creditors in an effort to obtain current address information;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other goods and valuable consideration (receipt and sufficiency of which is hereby acknowledged by Mintz and the Customer), Mintz and the Customer hereby covenant and agree as follows:

1. Defined Terms. In this Agreement, the following terms shall, unless the context clearly requires otherwise, have the meaning established for such terms as follows:
  - (a) “Agreement” shall mean this agreement, including the schedules hereto, and all amendments made in writing between the parties;
  - (b) “Applicable Laws” mean any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, regulatory policy or guideline, codes or standards of any Governmental Authority, or any order, judgment, injunction, directive, decision, decree, award or writ of any court, tribunal, arbitrator, Governmental Authority or any consent, exemption, approval or licence of any Governmental Authority;
  - (c) “Consumer” means any individual;
  - (d) “Consumer Reports” has the meaning ascribed thereto in the *Consumer Reporting Act* (Ontario) or appropriate equivalent legislation in other Provinces, whichever is applicable;

- (e) “Governmental Authority” means any government, parliament, legislature, regulatory authority, governmental department, agency, commission, board, tribunal, or court or other law, rule or regulation-making entity of any nation, state or province or other subdivision thereof or any municipality, district or other subdivision thereof;
- (f) “Located” means we have located and verified a logical address or contact method for a Listed Creditor.
- (g) “Listed Creditors” are a subset of the Affected Unsecured Creditors listed on the creditor schedule provided by the Monitor to Mintz who are entitled to distributions from Sears Canada Inc. and its affiliates and are all former employees and/or retirees of Sears Canada Inc. or its affiliates.
- (i) “Personal Information” has the meaning ascribed thereto in the Privacy Act;
- (j) “Privacy Act” means the *Personal Information Protection and Electronic Documents Act* (Canada) as same may be amended from time to time;
- (k) “Reports” means any Consumer Report or investigative report, results, summary or information (whether written or oral and whether or not in electronic form) containing Personal Information and/or financial information about a Consumer which is supplied from time to time by Mintz to the Customer or which the Customer orders pursuant to this Agreement and “Report” means any one of them; and
- (l) “Representatives” means, with respect to an entity, that entity’s directors, officers, shareholders, employees, contractors, agents, representatives and all the affiliates of such entity together with their respective and applicable directors, officers, shareholders, employees, contractors, agents and representatives.

2. Service. Mintz agrees to diligently take steps reasonably available to Mintz to locate and verify a logical address or contact method for a Listed Creditor and provide the Customer with Reports for Listed creditors that have been Located when ordered by the Customer, provided that the Customer complies with all the provisions of this Agreement.

3. Fees. The Customer agrees to pay the applicable fee for each type of Report as set-out in Schedule “A” plus all applicable taxes. In the event that the Customer and Mintz agree on a revised fee from time to time in the future, that revised fee shall apply in respect of all future Reports. Mintz will invoice the Customer monthly for services performed and the Customer agrees to pay such invoice within 45 days of the date of the invoice. Interest on overdue invoices shall accrue at the rate of eighteen per cent (18%) per annum compounded monthly until paid.

4. Procedure for Obtaining Reports. The Customer covenants and agrees to comply with and observe the following procedures in respect of ordering, obtaining and using Reports:

- (a) The Customer will order a Report from Mintz only where the individual is a Listed Creditor;
- (b) Consumer Reports will be ordered by the Customer from Mintz only in respect of Listed Creditors' distributions under the Plan;
- (c) The Customer shall transmit data to Mintz in a manner that is secure and protective of the information being relayed. This shall include any reasonable method necessary to protect the information in direct consideration of the sensitivity of the data being transmitted.

5. Representations, Warranties and Covenants from Customer. The Customer hereby represents, warrants and covenants to Mintz and acknowledges that Mintz is relying on such representations, warranties and covenants in connection with providing the Services:

- (a) the individuals whom address update information is requested are Affected Unsecured Creditors with Proven Claims against the Customer or its affiliates;
- (b) the Customer will utilize the Reports and Personal Information received from Mintz in compliance with all Applicable Laws;
- (c) the Customer will maintain all Personal Information contained in Reports in complete and strict confidentiality and not permit any other person(s) to access or obtain copies of any Reports, except for the person(s) required to have access in connection with the implementation of the Plan or as otherwise required by Applicable Laws.
- (d) the Personal Information in the Reports will be treated as Personal Information in accordance with Applicable Laws. The Customer further acknowledges that, where a request is made to Mintz in accordance with Applicable Laws, Mintz is required to disclose all Personal Information reported or held by Mintz in accordance with Applicable Laws.

6. Representations and Warranties from Mintz. Mintz hereby represents, warrants and covenants to the Customer and acknowledges that the Customer is relying on such representations, warranties and covenants in connection with providing the Services:

- (a) Mintz has the right, power and authority to enter into and fully perform this Agreement in accordance with its terms;

- (b) the Services will be rendered using sound, professional practices and by knowledgeable, trained and qualified personnel and the Services will be of high quality (relative to the fees paid) and conform to this Agreement; and
- (c) Mintz will comply with all Applicable Laws.

7. Confidentiality. Each of the parties to this Agreement undertakes and agrees to keep fully confidential all of the terms of this Agreement in addition to any other information of a confidential nature they may obtain access to in relation to the other party's business and agrees not to disclose such information to anyone other than to certain of its employees on a need to know basis only, provided such employees are bound by confidentiality obligations by virtue of their employment with such party. The foregoing obligations of confidentiality shall apply for the duration of the Agreement, including any extension thereof, and for a period of five (5) years from expiry of the Agreement or any extension thereof, and shall be binding on the parties thereto, including their successor and assigns. The obligations of confidentiality hereunder do not apply when any term of the Agreement is required to be disclosed pursuant to an order of a court or regulatory authority of competent jurisdiction or otherwise as required by Applicable Laws or as required for the Monitor to comply with its duties as court-officer in the proceedings of the Customer under the *Companies' Creditors Arrangement Act* (Canada), provided the party disclosing such information first gives the other party notice of such order or requirement. Furthermore, each party acknowledges that, in the event of a breach or threatened breach of this confidentiality undertaking, damages are an inadequate remedy, and the other party shall be entitled to seek an injunction restraining such breach or threatened breach and to resort to any other remedy available to it at law or equity.

8. Privacy and Personal Information Protection. The following provisions shall apply in the event that one party makes Personal Information available to the other:

Neither party shall request Personal Information beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Information shall be reasonable. Each of the parties will agree in advance as to the type of Personal Information which is required to be made available. In the event that one party makes Personal Information available to the other party, each of the parties shall:

- (a) comply with applicable Canadian federal and provincial privacy laws as amended from time to time;
- (b) ensure that Personal Information will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available or as required by Applicable Laws;
- (c) ensure that it has technological, physical and organizational security measures in place to protect Personal Information;
- (d) not disclose the Personal Information or knowledge of its existence to any third party, except with the written consent of the other or as required by Applicable Laws;

- (e) to reasonably cooperate with the other in connection with access requests for Personal Information;
- (f) to amend Personal Information only upon receiving instructions to do so from the other party, its personnel or as required by Applicable Laws; and
- (g) promptly, and in any event within 30 days, return to the other or destroy with care all Personal Information which is no longer necessary to fulfill the purpose(s) of providing the services described in Section 2, unless otherwise instructed by the other party, its personnel or required by Applicable Laws, and confirm to the other party when all such Personal Information has been returned or destroyed.

9.. The Customer acknowledges that information and data in Reports is obtained by Mintz from and processed by fallible sources (human and otherwise) and that the fee charged by Mintz to the Customer does not reflect a component for Mintz acting as insurer or guarantor of the contents of the Reports and the Customer therefore acknowledges that Mintz is not acting as an insurer or a guarantor of the accuracy of the information and data reported in the Reports. Notwithstanding anything to the contrary in this Agreement, Mintz will use reasonable commercial efforts to ensure that the Listed Creditors are Located and the information and data provided to the Customer is accurate.

10. Exclusion of Liability and Limitation of Liability. In no event shall either party or its Representatives be liable for any consequential, exemplary, special, indirect, incidental or punitive damages or lost revenue, lost profits or anticipated business arising from or relating to this Agreement or the Reports, however caused (even if they have been advised of the possibility of such damages). Except for a breach of confidentiality, the aggregate liability of both parties with respect to any damages incurred by the other party for any other damages arising from or relating to this Agreement, the subject matter hereof, or the Reports, however caused, under any theory of liability, shall not exceed the amounts received by Mintz as payment for the service of providing the Report in question. This limitation applies to all causes of actions or claims in the aggregate including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, claims for failure to exercise due care and other torts. Mintz and the Customer expressly acknowledge and agree that the limitations and exclusions contained herein represent the parties' agreement as to the allocation of risk between the parties in connection with Service Provider's obligations under this Agreement. The payments payable to Mintz in connection herewith reflect this allocation of risk and the exclusion of consequential and other damages herein and the monetary limit on liability for any other matter.

11. Termination.

Customer may terminate this Agreement upon thirty (30) days written notice to Mintz. Upon termination Customer agrees to pay Mintz all fees earned by Mintz up to the date and time of such termination.

12. Miscellaneous.

- (a) Nothing in this Agreement shall constitute the parties as partners of one another, nor shall anything herein constitute the parties as agent for one another. The parties are and at all times will remain independent contractors and neither party shall represent itself as an agent, joint venturer, partner or affiliate of the other party.
- (b) The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters beyond such party's reasonable control, including without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- (c) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall assign or otherwise transfer this Agreement or any interest herein without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (d) This Agreement together with the Schedules attached constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties. This Agreement may not be amended or modified except by written instrument executed by each of the parties hereto.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the jurisdiction of the Province of Ontario.

**WHEREOF** the parties hereto have caused this Agreement to be executed on the date first written above.

**FTI Consulting Canada Inc.,  
as court-appointed Monitor of  
Sears Canada Inc., among others,  
and not in its personal or corporate  
capacity and without personal or  
corporate liability, on behalf of**

**Sears Canada Inc.**

**Mintz Global Screening Inc.**

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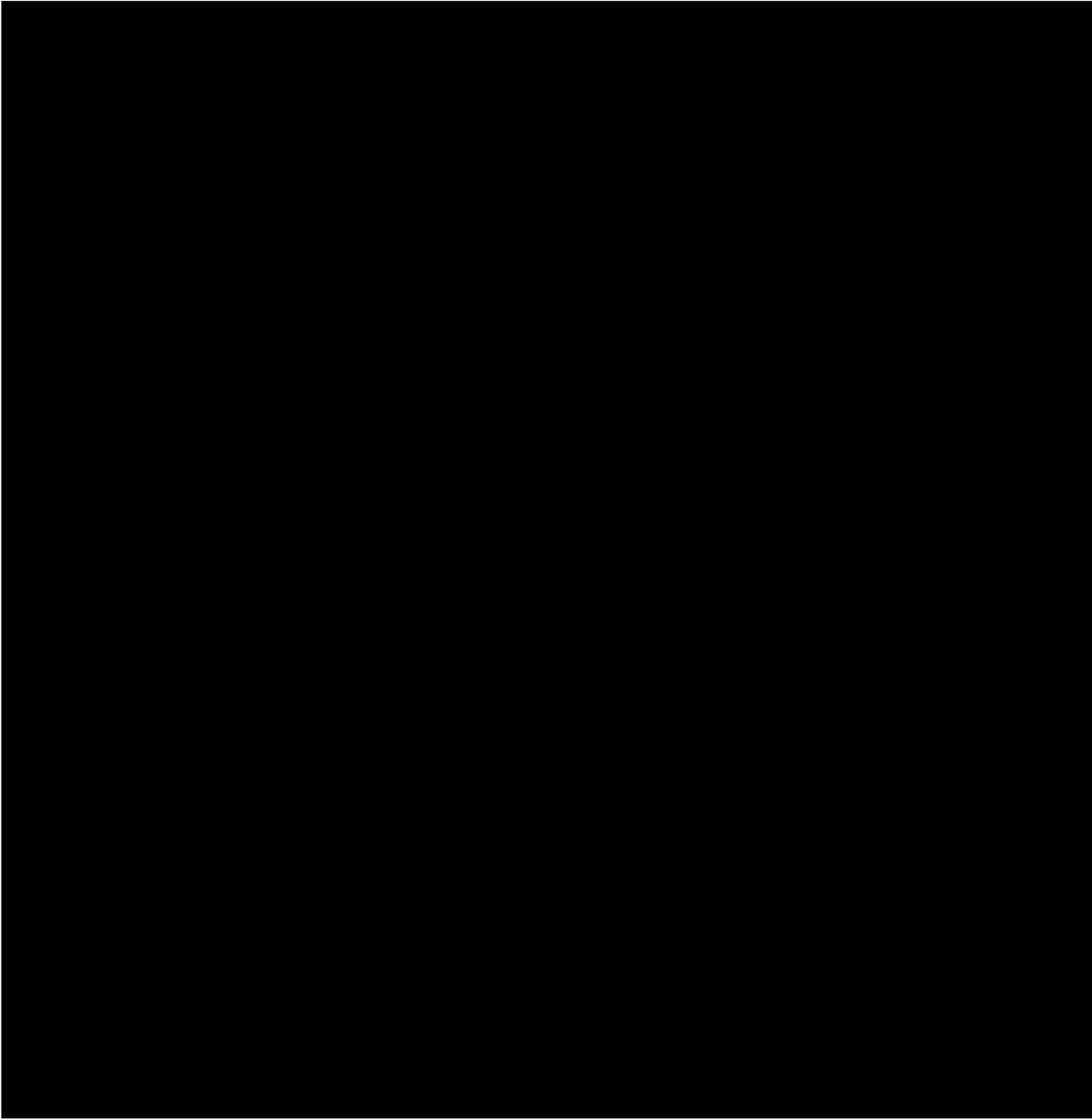
**Name: Steven Bissell  
Title: Managing Director**

---

**Sara Parkinson  
National Director of Customer  
Excellence and Sales**



Schedule A



THIS IS **EXHIBIT "B"** TO THE AFFIDAVIT OF  
KATIE PARENT SWORN BEFORE ME VIA  
VIDEOCONFERENCE IN THE CITY OF TORONTO,  
IN THE PROVINCE OF ONTARIO,  
THIS 13TH DAY OF DECEMBER, 2021,  
IN ACCORDANCE WITH O. REG. 431/20,  
ADMINISTERING OATH OR DECLARATION  
REMOTELY



---

*A Commissioner for taking Affidavits (or as may be)*

# LOCATION SERVICES

integrity, objectivity, accuracy

## Company Profile

Mintz Global Screening is a leading provider of locating services and has been locating missing pension plan members for over 25 years. We have assisted thousands of clients in managing their portfolios and ensuring compliance. Our clients receive the highest quality of service and the most comprehensive solutions in the industry.

### CONSULTANTS

Our staff are qualified and experienced to answer your needs. We possess a network of well-established contacts to have access to logical information sources ensuring we obtain objective and accurate information.

### CLIENTS

Mintz Global Screening has the pleasure of serving a variety of clients. They come from all sectors including:

- **Actuarial Firms**
- **Financial Institutions**
- **Insurance Companies**

We recognize that all clients, large or small, have their own needs and requirements. We pride ourselves on flexibility and can customize a solution to fit your needs.

## Our Strengths

- We have extensive experience; our roots go back to 1922.
- We are the leader of information reporting in Canada
- We offer complete North American coverage with international capabilities
- We are supported by advanced automation and highly secure on-line services
- We obtain quality information and offer excellent customer service
- We have customized solutions to meet our clients' needs
- Established network contacts to assist us
- Experience you can count on

**Mintz Global Screening | Pension Location Services**

T +1 647.497.5400 x 7882 | 1 877.359.8130

F +1 416.391.1294 | 1.866.830.0688

salesinfo@mintzglobal.com

# SERVICE & PRICE

integrity, objectivity, accuracy

SERVICE	PRICE
<p><b>RESULTS</b></p> <p>Where available we will determine:</p> <ul style="list-style-type: none"> <li>• Current Address</li> <li>• Phone Number</li> <li>• Name Changes</li> <li>• Date of death/Next of Kin (If Deceased)</li> </ul> <p><b>MINTZ ADVANTAGE</b></p> <ul style="list-style-type: none"> <li>• A reputation that is second to none</li> <li>• Qualified personnel</li> <li>• Accurate Results</li> <li>• Fast service</li> <li>• Customized handling &amp; reporting</li> <li>• More than 25 years' experience</li> </ul>	<p>The cost of locating plan members varies depending on the amount requested and is applicable to the entire project.</p> <p>We also offer customized solutions to address your needs such as contingent locate pricing, database updates and special pricing for larger projects.</p> <p>For the best results during handling we need at least <b>three</b> of the following pieces of information:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Date of Birth</li> <li>• Social Insurance Number</li> <li>• Last Known Address</li> </ul> <p>Mintz Global Screening is the leader in Pension Plan Locates. We have an unsurpassed success rate for locating plan members and/or their next of kin.</p> <p>Call us today to speak to one of our pension locating representatives to discuss the best solution for your firm.</p>

## Mintz Global Screening | Pension Location Services

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F +1 416.391.1294 | 1.866.830.0688

salesinfo@mintzglobal.com

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

Court File No.: CV-17-11846-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS  
CANADA INC., et al.

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

Proceeding commenced at TORONTO

**AFFIDAVIT OF KATIE PARENT  
(Sworn December 13, 2021)**

**NORTON ROSE FULBRIGHT CANADA LLP**  
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Toronto, ON M5K 1E7

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Tel: +1 416.216.2419

Fax: +1 416.216.3930

Lawyers for FTI Consulting Canada Inc., in its  
capacity as Monitor

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

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**MOTION RECORD  
(returnable December 16, 2021)**

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Toronto, Ontario M5K 1E7 CANADA

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Lawyers for the Monitor, FTI Consulting  
Canada Inc.