

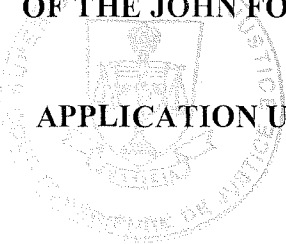
**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. )  
 )  
JUSTICE NEWBOULD ) FRIDAY, THE 31<sup>ST</sup> DAY  
 )  
 ) OF MAY, 2013

**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 THE JOHN FORSYTH SHIRT COMPANY LTD., FORSYTH HOLDINGS, INC.  
and FORSYTH OF CANADA, INC.**

**APPLICATION UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED**



**CLAIMS PROCESS AND BAR ORDER**

**THIS MOTION**, made by The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc. (collectively, the "**Applicants**"), for an order substantially in the form appended to the Applicants' Motion Record, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Harris R. Hester sworn May 20, 2013, the Second Report of the Monitor dated May 17, 2013 (the "**Second Report**") and the Supplementary Report of the Second Report dated May 30, 2013, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Workers United Canada Council Local 2643, counsel for Manunion Investments Limited and counsel for Wells Fargo Capital Finance Corporation Canada and Wells Fargo Capital Finance, LLC, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Eunice Baltkois sworn May 17, 2013, filed,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record be and is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

## **DEFINITIONS**

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Consolidated Plan of Compromise and Arrangement of the Applicants dated May 17, 2013 (as it may be restated, supplemented or amended from time to time, the “**Plan**”), which is attached as Schedule “A” to the Creditor’s Meeting Order.

## **NOTICE OF CLAIMS**

3. **THIS COURT ORDERS** that the Applicants be and are hereby authorized and directed to send a copy of the Document Package, by ordinary mail, as soon as practicable and, in any event, by no later than five (5) Business Days after the issuance of this Order, to each Unsecured Creditor that the Applicants and/or the Monitor is/are aware has an Unsecured Claim, including, without limitation:

- (a) All known Unsecured Creditors, including, those Unsecured Creditors which the books and records of the Applicants disclose were owed monies by the Applicants as of the CCAA Filing Date, and which monies remain unpaid in whole or in part;
- (b) Unsecured Creditors to whom the Applicants have delivered or delivers a Notice of Repudiation or Termination;
- (c) any Person who commenced a legal proceeding in any court or tribunal in respect of a cause of action which arose prior to the CCAA Filing Date, and which was served on the Applicants;
- (d) the Canada Revenue Agency and any similar revenue or taxing authority of each and every province or territory of Canada;

- (e) the Applicants' employees, as of the CCAA Filing Date; and
- (f) the Applicants' landlords, as of the CCAA Filing Date.

4. **THIS COURT ORDERS** that the Monitor shall cause a copy of the Document Package to be posted on the Monitor's website ([www.bdo.ca/forsyth](http://www.bdo.ca/forsyth)) as soon as practicable after the granting of this Order.

5. **THIS COURT ORDERS** that the Monitor shall dispatch by ordinary mail or courier, as soon as practicable following receipt of a request therefor, a copy of the Document Package to any Person claiming to be an Unsecured Creditor and requesting such material.

#### **PUBLICATION OF NEWSPAPER NOTICE**

6. **THIS COURT ORDERS** that as soon as practicable and, in any event, by no later than five (5) Business Days after the issuance of this Order, the notice of this Order, in substantially the form attached as **Schedule "G"** hereto (the "**Newspaper Notice**"), shall be published once by the Monitor in the Globe and Mail (National Edition).

7. **THIS COURT ORDERS** that the Newspaper Notice be and is hereby approved.

#### **NOTICE SUFFICIENT**

8. **THIS COURT ORDERS** that the publication of the Newspaper Notice, as provided for in paragraph 6 of this Order, and the delivery to the Unsecured Creditors of the Document Package as provided for in paragraph 3 of this Order and in accordance with paragraph 5 of this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Unsecured Claims and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order. Service shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of service by courier, on the day after the courier package was sent, and in the case of service by fax or e-mail, on the day after the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m. (Toronto time), in which case, on the next Business Day.

## FILING OF PROOFS OF CLAIM AND LEASE TERMS FORMS

9. **THIS COURT ORDERS** that the Monitor shall include the letter attached as **Schedule “A”** or **Schedule “C”** hereto, as the case may be, as part of the Document Package.

10. **THIS COURT ORDERS** that, except as otherwise provided herein and subject to paragraph 11 of this Order, each Creditor that asserts an Unsecured Claim against the Applicants shall file a written Proof of Claim, in substantially the form attached as **Schedule “B”** hereto, so as to be received by the Monitor on or before the Claims Bar Date, by registered mail, personal delivery, courier or electronic or digital transmission.

11. **THIS COURT ORDERS** that, except as otherwise provided herein, each Landlord that asserts an Unsecured Claim against the Applicants shall file a written Lease Terms Form, in substantially the form attached as **Schedule “D”** hereto, so as to be received by the Monitor on or before the Claims Bar Date, by registered mail, personal delivery, courier or electronic or digital transmission.

12. **THIS COURT ORDERS** that any Landlord may apply to this Court to object to the use of the Landlord Repudiation Claim Formula (as defined in the Creditors’ Meeting Order) within ten (10) days of service of this Order on seven (7) days’ notice to the Applicants and the Monitor.

13. **THIS COURT ORDERS** that, for greater certainty, Unsecured Creditors who have separate Unsecured Claims against each of the Applicants shall file a Proof of Claim or Lease Terms Form, as the case may be, in respect of each of the Applicants and make separate elections regarding their choice of distribution if their Unsecured Claims are determined to be Proven Distribution Claims.

14. **THIS COURT ORDERS** that a Proof of Claim or Lease Terms Form, as the case may be, shall be deemed timely filed only if sent by registered mail, personal delivery, courier or electronic or digital transmission so as to be actually received by the Monitor on or before the Claims Bar Date.

15. **THIS COURT ORDERS** that in order for a Proof of Claim or Lease Terms Form, as the case may be, to be properly filed pursuant to this Order, said Proof of Claim or Lease Terms Form shall be:

- (a) written in the English or French language;
- (b) denominated in lawful Canadian currency; and
- (c) conform substantially with the Proof of Claim or Lease Terms Form, as the case may be, attached as **Schedule “B”** and **Schedule “D”**, respectively, to this Order.

16. **THIS COURT ORDERS** that Unaffected Obligations shall not be subject to this Order and holders of Unaffected Obligations shall not be required to file a Proof of Claim or Lease Terms Form in respect of their Unaffected Obligations.

#### **CLAIMS BAR**

17. **THIS COURT ORDERS** that any Creditor who fails to file a Proof of Claim or Lease Terms Form, as the case may be, in respect of an Unsecured Claim in accordance with this Order on or before the Claims Bar Date, shall, subject to further Order of the Court or paragraph 29 of this Order:

- (a) be forever barred, estopped and enjoined from asserting or enforcing any Unsecured Claim (or filing a Proof of Claim or Lease Terms Form, as the case may be, with respect to such Claim) against the Applicants and such Unsecured Claim shall be forever extinguished;
- (b) not be permitted to vote on the Plan or participate in any distribution in these proceedings on account of any such Unsecured Claim; and
- (c) not be entitled to receive further notices in these proceedings.

#### **DETERMINATION OF CLAIMS**

18. **THIS COURT ORDERS** that the Monitor, in conjunction with the Applicants, shall review each Proof of Claim and Lease Terms Form received by the Claims Bar Date, and shall

either accept, revise or reject the amount claimed or the information set forth therein for voting and/or distribution purposes under the Plan.

*Notices of Revision or Disallowance*

19. **THIS COURT ORDERS** that if the Monitor, after consultation with the Applicants, disputes the amount of a Claim or the information set forth in a Proof of Claim or Lease Terms Form for voting and/or distribution purposes, the Monitor may, in conjunction with the Applicants, attempt to consensually resolve same for voting and/or distribution purposes with the Creditor, and/or send a Notice of Revision or Disallowance, in substantially the form attached as **Schedule "E"** hereto, to the Creditor by no later than June 24, 2013.

20. **THIS COURT ORDERS** that if the Monitor delivers a Notice of Revision or Disallowance in accordance with paragraph 19 of this Order, with respect to the amount of a Claim or the information set forth in a Proof of Claim or Lease Terms Form for distribution purposes only, then, subject to further Order of this Court, such Creditor's Proof of Claim or Lease Terms Form, as the case may be, shall be deemed to be accepted as final and binding for voting purposes under the Plan, without prejudice to any dispute regarding the value of the Creditor's Unsecured Claim for distribution purposes. If the Creditor does not dispute the Notice of Revision or Disallowance in accordance with paragraph 22 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding for distribution purposes under the Plan.

21. **THIS COURT ORDERS** that if the Monitor does not deliver a Notice of Revision or Disallowance, in accordance with paragraph 19 of this Order, subject to further order of this Court, the amount of a claim or the information set forth in such Creditor's Proof of Claim or Lease Terms Form, as the case may be, shall be deemed to be accepted as final and binding for voting and distribution purposes under the Plan.

*Dispute Notices*

22. **THIS COURT ORDERS** that any Creditor with an Unsecured Claim who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice, in substantially the

form attached as **Schedule "F"** hereto, to the Monitor by 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance.

23. **THIS COURT ORDERS** that if the Monitor does not receive a Dispute Notice with respect to a Notice of Revision or Disallowance, in accordance with paragraph 22 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding for voting and/or distribution purposes under the Plan.

24. **THIS COURT ORDERS** that upon receipt of a Dispute Notice, the Monitor, in conjunction with the Applicants, may attempt to consensually resolve the amount of the Unsecured Claim for voting and/or distribution purposes with the Creditor. If the attempt to resolve is unsuccessful, the Creditor can appeal to this Court in accordance with paragraph 25 of this Order. The Monitor shall notify the Applicants and such Creditor of its determination for voting and/or distribution purposes as soon as practicable.

#### ***Hearing and Resolution***

25. **THIS COURT ORDERS** that the Applicants or the Creditor may appeal a Monitor's determination of the amount of a Claim or the information set forth in a Proof of Claim or Lease Terms Form for voting and/or distribution purposes to this Court within ten (10) Business Days of notification of the Monitor's determination, by serving upon the Applicants or the Creditor, as applicable, and the Monitor and filing with this Court a notice of motion returnable on a date no later than ten (10) Business Days from the date of filing the notice of motion. If an appeal is not filed within such period then the Monitor's determination shall, subject to further order of this Court, be deemed to be final and binding.

#### **NOTICES OF TRANSFEREES**

26. **THIS COURT ORDERS** that if, after the earlier of:

- (a) the date of filing a Proof of Claim or Lease Terms Form, as the case may be; and
- (b) the Claims Bar Date,

the holder of an Unsecured Claim, or any subsequent holder of same who has been acknowledged by the Applicants in respect thereof, transfers or assigns such Unsecured Claim to another Person, neither the Applicants nor the Monitor shall be obliged to give notice to or to otherwise deal with the transferee or assignee of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, have been delivered to the Applicants and the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the Creditor in respect of such Unsecured Claim, and shall be bound by notices given and steps taken in respect thereof in accordance with the provisions of this Order.

#### **NOTICES AND COMMUNICATION**

27. **THIS COURT ORDERS** that, except as otherwise provided herein, the Applicants and the Monitor may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons and the same will be sufficiently given by forwarding true copies thereof by ordinary mail, courier, personal delivery or electronic or digital transmission to such Creditors or other interested Persons at the address last shown on the books and records of the Applicants, and that any such service or notice by ordinary mail, courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by ordinary mail on the third (3<sup>rd</sup>) Business Day after mailing within Ontario, the fifth (5<sup>th</sup>) Business Day after mailing within Canada, and the tenth (10<sup>th</sup>) Business Day after mailing internationally.

28. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Applicants shall be in writing in substantially the same form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, personal delivery or electronic or digital transmission addressed to:

BDO Canada Limited,  
in its capacity as Monitor of The John Forsyth Shirt Company Ltd.,  
Forsyth Holdings, Inc. and Forsyth of Canada, Inc.  
123 Front Street, Suite 1200  
Toronto, ON M5J 2M2

Attention: Blair Davidson / Steven Welker



Telephone: (416) 865-0210 / (416) 775-7812  
Fax: (416) 865-0904  
Email: [bdavidson@bdo.ca](mailto:bdavidson@bdo.ca) / [swelker@bdo.ca](mailto:swelker@bdo.ca)

with a copy to:

Davis LLP  
100 King Street West, Suite 6000  
Toronto, ON M5X 1E2

Attention: Bruce Darlington / Susan Friedman / Rebecca Gosevitz  
Tel: (416) 365-3529 / (416) 365-3503 / (416) 365-3402  
Fax: (416) 369-5210 / (416) 777-7415 / (416) 777-7408  
Email: [bdarlington@davis.ca](mailto:bdarlington@davis.ca) / [sfriedman@davis.ca](mailto:sfriedman@davis.ca) / [rgosevitz@davis.ca](mailto:rgosevitz@davis.ca)

and:

The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of  
Canada, Inc.  
6789 Airport Road  
Mississauga, ON L4V 1N2

Attention: Harris R. Hester  
Telephone: (905) 362-4000  
Fax: (905) 362 4001  
Email: [hhester@forsythshirt.com](mailto:hhester@forsythshirt.com)

with a copy to:

Aird & Berlis LLP  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Attention: D. Robb English / Ian Aversa  
Telephone: (416) 863-1500  
Fax: (416) 863-1515  
Email: [renglish@airdberlis.com](mailto:renglish@airdberlis.com) / [iaversa@airdberlis.com](mailto:iaversa@airdberlis.com)

## GENERAL

29. **THIS COURT ORDERS** that the Applicants and the Monitor may, in their discretion, generally or in individual circumstances, waive, in writing, the time limits imposed on any Creditor under this Order if the Applicants and the Monitor deem it advisable to do so (without

prejudice to the requirement that all other Creditors comply with this Order), and, in so doing, may extend any related time period applicable to the Monitor or the Applicants by the same period of time.

30. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the solicitation by the Applicants of Proofs of Claim and Lease Terms Forms, and the filing by any Creditor of same, shall not, for that reason only, grant any Person standing and/or rights under the Plan.

31. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the Applicants may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace this Order.

32. **THIS COURT ORDERS** that any of the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

#### **EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS**

33. **THIS COURT ORDERS** that this Order and any other Order in this proceeding shall have full force and effect in all provinces and territories in Canada and abroad and as against all Persons against whom they may otherwise be enforceable.

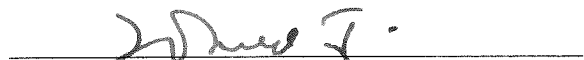
34. **THIS COURT HEREBY REQUESTS** the aid and recognition (including assistance pursuant to section 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

35. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

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



MAY 3 1 2013



## SCHEDULE A

### **Instruction Letter for Completing the Proof of Claim in respect of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc. (the "Applicants")**

#### **A. Claims Procedure**

By Order of the Ontario Superior Court of Justice (Commercial List) dated May 31, 2013 (the "**Claims Process and Bar Order**"), which is attached hereto, under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), the Applicants have been authorized to conduct a claims process (the "**Claims Process**").

This letter provides instructions for responding to or completing the enclosed Proof of Claim. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process and Bar Order.

The Claims Process is intended for any Person with any Unsecured Claims of any kind or nature whatsoever against the Applicants, whether unliquidated, contingent or otherwise. Please review the Claims Process and Bar Order for the complete definition of Unsecured Claim.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to:

BDO Canada Limited,  
in its capacity as Monitor of The John Forsyth Shirt Company Ltd.,  
Forsyth Holdings, Inc. and Forsyth of Canada, Inc.  
123 Front Street, Suite 1200  
Toronto, ON M5J 2M2

Attention: Blair Davidson and Steven Welker  
Telephone: (416) 865-0210 / (416) 775-7812  
Fax: (416) 865-0904  
Email: [bdavidson@bdo.ca](mailto:bdavidson@bdo.ca) / [swelker@bdo.ca](mailto:swelker@bdo.ca)

#### **B. General Instructions for Completing the Proof of Claim**

The Proof of Claim must be completed by an individual and not a corporation. An individual acting for a corporation or other person must state the capacity in which such individual is acting, such as "Credit Manager", "Treasurer", "Authorized Agent", etc. The individual completing the Proof of Claim must have knowledge of the circumstances connected with the Claim. All Proofs of Claim must be signed, dated and witnessed.

A Statement of Account containing full details of the Unsecured Claim must be attached to the Proof of Claim. The Proof of Claim should include all amounts owing to you for any goods or services provided to the Applicants before February 22, 2013.

If the Creditor holds a contingent or unliquidated Unsecured Claim, the details of any guarantee giving rise to such contingent or unliquidated Unsecured Claim, or reasons for the Unsecured Claim must be provided in addition to the basis upon which the Unsecured Claim has been valued.

If the Unsecured Claim or a portion thereof has been sold or assigned, the name of the party purchasing the Unsecured Claim, the amount of the Unsecured Claim sold or assigned, as well as supporting documentation, must be attached to the Proof of Claim submitted. The Proof of Claim can be completed by either the original Creditor or by the assignee, but not both. Creditors and assignee(s) must determine amongst themselves who will file the Proof of Claim.

Unsecured Creditors who have separate Unsecured Claims against each of the Applicants shall file a Proof of Claim or Lease Terms Form, as the case may be, in respect of each of the Applicants and make separate elections regarding its choice of distribution if its Unsecured Claims are determined to be Proven Distribution Claims. However, such Unsecured Creditor shall have the right to one (1) vote on the Plan, which vote shall have the cumulative value of all Unsecured Claims that are Proven Voting Claims as determined in accordance with the Claims Process and Bar Order or the Creditors Meeting Order. Notwithstanding the foregoing, only one Proof of Claim may be filed per legal entity per Applicant even if separate divisions or operating units of a Creditor supply and bill an Applicant separately.

### **C. For Creditors Submitting a Proof of Claim**

If you believe that you have an Unsecured Claim against the Applicants you will have to file a Proof of Claim with the Monitor, unless you are a Landlord, in which case, you will have to file a Lease Terms Form with the Monitor. ***THE PROOF OF CLAIM MUST BE RECEIVED BY 5:00 PM (TORONTO TIME) ON JUNE 21, 2013***, unless the Court orders otherwise.

Additional Proof of Claim forms can be obtained by contacting the Monitor at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

**SCHEDULE B**

**Proof of Claim in respect of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc.  
and Forsyth of Canada, Inc. (the "Applicants")**

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the order dated May 31, 2013, as may be amended from time to time (the "Claims Process and Bar Order"). **Please print legibly.**

**1. PARTICULARS OF CREDITOR**

(a) Full legal name of Unsecured Creditor (include trade name, if different):

---

---

The full legal name should be the name of the Unsecured Creditor of the Applicants, notwithstanding whether an assignment of its Claims, or a portion thereof, has occurred prior to or following February 22, 2013.

(b) Full mailing address of the Unsecured Creditor: (The mailing address should be the mailing address of the Creditor and not any assignee.)

---

---

(c) Other contact information of the Unsecured Creditor:

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Attention: \_\_\_\_\_

Has the Unsecured Claim(s), or a portion thereof, set out herein been sold, transferred or assigned by the Unsecured Creditor to another party?

Yes:

No:

**2. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)**

If the Unsecured Claim(s) set out herein, or a portion thereof, has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet which contains all of the required information set out below for each assignee.

(d) Full legal name of the Assignee:

\_\_\_\_\_

(e) Full mailing address of the Assignee:

\_\_\_\_\_

(f) Other contact information of the Assignee:

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Attention: \_\_\_\_\_

**3. CERTIFICATION**

**THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:**

(a) That I (check one box only):

am an Unsecured Creditor with an Employee Claim (as defined in the Plan) of The John Forsyth Shirt Company Ltd.;

OR

am an Unsecured Creditor or assignee of The John Forsyth Shirt Company Ltd.;

OR

am \_\_\_\_\_ of  
(position or title)

\_\_\_\_\_  
(name of Unsecured Creditor or assignee of The John Forsyth Shirt Company Ltd.)

OR

am an Unsecured Creditor with an Employee Claim of Forsyth Holdings, Inc.;

OR

am an Unsecured Creditor or assignee of Forsyth Holdings, Inc.;

OR

am \_\_\_\_\_ of  
(position or title)

\_\_\_\_\_  
(name of Unsecured Creditor or assignee of Forsyth Holdings, Inc.)

OR

am an Unsecured Creditor with an Employee Claim of Forsyth of Canada, Inc.; OR

am an Unsecured Creditor or assignee of Forsyth of Canada, Inc.; OR

am \_\_\_\_\_ of  
(position or title)

\_\_\_\_\_  
(name of Unsecured Creditor or assignee of Forsyth of Canada, Inc.)

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

(c) That The John Forsyth Shirt Company Ltd. OR Forsyth Holdings, Inc. OR Forsyth of Canada, Inc. (*circle one only*) was and still is indebted to the Unsecured Creditor as follows (*include all Unsecured Claims that you assert against the Applicant*):

\$ \_\_\_\_\_ [Insert \$ value of Unsecured Claim] CAD

*Note: Unsecured Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of February 22, 2013*

#### 4. PARTICULARS OF CLAIM

Other than as already set out herein, the particulars of the undersigned's total Unsecured Claim against the Applicants are attached on a separate sheet.

*Provide all particulars of the Unsecured Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Unsecured Claim, including, without limitation, the amount of invoices and the particulars of all credits and discounts claimed.*

#### 5. FILING OF CLAIM

This Proof of Claim form must be received by the Monitor by no later than 5:00 p.m. (Toronto time) on the Claims Bar Date of June 21, 2013, by either registered mail, personal delivery, courier or electronic or digital transmission at the following address:

BDO Canada Limited,  
in its capacity as Monitor of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc.  
Attention: Blair Davidson and Steven Welker  
123 Front Street, Suite 1200  
Toronto, ON M5J 2M2

Fax: (416) 865-0904  
Email: [bdavidson@bdo.ca](mailto:bdavidson@bdo.ca) / [swelker@bdo.ca](mailto:swelker@bdo.ca)

Failure to file your Proof of Claim and any required documentation as directed in relation to any Unsecured Claim by 5:00 p.m. (Toronto time) on June 21, 2013 will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing an Unsecured Claim against the Applicants and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

**6. UNAFFECTED OBLIGATIONS**

No Person needs to file a claim in respect of an Unaffected Obligation, which includes, for greater certainty, a Secured Claim.

**7. DISTRIBUTION ELECTION – *Select Only One Option***

**(a) Unsecured Claim that is NOT an Employee Claim**

If my Unsecured Claim is determined to be a Proven Distribution Claim in accordance with the provisions of the Claims Process and Bar Order, I elect to receive, in full and final satisfaction, compromise, settlement, release and discharge of such Proven Distribution Claim (*check one box only*):

- the applicable distributions contemplated under section 4.2 of the Plan;  
OR  
 the lesser of \$1,000.00 and my Proven Distribution Claim.

**(b) Unsecured Claim that IS an Employee Claim**

If my Employee Claim is determined to be a Proven Distribution Claim in accordance with the provisions of the Claims Process and Bar Order, I elect to receive, in full and final satisfaction, compromise, settlement, release and discharge of such Proven Distribution Claim (*check one box only*):

- the applicable distributions contemplated under section 4.3 of the Plan;  
OR  
 the lesser of \$1,000.00 and my Proven Distribution Claim.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Witness:

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



## SCHEDULE C

### **Instruction Letter for Completing the Lease Terms Form in respect of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc. (the "Applicants")**

#### **A. Claims Procedure**

By Order of the Ontario Superior Court of Justice (Commercial List) dated May 31, 2013 (the "**Claims Process and Bar Order**"), which is attached hereto, under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), the Applicants have been authorized to conduct a claims process (the "**Claims Process**").

This letter provides instructions for responding to or completing the Lease Terms Form. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process and Bar Order.

The Claims Process is intended for any Person with any Unsecured Claims of any kind or nature whatsoever against the Applicants, whether unliquidated, contingent or otherwise. This Lease Terms Form is intended for Landlords who believe that they have a Pre-Filing Claim and/or Landlord Repudiation Claim (each as defined in the Plan) against the Applicants. Please review the Claims Process and Bar Order for the complete definitions of Unsecured Claim, Pre-Filing Claim and Landlord Repudiation Claim.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to:

BDO Canada Limited,  
in its capacity as Monitor of The John Forsyth Shirt Company Ltd., Forsyth Holdings,  
Inc. and Forsyth of Canada, Inc.  
Attention: Blair Davidson and Steven Welker  
123 Front Street, Suite 1200  
Toronto, ON M5J 2M2  
Fax: (416) 865-0904  
Email: [bdavidson@bdo.ca](mailto:bdavidson@bdo.ca) / [swelker@bdo.ca](mailto:swelker@bdo.ca)

#### **B. General Instructions for Completing a Lease Terms Form**

The Lease Terms Form must be completed by an individual and not by a corporation. An individual acting for a corporation or other person must state the capacity in which such individual is acting, such as "Credit Manager", "Treasurer", "Authorized Agent", etc. The individual completing the Lease Terms Form must have knowledge of the circumstances connected with such information. All Lease Terms Forms must be signed, dated and witnessed.

Unsecured Creditors who have separate Unsecured Claims against each of the Applicants shall file a Proof of Claim or Lease Terms Form, as the case may be, in respect of each of the

Applicants and make separate elections regarding its choice of distribution if its Unsecured Claims are determined to be Proven Distribution Claims. However, such Unsecured Creditor shall have the right to one (1) vote on the Plan, which vote shall have the cumulative value of all Unsecured Claims that are Proven Voting Claims as determined in accordance with the Claims Process and Bar Order or the Creditors Meeting Order. Notwithstanding the foregoing, only one Proof of Claim may be filed per legal entity per Applicant even if separate divisions or operating units of a Creditor supply and bill an Applicant separately.

One Lease Terms Form is to be completed for **each** location or Lease and **not** one form combined for each Landlord.

The Lease Terms provided should be in accordance with the terms of the Lease in effect as at February 22, 2013. Any amendments to the Lease made after February 22, 2013 should not be reflected in the Lease Terms Form. The following guidelines should be followed in providing Lease Terms:

1. "Base Rent" to be provided in section A, part 1 on the Lease Terms Form means the minimum, basic net, or base rent applicable to the location as contained in the Lease. The pertinent sections of the Lease, which outline Base Rent over the term of the Lease should be attached and highlighted as support.
2. Where the Lease specifically provides for increases in Base Rent during the Lease term, the Base Rent table in section A, part 1 on the Lease Terms Form should be completed by providing details, on a separate line for each rate of Base Rent provided for in the Lease, from February 22, 2013 onward, by clearly indicating the date from which the increased rate becomes effective to the last date the rate will be effective. The pertinent sections of the Lease, which outline Base Rent increases over the term of the Lease should be attached and highlighted as support. The Base Rent and Lease Terms provided should exclude options to renew or extend at the discretion of the tenant.
3. "Additional Rent" to be provided in section A, part 2 on the Lease Terms Form should be completed for additional amounts, **only if specifically provided for in the Lease**, for realty taxes, common area maintenance costs, etc. and should be supported by the applicable excerpts of the Lease that indicate these amounts would constitute a component of rents payable. Supporting documents should be provided and attached to the Lease Terms Form.
4. If the Lease has been sold or assigned by the Landlord, the name of the Assignee(s), as well as supporting documentation with respect to the sale or assignment, must be attached to the Lease Terms Form. The Lease Terms Form can be completed by either the Landlord or by the Assignee. The Landlord and any Assignees must determine amongst themselves who will file the Lease Terms Form.

### **C. For Landlord Submitting a Lease Terms Form**

If you are a Landlord and believe that you have a Unsecured Claim against the Applicants you will have to file a Lease Terms Form with the Monitor. ***THE LEASE TERMS FORM MUST***

***BE RECEIVED BY 5:00 PM (TORONTO TIME) ON JUNE 21, 2013***, unless the Court orders otherwise.

Additional Lease Term Forms can be obtained by contacting the Monitor at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number. Once the Monitor has this information, you will receive, as soon as practicable, additional Lease Term Forms.

**SCHEDULE D**

**Lease Terms Form in respect of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc. (the "Applicants")**

Please read carefully the enclosed Instruction Letter for completing this Lease Terms Form. Defined terms not defined within this Lease Terms Form shall have the meaning ascribed thereto in the order dated May 31, 2013, as may be amended from time to time (the "Claims Process and Bar Order"). Please print legibly.

**1. PARTICULARS OF LANDLORD**

(a) Full legal name of Landlord:

---

---

The full legal name should be the name of the Landlord, notwithstanding whether an assignment of its Claims, or a portion thereof, has occurred prior to or following February 22, 2013.

(b) Location of premises:

---

(c) Full mailing address of the Landlord: (The mailing address should be the mailing address of the Landlord and not any assignee.)

---

---

(d) Other Contact Information of the Landlord:

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Attention: \_\_\_\_\_

Has the Unsecured Claim(s) set out herein, or a portion thereof, been sold, transferred or assigned by the Landlord to another party?

Yes:

No:

**2. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)**

If the Unsecured Claim(s) set out herein, or a portion thereof, has been sold, transferred or assigned, complete the required information set out below. If there is more than one

assignee, please attach a separate sheet which contains all of the required information set out below for each assignee.

(a) Full legal name of the Assignee:

\_\_\_\_\_  
\_\_\_\_\_

(b) Full mailing address of the Assignee:

\_\_\_\_\_  
\_\_\_\_\_

(c) Other contact information of the Assignee:

Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
Attention: \_\_\_\_\_

### 3. CERTIFICATION

#### THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

(a) That I (check one box only):

am a Landlord or assignee of The John Forsyth Shirt Company Ltd.; OR

am \_\_\_\_\_ of  
(position or title)

\_\_\_\_\_  
(name of Landlord or assignee of The John Forsyth Shirt Company Ltd.)

OR

am a Landlord or assignee of Forsyth Holdings, Inc.;

OR

am \_\_\_\_\_ of  
(position or title)

\_\_\_\_\_  
(name of Landlord or assignee of Forsyth Holdings, Inc.)

OR

am a Landlord or assignee of Forsyth of Canada, Inc.;

OR

am \_\_\_\_\_ of  
(position or title)

\_\_\_\_\_  
(name of Landlord or assignee of Forsyth of Canada, Inc.)

- (b) That I have knowledge of all the circumstances connected with the Unsecured Claim and/or Lease Terms described and set out herein;
- (c) The Lease Terms Form has been completed with all required information, all supporting documentation has been attached hereto and the amount of the Unsecured Claim pursuant to the Landlord Repudiation Claim Formula (as defined in the Creditors' Meeting Order) is: \$ \_\_\_\_\_ [Insert \$ value of Unsecured Claim] CAD

**4. PARTICULARS OF LANDLORD REPUDIATION CLAIM – LEASE TERMS**

(a) Base Rent Information

Please complete the table below outlining Base Rent from February 22, 2013 through to the expiry of the Lease term. (Please refer to the "Instruction Letter for Completing the Lease Terms Form" for the definition of Base Rent. Please use a separate line for each period that a Base Rent increase comes into effect). Claims on account of rent arrears owing as at February 22, 2013 should not be included in the attached Lease Terms Form. The Base Rent and Lease Terms provided should exclude options to renew at the discretion of the tenant.

From (Month/Day/Year)	To (Month/Day/Year)	Base Monthly Rent (\$Cdn)
February 22, 2013		

Final date Lease is to expire: \_\_\_\_\_

(If your Lease payments are denominated in a foreign currency, they will be converted to Canadian dollars at the exchange rate of the Bank of Canada as at February 22, 2013).

(b) Additional Rents

Please complete the items below, **only if they are specifically provided for in the Lease as Additional Rents**, and provide a copy of the applicable section of the Lease which demonstrates these charges constitute a component of Additional Rents. Please also indicate whether these amounts are charged on a monthly or annual basis (Refer to the "Instructions to Landlords for Completion of the Lease Terms Form") and attach supporting documentation. Please note that realty taxes should be based on 2012 Final Tax Bill. If this information is not available, then the realty taxes charges payable by the tenant under the Lease are to be used.

Additional Rents	Monthly Charge (if applicable)	Annual Charge (if applicable)
Realty Taxes		
Common Area Maintenance		
Other (please specify nature of additional rents)		

(c) Additional Information

Names of any guarantors or indemnifiers, which have guaranteed or indemnified the Lease:

---



---

Description of security, if any, granted to Landlord or assigned by the Landlord to an Assignee of the Lease:

---



---

Description of any physical damages, including estimates of repair costs, caused by the Applicants or their agent(s) abandoning any leased premises, and/or the removal of any signage or other equipment after February 22, 2013. Physical damages not caused by the Applicants or their agent(s) or which pre-dated February 22, 2013 should be excluded:

---



---

**5. PARTICULARS OF PRE-FILING CLAIM**

Other than as already set out herein, the particulars of the undersigned's total Unsecured Claim against the Applicants are attached on a separate sheet.

*Provide all particulars of the Unsecured Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Unsecured Claim, including, without limitation, the amount of invoices and the particulars of all credits and discounts claimed.*

**6. FILING OF CLAIM**

This Lease Terms Form must be received by the Monitor by no later than 5:00 p.m. (Toronto time) on the Claims Bar Date of June 21, 2013, by either registered mail, personal delivery, courier or electronic or digital transmission at the following address:

BDO Canada Limited,  
in its capacity as Monitor of The John Forsyth Shirt Company Ltd., Forsyth  
Holdings, Inc. and Forsyth of Canada, Inc.  
Attention: Blair Davidson and Steven Welker  
123 Front Street, Suite 1200  
Toronto, ON M5J 2M2  
Fax: (416) 865-0904  
Email: [bdavidson@bdo.ca](mailto:bdavidson@bdo.ca) / [swelker@bdo.ca](mailto:swelker@bdo.ca)

Failure to file your Lease Terms Form and any required documentation as directed in relation to any Unsecured Claim by 5:00 p.m. (Toronto time) on June 21, 2013 will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing an Unsecured Claim against the Applicants and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

**7. UNAFFECTED OBLIGATIONS**

No Person needs to file a claim in respect of an Unaffected Obligation, which includes, for greater certainty, a Secured Claim.

**8. DISTRIBUTION ELECTION**

If my Unsecured Claim is determined to be a Proven Distribution Claim in accordance with the provisions of the Claims Process and Bar Order, I elect to receive, in full and final satisfaction, compromise, settlement, release and discharge of such Proven Distribution Claim (*check one box only*):

- the applicable distributions contemplated under section 4.2 of the Plan;  
OR  
 the lesser of \$1,000.00 and my Proven Distribution Claim.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Witness:

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



**SCHEDULE E**

**Notice of Revision or Disallowance in respect of The John Forsyth Shirt Company Ltd.,  
Forsyth Holdings, Inc. and Forsyth of Canada, Inc. ("the Applicants")**

Name of Unsecured Creditor: \_\_\_\_\_

Reference #: \_\_\_\_\_

Defined terms not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Claims Process and Bar Order dated May 31, 2013. Pursuant to paragraph 19 of the Claims Process and Bar Order, BDO Canada Limited, in its capacity as Monitor of the Applicants, hereby gives you notice that it has reviewed your Proof of Claim and/or Lease Terms Form and has revised or rejected your Claim or Lease Terms as follows:

(A) Your Proof of Claim or Lease Terms has been revised or rejected for:

Voting purposes

Distribution purposes

(B) Revisions or Disallowance:

	<b>Proof of Claim as Submitted</b>	<b>The Revised Claim as Accepted</b>
<b>Pre-Filing Claim arising prior to February 22, 2013</b>		
<b>Restructuring Claim arising after February 22, 2013</b>		

(C) Reason for the Revision or Disallowance:

---

---

---

---

**IF YOU DO NOT AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. If you intend to dispute this Notice of Revision or Disallowance you must, in relation to a Proof of Claim or Lease Terms Form, *no later than 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance*, deliver a Dispute Notice by registered mail, personal service, courier or

electronic or digital transmission to the addresses indicated hereon. The form of Dispute Notice is attached to this Notice.

2. If you do not deliver a Dispute Notice, the amount of your Claim of the information set out in your Proof of Claim or Lease Terms Form shall be deemed to be as set out in this Notice of Revision or Disallowance.

*Address for Service of Dispute Notices:*

BDO Canada Limited,  
in its capacity as Monitor of The John Forsyth Shirt Company Ltd., Forsyth  
Holdings, Inc. and Forsyth of Canada, Inc.  
Attention: Blair Davidson and Steven Welker  
123 Front Street, Suite 1200  
Toronto, ON M5J 2M2  
Fax: (416) 865-0904  
Email: [bdavidson@bdo.ca](mailto:bdavidson@bdo.ca) / [swelker@bdo.ca](mailto:swelker@bdo.ca)

***IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIODS, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU FOR VOTING AND/OR DISTRIBUTION PURPOSES UNDER THE PLAN.***

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**BDO CANADA LIMITED**, in its capacity as Court-appointed Monitor of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc., and not in its corporate or personal capacity

**SCHEDULE F**

**Dispute Notice in respect of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc.  
and Forsyth of Canada, Inc. (the "Applicants")**

Defined terms not defined within this Dispute Notice form have the meaning ascribed thereto in the Claims Process and Bar Order dated May 31, 2013. Pursuant to paragraph 22 of the Claims Process and Bar Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number \_\_\_\_\_ and dated \_\_\_\_\_ issued by BDO Canada Limited in its capacity as Monitor of the Applicants in respect of our Claim.

Name of Unsecured Creditor: \_\_\_\_\_

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

---

---

---

---

Signature of Individual/Authorized Signing Officer: \_\_\_\_\_

Date: \_\_\_\_\_

(Please print name) \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Facsimile Number: ( ) \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

---

---

*THIS FORM AND SUPPORTING DOCUMENTATION MUST BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, COURIER OR ELECTRONIC OR DIGITAL TRANSMISSION TO THE ADDRESS INDICATED HEREIN AND MUST BE RECEIVED BY NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE DAY WHICH IS TEN (10) CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.*

*Address for Service of Dispute Notices:*

BDO Canada Limited,  
in its capacity as Monitor of The John Forsyth Shirt Company Ltd., Forsyth  
Holdings, Inc. and Forsyth of Canada, Inc.  
Attention: Blair Davidson and Steven Welker  
123 Front Street, Suite 1200  
Toronto, ON M5J 2M2  
Fax: (416) 865-0904  
Email: [bdavidson@bdo.ca](mailto:bdavidson@bdo.ca) / [swelker@bdo.ca](mailto:swelker@bdo.ca)

## SCHEDULE G

### **Notice to Creditors of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc.**

*RE: NOTICE OF CLAIMS PROCESS FOR THE JOHN FORSYTH SHIRT COMPANY LTD., FORSYTH HOLDINGS, INC. and FORSYTH OF CANADA, INC. (the "Applicants") PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT*

*PLEASE TAKE NOTICE* that this notice is being published pursuant to an order of the Superior Court of Justice of Ontario dated May 31, 2013 (the "Order") establishing a process for determining the amount of Unsecured Claims (as defined in the Order) against the Applicants. The Court has ordered that the Monitor send Proof of Claim forms to certain creditors of the Applicants and Lease Terms Forms to certain landlords of the Applicants. Any person who has not received a Proof of Claim form or a Lease Terms Form, as the case may be, and who believes that they have an Unsecured Claim against the Applicants, which claim arose prior to February 22, 2013 or after February 22, 2013 and relates to the restructuring of the Applicants, should send a completed Proof of Claim or Lease Terms Form to the Monitor to be received by 5:00 p.m. (Toronto time) on June 21, 2013 (the "Claims Bar Date").

*UNSECURED CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.*

Creditors who have not received a Proof of Claim or Lease Terms Form from the Applicants or the Monitor should contact Blair Davidson or Steven Welker, BDO Canada Limited, the Court-appointed Monitor of the Applicants (Telephone: 416-865-0210 / 416-775-7812 and Fax: 416-865-0904) to obtain a Proof of Claim package.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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 THE JOHN FORSYTH SHIRT COMPANY LTD., et al.

Court File No. CV-13-10009-00CL

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

Proceeding commenced at Toronto

**CLAIMS PROCESS AND BAR**  
**ORDER**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9

**D. Robb English (LSUC # 19862F1B)**

Tel: 416.865.4748

Fax: 416.863.1515

Email: [renghish@airdberlis.com](mailto:renghish@airdberlis.com)

**Ian Aversa (LSUC # 55449N)**

Tel: 416.865.3082

Fax: 416.863.1515

Email: [iaversa@airdberlis.com](mailto:iaversa@airdberlis.com)

*Lawyers for The John Forsyth Shirt Company Ltd.,  
Forsyth Holdings, Inc. and Forsyth of Canada, Inc.*