

# TAB B

**THIS IS EXHIBIT "B" TO THE AFFIDAVIT  
OF BILLY WONG SWORN BEFORE ME ON  
THIS 13<sup>th</sup> DAY OF NOVEMBER, 2017**

A handwritten signature in black ink, appearing to be 'C. Allen', written over a horizontal line.

A Commissioner for taking Affidavits

## REMAINING CONTRACTS

### KEY CONTRACTS:

#### *Customer Contracts:*

No.	Counterparty	Agreement	Date of Agreement
1.	CANADA POST CORPORATION	Western National Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc.	June 23, 2015
2.	CANADA POST CORPORATION	Amendment No. 1 to the Western National Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc., dated June 23, 2015	July 29, 2015
3.	CANADA POST CORPORATION	Amendment No. 2 to the Western National Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc., dated June 23, 2015	September 18, 2015
4.	CANADA POST CORPORATION	Amendment No. 3 to the Western National Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc., dated June 23, 2015	October 1, 2015
5.	CANADA POST CORPORATION	Transborder Agreement between Canada Post Corporation and S.L.H. Transport Inc.	June 27, 2017
6.	CANADA POST CORPORATION	Huron Rideau Regional Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc.	September 9, 2016

**ARI Financial Services Inc. Leases:**

No.	Tractor	Div	Fleet	Mgr	Year	Make	Serial	Owner Name	Lease Expiry
1.	121823	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV8DLBW5037	ARI FINANCIAL SERVICES INC.	11/30/2017
2.	121824	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDVXDLBW5038	ARI FINANCIAL SERVICES INC.	11/30/2017
3.	121825	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV1DLBW5039	ARI FINANCIAL SERVICES INC.	10/31/2017
4.	121826	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV8DLBW5040	ARI FINANCIAL SERVICES INC.	11/30/2017
5.	121827	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDVXDLBW5041	ARI FINANCIAL SERVICES INC.	11/30/2017
6.	121828	TOR	10	RHAYEL	2013	FREIGHTLINER	1FUJGEDV1DLBW5042	ARI FINANCIAL SERVICES INC.	11/30/2017
7.	121829	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV3DLBW5043	ARI FINANCIAL SERVICES INC.	11/30/2017
8.	121830	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV5DLBW5044	ARI FINANCIAL SERVICES INC.	11/30/2017
9.	121838	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV4DLBW5052	ARI FINANCIAL SERVICES INC.	11/30/2017
10.	221831	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV7DLBW5045	ARI FINANCIAL SERVICES INC.	11/30/2017
11.	221832	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV9DLBW5046	ARI FINANCIAL SERVICES INC.	11/30/2017
12.	221833	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV0DLBW5047	ARI FINANCIAL SERVICES INC.	11/30/2017
13.	221834	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV2DLBW5048	ARI FINANCIAL SERVICES INC.	10/31/2017
14.	221835	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV4DLBW5049	ARI FINANCIAL SERVICES INC.	11/30/2017
15.	421837	LON	40	RHAYEL	2013	FREIGHTLINER	1FUJGEDV2DLBW5051	ARI FINANCIAL SERVICES INC.	11/30/2017
16.	521840	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDR6DLFD7246	ARI FINANCIAL SERVICES INC.	11/30/2017
17.	521841	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDR8DLFD7247	ARI FINANCIAL SERVICES INC.	11/30/2017

18.	521842	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDRXDLFD7248	ARI FINANCIAL SERVICES INC.	11/30/2017
19.	521843	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDR1DLFD7249	ARI FINANCIAL SERVICES INC.	11/30/2017
20.	521844	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDV6DLBW5053	ARI FINANCIAL SERVICES INC.	10/31/2017
21.	521845	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDV8DLBW5054	ARI FINANCIAL SERVICES INC.	10/31/2017
22.	521846	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDVXDLBW5055	ARI FINANCIAL SERVICES INC.	10/31/2017
23.	621836	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDVODLBW5050	ARI FINANCIAL SERVICES INC.	10/31/2017
24.	621847	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV1DLBW5056	ARI FINANCIAL SERVICES INC.	10/31/2017
25.	621848	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV3DLBW5057	ARI FINANCIAL SERVICES INC.	10/31/2017
26.	621849	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV5DLBW5058	ARI FINANCIAL SERVICES INC.	10/31/2017
27.	621850	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV7DLBW5059	ARI FINANCIAL SERVICES INC.	10/31/2017
28.	621851	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV3DLBW5060	ARI FINANCIAL SERVICES INC.	10/31/2017
29.	621852	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV5DLBW5061	ARI FINANCIAL SERVICES INC.	11/30/2017
30.	621853	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDVXDLBW5069	ARI FINANCIAL SERVICES INC.	11/30/2017
31.	621854	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV6DLBW5070	ARI FINANCIAL SERVICES INC.	10/31/2017
32.	621855	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV8DLFD7357	ARI FINANCIAL SERVICES INC.	11/30/2017
33.	721389	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV7DLBW5062	ARI FINANCIAL SERVICES INC.	11/30/2017
34.	721390	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV9DLBW5063	ARI FINANCIAL SERVICES INC.	11/30/2017
35.	721391	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV0DLBW5064	ARI FINANCIAL SERVICES INC.	11/30/2017
36.	721392	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV2DLBW5065	ARI FINANCIAL SERVICES INC.	11/30/2017
37.	721393	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV4DLBW5066	ARI FINANCIAL SERVICES INC.	11/30/2017

38.	721394	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV6DLBW5067	ARI FINANCIAL SERVICES INC.	11/30/2017
39.	721395	CTL	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV8DLBW5068	ARI FINANCIAL SERVICES INC.	11/30/2017

## ADDITIONAL CONTRACTS:

### Customer Contracts:

No.	Counterparty	Agreement	Date of Agreement
1.	ARLANXEO CANADA INC.	Lanexx Inc. Transportation Agreement between Lanexx Inc. and S.L.H. Transport Inc.	February 1, 2011
2.	CH ROBINSON WORLDWIDE	Agreement for Motor Contract Carrier Services between C.H. Robinson Worldwide, Inc. and its affiliated broker subsidiaries, and S.H.L. Transportation Inc.	October 1, 2009
3.	CH ROBINSON WORLDWIDE	Addendum to Master Carrier Agreement Specified Contract Freight between C.H. Robinson Worldwide Inc. and S.L.H. Transport Inc., dated October 1, 2009	May 10, 2011
4.	COOPER TIRE & RUBBER CO	Motor Carrier Agreement between S.L.H. Transport Inc. and Cooper Tire & Rubber Company	July 3, 2013
5.	COVENANT TRANSPORT SOLUTIONS, INC.	Covenant Transport Solutions, Inc. General Terms and Condition.	June 10, 2016
6.	ECHO GLOBAL LOGISTICS	Broker-Carrier Agreement between Echo Global Logistics, Inc. and its subsidiary, Command Transportation, LLC and S.L.H. Transport Inc.	July 7, 2017
7.	FEDEX GROUND PACKAGE SYSTEM, LTD.	Transportation Agreement between FedEx Ground Packaging System, LTD. and S.L.H. Transport Inc.	March 22, 2017
8.	FUEL TRANSPORT	Agreement for Motor Contract Carrier Services between S.L.H. Transport Inc. and Fuel Transport Inc.	March 22, 2017
9.	THE GOODYEAR TIRE & RUBBER COMPANY	Master Transportation Agreement between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	April 1, 2011
10.	THE GOODYEAR TIRE & RUBBER COMPANY	Truckload Service Level Agreement between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	May 1, 2016
11.	THE GOODYEAR TIRE & RUBBER COMPANY	Amendment of the Truckload Service Level Agreement dated May 1, 2016 between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	June 1, 2017
12.	GOODYEAR CANADA INC.	Master Transportation Agreement. between Goodyear Canada Inc. and S.L.H. Transport Inc	April 1, 2011
13.	GOODYEAR CANADA INC.	Truckload Service Level Agreement between Goodyear Canada	May 1, 2016

No.	Counterparty	Agreement	Date of Agreement
		Inc. and S.L.H. Transport Inc.	
14.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	August 25, 2016
15.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	March 23, 2015
16.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	March 24, 2015
17.	IKEA SUPPLY AG	Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc.	May 18, 2012
18.	IKEA SUPPLY AG	Shipment Rules and Accessorial Charges	Undated.
19.	IKEA SUPPLY AG	Frame Agreement between IKEA Supply AG and S.L.H. Transport Inc.	October 1, 2015
20.	IKEA SUPPLY AG	IKEA North America General Terms for Transport Services	May 8, 2012
21.	KRUGER SERVICES INC.	Agreement for Motor Carrier Services between Kruger Services Inc. and S.L.H. Transport Inc.	June 4, 2012
22.	LOBLAWS INC.	Confidential Transportation Services Contract between Loblaws Inc. and S.L.H. Transport Inc.	March 24, 2015
23.	PEPSICO FOODS CANADA, A BUSINESS UNIT OF PEPSICO CANADA ULC	Motor Transportation Agreement between PepsiCo Canada ULC and S.L.H. Transport Inc.	May 3, 2017
24.	SCHENKER OF CANADA	Contract for Motor Transportation Services between Schenker Inc. and S.H.L. Transport Inc.	June 16, 2016
25.	SELKIRK (AKA SUPERVENT)	General Terms and Conditions between S.L.H. Transport Inc. and Selkirk (AKA Supervent)	December 15, 2015
26.	TRANSFREIGHT, LLC	Motor Carrier Agreement between S.L.H. Transport Inc. and Transfreight, LLC.	January 24, 2014
27.	XPO LOGISTICS, LLC	Motor Carrier Transportation Agreement between XPO Logistics, LLC, XPO Logistics Canada Inc., Bounce Logistics Inc. Express-1 Inc. Concert Group Logistics, Inc. d/b/a XPO Global Logistics, XPO NLM, LLC and any other companies owned or affiliated with any of the listed entities and S.L.H.	June 27, 2014

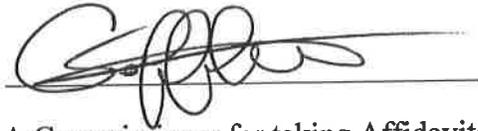
No.	Counterparty	Agreement	Date of Agreement
		Transport Inc.	

*Additional Leases:*

No.	Location	Landlord	Lease Agreement	Date of Agreement
1.	Vaughan, ON	Tamworth Properties Inc.	Lease Agreement between Tamworth Properties Inc. and Sears Canada Inc.	April 1, 2016

# TAB C

**THIS IS EXHIBIT "C" TO THE AFFIDAVIT  
OF BILLY WONG SWORN BEFORE ME ON  
THIS 13<sup>th</sup> DAY OF NOVEMBER, 2017**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner for taking Affidavits

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

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

THE HONOURABLE MR.

JUSTICE HAINEY

)  
)  
)WEDNESDAY, THE 4<sup>TH</sup>

DAY OF OCTOBER, 2017



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., CORBEIL  
ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC.,  
SEARS CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an “**Applicant**”, and collectively, the “**Applicants**”)

**APPROVAL AND VESTING ORDER**  
**(S.L.H. Transport Inc.)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the “**CCAA**”) for an order, inter alia, (i) approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement between S.L.H. Transport Inc., Sears Canada Inc. and 168886 Canada Inc. (collectively, the “**Sellers**”), as vendors, and 8507597 Canada Inc. (the “**Purchaser**”), as purchaser, made as of September 29, 2017 (the “**APA**”) and certain related relief, and (ii) vesting in and to the Purchaser all right, title and interest of the Sellers in and to the Purchased Assets (as defined in the APA), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Billy Wong sworn on September 29, 2017 including the exhibits thereto, and the Third Report of FTI Consulting Canada Inc., in its capacity as Monitor (the "**Monitor**"), filed, and on hearing the submissions of respective counsel for the Applicants, the Monitor, the Purchaser, the DIP ABL Agent, the DIP Term Agent and such other counsel as were present, no one else appearing although duly served as appears from the Affidavits of Service of Waleed Malik and Francesca Del Rizzo sworn October 1 and 2, 2017, filed:

### **SERVICE AND DEFINITIONS**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated June 22, 2017 (the "**Initial Order**"), or in the APA, as applicable.

### **APPROVAL OF THE APA**

3. THIS COURT ORDERS AND DECLARES that the entering into of the Transaction by the Sellers is hereby approved and ratified and that the execution of the APA by the Sellers is hereby authorized, approved and ratified with such minor amendments as the Sellers (with the consent of the Monitor after consultation with the DIP Lenders) and the Purchaser may agree to in writing. The Sellers are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the APA and this Order, and shall not incur any liability as a result thereof.
4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Sellers' right, title and interest in and to the Purchased Assets, excluding any Intellectual Property subject to the Trademark License Agreement, as amended, with Sears Roebuck and Co., shall vest absolutely in the Purchaser, free and clear of and from any

and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of the Purchased Assets (collectively, the "**Claims**"), including, without limiting the generality of the foregoing:

- (a) the Administration Charge, the FA Charge, the KERP Priority Charge, the Directors' Priority Charge, the DIP ABL Lenders' Charge, the DIP Term Lenders' Charge, the KERP Subordinated Charge and the Directors' Subordinated Charge (as such terms are defined in the Initial Order) and any other charges hereafter granted by this Court in these proceedings (collectively, the "**CCAA Charges**"); and
- (b) all charges, security interests or claims evidenced by registrations pursuant to any personal property registry system;

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances listed on Schedule "B" hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the Transaction (the "**Net Proceeds**"), with the same priority as they had with respect to the Purchased Assets immediately prior to the Closing Date of the Transaction, as if the Transaction had not been completed.

6. THIS COURT ORDERS that, to the extent that obligations remain owing by the Applicants under the DIP ABL Credit Agreement and/or the DIP Term Credit Agreement, the Monitor be and is hereby authorized and directed to distribute, on behalf of the Applicants, on the day of filing the Monitor's Certificate or as soon as practicable thereafter, the Net Proceeds, in partial repayment of amounts then owing by the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement, as applicable, in such amounts as agreed to by the DIP ABL Agent and DIP Term Agent, as applicable, or if no such applicable agreement can be reached, on further Order of the Court (a "**Distribution**").

7. THIS COURT ORDERS that any Distribution made pursuant to this Order shall be and shall be deemed to be made free and clear of all Claims and Encumbrances.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the distribution permitted by paragraph 6 above shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT ORDERS that, if all obligations of the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement have been satisfied in full the Monitor shall be entitled to retain the Net Proceeds or any remaining portion thereof on behalf of the Applicants to be dealt with by further Order of the Court.

10. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in accordance with the terms of the APA.

11. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Sellers or the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Sellers' records pertaining to the Employees (as defined in the APA), including personal information of those Employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Sellers.

12. THIS COURT ORDERS that subject to the terms of the APA nothing herein affects:

- (a) the rights and obligations of Sears Canada Inc. (“**Sears Canada**”) and a contractual joint venture comprised of Gordon Brothers Canada ULC, Merchant Retail Solutions ULC, Tiger Capital Group, LLC and GA Retail Canada ULC (the “**Agent**”) under the Amended and Restated Agency Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017;
- (b) the rights and obligations of Sears Canada and the Agent under the Amended and Restated Consulting Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017; and
- (c) the terms of the Liquidation Sale Approval Order granted July 18, 2017 including the Sale Guidelines attached as Schedule “A” thereto.

#### **SEALING**

13. THIS COURT ORDERS that Confidential Appendix “C” to the Third Report of the Monitor and the schedules to and other financial information contained in the APA shall be and is hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

#### **GENERAL PROVISIONS**

14. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

16. THIS COURT HEREBY REQUESTS the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.



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**C. Irwin**  
**Registrar**

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

OCT 05 2017

PER / PAR: 

**SCHEDULE "A"**

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

**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 SEARS CANADA INC., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an "**Applicant**", and collectively, the "**Applicants**")

**MONITOR'S CERTIFICATE****RECITALS**

A. All undefined terms in this Monitor's Certificate have the meanings ascribed to them in the Order of the Court dated ■■■, 2017 (the "**Approval and Vesting Order**") approving the Asset Purchase Agreement between S.L.H. Transport Inc., Sears Canada Inc. and 168886 Canada Inc. (collectively, the "**Sellers**"), as vendors, and 8507597 Canada Inc. (the "**Purchaser**"), as purchaser, made as of September 29, 2017 (the "**APA**"), a copy of which is attached as Exhibit "A" to the Affidavit of Billy Wong sworn September 29, 2017.

B. Pursuant to the Approval and Vesting Order the Court approved the APA and provided for the vesting in the Purchaser of the Sellers' right, title and interest in and to the Purchased Assets (as defined in the APA), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and the Sellers of a certificate confirming (i) all

conditions to Closing have been satisfied or waived by the Purchaser and the Sellers, as applicable; and (ii) the cash portion of the Purchase Price and all applicable sales and transfer Taxes payable (each as defined in the APA) by the Purchaser to the Sellers have been received by the Monitor.

THE MONITOR CERTIFIES the following:

1. All conditions to Closing have been satisfied or waived by the Purchaser and the Sellers, as applicable; and
2. The cash portion of the Purchase Price and all applicable sales and transfer Taxes payable by the Purchaser to the Sellers have been received by the Monitor.

This Monitor's Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI CONSULTING CANADA INC.**, in its capacity as Court-appointed Monitor of Sears Canada Inc., et al and not in its personal or corporate capacity

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "B"****PERMITTED ENCUMBRANCES**

**"Permitted Encumbrances"** means, collectively, (a) any Encumbrances resulting from the Buyer's actions or omissions; and (b) all Security/Registrations in favour of ARI Financial Services Inc. in respect of the Assumed Contracts.

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., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

Applicants

*Ontario*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
Proceeding commenced at Toronto

**ORDER**  
Approval and Vesting Order  
(S.L.H. Transport Inc.)

**OSLER, HOSKIN & HARCOURT, LLP**  
P.O. Box 50, 1 First Canadian Place  
Toronto, ON M5X 1B8

Marc Wasserman LSUC# 44066M  
Tel: 416.862.4908

Jeremy Dacks LSUC# 41851R  
Tel: 416.862.4923

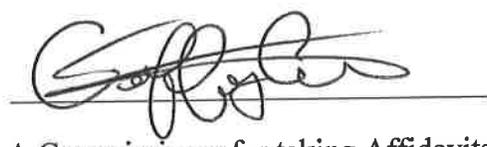
Tracy Sandler LSUC# 32443N  
Tel: 416.862.5890

Karin Sachar LSUC# 59944E  
Tel: 416.862.5949  
Fax: 416.862.6666

Lawyers for the Applicants

# TAB D

**THIS IS EXHIBIT "D" TO THE AFFIDAVIT  
OF BILLY WONG SWORN BEFORE ME ON  
THIS 13<sup>th</sup> DAY OF NOVEMBER, 2017**

A handwritten signature in black ink, appearing to be 'G. P. ...', is written over a horizontal line. The signature is stylized and cursive.

A Commissioner for taking Affidavits



October 20, 2017

8507597 Canada Inc.  
4, rue du Transport,  
Coteau-du-Lac, Quebec J0P 1B0

**Attention: Daniel Goyette**

**Re: Notice of Extension of Closing Date of Asset Purchase Agreement between S.L.H. Transport Inc. / Transports S.L.H. Inc. (the "Seller"), 8507597 Canada Inc., Sears Canada Inc. and 168886 Canada, Inc., dated September 29, 2017, as amended (the "Purchase Agreement")**

Dear Mr. Goyette,

Reference is made to the definition of "Closing Date" in Section 1.1(w) of the Purchase Agreement.

The Seller hereby extends the outside date referenced in the definition of "Closing Date" by 40 days, from October 25, 2017 to December 4, 2017.

Yours very truly,

Paul Cooper, President

cc: Jeffrey Merk, Aird & Berlis LLP  
Kyle B. Plunkett, Aird & Berlis LLP  
Marc Wasserman, Osler, Hoskin & Harcourt LLP  
Tracy Sandler, Osler, Hoskin & Harcourt LLP  
Paul Bishop, FTI Consulting Canada Inc.  
Orestes Pasparakis, Norton Rose Fulbright Canada LLP  
Virginie Gauthier, Norton Rose Fulbright Canada LLP



# **TAB E**

**THIS IS EXHIBIT "E" TO THE AFFIDAVIT  
OF BILLY WONG SWORN BEFORE ME ON  
THIS 13<sup>th</sup> DAY OF NOVEMBER, 2017**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner for taking Affidavits

October ●, 2017

«Party\_Legal\_Name»  
«Mailing\_Address»  
«City», «ProvinceState» «PostalZIP»

Attn: «Attention»

**IMMEDIATE ACTION REQUIRED**

**Re: Your agreement(s) with S.L.H. Transport Inc. / Transports S.L.H. Inc.  
("SLH") listed on Exhibit "A" attached hereto (the "Contract")**

Dear Sir/Madame,

As you may be aware, Sears Canada Inc. and certain of its affiliates and subsidiaries, including SLH applied for and were granted protection by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**"), and FTI Consulting Canada Inc. (the "**Monitor**") was appointed as monitor of the Applicants pursuant to an Order of the Court dated June 22, 2017, as amended and restated on July 13, 2017, and as further amended, restated and/or amended and restated from time to time.

SLH and 8507597 Canada Inc. (the "**Purchaser**"), an affiliated company to C.A.T. Inc. and to C.A.T. Global Inc. (collectively, the "**CAT Group**"), have entered into an asset purchase agreement (the "**Transaction Agreement**") whereby the Purchaser will acquire substantially all of SLH's business and assets, including the Contract (the "**Transaction**"). The Purchaser is acquiring SLH's business on a going concern basis. The Transaction was approved by the Court pursuant to an Approval and Vesting Order dated October 4, 2017, copy of which is attached hereto as Exhibit "B", and a redacted copy of the Transaction Agreement can be found on the Monitor's website at <http://cfcanada.fticonsulting.com/searscanada>.

For over 40 years, the CAT Group has focused exclusively on the transportation market space and developed a strong expertise in cross-border logistics and freight transportation within North America. The Purchaser is excited about this opportunity and believes that the acquisition of the SLH business and related assets will expand the CAT Group's service offering with complementary lanes, a broader geographical reach, and diversify its customer base. This combined entity will become the 8<sup>th</sup> largest transportation and freight

management company in Canada. The Purchaser looks forward to working with you and is taking immediate steps to effect a smooth transition which includes no structural changes to our current customer service and account management teams.

If you have any questions or require any more information about the Purchaser, please contact Daniel Goyette at 450-379-6161 or by email at [daniel@cat.ca](mailto:daniel@cat.ca), or Annie Goyette at 450-379-2794 or by email at [agoyette@cat.ca](mailto:agoyette@cat.ca), who, together with the SLH Senior Management Team and the Monitor, will be working with you in coordinating the transition of SLH's business to the Purchaser.

SLH and the Purchaser request that you provide your consent to the assignment of all of SLH's rights under the Contract and the assumption by the Purchaser of all of SLH's obligations under the Contract by signing this letter and returning it to the undersigned by mail, facsimile or email, which we are requesting that you do at your earliest convenience and in any event within five (5) days of your receipt of this letter. If you deliver your consent by email, please send a scanned copy of this fully executed letter in portable document format (pdf) to the undersigned. In the event that you fail to provide a signed copy of this letter to the Monitor and SLH on or before the aforementioned time period, SLH will seek an Order of the Court (an "Assignment Order") pursuant to Section 11.3 of the CCAA to assign the Contract without your consent.

All monetary defaults in relation to the Contract, other than those arising by reason only of SLH's insolvency, the commencement of proceedings under the CCAA or SLH's failure to perform a non-monetary obligation, including those relating to the period prior to June 22, 2017 (the "Cure Costs"), will be remedied upon the assignment of the Contract to the Purchaser on the Closing Date, whether such assignment is effected consensually or pursuant to an Assignment Order. Representatives of SLH and/or the Purchaser will be in contact with you to determine the amount of Cure Costs that are owing to you, if any.

Once assigned, the terms of the Contract will not change and the Purchaser will become responsible for all post-assignment obligations of SLH under the Contract, including any payments associated therewith.

Thank you for your continued co-operation and support during this restructuring period. We are extremely confident that our new affiliation will exceed your service expectations by and the additional benefits it provides to each of our clients and suppliers.

If, for whatever reason, the Transaction is not completed, we will promptly apprise you of that fact and this notice (and your consent to the assignment of the Contract as provided hereby) shall be deemed null and void.

Should you have any questions about the form of consent, we direct you to speak with our counsel Megan Lem, Osler, Hoskin & Harcourt LLP, 416.862.4723 or by email at [mlem@osler.com](mailto:mlem@osler.com). Should you have any questions about the Transaction, please contact the undersigned.

Should you have any questions about the Transaction, please contact the undersigned.

Yours very truly,



**Paul Cooper**  
**President, SLH Transport Inc.**  
**[Paul.Cooper@slh.ca](mailto:Paul.Cooper@slh.ca)**

**ACCEPTED AND ACKNOWLEDGED:**

**[COUNTERPARTY]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**

**CONTRACT**

DESCRIPTION OF  
CONTRACT:

«Contract\_1»

«Contract\_2»

«Contract\_3»

«Contract\_4»

«Contract\_5»

«Contract\_6»

«Contract\_6»



**EXHIBIT B**

**APPROVAL AND VESTING ORDER**

(See attached)

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.  
JUSTICE HAINES

)  
)  
) WEDNESDAY, THE 4<sup>TH</sup>  
DAY OF OCTOBER, 2017



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., CORBEIL  
ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC.,  
SEARS CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an "Applicant", and collectively, the "Applicants")

**APPROVAL AND VESTING ORDER  
(S.L.H. Transport Inc.)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "CCAA") for an order, inter alia, (i) approving the sale transaction (the "Transaction") contemplated by an Asset Purchase Agreement between S.L.H. Transport Inc., Sears Canada Inc. and 168886 Canada Inc. (collectively, the "Sellers"), as vendors, and 8507597 Canada Inc. (the "Purchaser"), as purchaser, made as of September 29, 2017 (the "APA") and certain related relief, and (ii) vesting in and to the Purchaser all right, title and interest of the Sellers in and to the Purchased Assets (as defined in the APA), was heard this day at 330 University Avenue, Toronto, Ontario.



- 2 -

ON READING the Notice of Motion of the Applicants, the Affidavit of Billy Wong sworn on September 29, 2017 including the exhibits thereto, and the Third Report of FTI Consulting Canada Inc., in its capacity as Monitor (the "Monitor"), filed, and on hearing the submissions of respective counsel for the Applicants, the Monitor, the Purchaser, the DIP ABL Agent, the DIP Term Agent and such other counsel as were present, no one else appearing although duly served as appears from the Affidavits of Service of Waleed Malik and Francesca Del Rizzo sworn October 1 and 2, 2017, filed:

#### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated June 22, 2017 (the "Initial Order"), or in the APA, as applicable.

#### **APPROVAL OF THE APA**

3. **THIS COURT ORDERS AND DECLARES** that the entering into of the Transaction by the Sellers is hereby approved and ratified and that the execution of the APA by the Sellers is hereby authorized, approved and ratified with such minor amendments as the Sellers (with the consent of the Monitor after consultation with the DIP Lenders) and the Purchaser may agree to in writing. The Sellers are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the APA and this Order, and shall not incur any liability as a result thereof.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Monitor's Certificate"), all of the Sellers' right, title and interest in and to the Purchased Assets, excluding any Intellectual Property subject to the Trademark License Agreement, as amended, with Sears Roebuck and Co., shall vest absolutely in the Purchaser, free and clear of and from any

- 3 -

and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of the Purchased Assets (collectively, the "Claims"), including, without limiting the generality of the foregoing:

- (a) the Administration Charge, the FA Charge, the KERP Priority Charge, the Directors' Priority Charge, the DIP ABL Lenders' Charge, the DIP Term Lenders' Charge, the KERP Subordinated Charge and the Directors' Subordinated Charge (as such terms are defined in the Initial Order) and any other charges hereafter granted by this Court in these proceedings (collectively, the "CCAA Charges"); and
- (b) all charges, security interests or claims evidenced by registrations pursuant to any personal property registry system;

(all of which are collectively referred to as the "Encumbrances", which term shall not include the Permitted Encumbrances listed on Schedule "B" hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the Transaction (the "Net Proceeds"), with the same priority as they had with respect to the Purchased Assets immediately prior to the Closing Date of the Transaction, as if the Transaction had not been completed.

6. THIS COURT ORDERS that, to the extent that obligations remain owing by the Applicants under the DIP ABL Credit Agreement and/or the DIP Term Credit Agreement, the Monitor be and is hereby authorized and directed to distribute, on behalf of the Applicants, on the day of filing the Monitor's Certificate or as soon as practicable thereafter, the Net Proceeds, in partial repayment of amounts then owing by the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement, as applicable, in such amounts as agreed to by the DIP ABL Agent and DIP Term Agent, as applicable, or if no such applicable agreement can be reached, on further Order of the Court (a "Distribution").

- 4 -

7. THIS COURT ORDERS that any Distribution made pursuant to this Order shall be and shall be deemed to be made free and clear of all Claims and Encumbrances.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the distribution permitted by paragraph 6 above shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT ORDERS that, if all obligations of the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement have been satisfied in full the Monitor shall be entitled to retain the Net Proceeds or any remaining portion thereof on behalf of the Applicants to be dealt with by further Order of the Court.

10. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in accordance with the terms of the APA.

11. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Sellers or the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Sellers' records pertaining to the Employees (as defined in the APA), including personal information of those Employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Sellers.

- 5 -

12. THIS COURT ORDERS that subject to the terms of the APA nothing herein affects:
- (a) the rights and obligations of Sears Canada Inc. ("Sears Canada") and a contractual joint venture comprised of Gordon Brothers Canada ULC, Merchant Retail Solutions ULC, Tiger Capital Group, LLC and GA Retail Canada ULC (the "Agent") under the Amended and Restated Agency Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017;
  - (b) the rights and obligations of Sears Canada and the Agent under the Amended and Restated Consulting Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017; and
  - (c) the terms of the Liquidation Sale Approval Order granted July 18, 2017 including the Sale Guidelines attached as Schedule "A" thereto.

#### SEALING

13. THIS COURT ORDERS that Confidential Appendix "C" to the Third Report of the Monitor and the schedules to and other financial information contained in the APA shall be and is hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

#### GENERAL PROVISIONS

14. THIS COURT ORDERS that, notwithstanding:
- (a) the pendency of these proceedings;
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
  - (c) any assignment in bankruptcy made in respect of any of the Applicants;

- 6 -

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

16. THIS COURT HEREBY REQUESTS the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.



C. Irwin  
Registrar

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

OCT 05 2017

PER / PAR 

**SCHEDULE "A"**

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

**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 SEARS CANADA INC., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an "Applicant", and collectively, the "Applicants")

**MONITOR'S CERTIFICATE**

**RECITALS**

A. All undefined terms in this Monitor's Certificate have the meanings ascribed to them in the Order of the Court dated [REDACTED], 2017 (the "Approval and Vesting Order") approving the Asset Purchase Agreement between S.L.H. Transport Inc., Sears Canada Inc. and 168886 Canada Inc. (collectively, the "Sellers"), as vendors, and 8507597 Canada Inc. (the "Purchaser"), as purchaser, made as of September 29, 2017 (the "APA"), a copy of which is attached as Exhibit "A" to the Affidavit of Billy Wong sworn September 29, 2017.

B. Pursuant to the Approval and Vesting Order the Court approved the APA and provided for the vesting in the Purchaser of the Sellers' right, title and interest in and to the Purchased Assets (as defined in the APA), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and the Sellers of a certificate confirming (i) all

- 2 -

conditions to Closing have been satisfied or waived by the Purchaser and the Sellers, as applicable; and (ii) the cash portion of the Purchase Price and all applicable sales and transfer Taxes payable (each as defined in the APA) by the Purchaser to the Sellers have been received by the Monitor.

**THE MONITOR CERTIFIES the following:**

1. All conditions to Closing have been satisfied or waived by the Purchaser and the Sellers, as applicable; and
2. The cash portion of the Purchase Price and all applicable sales and transfer Taxes payable by the Purchaser to the Sellers have been received by the Monitor.

This Monitor's Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI CONSULTING CANADA INC., in its capacity as Court-appointed Monitor of Sears Canada Inc., et al and not in its personal or corporate capacity**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "B"**

**PERMITTED ENCUMBRANCES**

**"Permitted Encumbrances"** means, collectively, (a) any Encumbrances resulting from the Buyer's actions or omissions; and (b) all Security/Registrations in favour of ARI Financial Services Inc. in respect of the Assumed Contracts.





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., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

Applicants

*Ontario*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
Proceeding commenced at Toronto

ORDER  
Approval and Vesting Order  
(S.L.H. Transport Inc.)

OSLER, HOSKIN & HARCOURT, LLP  
P.O. Box 50, 1 First Canadian Place  
Toronto, ON M5X 1B8

Marc Wasserman LSUC# 44066M  
Tel: 416.862.4908

Jeremy Dacks LSUC# 41851R  
Tel: 416.862.4923

Tracy Sandler LSUC# 32443N  
Tel: 416.862.5890

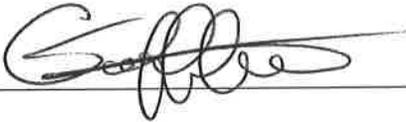
Karin Sachar LSUC# 59944E  
Tel: 416.862.5949  
Fax: 416.862.6666

Lawyers for the Applicants



# TAB F

**THIS IS EXHIBIT "F" TO THE AFFIDAVIT  
OF BILLY WONG SWORN BEFORE ME ON  
THIS 13<sup>th</sup> DAY OF NOVEMBER, 2017**



---

A Commissioner for taking Affidavits

October ●, 2017

«Party\_Legal\_Name»  
«Mailing\_Address»  
«City», «ProvinceState» «PostalZIP»

**Attn: «Attention»**

**IMMEDIATE ACTION REQUIRED**

**Re: Your lease with S.L.H. Transport Inc. / Transports S.L.H. Inc. (“SLH”) listed on Exhibit “A” attached hereto (the “Lease”)**

Dear Sir/Madame,

As you may be aware, Sears Canada Inc. and certain of its affiliates and subsidiaries, including SLH applied for and were granted protection by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies' Creditors Arrangement Act* (Canada) (“**CCAA**”), and FTI Consulting Canada Inc. (the “**Monitor**”) was appointed as monitor of the Applicants pursuant to an Order of the Court dated June 22, 2017, as amended and restated on July 13, 2017, and as further amended, restated and/or amended and restated from time to time.

SLH and 8507597 Canada Inc. (the “**Purchaser**”), an affiliated company to C.A.T. Inc. and to C.A.T. Global Inc. (collectively, the “**CAT Group**”), have entered into an asset purchase agreement (the “**Transaction Agreement**”) whereby the Purchaser will acquire substantially all of SLH’s business and assets, including the Contract (the “**Transaction**”). The Purchaser is acquiring SLH’s business on a going concern basis. The Transaction was approved by the Court pursuant to an Approval and Vesting Order dated October 4, 2017, copy of which is attached hereto as Exhibit “**B**”, and a redacted copy of the Transaction Agreement can be found on the Monitor’s website at <http://cfcanada.fticonsulting.com/searscanada>.

For over 40 years, the CAT Group has focused exclusively on the transportation market space and developed a strong expertise in cross-border logistics and freight transportation within North America. The Purchaser is excited about this opportunity and believes that the acquisition of the SLH business and related assets will expand the CAT Group’s service offering with complementary lanes, a broader geographical reach, and diversify its customer base. This combined entity will become the 8<sup>th</sup> largest transportation and freight

management company in Canada. The Purchaser looks forward to working with you and is taking immediate steps to effect a smooth transition which includes no structural changes to our current customer service and account management teams.

If you have any questions or require any more information about the Purchaser, please contact Daniel Goyette at 450-379-6161 or by email at [daniel@cat.ca](mailto:daniel@cat.ca), or Annie Goyette at 450-379-2794 or by email at [agoyette@cat.ca](mailto:agoyette@cat.ca), who, together with the SLH Senior Management Team and the Monitor, will be working with you in coordinating the transition of SLH's business to the Purchaser.

SLH and the Purchaser request that you provide your consent to the assignment of the Lease by signing the Landlord Consent to Assignment and Assumption of Lease Agreement attached hereto as Exhibit "C" and returning it to the undersigned by mail, facsimile or email, which we are requesting that you do at your earliest convenience and in any event within **five (5) days** of your receipt of this letter. If you deliver your consent by email, please send a scanned copy of this fully executed letter in portable document format (pdf) to the undersigned. In the event that you fail to provide a signed copy of this letter to the Monitor and SLH on or before the aforementioned time period, SLH will seek an Order of the Court (an "Assignment Order") pursuant to Section 11.3 of the CCAA to assign the Lease without your consent.

Once assigned, the terms of the Contract will not change and the Purchaser will become responsible for all post-assignment obligations of SLH under the Contract, including any payments associated therewith.

Thank you for your continued co-operation and support during this restructuring period. We are excited about this Transaction and the benefits it provides to each of our landlords.

If, for whatever reason, the Transaction is not completed, we will promptly apprise you of that fact and this notice (and your consent to the assignment of the Lease as provided hereby) shall be deemed null and void.

Should you have any questions about the Landlord Consent to Assignment and Assumption of Lease Agreement, we direct you to speak with our counsel Megan Lem, Osler, Hoskin & Harcourt LLP, 416.862.4723 or by email at [mlem@osler.com](mailto:mlem@osler.com). Should you have any questions about the Transaction, please contact the undersigned.

Should you have any questions about the Transaction, please contact the undersigned.



Yours very truly,

**Paul Cooper**  
**President, SLH Transport Inc.**  
**Paul.Cooper@slh.ca**



**EXHIBIT A**  
**CONTRACT**

DESCRIPTION OF  
CONTRACT:

«Contract\_1»  
«Contract\_2»  
«Contract\_3»  
«Contract\_4»  
«Contract\_5»  
«Contract\_6»  
«Contract\_6»

**EXHIBIT B**

**APPROVAL AND VESTING ORDER**

(See attached)



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. )

WEDNESDAY, THE 4<sup>TH</sup>

JUSTICE HAINES )

DAY OF OCTOBER, 2017



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., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an "Applicant", and collectively, the "Applicants")

**APPROVAL AND VESTING ORDER  
(S.L.H. Transport Inc.)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "CCA") for an order, inter alia, (i) approving the sale transaction (the "Transaction") contemplated by an Asset Purchase Agreement between S.L.H. Transport Inc., Sears Canada Inc. and 168886 Canada Inc. (collectively, the "Sellers"), as vendors, and 8507597 Canada Inc. (the "Purchaser"), as purchaser, made as of September 29, 2017 (the "APA") and certain related relief, and (ii) vesting in and to the Purchaser all right, title and interest of the Sellers in and to the Purchased Assets (as defined in the APA), was heard this day at 330 University Avenue, Toronto, Ontario.



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ON READING the Notice of Motion of the Applicants, the Affidavit of Billy Wong sworn on September 29, 2017 including the exhibits thereto, and the Third Report of FTI Consulting Canada Inc., in its capacity as Monitor (the "Monitor"), filed, and on hearing the submissions of respective counsel for the Applicants, the Monitor, the Purchaser, the DIP ABL Agent, the DIP Term Agent and such other counsel as were present, no one else appearing although duly served as appears from the Affidavits of Service of Waleed Malik and Francesca Del Rizzo sworn October 1 and 2, 2017, filed:

#### **SERVICE AND DEFINITIONS**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated June 22, 2017 (the "Initial Order"), or in the APA, as applicable.

#### **APPROVAL OF THE APA**

3. THIS COURT ORDERS AND DECLARES that the entering into of the Transaction by the Sellers is hereby approved and ratified and that the execution of the APA by the Sellers is hereby authorized, approved and ratified with such minor amendments as the Sellers (with the consent of the Monitor after consultation with the DIP Lenders) and the Purchaser may agree to in writing. The Sellers are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the APA and this Order, and shall not incur any liability as a result thereof.
4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Monitor's Certificate"), all of the Sellers' right, title and interest in and to the Purchased Assets, excluding any Intellectual Property subject to the Trademark License Agreement, as amended, with Sears Roebuck and Co., shall vest absolutely in the Purchaser, free and clear of and from any

- 3 -

and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of the Purchased Assets (collectively, the "Claims"), including, without limiting the generality of the foregoing:

- (a) the Administration Charge, the FA Charge, the KERP Priority Charge, the Directors' Priority Charge, the DIP ABL Lenders' Charge, the DIP Term Lenders' Charge, the KERP Subordinated Charge and the Directors' Subordinated Charge (as such terms are defined in the Initial Order) and any other charges hereafter granted by this Court in these proceedings (collectively, the "CCAA Charges"); and
- (b) all charges, security interests or claims evidenced by registrations pursuant to any personal property registry system;

(all of which are collectively referred to as the "Encumbrances", which term shall not include the Permitted Encumbrances listed on Schedule "B" hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the Transaction (the "Net Proceeds"), with the same priority as they had with respect to the Purchased Assets immediately prior to the Closing Date of the Transaction, as if the Transaction had not been completed.

6. THIS COURT ORDERS that, to the extent that obligations remain owing by the Applicants under the DIP ABL Credit Agreement and/or the DIP Term Credit Agreement, the Monitor be and is hereby authorized and directed to distribute, on behalf of the Applicants, on the day of filing the Monitor's Certificate or as soon as practicable thereafter, the Net Proceeds, in partial repayment of amounts then owing by the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement, as applicable, in such amounts as agreed to by the DIP ABL Agent and DIP Term Agent, as applicable, or if no such applicable agreement can be reached, on further Order of the Court (a "Distribution").

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7. THIS COURT ORDERS that any Distribution made pursuant to this Order shall be and shall be deemed to be made free and clear of all Claims and Encumbrances.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the distribution permitted by paragraph 6 above shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT ORDERS that, if all obligations of the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement have been satisfied in full the Monitor shall be entitled to retain the Net Proceeds or any remaining portion thereof on behalf of the Applicants to be dealt with by further Order of the Court.

10. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in accordance with the terms of the APA.

11. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Sellers or the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Sellers' records pertaining to the Employees (as defined in the APA), including personal information of those Employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Sellers.

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12. THIS COURT ORDERS that subject to the terms of the APA nothing herein affects:
- (a) the rights and obligations of Sears Canada Inc. ("Sears Canada") and a contractual joint venture comprised of Gordon Brothers Canada ULC, Merchant Retail Solutions ULC, Tiger Capital Group, LLC and GA Retail Canada ULC (the "Agent") under the Amended and Restated Agency Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017;
  - (b) the rights and obligations of Sears Canada and the Agent under the Amended and Restated Consulting Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017; and
  - (c) the terms of the Liquidation Sale Approval Order granted July 18, 2017 including the Sale Guidelines attached as Schedule "A" thereto.

#### SEALING

13. THIS COURT ORDERS that Confidential Appendix "C" to the Third Report of the Monitor and the schedules to and other financial information contained in the APA shall be and is hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

#### GENERAL PROVISIONS

14. THIS COURT ORDERS that, notwithstanding:
- (a) the pendency of these proceedings;
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
  - (c) any assignment in bankruptcy made in respect of any of the Applicants;

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the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

16. THIS COURT HEREBY REQUESTS the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.



C. Irwin  
Registrar

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

OCT 05 2017

PER / PAR 

**SCHEDULE "A"**

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

**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 SEARS CANADA INC., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an "Applicant", and collectively, the "Applicants")

**MONITOR'S CERTIFICATE**

**RECITALS**

A. All undefined terms in this Monitor's Certificate have the meanings ascribed to them in the Order of the Court dated [REDACTED], 2017 (the "Approval and Vesting Order") approving the Asset Purchase Agreement between S.L.H. Transport Inc., Sears Canada Inc. and 168886 Canada Inc. (collectively, the "Sellers"), as vendors, and 8507597 Canada Inc. (the "Purchaser"), as purchaser, made as of September 29, 2017 (the "APA"), a copy of which is attached as Exhibit "A" to the Affidavit of Billy Wong sworn September 29, 2017.

B. Pursuant to the Approval and Vesting Order the Court approved the APA and provided for the vesting in the Purchaser of the Sellers' right, title and interest in and to the Purchased Assets (as defined in the APA), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and the Sellers of a certificate confirming (i) all

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conditions to Closing have been satisfied or waived by the Purchaser and the Sellers, as applicable; and (ii) the cash portion of the Purchase Price and all applicable sales and transfer Taxes payable (each as defined in the APA) by the Purchaser to the Sellers have been received by the Monitor.

THE MONITOR CERTIFIES the following:

1. All conditions to Closing have been satisfied or waived by the Purchaser and the Sellers, as applicable; and
2. The cash portion of the Purchase Price and all applicable sales and transfer Taxes payable by the Purchaser to the Sellers have been received by the Monitor.

This Monitor's Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI CONSULTING CANADA INC.**, in its capacity as Court-appointed Monitor of Sears Canada Inc., et al and not in its personal or corporate capacity

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "B"**

**PERMITTED ENCUMBRANCES**

**"Permitted Encumbrances"** means, collectively, (a) any Encumbrances resulting from the Buyer's actions or omissions; and (b) all Security/Registrations in favour of ARI Financial Services Inc. in respect of the Assumed Contracts.

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., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS INC., INITIUM TRADING AND SOURCING CORP., SEARS FLOOR COVERING CENTRES INC., 173470 CANADA INC., 249709 ONTARIO INC., 6988741 CANADA INC., 18011711 CANADA INC., 1592580 ONTARIO LIMITED, 935941 ALBERTA LTD., 4201531 CANADA INC., 168896 CANADA INC., AND 3339611 CANADA INC.

Applicants

Ontario  
**SUPERIOR COURT OF JUSTICE  
 COMMERCIAL LIST**  
 Proceeding commenced at Toronto

**ORDER**  
 Approval and Vesting Order  
 (S.L.H. Transport Inc.)

**OSLER, HOSKIN & HARCOURT, LLP**  
 P.O. Box 50, 1 First Canadian Place  
 Toronto, ON M5X 1B8

Marc Wasserman LSUC# 44066M  
 Tel: 416.862.4908

Jeremy Dacks LSUC# 41851R  
 Tel: 416.862.4923

Tracy Sandler LSUC# 32443N  
 Tel: 416.862.5890

Karin Sachar LSUC# 59944E  
 Tel: 416.862.5949  
 Fax: 416.862.6666

Lawyers for the Applicants





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**EXHIBIT C**

**LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE  
AGREEMENT**

(See attached)





**LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**  
 (the "Agreement") made the \_\_\_\_ day of \_\_\_\_\_, 2017 with effect as of the Effective Date  
 (as defined below).

**B E T W E E N:**

**S.L.H. TRANSPORT INC. / TRANSPORTS S.L.H.  
 INC.**  
 (the "Tenant")

**THE PARTY OF THE FIRST PART;**

- and -

**8507597 CANADA INC.**  
 (the "Assignee")

**THE PARTY OF THE SECOND PART;**

- and -

●  
 (the "Landlord")

**THE PARTY OF THE THIRD PART.**

**WHEREAS:**

- A. the Landlord as lessor and the Tenant as lessee are parties to a lease and related documentation described in Schedule "A" hereto (collectively, the "Lease") for those premises described in the Lease (the "Premises") located at the property more particularly described in Schedule "A" hereto (the "Property");
- B. Sears Canada Inc. and certain of its affiliates and subsidiaries, including the Tenant (collectively, the "Applicants") applied for and were granted protection by the Ontario Superior Court of Justice (Commercial List) (the "Court") under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA"), and FTI Consulting Canada Inc. (the "Monitor") was appointed the monitor of the Applicants, pursuant to an Order of the Court dated June 22, 2017, as amended and restated on July 13, 2017, and as further amended, restated and/or amended and restated from time to time (collectively, the "Initial Order");
- C. the Tenant and the Assignee are parties to an Asset Purchase Agreement dated as of September 29, 2017 (said agreement as amended, assigned, modified, supplemented, restated and/or amended and restated from time to time being collectively the "Purchase Agreement") whereby the Assignee agreed to purchase from the Tenant certain leases and related interests and/or assets with respect to certain leased premises the Tenant uses, including, the Lease and the Premises;
- D. the Purchase Agreement was approved by the Court in an Approval and Vesting Order dated October 4, 2017 (the "Approval Order");
- E. the Tenant has requested that the Landlord consent to the assignment by the Tenant and the assumption by the Assignee of the Lease and all rights and benefits derived therefrom and each of the Tenant's terms, covenants, provisions, conditions, liabilities, obligations and agreements

pursuant to the Lease (collectively, the “Covenants”) for the period from and after the Effective Date; and

- F. the Landlord has agreed to grant its consent to the assignment by the Tenant of its interest in the Lease and the Premises to the Assignee (the “Assignment”) on and subject to the terms and conditions of this Agreement.

**NOW THEREFORE** in consideration of other good and valuable consideration and the sum of \$10.00 now paid by each party to each other party hereto, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Tenant’s Covenants:** The Tenant covenants and agrees in favour of the Landlord and the Assignee that the Tenant shall pay, or cause to be paid, to the Landlord the amount, if any, that must be paid by the Tenant to the Landlord in respect of the Lease in order for the Tenant, subject to the terms of the Initial Order, to satisfy all defaults in relation to the Lease, other than those arising by reason only of the Tenant’s insolvency or the commencement of proceedings under the CCAA, in each case as of the Effective Date, and, in each case, to the extent said amounts are identified in Schedule “A” hereto (collectively, the “Cure Costs”).
2. **Assignee’s Covenants:** The Assignee covenants and agrees in favour of the Landlord and the Tenant that:
  - (a) it has inspected and accepted the Leased Premises in all respects in an “as is where is” condition without any representation or warranty whatsoever (including, without limitation, any representation or warranty that the Tenant’s intended use of the Premises and other areas of the [Shopping Centre/Property] is permitted under applicable laws including, without limitation, the municipality’s zoning by-law) save and except as may be set out in the Lease and in any agreement entered into directly between the Landlord and the Assignee, and the Assignee has reviewed the Lease and is familiar with the Lease in all respects; and
  - (b) from and after the Effective Date, it will assume, observe, perform and be liable for the performance of each of the Covenants for the period from and after the Effective Date, including, without limitation, the Covenants relating to the payment of rent and other amounts payable by the lessee under the Lease for the period from and after the Effective Date. In addition, and notwithstanding anything herein to the contrary, the Assignee shall be solely liable for and shall pay in accordance with the terms of the Lease any amounts owing to the Landlord under the Lease in respect of any year-end reconciliation of additional rent and other amounts paid under the Lease, for periods prior to and as of the Effective Date, that are based on estimates once the final amounts owed, if any, have been determined by the Landlord and settled in accordance with the terms of the Lease.
3. **Landlord’s Consent:** The Landlord consents to the Assignment on and subject to the terms and conditions contained herein as of and from the Effective Date. The Assignee shall not be entitled to take possession of the Premises until:
  - (a) the Landlord has received the Cure Costs; and
  - (b) a copy of the Confirmation Certificate (as defined below) has been delivered to the Landlord.
4. **Effective Date and Confirmation Certificate:** This Agreement is conditional upon the Monitor releasing the Monitor’s Certificate (as defined in the Approval Order). Forthwith following the

delivery of the Monitor's Certificate, the Tenant and the Assignee shall provide to the Landlord an executed confirmation certificate substantially in the form attached hereto as Schedule "B" (the "**Confirmation Certificate**"). "**Effective Date**" means the date upon which the Monitor releases the Monitor's Certificate, which date shall be set out in the Confirmation Certificate. Notwithstanding the foregoing or anything else contained herein or elsewhere, if the Effective Date has not occurred on or before December 31, 2017, then this Agreement shall be null and void and of no further force or effect.

5. **Tenant not in Default:** As of the Effective Date, the Landlord confirms, subject to the payment of the Cure Costs, that the Lease is in good standing and that there is no default on the part of the Tenant thereunder.
6. **Release:** Notwithstanding anything to the contrary contained in this Agreement, the Lease or otherwise, upon the occurrence of the Effective Date and the payment of the Cure Costs, the Landlord hereby absolutely and irrevocably releases and discharges the Tenant from all of the terms, covenants, provisions, conditions, liabilities, obligations and agreements relating to the Lease, the Premises and/or the Property whether incurred prior to, on, or after the CCAA date of filing.
7. **Confirmation of Lease:** Each of the Landlord and Tenant acknowledges and agrees that the Lease is hereby ratified, affirmed and confirmed and, subject to the payment of the Cure Costs, remains in good standing and is in full force and effect.
8. **Entire Agreement:** This Agreement, including any Schedules attached to this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, save and except any agreement or agreements entered into or to be entered into directly between the Landlord and the Assignee.
9. **Language:** The parties hereto have required that this Agreement and all notices, deeds, documents and other instruments to be given pursuant hereto be drawn in the English language only. *Les parties ont exigé que la présente entente ainsi que tous les avis et autres documents à être donnés ou exécutés en vertu des présentes soient rédigés en langue anglaise seulement.*
10. **Further Assurances:** Each of the parties hereto agrees to do, make, cause to be made and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required from time to time in order to more effectively carry out the true intent of this Agreement.
11. **Applicable Laws:** This Agreement shall be construed in accordance with the laws of the Province of [Ontario] and the federal laws applicable in the Province of [Ontario] and shall be treated in all respects as an Ontario contract. Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.
12. **Successors and Assigns:** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
13. **Counterparts:** This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single instrument among the parties. This Agreement shall be considered validly executed and delivered by a party, if said party delivers an executed copy of the document to the other party hereto by facsimile or email (PDF). Such facsimile and/or e-mail (PDF) copy shall be deemed to have the same force and effect as an executed original.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**S.L.H. TRANSPORT INC. / TRANSPORTS S.L.H. INC.**  
(Tenant)

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

**8507597 CANADA INC.**  
(Assignee)

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

●  
(Landlord)

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

**SCHEDULE "A"**  
**LEASE PARTICULARS**

PROPERTY:

LEASE DOCUMENTATION:

CURE COSTS:

\$NIL, so long as the Tenant continues to pay installments of basic rent and additional rent in accordance with the Initial Order until the Effective Date.

**SCHEDULE "B"**  
**CONFIRMATION CERTIFICATE**

**TO:** ● (the "Landlord")

**FROM:** S.L.H. TRANSPORT INC. / TRANSPORTS S.L.H. INC. (the "Tenant")

**AND FROM:** 8507597 CANADA INC. (the "Assignee")

**RE:** Landlord Consent to Assignment and Assumption of Lease Agreement (the "Agreement") with respect to a lease and related documentation (collectively, the "Lease") between the Landlord and the Tenant for the premises (the "Premises") located at the Property.

The undersigned hereby confirm to the Landlord that the Monitor's Certificate was delivered with effect as of \_\_\_\_\_, 2017 and as a result the Effective Date of the Agreement is \_\_\_\_\_, 2017.

Dated with effect as of the Effective Date.

**S.L.H. TRANSPORT INC. / TRANSPORTS S.L.H. INC.**  
(Tenant)

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation.

**8507597 CANADA INC.**  
(Assignee)

Per: \_\_\_\_\_

Name:

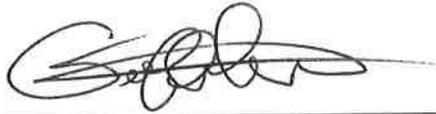
Title:

I/We have authority to bind the Corporation.

# TAB G

**THIS IS EXHIBIT "G" TO THE AFFIDAVIT  
OF BILLY WONG SWORN BEFORE ME ON  
THIS 13<sup>th</sup> DAY OF NOVEMBER, 2017**

---



A Commissioner for taking Affidavits



October ●, 2017

«Party\_Legal\_Name»  
«Mailing\_Address»  
«City1», «ProvinceState» «PostalZIP»

**Attn: «Attention»**

**IMMEDIATE ACTION REQUIRED**

**Re: Sears Canada Inc. – Sale of SLH Transport and Transfer of Lease**

Dear Sir/Madame,

You recently received a letter dated October 23, 2017 from SLH Transport requesting your consent, as landlord, to the transfer of the lease listed in Exhibit A (the “Lease”) and providing additional information about the CCAA proceedings, the sale of the SLH business and the Court approval of the sale, all of which continue to apply. In the form of consent sent with that letter, SLH Transport was (through inadvertence) incorrectly shown as the tenant under the Lease. In fact, Sears Canada Inc. is the tenant.

The revised and corrected consent is now enclosed with this letter.

We request your consent to the assignment of the Lease by signing the enclosed Landlord Consent to Assignment and Assumption of Lease Agreement and ask you to return the signed copy to me by email (pdf) by the end of next week, with a copy to our counsel, Megan Lem, Osler, Hoskin & Harcourt LLP, at [mlem@osler.com](mailto:mlem@osler.com). If you fail to provide a signed consent as requested, we will seek an order of the Court, as permitted under the CCAA, to assign the Lease without your consent.

If the sale of the SLH business is not completed, we will promptly advise you, and your consent to the assignment of the Lease will be void. If the sale is completed, we will return to you a countersigned copy of the Assignment and Assumption of Lease Agreement.

Should you have any questions about the consent, please speak directly to Megan Lem, 416.862.4723 or by email at [mlem@osler.com](mailto:mlem@osler.com).

If you have any other questions, please let me know.

290 Yonge Street, Suite 700, Toronto, ON, M5B 2C3 Fax: (416) 941-2321



Yours very truly,

A handwritten signature in black ink that reads "P. MOHTADI".

**Philip Mohtadi**  
Corporate Secretary, Sears Canada Inc.

## EXHIBIT A

### LEASE

DESCRIPTION OF LEASE:   «Contract\_1»  
                                  «Contract\_2»  
                                  «Contract\_3»  
                                  «Contract\_4»  
                                  «Contract\_5»  
                                  «Contract\_6»  
                                  «Contract\_6»



**EXHIBIT B**

**APPROVAL AND VESTING ORDER**

(See attached)

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

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR. )

WEDNESDAY, THE 4<sup>TH</sup>

JUSTICE HAINEY )

DAY OF OCTOBER, 2017



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., CORBEIL  
ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC.,  
SEARS CONTACT SERVICES INC., INITIUM LOGISTICS  
SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an "Applicant", and collectively, the "Applicants")

**APPROVAL AND VESTING ORDER**  
(S.L.H. Transport Inc.)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "CCAA") for an order, inter alia, (i) approving the sale transaction (the "Transaction") contemplated by an Asset Purchase Agreement between S.L.H. Transport Inc., Sears Canada Inc. and 168886 Canada Inc. (collectively, the "Sellers"), as vendors, and 8507597 Canada Inc. (the "Purchaser"), as purchaser, made as of September 29, 2017 (the "APA") and certain related relief, and (ii) vesting in and to the Purchaser all right, title and interest of the Sellers in and to the Purchased Assets (as defined in the APA), was heard this day at 330 University Avenue, Toronto, Ontario.

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ON READING the Notice of Motion of the Applicants, the Affidavit of Billy Wong sworn on September 29, 2017 including the exhibits thereto, and the Third Report of FTI Consulting Canada Inc., in its capacity as Monitor (the "Monitor"), filed, and on hearing the submissions of respective counsel for the Applicants, the Monitor, the Purchaser, the DIP ABL Agent, the DIP Term Agent and such other counsel as were present, no one else appearing although duly served as appears from the Affidavits of Service of Waleed Malik and Francesca Del Rizzo sworn October 1 and 2, 2017, filed:

#### **SERVICE AND DEFINITIONS**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated June 22, 2017 (the "Initial Order"), or in the APA, as applicable.

#### **APPROVAL OF THE APA**

3. THIS COURT ORDERS AND DECLARES that the entering into of the Transaction by the Sellers is hereby approved and ratified and that the execution of the APA by the Sellers is hereby authorized, approved and ratified with such minor amendments as the Sellers (with the consent of the Monitor after consultation with the DIP Lenders) and the Purchaser may agree to in writing. The Sellers are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the APA and this Order, and shall not incur any liability as a result thereof.
4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Monitor's Certificate"), all of the Sellers' right, title and interest in and to the Purchased Assets, excluding any Intellectual Property subject to the Trademark License Agreement, as amended, with Sears Roebuck and Co., shall vest absolutely in the Purchaser, free and clear of and from any

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and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of the Purchased Assets (collectively, the "Claims"), including, without limiting the generality of the foregoing:

- (a) the Administration Charge, the FA Charge, the KERP Priority Charge, the Directors' Priority Charge, the DIP ABL Lenders' Charge, the DIP Term Lenders' Charge, the KERP Subordinated Charge and the Directors' Subordinated Charge (as such terms are defined in the Initial Order) and any other charges hereafter granted by this Court in these proceedings (collectively, the "CCAA Charges"); and
- (b) all charges, security interests or claims evidenced by registrations pursuant to any personal property registry system;

(all of which are collectively referred to as the "Encumbrances", which term shall not include the Permitted Encumbrances listed on Schedule "B" hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the Transaction (the "Net Proceeds"), with the same priority as they had with respect to the Purchased Assets immediately prior to the Closing Date of the Transaction, as if the Transaction had not been completed.

6. THIS COURT ORDERS that, to the extent that obligations remain owing by the Applicants under the DIP ABL Credit Agreement and/or the DIP Term Credit Agreement, the Monitor be and is hereby authorized and directed to distribute, on behalf of the Applicants, on the day of filing the Monitor's Certificate or as soon as practicable thereafter, the Net Proceeds, in partial repayment of amounts then owing by the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement, as applicable, in such amounts as agreed to by the DIP ABL Agent and DIP Term Agent, as applicable, or if no such applicable agreement can be reached, on further Order of the Court (a "Distribution").

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7. THIS COURT ORDERS that any Distribution made pursuant to this Order shall be and shall be deemed to be made free and clear of all Claims and Encumbrances.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the distribution permitted by paragraph 6 above shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT ORDERS that, if all obligations of the Applicants under the DIP ABL Credit Agreement or the DIP Term Credit Agreement have been satisfied in full the Monitor shall be entitled to retain the Net Proceeds or any remaining portion thereof on behalf of the Applicants to be dealt with by further Order of the Court.

10. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in accordance with the terms of the APA.

11. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Sellers or the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Sellers' records pertaining to the Employees (as defined in the APA), including personal information of those Employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Sellers.

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12. THIS COURT ORDERS that subject to the terms of the APA nothing herein affects:
- (a) the rights and obligations of Sears Canada Inc. ("Sears Canada") and a contractual joint venture comprised of Gordon Brothers Canada ULC, Merchant Retail Solutions ULC, Tiger Capital Group, LLC and GA Retail Canada ULC (the "Agent") under the Amended and Restated Agency Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017;
  - (b) the rights and obligations of Sears Canada and the Agent under the Amended and Restated Consulting Agreement between Sears Canada and the Agent dated July 12, 2017 and amended and restated on July 14, 2017; and
  - (c) the terms of the Liquidation Sale Approval Order granted July 18, 2017 including the Sale Guidelines attached as Schedule "A" thereto.

#### SEALING

13. THIS COURT ORDERS that Confidential Appendix "C" to the Third Report of the Monitor and the schedules to and other financial information contained in the APA shall be and is hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

#### GENERAL PROVISIONS

14. THIS COURT ORDERS that, notwithstanding:
- (a) the pendency of these proceedings;
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
  - (c) any assignment in bankruptcy made in respect of any of the Applicants;

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the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

16. THIS COURT HEREBY REQUESTS the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.



C. Irwin  
Registrar

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

OCT 05 2017

PER / PAR: 



**SCHEDULE "A"**

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

**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 SEARS CANADA INC., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an "Applicant", and collectively, the "Applicants")

**MONITOR'S CERTIFICATE**

**RECITALS**

A. All undefined terms in this Monitor's Certificate have the meanings ascribed to them in the Order of the Court dated [REDACTED], 2017 (the "Approval and Vesting Order") approving the Asset Purchase Agreement between S.L.H. Transport Inc., Sears Canada Inc. and 168886 Canada Inc. (collectively, the "Sellers"), as vendors, and 8507597 Canada Inc. (the "Purchaser"), as purchaser, made as of September 29, 2017 (the "APA"), a copy of which is attached as Exhibit "A" to the Affidavit of Billy Wong sworn September 29, 2017.

B. Pursuant to the Approval and Vesting Order the Court approved the APA and provided for the vesting in the Purchaser of the Sellers' right, title and interest in and to the Purchased Assets (as defined in the APA), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and the Sellers of a certificate confirming (i) all

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conditions to Closing have been satisfied or waived by the Purchaser and the Sellers, as applicable; and (ii) the cash portion of the Purchase Price and all applicable sales and transfer Taxes payable (each as defined in the APA) by the Purchaser to the Sellers have been received by the Monitor.

THE MONITOR CERTIFIES the following:

1. All conditions to Closing have been satisfied or waived by the Purchaser and the Sellers, as applicable; and
2. The cash portion of the Purchase Price and all applicable sales and transfer Taxes payable by the Purchaser to the Sellers have been received by the Monitor.

This Monitor's Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI CONSULTING CANADA INC., in its capacity as Court-appointed Monitor of Sears Canada Inc., et al and not in its personal or corporate capacity**

By: \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE "B"**

### **PERMITTED ENCUMBRANCES**

**"Permitted Encumbrances"** means, collectively, (a) any Encumbrances resulting from the Buyer's actions or omissions; and (b) all Security/Registrations in favour of ARI Financial Services Inc. in respect of the Assumed Contracts.

# SEARS

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., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

Applicants

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**  
Proceeding commenced at Toronto

**ORDER**  
Approval and Vesting Order  
(S.L.H. Transport Inc.)

**OSLER, HOSKIN & HARCOURT, LLP**  
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Fax: 416.862.6666

Lawyers for the Applicants

290 Yonge Street, Suite 700, Toronto, ON, M5B 2C3 Fax: (416) 941-2321



**EXHIBIT C**

**LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE  
AGREEMENT**

(See attached)



**LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**  
(the “**Agreement**”) made the \_\_\_\_ day of \_\_\_\_\_, 2017 with effect as of the Effective Date  
(as defined below).

**B E T W E E N:**

**SEARS CANADA INC.**  
(the “**Tenant**”)

**THE PARTY OF THE FIRST PART;**

- and -

**8507597 CANADA INC.**  
(the “**Assignee**”)

**THE PARTY OF THE SECOND PART;**

- and -

●  
(the “**Landlord**”)

**THE PARTY OF THE THIRD PART.**

**WHEREAS:**

- A. the Landlord as lessor and the Tenant as lessee are parties to a lease and related documentation described in Schedule “A” hereto (collectively, the “**Lease**”) for those premises described in the Lease (the “**Premises**”) located at the property more particularly described in Schedule “A” hereto (the “**Property**”);
- B. the Tenant and certain of its affiliates and subsidiaries (collectively, the “**Applicants**”) applied for and were granted protection by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies' Creditors Arrangement Act* (Canada) (“**CCAA**”), and FTI Consulting Canada Inc. (the “**Monitor**”) was appointed the monitor of the Applicants, pursuant to an Order of the Court dated June 22, 2017, as amended and restated on July 13, 2017, and as further amended, restated and/or amended and restated from time to time (collectively, the “**Initial Order**”);
- C. the Tenant and the Assignee are parties to an Asset Purchase Agreement dated as of September 29, 2017 (said agreement as amended, assigned, modified, supplemented, restated and/or amended and restated from time to time being collectively the “**Purchase Agreement**”) whereby the Assignee agreed to purchase from the Tenant certain leases and related interests and/or assets with respect to certain leased premises the Tenant uses, including, the Lease and the Premises;
- D. the Purchase Agreement was approved by the Court in an Approval and Vesting Order dated October 4, 2017 (the “**Approval Order**”);
- E. the Tenant has requested that the Landlord consent to the assignment by the Tenant and the assumption by the Assignee of the Lease and all rights and benefits derived therefrom and each of the Tenant’s terms, covenants, provisions, conditions, liabilities, obligations and agreements

pursuant to the Lease (collectively, the “Covenants”) for the period from and after the Effective Date; and

- F. the Landlord has agreed to grant its consent to the assignment by the Tenant of its interest in the Lease and the Premises to the Assignee (the “Assignment”) on and subject to the terms and conditions of this Agreement.

**NOW THEREFORE** in consideration of other good and valuable consideration and the sum of \$10.00 now paid by each party to each other party hereto, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Tenant’s Covenants:** The Tenant covenants and agrees in favour of the Landlord and the Assignee that the Tenant shall pay, or cause to be paid, to the Landlord the amount, if any, that must be paid by the Tenant to the Landlord in respect of the Lease in order for the Tenant, subject to the terms of the Initial Order, to satisfy all defaults in relation to the Lease, other than those arising by reason only of the Tenant’s insolvency or the commencement of proceedings under the CCAA, in each case as of the Effective Date, and, in each case, to the extent said amounts are identified in Schedule “A” hereto (collectively, the “Cure Costs”).
2. **Assignee’s Covenants:** The Assignee covenants and agrees in favour of the Landlord and the Tenant that:
  - (a) it has inspected and accepted the Leased Premises in all respects in an “as is where is” condition without any representation or warranty whatsoever (including, without limitation, any representation or warranty that the Tenant’s intended use of the Premises and other areas of the Property is permitted under applicable laws including, without limitation, the municipality’s zoning by-law) save and except as may be set out in the Lease and in any agreement entered into directly between the Landlord and the Assignee, and the Assignee has reviewed the Lease and is familiar with the Lease in all respects; and
  - (b) from and after the Effective Date, it will assume, observe, perform and be liable for the performance of each of the Covenants for the period from and after the Effective Date, including, without limitation, the Covenants relating to the payment of rent and other amounts payable by the lessee under the Lease for the period from and after the Effective Date. In addition, and notwithstanding anything herein to the contrary, the Assignee shall be solely liable for and shall pay in accordance with the terms of the Lease any amounts owing to the Landlord under the Lease in respect of any year-end reconciliation of additional rent and other amounts paid under the Lease, for periods prior to and as of the Effective Date, that are based on estimates once the final amounts owed, if any, have been determined by the Landlord and settled in accordance with the terms of the Lease.
3. **Landlord’s Consent:** The Landlord consents to the Assignment on and subject to the terms and conditions contained herein as of and from the Effective Date. The Assignee shall not be entitled to take possession of the Premises until:
  - (a) the Landlord has received the Cure Costs; and
  - (b) a copy of the Confirmation Certificate (as defined below) has been delivered to the Landlord.
4. **Effective Date and Confirmation Certificate:** This Agreement is conditional upon the Monitor releasing the Monitor’s Certificate (as defined in the Approval Order). Forthwith following the

delivery of the Monitor's Certificate, the Tenant and the Assignee shall provide to the Landlord an executed confirmation certificate substantially in the form attached hereto as Schedule "B" (the "**Confirmation Certificate**"). "**Effective Date**" means the date upon which the Monitor releases the Monitor's Certificate, which date shall be set out in the Confirmation Certificate. Notwithstanding the foregoing or anything else contained herein or elsewhere, if the Effective Date has not occurred on or before December 31, 2017, then this Agreement shall be null and void and of no further force or effect.

5. **Tenant not in Default:** As of the Effective Date, the Landlord confirms, subject to the payment of the Cure Costs, that the Lease is in good standing and that there is no default on the part of the Tenant thereunder.
6. **Release:** Notwithstanding anything to the contrary contained in this Agreement, the Lease or otherwise, upon the occurrence of the Effective Date and the payment of the Cure Costs, the Landlord hereby absolutely and irrevocably releases and discharges the Tenant from all of the terms, covenants, provisions, conditions, liabilities, obligations and agreements relating to the Lease, the Premises and/or the Property whether incurred prior to, on, or after the CCAA date of filing.
7. **Confirmation of Lease:** Each of the Landlord and Tenant acknowledges and agrees that the Lease is hereby ratified, affirmed and confirmed and, subject to the payment of the Cure Costs, remains in good standing and is in full force and effect.
8. **Entire Agreement:** This Agreement, including any Schedules attached to this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, save and except any agreement or agreements entered into or to be entered into directly between the Landlord and the Assignee.
9. **Language:** The parties hereto have required that this Agreement and all notices, deeds, documents and other instruments to be given pursuant hereto be drawn in the English language only. *Les parties ont exigé que la présente entente ainsi que tous les avis et autres documents à être donnés ou exécutés en vertu des présentes soient rédigés en langue anglaise seulement.*
10. **Further Assurances:** Each of the parties hereto agrees to do, make, cause to be made and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required from time to time in order to more effectively carry out the true intent of this Agreement.
11. **Applicable Laws:** This Agreement shall be construed in accordance with the laws of the Province of [Ontario] and the federal laws applicable in the Province of [Ontario] and shall be treated in all respects as an Ontario contract. Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.
12. **Successors and Assigns:** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
13. **Counterparts:** This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single instrument among the parties. This Agreement shall be considered validly executed and delivered by a party, if said party delivers an executed copy of the document to the other party hereto by facsimile or email (PDF). Such facsimile and/or e-mail (PDF) copy shall be deemed to have the same force and effect as an executed original.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**SEARS CANADA INC.**  
(Tenant)

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation.

**8507597 CANADA INC.**  
(Assignee)

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

●  
(Landlord)

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

**SCHEDULE "A"**  
**LEASE PARTICULARS**

PROPERTY:

LEASE DOCUMENTATION:

CURE COSTS:                   \$NIL, so long as the Tenant continues to pay installments of basic rent and additional rent in accordance with the Initial Order until the Effective Date.

**SCHEDULE "B"**  
**CONFIRMATION CERTIFICATE**

**TO:** ● (the "Landlord")

**FROM:** SEARS CANADA INC. (the "Tenant")

**AND FROM:** 8507597 CANADA INC. (the "Assignee")

**RE:** Landlord Consent to Assignment and Assumption of Lease Agreement (the "Agreement") with respect to a lease and related documentation (collectively, the "Lease") between the Landlord and the Tenant for the premises (the "Premises") located at the Property.

---

The undersigned hereby confirm to the Landlord that the Monitor's Certificate was delivered with effect as of \_\_\_\_\_, 2017 and as a result the Effective Date of the Agreement is \_\_\_\_\_, 2017.

Dated with effect as of the Effective Date.

**SEARS CANADA INC.**  
(Tenant)

Per: \_\_\_\_\_  
Name:  
Title:  
I have authority to bind the Corporation.

**8507597 CANADA INC.**  
(Assignee)

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the Corporation.

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS CANADA INC., CORBEIL ELECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

Applicants

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF BILLY WONG**  
**(Motion for Assignment Order in connection with**  
**Asset Purchase Agreement with S.L.H. Transport Inc.**  
**/ Transports S.L.H. Inc.)**  
**(Sworn November 13, 2017)**

**OSLER, HOSKIN & HARCOURT, LLP**  
P.O. Box 50, 1 First Canadian Place  
Toronto, ON M5X 1B8

Marc Wasserman LSUC# 44066M  
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Tel: 416.862.4923

Karin Sachar LSUC# 59944E  
Tel: 416.862.5949  
Fax: 416.862.6666

Lawyers for the Applicants

# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) TUESDAY, THE 21<sup>ST</sup>  
JUSTICE HAINEY ) DAY OF NOVEMBER, 2017  
)

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., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

(each, an “**Applicant**”, and collectively, the “**Applicants**”)

**APPROVAL AND VESTING ORDER AND ASSIGNMENT ORDER  
(S.L.H. Transport Inc.)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order, *inter alia*, approving: (i) the assignment, pursuant to section 11.3 of the CCAA, of certain Assumed Contracts, one of the two Additional Leases (as defined herein), and certain Personal Property Leases to 8507597 Canada Inc. (the “**Buyer**”), and (ii) the assignment and transfer of the Additional Leases to the Buyer, each as contemplated by the Asset Purchase Agreement between S.L.H. Transport Inc. / Transports S.L.H. Inc. (the “**Seller**”, as vendor), Sears Canada Inc. (“**Sears Canada**”, for limited purposes), 168886 Canada Inc. (a wholly-owned subsidiary of the Seller, for limited purposes) and the Buyer, as buyer, dated as of September 29, 2017, as amended (the “**APA**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Billy Wong sworn on November 13, 2017 including the exhibits thereto, and the Seventh Report of FTI Consulting Canada Inc., in its capacity as the Monitor (the “**Monitor**”), filed, and on hearing the submissions of respective counsel for the Applicants, the Monitor, the Buyer, the DIP Term Agent and such other counsel as were present, no one else appearing although duly served as appears from the Affidavits of Service of [\*] sworn November [\*], 2017:

### **SERVICE AND DEFINITIONS**

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

2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated June 22, 2017 (the “**Initial Order**”), the Approval and Vesting Order dated October 4, 2017 in respect of the APA (the “**Approval and Vesting Order**”) or in the APA, as applicable.

### **APPROVAL OF ASSIGNMENT OF CONTRACTS**

3. THIS COURT ORDERS AND DECLARES that immediately upon the delivery of a Monitor's certificate substantially in the form attached as Schedule A to the Approval and Vesting Order (the “**Monitor's Certificate**”), all of the rights and obligations of the Seller or Sears Canada, as applicable, under the Assumed Contracts, the Personal Property Leases and the Additional Lease listed in Schedule A hereto (collectively, the “**Remaining Contracts**”) shall be assigned, conveyed and transferred to the Buyer pursuant to section 11.3 of the CCAA. As and from the Closing Time, the Buyer shall be entitled and subject to all of the rights and obligations as tenant pursuant to the terms of the Additional Lease listed in Schedule A hereto and registrations thereof and may enter into and upon and hold and enjoy the premises contemplated by such Additional Lease and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of such Additional Lease, without any interruption from Sears Canada, the landlord under such Additional Lease or any person whomsoever claiming through or under Sears Canada or the landlord under such Additional Lease.

4. THIS COURT ORDERS that the Seller's or Sears Canada's, as applicable, right, title and interest in and to the Remaining Contracts shall vest absolutely in the Buyer free and clear of all Encumbrances other than Permitted Encumbrances in accordance with the provisions of the Approval and Vesting Order or this Order, as applicable.

5. THIS COURT ORDERS that the assignment of the Remaining Contracts is valid and binding upon all of the counterparties to the Remaining Contracts, notwithstanding any restriction or prohibition, if any, contained in any such Remaining Contract relating to the assignment thereof, including, but not limited to, provisions, if any, requiring the consent of any party to the assignment of the Remaining Contracts.

6. THIS COURT ORDERS that no counterparty to any Remaining Contract shall terminate a Remaining Contract as against the Buyer as a result of the insolvency of the Seller or Sears Canada, or these CCAA proceedings. In addition, no counterparty shall terminate a Remaining Contract as against the Buyer as a result of the Seller or Sears Canada having breached a non-monetary obligation unless such non-monetary breach arises or continues after the Remaining Contract is assigned to the Buyer, such non-monetary default is capable of being cured by the Buyer and the Buyer has failed to remedy the default after having received notice of such default pursuant to the terms of the applicable Remaining Contract. For clarification purposes, no counterparty shall rely on a notice of default sent to the Seller or Sears Canada, as applicable, to terminate a Remaining Contract as against the Buyer.

7. THIS COURT ORDERS that all monetary defaults in relation to any of the Remaining Contracts, if applicable, other than those arising by reason only of the insolvency of the Seller or Sears Canada, as applicable, the commencement of these CCAA proceedings or failure to perform a non-monetary obligation under any Remaining Contract, incurred or accrued on or before the Closing Date, shall be paid by the Buyer no later than five (5) Business Days following the delivery of the Monitor's Certificate.

8. THIS COURT ORDERS that notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Buyer to assume the Assumed Liabilities and to perform its obligations under the Remaining Contracts, as set out in the APA.

9. THIS COURT ORDERS AND DIRECTS that the Monitor is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Seller and Sears Canada in the assignment and transfer of the Remaining Contracts.

#### **APPROVAL AND VESTING OF ADDITIONAL LEASES**

10. THIS COURT ORDERS AND DECLARES that the assignment and transfer by Sears Canada of the additional Real Property Leases designated by the Buyer pursuant to section 7.12 of the APA and included in Schedule B hereto (collectively, the “**Additional Leases**”) is hereby approved and ratified. Sears Canada is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the assignment and transfer of the Additional Leases to the Buyer and the Monitor shall be authorized to take such additional steps in furtherance of its responsibilities under the APA and shall not incur any liability as a result thereof.

11. THIS COURT ORDERS that, upon delivery of the Monitor’s Certificate, all of Sears Canada’s right, title and interest in and to the Additional Leases shall vest absolutely in the Buyer, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in respect of the Additional Leases (collectively, the “**Claims**”), including, without limiting the generality of the foregoing:

- (a) the Administration Charge, the FA Charge, the KERP Priority Charge, the Directors’ Priority Charge, the DIP Term Lenders’ Charge, the KERP Subordinated Charge and the Directors’ Subordinated Charge (as such terms are defined in the Initial Order) and any other charges thereafter granted by the Court in these proceedings (collectively, the “**CCAA Charges**”); and
- (b) all charges, security interests or claims evidenced by registrations pursuant to any personal property registry system;

(all of which are collectively referred to as “**Encumbrances**”, which term shall not include the Permitted Encumbrances listed on Schedule C hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Additional Leases are hereby expunged and discharged as against the Additional Leases.

12. THIS COURT ORDERS that from and after the delivery of the Monitor’s Certificate, all Claims and Encumbrances shall attach to the net proceeds from the Transaction, with the same priority as they had with respect to the Additional Leases immediately prior to the Closing Date of the Transaction, as if the Transaction had not been completed.

#### **SEALING**

13. THIS COURT ORDERS that Confidential Appendix “●” to the Seventh Report of the Monitor shall be and is hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

#### **GENERAL PROVISIONS**

14. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the assignment of the Remaining Contracts and the sale, assignment and transfer of the Additional Leases in and to the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

16. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

17. THIS COURT ORDERS that the Seller, the Buyer, the Monitor, Sears Canada and any counterparty to any Remaining Contract being assigned may apply to this Court for advice and direction, or to seek relief in respect of any matters arising from or under this Order, including without limitation, as necessary, to effect the transfer of the Remaining Contracts (including any transfer of title registrations in respect of such Remaining Contracts), the interpretation of this Order or the implementation thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.

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**SCHEDULE A**  
**List of Remaining Contracts**

**KEY CONTRACTS:***Customer Contracts:*

No.	Counterparty	Agreement	Date of Agreement
1.	CANADA POST CORPORATION	Western National Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc.	June 23, 2015
2.	CANADA POST CORPORATION	Amendment No. 1 to the Western National Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc., dated June 23, 2015	July 29, 2015
3.	CANADA POST CORPORATION	Amendment No. 2 to the Western National Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc., dated June 23, 2015	September 18, 2015
4.	CANADA POST CORPORATION	Amendment No. 3 to the Western National Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc., dated June 23, 2015	October 1, 2015
5.	CANADA POST CORPORATION	Transborder Agreement between Canada Post Corporation and S.L.H. Transport Inc.	June 27, 2017
6.	CANADA POST CORPORATION	Huron Rideau Regional Highway Services Agreement between Canada Post Corporation and S.L.H. Transport Inc.	September 9, 2016

**ARI Financial Services Inc. Leases:**

No.	Tractor	Div	Fleet	Mgr	Year	Make	Serial	Owner Name	Lease Expiry
1.	121823	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV8DLBW5037	ARI FINANCIAL SERVICES INC.	11/30/2017
2.	121824	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDVXDLBW5038	ARI FINANCIAL SERVICES INC.	11/30/2017
3.	121825	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV1DLBW5039	ARI FINANCIAL SERVICES INC.	10/31/2017
4.	121826	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV8DLBW5040	ARI FINANCIAL SERVICES INC.	11/30/2017
5.	121827	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDVXDLBW5041	ARI FINANCIAL SERVICES INC.	11/30/2017
6.	121828	TOR	10	RHAYEL	2013	FREIGHTLINER	1FUJGEDV1DLBW5042	ARI FINANCIAL SERVICES INC.	11/30/2017
7.	121829	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV3DLBW5043	ARI FINANCIAL SERVICES INC.	11/30/2017
8.	121830	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV5DLBW5044	ARI FINANCIAL SERVICES INC.	11/30/2017
9.	121838	TOR	10	RHAYE	2013	FREIGHTLINER	1FUJGEDV4DLBW5052	ARI FINANCIAL SERVICES INC.	11/30/2017
10.	221831	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV7DLBW5045	ARI FINANCIAL SERVICES INC.	11/30/2017
11.	221832	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV9DLBW5046	ARI FINANCIAL SERVICES INC.	11/30/2017
12.	221833	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV0DLBW5047	ARI FINANCIAL SERVICES INC.	11/30/2017
13.	221834	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV2DLBW5048	ARI FINANCIAL SERVICES INC.	10/31/2017
14.	221835	MON	20	BBOUTA	2013	FREIGHTLINER	1FUJGEDV4DLBW5049	ARI FINANCIAL SERVICES INC.	11/30/2017
15.	421837	LON	40	RHAYEL	2013	FREIGHTLINER	1FUJGEDV2DLBW5051	ARI FINANCIAL SERVICES INC.	11/30/2017
16.	521840	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDR6DLFD7246	ARI FINANCIAL SERVICES INC.	11/30/2017
17.	521841	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDR8DLFD7247	ARI FINANCIAL SERVICES INC.	11/30/2017

18.	521842	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDRXDLFD7248	ARI FINANCIAL SERVICES INC.	11/30/2017
19.	521843	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDR1DLFD7249	ARI FINANCIAL SERVICES INC.	11/30/2017
20.	521844	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDV6DLBW5053	ARI FINANCIAL SERVICES INC.	10/31/2017
21.	521845	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDV8DLBW5054	ARI FINANCIAL SERVICES INC.	10/31/2017
22.	521846	HAL	50	BOAKLE	2013	FREIGHTLINER	1FUJGEDVXDLBW5055	ARI FINANCIAL SERVICES INC.	10/31/2017
23.	621836	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDVODLBW5050	ARI FINANCIAL SERVICES INC.	10/31/2017
24.	621847	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV1DLBW5056	ARI FINANCIAL SERVICES INC.	10/31/2017
25.	621848	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV3DLBW5057	ARI FINANCIAL SERVICES INC.	10/31/2017
26.	621849	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV5DLBW5058	ARI FINANCIAL SERVICES INC.	10/31/2017
27.	621850	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV7DLBW5059	ARI FINANCIAL SERVICES INC.	10/31/2017
28.	621851	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV3DLBW5060	ARI FINANCIAL SERVICES INC.	10/31/2017
29.	621852	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV5DLBW5061	ARI FINANCIAL SERVICES INC.	11/30/2017
30.	621853	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDVXDLBW5069	ARI FINANCIAL SERVICES INC.	11/30/2017
31.	621854	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV6DLBW5070	ARI FINANCIAL SERVICES INC.	10/31/2017
32.	621855	KIN	60	CBENIA	2013	FREIGHTLINER	1FUJGEDV8DLFD7357	ARI FINANCIAL SERVICES INC.	11/30/2017
33.	721389	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV7DLBW5062	ARI FINANCIAL SERVICES INC.	11/30/2017
34.	721390	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV9DLBW5063	ARI FINANCIAL SERVICES INC.	11/30/2017
35.	721391	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV0DLBW5064	ARI FINANCIAL SERVICES INC.	11/30/2017
36.	721392	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV2DLBW5065	ARI FINANCIAL SERVICES INC.	11/30/2017
37.	721393	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV4DLBW5066	ARI FINANCIAL SERVICES INC.	11/30/2017

38.	721394	AB	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV6DLBW5067	ARI FINANCIAL SERVICES INC.	11/30/2017
39.	721395	CTL	70	LSCHLA	2013	FREIGHTLINER	1FUJGEDV8DLBW5068	ARI FINANCIAL SERVICES INC.	11/30/2017

## ADDITIONAL CONTRACTS:

### *Customer Contracts:*

No.	Counterparty	Agreement	Date of Agreement
1.	ARLANXEO CANADA INC.	Lanexx Inc. Transportation Agreement between Lanxess Inc. and S.L.H. Transport Inc.	February 1, 2011
2.	CH ROBINSON WORLDWIDE	Agreement for Motor Contract Carrier Services between C.H. Robinson Worldwide, Inc. and its affiliated broker subsidiaries, and S.H.L. Transportation Inc.	October 1, 2009
3.	CH ROBINSON WORLDWIDE	Addendum to Master Carrier Agreement Specified Contract Freight between C.H. Robinson Worldwide Inc. and S.L.H. Transport Inc., dated October 1, 2009	May 10, 2011
4.	COOPER TIRE & RUBBER CO	Motor Carrier Agreement between S.L.H. Transport Inc. and Cooper Tire & Rubber Company	July 3, 2013
5.	COVENANT TRANSPORT SOLUTIONS, INC.	Covenant Transport Solutions, Inc. General Terms and Condition.	June 10, 2016
6.	ECHO GLOBAL LOGISTICS	Broker-Carrier Agreement between Echo Global Logistics, Inc. and its subsidiary, Command Transportation, LLC and S.L.H. Transport Inc.	July 7, 2017
7.	FEDEX GROUND PACKAGE SYSTEM, LTD.	Transportation Agreement between FedEx Ground Packaging System, LTD. and S.L.H. Transport Inc.	March 22, 2017
8.	FUEL TRANSPORT	Agreement for Motor Contract Carrier Services between S.L.H. Transport Inc. and Fuel Transport Inc.	March 22, 2017
9.	THE GOODYEAR TIRE & RUBBER COMPANY	Master Transportation Agreement between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	April 1, 2011
10.	THE GOODYEAR TIRE & RUBBER COMPANY	Truckload Service Level Agreement between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	May 1, 2016
11.	THE GOODYEAR TIRE & RUBBER COMPANY	Amendment of the Truckload Service Level Agreement dated May 1, 2016 between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	June 1, 2017
12.	GOODYEAR CANADA INC.	Master Transportation Agreement. between Goodyear Canada Inc. and S.L.H. Transport Inc	April 1, 2011
13.	GOODYEAR CANADA INC.	Truckload Service Level Agreement between Goodyear Canada	May 1, 2016

No.	Counterparty	Agreement	Date of Agreement
		Inc. and S.L.H. Transport Inc.	
14.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	August 25, 2016
15.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	March 23, 2015
16.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	March 24, 2015
17.	IKEA SUPPLY AG	Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc.	May 18, 2012
18.	IKEA SUPPLY AG	Shipment Rules and Accessorial Charges	Undated.
19.	IKEA SUPPLY AG	Frame Agreement between IKEA Supply AG and S.L.H. Transport Inc.	October 1, 2015
20.	IKEA SUPPLY AG	IKEA North America General Terms for Transport Services	May 8, 2012
21.	KRUGER SERVICES INC.	Agreement for Motor Carrier Services between Kruger Services Inc. and S.L.H. Transport Inc.	June 4, 2012
22.	LOBLAWS INC.	Confidential Transportation Services Contract between Loblaws Inc. and S.L.H. Transport Inc.	March 24, 2015
23.	PEPSICO FOODS CANADA, A BUSINESS UNIT OF PEPSICO CANADA ULC	Motor Transportation Agreement between PepsiCo Canada ULC and S.L.H. Transport Inc.	May 3, 2017
24.	SCHENKER OF CANADA	Contract for Motor Transportation Services between Schenker Inc. and S.H.L. Transport Inc.	June 16, 2016
25.	SELKIRK (AKA SUPERVENT)	General Terms and Conditions between S.L.H. Transport Inc. and Selkirk (AKA Supervent)	December 15, 2015
26.	TRANSFREIGHT, LLC	Motor Carrier Agreement between S.L.H. Transport Inc. and Transfreight, LLC.	January 24, 2014
27.	XPO LOGISTICS, LLC	Motor Carrier Transportation Agreement between XPO Logistics, LLC, XPO Logistics Canada Inc., Bounce Logistics Inc. Express-1 Inc. Concert Group Logistics, Inc. d/b/a XPO Global Logistics, XPO NLM, LLC and any other companies owned or affiliated with any of the listed entities and S.L.H.	June 27, 2014

No.	Counterparty	Agreement	Date of Agreement
		Transport Inc.	

*Additional Leases:*

No.	Location	Landlord	Lease Agreement	Date of Agreement
1.	Vaughan, ON	Tamworth Properties Inc.	Lease Agreement between Tamworth Properties Inc. and Sears Canada Inc.	April 1, 2016

**SCHEDULE B**  
**Additional Leases**

No.	Location	Landlord	Lease Agreement	Date of Agreement
1.	Regina, SK	855 Park Street Properties Limited Partnership	Lease Agreement between 855 Park Street Properties Limited Partnership and Sears Canada Inc.	October 31, 2016
2.	Vaughan, ON	Tamworth Properties Inc.	Lease Agreement between Tamworth Properties Inc. and Sears Canada Inc.	April 1, 2016

**SCHEDULE C**  
**Permitted Encumbrances**

**“Permitted Encumbrances”** means any Encumbrances resulting from the Buyer’s actions or omissions.

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS CANADA INC., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

Applicants

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**  
Proceeding commenced at Toronto

**ORDER**

(Motion For Assignment Order and Approval and Vesting Order relating to S.L.H. Transport Inc. / Transports S.L.H. Inc.)

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Lawyers for the Applicants

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., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS 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.

Applicants

*Ontario*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
Proceeding commenced at Toronto

**MOTION RECORD OF THE APPLICANTS**

(Motion for an Assignment Order and Approval and Vesting Order relating to the Asset Purchase Agreement between S.L.H. Transport Inc. / Transports S.L.H. Inc. and 8507597 Canada Inc. returnable November 21, 2017)

**OSLER, HOSKIN & HARCOURT LLP**

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