

**NOTICE OF CREDITORS' MEETINGS FOR THE CREDITORS OF THE JOHN
FORSYTH SHIRT COMPANY LTD., FORSYTH HOLDINGS, INC.
and FORSYTH OF CANADA, INC.
PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (CANADA)**

NOTICE IS HEREBY GIVEN that a meeting (the “**Creditors’ Meeting**”) of the creditors (the “**Creditors**”) of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc. (the “**Applicants**”), described in the Consolidated Plan of Compromise and Arrangement dated May 17, 2013 (as restated, supplemented or amended from time to time in accordance with the provisions thereof, the “**Plan**”), a copy of which accompanies this Notice, will be held to consider and, if deemed advisable, to pass a resolution to approve the Plan proposed by the Applicants pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (“**CCAA**”).

The full text of the resolution to approve the Plan is attached as Schedule “E” to the Creditors’ Meeting Order. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan filed by the Applicants, a copy of which accompanies this Notice.

This Plan is being considered pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 31, 2013 (as may be amended, the “**Creditors’ Meeting Order**”) which authorized and directed the Applicants to present the Plan to the Unsecured Creditors at the Creditors’ Meeting. In order to become effective, the Plan must be approved by the Required Majority of Creditors and sanctioned by a final Order of the Court (the “**Sanction Order**”).

For purposes of the Creditors’ Meeting, the Plan provides for voting by Eligible Voting Creditors. The Creditors’ Meeting for the purpose described above shall be held in the Caledon room at the Intercontinental Toronto Centre Hotel, 225 Front Street West, Toronto, Ontario on Wednesday, June 26, 2013, pursuant to the following schedule:

<u>Date of Meeting</u>	<u>Time of Meeting</u>	<u>Location of Meeting</u>
June 26, 2013	10:00 a.m. (Toronto time)	Intercontinental Toronto Centre Hotel, 225 Front Street West, Toronto, Ontario

VOTING AT CREDITORS’ MEETING

Eligible Voting Creditors who are not attending in person at the Creditors’ Meeting are requested to date, sign and return the enclosed form of proxy to the Monitor. In order to be acted upon, the enclosed form of proxy must be delivered or faxed to the Monitor at:

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

by no later than 1:00 p.m. (Toronto time) on the last Business Day preceding the Creditors' Meeting or prior to any adjournments thereof, or by registering the form of proxy with the Chair prior to the commencement of the Creditors' Meeting or any adjournment thereof.

If the Eligible Voting Creditor is not an individual it may only attend and vote at the Creditors' Meeting if it has appointed a proxyholder to attend and act on its behalf at the Creditors' Meeting.

The enclosed form of proxy gives discretionary authority to proxyholders to consider any amendments to the Plan proposed at or prior to the Creditors' Meeting.

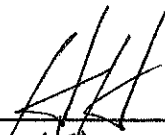
SANCTION HEARING

NOTICE IS HEREBY GIVEN that if the Plan is approved by the Required Majority of Creditors at the Creditors' Meeting pursuant to the CCAA, the Applicants will seek Court approval of the Plan at a motion for a Sanction Order, which motion shall be returnable at 330 University Avenue, Toronto, Ontario at 10:00 a.m. (Toronto time) on July 11, 2013, or as soon after that date as the matter can be heard.

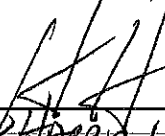
Any person (other than the Applicants and the Monitor) who wishes to receive materials and appear at the Court sanction hearing to approve the Plan must serve upon the solicitors for the Applicants and the Monitor, and file with the Court, a Notice of Appearance by no later than 5:00 p.m. (Toronto time) on July 5, 2013.

DATED at Toronto, Ontario this 5th day of June, 2013.

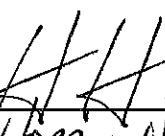
**THE JOHN FORSYTH SHIRT COMPANY
LTD.**

By: 
Name: HARRIS HESTER
Title: PRESIDENT

FORSYTH HOLDINGS, INC.

By: 
Name: HARRIS HESTER
Title: PRESIDENT

FORSYTH OF CANADA, INC.

By: 
Name: HARRIS HESTER
Title: PRESIDENT

TO THE CREDITORS OF THE JOHN FORSYTH SHIRT COMPANY LTD., FORSYTH HOLDINGS, INC., AND FORSYTH OF CANADA, INC. (the "Debtors or Forsyth or Companies")

As you are aware, Forsyth was granted relief under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the "CCAA") by Order of the Ontario Superior Court of Justice (the "Court") on February 22, 2013 and BDO Canada Limited consented to act as CCAA Monitor (the "Monitor").

A Consolidated Plan of Compromise and Arrangement dated May 16, 2013 (the "Plan") was filed with the Court and **the Monitor is now accepting creditors' claims until June 21, 2013 at 5:00 p.m. Toronto time** (the "Claims Bar Date"). Creditors with proven claims are invited to attend a creditors' meeting to consider the Plan at 10:00 a.m. Toronto time on June 26, 2013 in the Caledon Room of the Intercontinental Toronto Centre Hotel, 225 Front Street West, Toronto, Ontario.

In order to be eligible to vote at the meeting of creditors, the Monitor must receive a properly executed proof of claim or lease terms form, together with documentary evidence to support your claim, attached thereto as an appendix to your claim. Also, if you intend to have an individual represent you at the upcoming meeting, you must properly complete the proxy form and therein name the individual you wish to represent you. All companies must name a proxy. For your convenience, you may cast your vote on the Plan in advance of the meeting by documenting your election on the proxy form.

If the Plan is accepted by the statutory majority of creditors, and sanctioned by the Court, the Plan will become legally binding on the Debtor and all of

its unsecured creditors. Any creditor who does not deliver to the Monitor a completed Proof of Claim or Lease Terms Form will have its Unsecured Claim forever extinguished and shall forever be barred from making or enforcing any claim against the Debtors or the Monitor.

In anticipation of the upcoming meeting of creditors, and for your convenience, please find enclosed the:

- Monitor's report on the Plan as documented herein;
- Plan;
- List of creditors;
- Proof of Claim or Lease Terms Form as applicable along with instructions; and
- Proxy Form.

In addition, among other documents, you may find a copy of the Claims Process and Bar Order, and Creditors' Meeting Order on the Monitor's website at www.bdo.ca/forsyth.

Information concerning Forsyth's background, Forsyth's financial results, the causes of Forsyth's insolvency, the Plan, the Claims Process, and Forsyth's Secured Creditor can be found in Appendix "B" attached hereto.

ESTIMATED REALIZATION TO CREDITORS

Attached, as Appendix "A", is an Estimated Schedule of Realization and Projected Distribution detailing the estimated realization from all of the Companies' assets and projected distribution in a bankruptcy scenario.

Bankruptcy

The estimated realization in a bankruptcy scenario is lower than the Plan scenario given that the debt owed to the Companies' lender, Wells Fargo, is secured by all of the assets of the Companies. The estimated recovery from the assets net of Wells Fargo's secured claim is estimated to be less than the aggregate distributions to unsecured creditors under the Plan.

The Plan

The Plan provides a recovery to creditors of at least as much as would otherwise be received through a bankruptcy administration.

Employee Claimants and Trade Creditors would receive at least 20% of their claim, and Manunion would receive approximately 46% of its claim based on current estimates of future profits (defined as EBDAT in the Plan).

The Monitor cautions readers that estimated claims have yet to be determined as the Claims Process is currently in progress. Actual recoveries may differ from those projected below.

	Estimated Claim	Estimated Dividend	% Recovery
Trade Creditors	\$ 1,160,278	\$ 276,049	24%
Employee Claimants	\$ 1,701,911	\$ 448,251	26%
Manunion	\$ 6,986,290	\$3,212,000	46%
	<u>\$ 9,848,479</u>	<u>\$3,936,300</u>	<u>40%</u>

In total, claims of unsecured creditors total approximately \$10 million with one product supplier, Manunion, being owed almost \$7 million. Due to the size of Manunion's claim they are being offered a smaller percentage

recovery in the first two years but a chance for a larger recovery out of a share of future profits.

MONITOR'S RECOMMENDATION

The main advantages of the Plan are:

- i. unsecured creditors with proven claims will receive a minimum of 20% of their claim; and
- ii. the existing business will continue to provide employment for Forsyth's employees and a customer for Forsyth's many suppliers.

Based on all of the information that has come to the Monitor's attention to date, the Monitor recommends that creditors vote in favour of the Plan as it provides for a greater recovery for the ordinary creditors than would otherwise be achieved through a bankruptcy.

Dated at Toronto, Ontario this 5th day of June, 2013.

BDO CANADA LIMITED
Monitor
123 Front Street West, Suite 1200
Toronto, Ontario
M5J 2M2

APPENDIX "A"

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

Estimated Schedule of Realization and Projected Distribution
As at May 24, 2013

Assets	Notes	Net Book Value	Orderly Liquidation		Forced Liquidation	
			%	\$	%	\$
Accounts Receivable		\$ 5,276	80%	\$ 4,221	60%	\$ 3,166
Inventory	(1)	8,938	73%	6,502	51%	4,569
Prepaid Expenses		413	5%	21	0%	-
Fixed Assets	(2)	176	10%	18	5%	9
Land & Building	(3)	1,727	49%	839	43%	751
Other Assets & Intangibles		1,006	10%	101	0%	-
Goodwill		369	0%	-	0%	-
		\$ 17,905		\$ 11,701		\$ 8,494
Less: Operating Costs	(4)			(1,351)		(251)
Less: Professional Fees				(500)		(500)
Less: Potential Priority Payables (Employees, Taxes)				(474)		(474)
Estimated Net Recovery				9,376		7,269
Secured Loan Repayment to Wells Fargo (Incl. Cordele Mortgage)				(8,989)		(8,989)
Estimated Surplus/(Shortfall)				\$ 387		\$ (1,720)
Unsecured Claims				9,849		9,849
Potential Dividend				4%		0%

APPENDIX "A"

Notes:

- (1) Management estimates the retail value of Forsyth's finished goods inventory to be approximately \$22.6M. On the advice of a liquidator familiar with the inventory, it is estimated that 30% of retail value could be realized in an orderly liquidation, subject to 10% commission or 50% of book value in a forced liquidation. Raw material of \$691 is estimated to generate \$400 in a orderly liquidation and \$100 in a forced liquidation.
- (2) Fixed assets are comprised of warehouse fixtures and office furniture and equipment.
- (3) The Cordele, GA property has been listed for sale with a \$950,000 asking price. It has been assumed that an offer for 95% of asking price will be accepted under a high-recovery scenario and 85% under a low-recovery scenario. Both scenarios include 7% transaction related fees.
- (4) Operating expenses are estimated to equate \$78.8k per week in an orderly liquidation, and \$58.7k per week in a forced liquidation scenario as detailed below. As an orderly liquidation will involve a retail sale of inventory, operating costs will be generated over a 120 day period versus a 30 day period under a forced liquidation scenario in which it is assumed that the liquidator will bear many of these expenses.

Operating Expenses	Average week during 4 weeks ended May 24, 2013		Weekly During Orderly Liquidation		Weekly During Forced Liquidation
Wages	59,377	50%	29,689	50%	29,689
Rents	21,768	100%	21,768	100%	21,768
Salesman's Commission	13,235	100%	13,235	0%	-
Travel expenses	5,438	25%	1,360	0%	-
Insurance	1,679	100%	1,679	100%	1,679
Office expenses & supplies	5,038	50%	2,519	25%	1,260
IT equip. & outside services	17,142	50%	8,571	25%	4,286
Interest and bank charges	28,275	0%	-	0%	-
	\$ 151,952		\$ 78,820		\$ 58,681

APPENDIX “B”

BACKGROUND

Historically, Forsyth has been in the business of manufacturing, distributing, and selling apparel in both Canada and the United States of America. Forsyth manufactured shirts in Canada from 1903 to 2013 when the Canadian manufacturing facility was closed as part of Forsyth’s operational restructuring plan. Forsyth developed its product line to include five brands, and a variety of products including knits, wovens, tees, ties, uniforms, and outerwear. Product lines include private label apparel as well as such recognized brands as Bill Blass.

The majority of Forsyth’s business operations, including the manufacturing, warehousing, distributing and administrative operations, are conducted in Canada; However Forsyth’s strong customer base is spread between both the United States and Canada and includes many North American retail chains.

Forsyth Holdings, Inc. is a privately held corporation incorporated pursuant to the laws of the State of Delaware, and the parent company of both The John Forsyth Shirt Company Ltd., the operational entity that imports, manufactures, distributes and sells apparel in Canada, and Forsyth of Canada, Inc., the operational entity that distributes and sells apparel in the United States of America.

FINANCIAL RESULTS

Historical Financial results

Forsyth is currently operating at a loss and has suffered losses over the last five years as summarized below:

FORSYTH HOLDINGS, INC. Consolidated Figures (000's)	Audited 31-Dec-08	Audited 31-Dec-09	Audited 31-Dec-10	Audited 31-Dec-11	Internal 31-Dec-12	Total
Revenue	\$ 43,659	\$ 33,546	\$ 30,507	\$ 27,646	\$ 27,948	\$ 163,306
Margin	37.6%	23.6%	30.5%	30.3%	25.6%	
Loss Before Discontinued Operations	\$2,019	(\$6,622)	(\$1,057)	(\$1,068)	(\$2,072)	(\$8,800)
Net Loss	(\$5,117)	(\$11,861)	(\$2,336)	(\$1,273)	(\$1,863)	(\$22,450)

CAUSES OF INSOLVENCY

According to management, the two primary causes of Forsyth's insolvency are:

- 1) the Government of Canada's decision not to renew the Tailored Collar Shirts Remission Order, 1997, SOR/97-291 which granted remission discounts regarding duties payable under the Customs Tariff to certain manufacturers of tailored collar shirts, including The John Forsyth Shirt Company Ltd. The cancellation of this Order negatively affected net income in the amount of \$1.88 million and was a significant factor supporting Forsyth's decision to cease its Canadian manufacturing operation; and
- 2) the poor financial results of PremiumWear, Inc. which was acquired by Forsyth in 2007 and ceased operations in 2010.

OPERATIONS

Operational Restructuring

Since commencing proceedings under the CCAA the Companies have, among other things, restructured their operations by:

- 1) reducing the salaries of management-level employees;
- 2) ceasing manufacturing resulting in the closure of their Cambridge, Ontario manufacturing facility where the Companies repudiated their lease effective April 26, 2013, sold manufacturing equipment, and terminated 89 hourly and 11 supervisory staff;
- 3) minimizing the physical space of their corporate head office located in Mississauga, Ontario resulting in a reduction in rent expense;
- 4) improving working capital through a clearing sale of inventory;
- 5) terminating of 12 administrative and 3 sales staff;
- 6) initiating the process of relocating their New York, New York office to a less expensive location; and
- 7) listing for sale their warehouse facility located in Cordele, Georgia. Offers continue to be solicited with the hope of concluding a sale by June 30, 2013.

With the exception of the pending sale of the warehouse facility in Cordele, Georgia, the Companies have successfully implemented their operational

restructuring plan at this time. Management continues to believe that operations will return to profitability after the implementation of the restructuring activities described above.

SUMMARY OF THE PLAN

The Companies have estimated their future borrowing capacity and financial performance to formulate a plan of compromise that is both fair to creditors and affordable to the Companies in that it allows them to continue as a going concern and maximize value for all stakeholders. The Plan contemplated involves annual payments which are calculated differently for each of the three following groups: Employee Claimants, the Companies' largest unsecured creditor ("Manunion"), and all other unsecured creditors ("Trade Creditors").

Trade Creditors with Proven Distribution Claims:

- of less than \$5,000 will be paid the lesser of \$1,000 and the amount of their Proven Distribution Claim on or before January 15, 2014.
- in excess of \$5,000, with the exception of Manunion, will be paid an estimated 10% of their Proven Distribution Claim on or before January 15, 2014, and an additional estimated 10% of their Proven Distribution Claim on or before January 15, 2015 for a combined distribution of an estimated 20%.

Employee Claimants with Proven Distribution Claims:

- of less than \$3,250 will receive:
 - an initial distribution, not to exceed the lesser of \$1,000 and the amount of their claim, on or before January 15, 2014;
 - a second distribution, not to exceed the lesser of \$1,000 and the amount of their claim, on or before January 15, 2015; and
 - a final distribution, not to exceed the lesser of \$1,250 and the amount of their claim, on or before January 15, 2016.
- between \$3,251 and \$16,250 will receive:
 - an initial distribution, in the amount of the greater of 10% of their Proven Distribution Claim and \$1,000, on or before January 15, 2014;
 - a second distribution, in the amount of the greater of 10% of their Proven Distribution Claim and \$1,000, on or before January 15, 2015; and
 - a final distribution, which when combined with the initial and second distribution, will not exceed \$3,250 on or before January 15, 2016.
- in excess of \$16,250 will receive:
 - an initial distribution in the amount of an estimated 10% of their Proven Distribution Claim on or before January 15, 2014; and
 - a second distribution in the amount of an estimated 10% of their Proven Distribution Claim on or before January 15, 2015 for a combined distribution of an estimated 20%.

Distributions are not to exceed the value of any creditor's Proven Distribution Claim.

Distributions to Employee Claimants are structured in such a way that they will receive a distribution through the Plan equivalent to any distribution they would have otherwise received from Service Canada in accordance with the *Wage Earner Protection Program Act* ("WEPPA") if a liquidation ensued through receivership or bankruptcy proceedings. In addition, despite these proceedings under the CCAA, in the event proceedings are continued under the *Bankruptcy and Insolvency Act* ("BIA"), R.S.C. 1985, c. B-3 as amended, Employee Claimants eligibility under WEPPA is preserved.

Manunion holds a pre-filing unsecured claim of approximately \$7 million which represents an estimated 70% of the total unsecured claims. Given that Forsyth does not have the financial resources to pay 10% of the Manunion claim by year-end, the Plan provides for a payment of \$300,000 to Manunion on or before January 15, 2014 and a non-interest bearing promissory note requiring the following payments:

- \$50,000 per quarter for 3 years or 12 consecutive fiscal quarters commencing April 1, 2014 for a total of \$600,000; and
- 50% of the pre-tax cash profits ("EBDAT") of the Applicants, for a period of 5 years, starting with the fiscal year ending December 31, 2014 and payable 15 days after the completion of the audit for the relevant fiscal year, after deducting from EBDAT the quarterly payments described above and any other distribution to Trade Creditors or Employee Claimants.

Although the Plan provides that any creditor with a claim in excess of the \$3 million would receive the same treatment as Manunion under the Plan, Manunion is the only known creditor with a claim in excess of \$3 million.

The Monitor believes that the treatment of Manunion's claim is appropriate since without their continued support the Plan would fail and liquidation through the BIA would likely occur to the detriment of all stakeholders.

Manunion has expressed its support of the business terms offered to it in the Plan.

The distributions described above will be in full and final satisfaction, compromise, release, and discharge of and exchange for each Proven Distribution Claim.

Given that the value of Proven Distribution Claims has yet to be determined, Forsyth has proposed that each distribution to unsecured creditors be limited as follows:

- a) The initial distribution scheduled to occur on or before January 15, 2014 will be limited to \$650,000.
- b) The second distribution scheduled to occur on or before January 15, 2015 will be limited to \$300,000.
- c) The third distribution scheduled to occur on or before January 15, 2016 will be limited to \$80,000.

In the event that the quantum of Proven Distribution Claims would otherwise cause a distribution in excess of the amounts noted above, the distribution will be reduced on a pro rata basis among unsecured creditors.

Payments under the promissory note payable to Manunion are excluded from and are in addition to the limits noted in (b) and (c) above.

All cash distributions to be made under this Plan to unsecured creditors will be made by the Monitor by cheque sent via regular mail. The Monitor is entitled to delegate this responsibility to Forsyth.

All distributions will be made in Canadian dollars. Foreign currency denominated claims will be converted to Canadian dollars based on the CCAA filing date (February 22, 2013) exchange rate as posted on the Bank of Canada website (\$1 USD = 1.0217 CDN).

The Plan is approximately 6 years in length.

The Plan does not affect or compromise the following:

- claims of Secured Creditors;
- post-filing Claims;
- claims secured by the CCAA DIP and Administration Charges;
- certain Claims of Landlords including Claims for:
 - post-filing rent payable by the Applicants as set out in the Initial Order;
 - obligations of the Applicants to be performed under the Initial Order or any other Order made during the CCAA Proceedings; and

- loss or damages in respect of renegotiated and continuing leases except for pre-filing Claims.
- Special Crown Claims;
- the Claims of shareholders Harris Hester and Oliver Morante who have both waived their entitlement to a distribution under the Plan;
- claims covered by insurance, to the extent of such coverage; and
- claims of the Monitor, and all legal, real estate, accounting, tax, financial or other advisers to and consultants of the Applicants and the Monitor incurred by the Applicants and the Monitor in connection with the CCAA Proceedings.

All Special Crown Claims that were outstanding at the CCAA filing date shall be paid in full within six months of the Court sanctioning the creditor approved Plan.

CLAIMS PROCESS

The Monitor, with the assistance of Forsyth, is responsible for the administration of the Claims Process.

Forsyth has provided the Monitor with a complete list of all known creditors who have been sent the enclosed document package on or before June 7, 2013, via regular mail for completion and submission to the Monitor. Copies of the same documents will be made available on the Monitor's website at www.bdo.ca/forsyth.

A notice to creditors will be published in the Globe and Mail (National Edition) on Thursday June 7, 2013.

Creditors will be required to submit to the Monitor a Proof of Claim or Lease Terms Form (enclosed) by 5:00 p.m. eastern standard time on June 21, 2013, the Claims Bar Date. The Monitor, with the assistance of the Applicants, will review and evaluate Proofs of Claim and Lease Terms Forms received and, if not accepted in whole or in part, the Monitor will issue a Notice of Revision or Disallowance and a form of Dispute Notice to the creditor.

Creditors may dispute their claim, as set out in the Notice of Revision or Disallowance, by filing a Dispute Notice with the Monitor within 10 calendar days.

Any creditor who does not serve and file such Dispute Notice within the noted time frame shall be deemed to have accepted the claim as set out in the Notice of Revision or Disallowance.

Dispute Notices not consensually resolved through the dispute and review process may be accepted by the Monitor and the Debtors for voting purposes only.

Dispute Notices not consensually resolved through the dispute and review process will be decided by this Court.

CONDUCT OF THE DEBTORS

The Monitor is not aware of any non-compliance by the Debtors with the requirements of the CCAA or any Order issued by the Ontario Superior Court of Justice in the CCAA Proceedings. The Monitor believes the

Companies have acted, and continue to act, in good faith and with due diligence.

Furthermore, the Monitor is not aware, at this time, of any preferential payments or transfers under value that the Debtors may have been a party to.

SECURED CREDITOR

Wells Fargo provided financing to Forsyth prior to these CCAA proceedings and continues to provide financing as Forsyth's DIP Lender in accordance with the DIP Credit Agreement. As of May 24, 2013, Forsyth is indebted to Wells Fargo in the amount of \$8,989,312.

The DIP Credit Agreement provides for repayment by June 30, 2013; however, the Companies have requested that the DIP Lender consent to their request for an extension up to and including July 12, 2013. Further negotiations concerning extensions are anticipated once the outcome of the creditor vote is known.

**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 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**

**CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT OF
THE JOHN FORSYTH SHIRT COMPANY LTD., FORSYTH HOLDINGS,
INC. AND FORSYTH OF CANADA, INC.**

May 17, 2013

**CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT PURSUANT TO
THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA)
DATED FOR REFERENCE MAY 17, 2013**

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Plan (including the Schedule hereto), unless otherwise stated or the subject matter or context should otherwise require, the following capitalized terms and phrases used but not defined herein have the following meanings:

“Administration Charge” has the meaning given to it in paragraph 31 of the CCAA Initial Order;

“Affirmative Votes” means the votes of the Eligible Voting Creditors with Proven Voting Claims, who have voted in favour of the Plan at the Creditors’ Meeting, and **“Affirmative Vote”** shall mean any one of them;

“Applicable Law” means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all laws, rules, statutes, regulations, treaties, orders, judgements and decrees, and all official requests, directives, rules, guidelines, orders, policies, practices and other requirements of any Authorized Authority;

“Applicants” means The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc. and **“Applicant”** shall mean any one of them;

“Assets” means all of the property, assets, business and undertaking of the Applicants;

“Authorized Authority” means, in relation to any Person, transaction or event, any:

- (a) federal, provincial, state, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign;
- (b) agency, authority, commission, instrumentality, regulatory body, court, or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any Taxing Authority;
- (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; or
- (d) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, transaction or event;

“BIA” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

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

“Canadian Dollars”, “CDN \$” or “\$” means dollars denominated in lawful currency of Canada;

“CCAA” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

“CCAA Filing Date” means February 22, 2013, being the date of the CCAA Initial Order;

“CCAA Initial Order” means the Order granted by the Court in the CCAA Proceedings on February 22, 2013, as amended, restated, varied or extended from time to time by subsequent Orders of the Court;

“CCAA Proceedings” means the proceedings commenced by the Applicants under the CCAA on February 22, 2013 in the Court under Court File No. CV-13-10009-00CL;

“Charges” has the meaning given to it in paragraph 38 of the CCAA Initial Order;

“Claim” means any right or claim of any Person that may be asserted or made in whole or in part against the Applicants, or either of them, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including, without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or Assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, and **“Claims”** means all of them;

“Claims Bar Date” means 5:00 p.m. (Toronto time) on June 21, 2013, as set out in the Claims Process and Bar Order, as such date may be extended in respect of any particular Claim by agreement of the Monitor and the Applicants and/or by Order of the Court;

“Claims Process and Bar Order” means the Order of the Court dated May 31, 2013, as amended, restated or varied from time to time by subsequent Order of the Court;

“Contract Repudiation Claim” means any Claim arising from the restructuring, repudiation, resiliation or termination of any contract or other arrangements or

agreements of any nature whatsoever, whether written or oral, pursuant to a Notice of Repudiation or Termination received by any Person prior to the Repudiation Deadline, but excludes any Landlord Repudiation Claim and Employee Claim;

“Court” means the Ontario Superior Court of Justice (Commercial List);

“Creditor” means any Person having a Pre-Filing Claim or Restructuring Claim, together with his, her or its heirs, executors, administrators, legal representatives, successors and assigns, and where the context requires and subject to the Claims Process and Bar Order and Section 5.4 of the Plan, includes the assignee or transferee of such Claim, a successor in interest to such Claim, or a trustee, receiver, interim receiver, receiver and manager, liquidator or other Person acting on behalf of such Person, and, for greater certainty, includes a Landlord, and **“Creditors”** means all of them;

“Creditors’ Meeting” means the meeting of Unsecured Creditors called for the purposes of considering and/or voting in respect of the Plan, which has been set by the Creditors’ Meeting Order to take place at 10:00 a.m. (Toronto time) on June 26, 2013, and any postponements, adjournments or amendments thereof;

“Creditors’ Meeting Order” means the Order of the Court dated May 31, 2013, as amended, restated or varied from time to time by subsequent Order of the Court;

“Crown” means Her Majesty the Queen in right of Canada or any province thereof;

“DIP Lender” means Wells Fargo Capital Finance Corporation Canada and Wells Fargo Capital Finance, LLC, in their capacity as DIP lenders to the Applicants;

“DIP Charge” has the meaning given to it in paragraph 35 of the CCAA Initial Order;

“D&O Charge” has the meaning given to it in paragraph 21 of the CCAA Initial Order;

“Disallowed Claim” means a Disputed Claim or any portion thereof which has been finally disallowed in accordance with the Claims Process and Bar Order;

“Dispute Notice” means the dispute notice, in substantially the form attached as **Schedule “F”** to the Claims Process and Bar Order, delivered by an Unsecured Creditor to the Monitor who has received a Notice of Revision or Disallowance and who intends to dispute such Notice of Revision or Disallowance pursuant to the Claims Process and Bar Order or the Plan;

“Disputed Claim” means, as applicable: (a) that portion of an Unsecured Claim which has not been allowed or accepted as proven by the Monitor for distribution purposes, which is the subject of a Dispute Notice, and which has not been resolved by the Monitor, by agreement or by further Order of the Court; or (b) in respect of any Lease Terms which have not been allowed or accepted as proven by the Monitor for distribution purposes, which are the subject of a Dispute Notice, and which have not been resolved by the Monitor, by agreement or by further Order of the Court, the amount which is the difference between the calculation of the distribution to a Landlord: (i) based on the

Lease Terms accepted by the Monitor; and (ii) based on the Lease Terms asserted by a Landlord in a Dispute Notice, and **“Disputed Claims”** means all of them;

“Disputed Claims Reserve” means the reserve, if any, established on the Interim Distribution Date and maintained by the Monitor, in which the Monitor shall deposit the amounts which would be distributed to Holders of Disputed Claims if such Disputed Claims were to become Proven Distribution Claims for their entire amount, pending the final determination or resolution of such Disputed Claims for distribution purposes under this Plan;

“Document Package” means a document package which shall include a copy of the appropriate Instruction Letter, the Proof of Claim or the Lease Terms Form, as applicable, the Claims Process and Bar Order, the Creditors’ Meeting Order, and such other materials as the Monitor may consider appropriate or desirable;

“EBDAT” means earnings before depreciation, amortization and taxes calculated in accordance with the provisions of Schedule “B” attached hereto;

“Eligible Voting Creditor” means an Unsecured Creditor who holds a Proven Voting Claim or a Disputed Claim, and **“Eligible Voting Creditors”** means all of them;

“Employee Claimant” means any Person holding an Employment Claim, and **“Employee Claimants”** means all of them;

“Employment Claims” means any Claim arising from the employment of any person with any of the Applicants, or arising from the termination of the employment of any employee of any of the Applicants arising from or accrued in relation to any date prior to the CCAA Filing Date, whether or not such Claim fell due on or before the CCAA Filing Date and for greater certainty shall include but shall not be restricted to Claims for vacation pay, termination, severance, any obligations arising at common law, under the *Employment Standards Act* (Ontario), or other similar legislation, and any claims under paragraphs 81.3 or 81.3 of the BIA; and **“Employment Claim”** means any one of them;

“Final Distribution Date” means a date to be chosen by the Monitor, in consultation with the Applicants, which shall be a date which is within thirty (30) days of the later of: (i) the date on which the Monitor certifies to the Court that the last Disputed Claim has been finally determined or settled; and (ii) January 15, 2016;

“Holder” means an Unsecured Creditor who has filed a Proof of Claim or Lease Terms Form, as applicable, with the Monitor in accordance with the Claims Process and Bar Order, or, subject to Section 5.4 of the Plan, any assignee or transferee thereof, and **“Holders”** means all of them;

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

“Interim Distribution Date” means January 15, 2014;

“Landlord” means:

- (a) a landlord, head landlord or owner of real property, whether or not in direct privity with the Applicants, who has a Pre-Filing Claim or Restructuring Claim in respect of any premises leased or otherwise occupied by the Applicants pursuant to a Lease to which such landlord, head landlord or owner is a party or by which such landlord, head landlord or owner is bound or otherwise enjoys or may enjoy the benefit of, and includes:
 - (i) any mortgagee of such premises who has taken possession of such premises or is collecting Rent in respect of such premises; and
 - (ii) any Person who has taken an assignment of rents or assignment of Lease in respect of such premises, whether as security or otherwise;
- (b) any Person whose Pre-Filing Claim or Restructuring Claim would be duplicative of or derivative from the Pre-Filing Claim or Restructuring Claim of such landlord, head landlord or owner; and
- (c) any Person who has a Pre-Filing Claim or Restructuring Claim in such Person’s capacity as co-owner, partner, shareholder or trust beneficiary of a Person which is the landlord, head landlord or owner of any premises leased or otherwise occupied by the Applicants and includes:
 - (i) any holder of a Lien against such ownership, partnership, shareholder or beneficial interest who is entitled to receive any dividends or distribution thereon;
 - (ii) any Person who has taken an assignment of such ownership, partnership, shareholder or beneficial interest; and
 - (iii) any Person whose Pre-Filing Claim or Restructuring Claim would be duplicative of or derivative from the Pre-Filing Claim or Restructuring Claim of such first named Person,

and **“Landlords”** means all of them;

“Landlord Repudiation Claim” means any Claim of any Landlord: (a) with respect to the waiver or reduction of any benefits to the Landlord, financial or otherwise, arising out of, or by virtue of, the granting of or entering into an agreement providing amendments to a Lease on or after the CCAA Filing Date, and prior to the Repudiation Deadline; or (b) arising from or in any way related to the abandonment by the Applicants of any Repudiated Leased Premises or the restructuring, repudiation, resiliation or termination of any Lease on or after the CCAA Filing Date by the Applicants pursuant to a Notice of Repudiation or Termination, including, without limitation, any damages or losses of any kind, direct or indirect, consequential or otherwise, incurred or suffered by such Landlord in respect of any such abandonment of Repudiated Leased Premises or any such restructuring, repudiation, resiliation or termination of any Lease, and including any

physical damage caused by the Applicants or any of its agents in abandoning Repudiated Leased Premises and in removing any signage or other equipment from such Repudiated Leased Premises, but excludes: (i) any Claim of a Landlord existing before the CCAA Filing Date; (ii) any Contract Repudiation Claim; and (iii) any Unaffected Obligation, and **“Landlord Repudiation Claims”** means all of them;

“Lease” means any lease, sublease, licence, sublease, agreement to lease, offer to lease or other agreement or arrangement, whether written, oral or otherwise pursuant to which the Applicants, or any one of them, have or had a right to occupy premises, and includes all amendments and supplements thereto and all ancillary documents relating thereto existing as at the CCAA Filing Date, and for greater certainty, excludes any lease of personal property;

“Lease Terms” means the information pertaining to a Lease that has been submitted to the Monitor by a Landlord pursuant to a Lease Terms Form, which information reflects, *inter alia*, only those terms of the Lease that were in effect as of the CCAA Filing Date;

“Lease Terms Form” means the lease terms form, in substantially the form attached as Schedule “D” to the Claims Process and Bar Order, which is required to be submitted to the Monitor by any Landlord who has an Unsecured Claim by the Claims Bar Date in accordance with the Claims Process and Bar Order;

“Lien” means any mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law which has been duly and properly registered or perfected in accordance with applicable legislation on the CCAA Filing Date or otherwise in accordance with the CCAA Initial Order;

“Monitor” means BDO Canada Limited, in its capacity as Court-appointed monitor of the Applicants in the CCAA Proceedings, and not in its corporate or personal capacity;

“Monitor’s Certificate” has the meaning given to it in Section 7.3 of the Plan;

“Negative Votes” means the votes of the Eligible Voting Creditors with Proven Voting Claims, who have voted against the Plan at the Creditors’ Meeting, and **“Negative Vote”** shall mean any one of them;

“Notice of Repudiation or Termination” means a written notice in any form issued on or after the CCAA Filing Date and prior to the Repudiation Deadline by the Applicants advising a Person of the restructuring, repudiation, resiliation or termination of any contract, Lease, employment agreement, or other arrangements or agreements of any nature whatsoever, whether written or oral, and any agreements related thereto, including, without limitation, the repudiation of any obligations under a Lease required to be performed by the Applicants before, on or concurrent with the surrender or vacating of the leased premises on the expiry of the term of the Lease prior to the Plan Implementation Date;

“Notice of Revision or Disallowance” means a notice of revision or disallowance, in substantially the form attached as Schedule “E” to the Claims Process and Bar Order, as submitted to the Monitor by a Creditor in accordance with the Claims Process and Bar Order;

“Order” means any order of the Court in the CCAA Proceedings, and **“Orders”** means all of them;

“Person” shall be broadly interpreted and includes an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual, and for greater certainty includes any Authorized Authority;

“Plan” means this Consolidated Plan of Compromise and Arrangement, as it may be restated, supplemented or amended from time to time in accordance with the provisions the Plan, the Claims Process and Bar Order and the Creditors’ Meeting Order;

“Plan Implementation Date” means the Business Day immediately following the Business Day on which all conditions to implementation of the Plan as set out in Section 7.2 of the Plan have been satisfied, fulfilled or waived, and the Monitor has filed the Monitor’s Certificate with the Court confirming the foregoing;

“Pre-Filing Claim” means any Claim which is based in whole or in part on facts which existed prior to the CCAA Filing Date, together with any other rights or Claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA had the Applicants become bankrupt prior to the CCAA Filing Date, together with any other rights or Claims, whether or not asserted, made after the CCAA Filing Date in any way, directly or indirectly related to any action taken or power exercised prior to the CCAA Filing Date, and which for greater certainty, includes any Tax Claim;

“Pro Rata” means, in respect to an Unsecured Creditor, the amount determined by the following formula:

$$\text{Pro Rata Share} = (A/B)$$

A = the amount of such Unsecured Creditor’s Proven Distribution Claim;

B = the aggregate amount of all Unsecured Claims that are Proven Distribution Claims and Disputed Claims;

“Promissory Note” shall mean the Promissory Note as described and with the characteristics as provided for in Section 4.2(c) hereof;

“Proof of Assignment” means a notice of transfer or assignment of a Claim executed by the Creditor and the transferee or assignee, together with such other evidence of such transfer or assignment as may be reasonably required by the Monitor and/or the Applicants;

“Proof of Claim” means a proof of claim, in substantially the form attached as Schedule “B” to the Claims Process and Bar Order, which is required to be submitted to the Monitor by any Creditor, except a Landlord, who has an Unsecured Claim by the Claims Bar Date in accordance with the Claims Process and Bar Order, and **“Proofs of Claim”** means all of them;

“Proven Lease Terms” means the Lease Terms of a Landlord for voting and/or distribution purposes, as the case may be, which have become finally determined or allowed in accordance with the Claims Process and Bar Order, the Creditors’ Meeting Order, and/or the Plan, as applicable;

“Proven Distribution Claim” means the amount of an Unsecured Claim as finally determined or allowed for distribution purposes in accordance with the provisions of the Claims Process and Bar Order, the Creditors’ Meeting Order, and/or the Plan, as applicable, and **“Proven Distribution Claims”** means all of them;

“Proven Voting Claim” means the amount of an Unsecured Claim as finally determined or allowed for voting purposes in accordance with the provisions of the Claims Process and Bar Order, the Creditors’ Meeting Order and/or the Plan, as applicable, and **“Proven Voting Claims”** means all of them;

“Proxy” means a proxy, in substantially the form attached as Schedule “C” to the Creditors’ Meeting Order, or such other form acceptable to the Monitor or chair of the Creditors’ Meeting, and **“Proxies”** means all of them;

“Rent” means solely for the purposes of calculating a Landlord Voting Amount and a Landlord Repudiation Claim, the amount set out in the corresponding Proven Lease Terms, expressed on a monthly basis, that is in respect of the minimum, basic, net, or base rent, together with such additional rent as set out in the corresponding Proven Lease Terms, and where rent or additional rent is expressed in the Proven Lease Terms for a period of time and other than monthly, it shall be converted *pro rata* to a monthly basis;

“Repudiated Leased Premises” means any premises leased or otherwise occupied by the Applicants pursuant to a Lease in which the Applicants have delivered to the applicable Landlord a Notice of Repudiation or Termination, but shall not include: (a) any premises in respect of which the Applicants have expressly withdrawn, with the written consent of the Landlord, a previously delivered Notice of Repudiation or Termination; or (b) any premises surrendered or vacated by the Applicants on the expiry of the term of the Lease;

“Repudiation Deadline” means 5:00 p.m. (Toronto time) on June 4, 2013;

“Required Majority of Creditors” means: (a) the number of Affirmative Votes exceeding fifty percent (50%) of the Votes Cast; and (b) the value of Proven Voting Claims attributable to the Affirmative Votes equal to or exceeding sixty-six and two-thirds percent (66-2/3%) of the value of Proven Voting Claims attributable to the Votes Cast;

“Restructuring Claim” means any Landlord Repudiation Claim and Contract Repudiation Claim, and **“Restructuring Claims”** means all of them;

“Sanction Order” means an Order sanctioning the Plan and giving all necessary directions regarding its implementation, which shall contain the provisions set forth in Section 7.1 of the Plan;

“Second Distribution Date” means January 15, 2015;

“Secured Claims” means all Claims secured by a Lien, provided that no Landlord Repudiation Claims arising under a Lease shall be treated under the Plan as Secured Claims, and **“Secured Claim”** means any one of them;

“Secured Creditors” means Creditors with Claims that are Secured Claims, and **“Secured Creditor”** means any one of them;

“Special Crown Claims” means Claims of the Crown, for all amounts that were outstanding at the CCAA Filing Date and are of a kind that could be subject to a demand under:

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

“Stay Period” has the meaning given to it in the CCAA Initial Order;

“Tax” or **“Taxes”** means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges and additions with respect to such amount;

“Tax Claim” means any Claim against the Applicants for any Taxes in respect of any taxation year or period ending on or prior to the CCAA Filing Date, and in any case where a taxation year or period commences on or prior to the CCAA Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the CCAA Filing Date and up to and including the CCAA Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto;

“Taxing Authorities” means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and **“Taxing Authority”** means any one of the Taxing Authorities;

“Unaffected Obligations” has the meaning given to such term in Section 3.2 of the Plan, and **“Unaffected Obligation”** means any one of them;

“Unsecured Claims” means all Pre-Filing Claims and Restructuring Claims, but excludes any Unaffected Obligations, and excludes any Claims of Harris Hester, Oliver Morante and Rick Droppo, each of whom have waived their entitlement to Claim to a distribution under this Plan, and **“Unsecured Claim”** means any one of them;

“Unsecured Creditors” means Creditors with Claims that are Unsecured Claims, wherever situate, including, without limitation, Creditors in Canada, the United States of America and elsewhere, and **“Unsecured Creditor”** means any one of them; and

“Votes Cast” means the sum of the Affirmative Votes and the Negative Votes of the Eligible Voting Creditors with Proven Voting Claims present at the Creditors’ Meeting in person or by Proxy.

1.2 Article and Section Reference

The terms **“this Plan”**, **“hereof”**, **“hereunder”**, **“herein”**, and similar expressions refer to this Plan, and not to any particular article, section, subsection, paragraph or clause of this Plan and include any variations, amendments, modifications or supplements hereto. In this Plan, a reference to an article, section, subsection, clause or paragraph shall, unless otherwise stated, refer to an article, section, subsection, paragraph or clause of this Plan.

1.3 Extended Meanings

In this Plan, where the context so requires, any word importing the singular number shall include the plural and vice versa, and any word or words importing gender shall include all genders.

1.4 Interpretation Not Affected by Headings

The division of this Plan into articles, sections, subsections, paragraphs and clauses and the insertion of a table of contents and headings are for convenience of reference and shall not affect the construction or interpretation of this Plan.

1.5 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any Person is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Currency

Unless otherwise stated herein, all references to currency in this Plan are to lawful money of Canada. For the purposes of voting or distribution, any Claim or Lease Terms shall be denominated in Canadian Dollars and all distributions under this Plan shall be paid in Canadian Dollars. Any Claim or Lease Terms in a currency other than Canadian Dollars must be converted to Canadian Dollars, and such amount shall be regarded as having been converted at the spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian Dollars as at noon on the CCAA Filing Date, which rate for greater certainty for the conversion of US Dollars to Canadian Dollars is CDN \$1.0217:US \$1.00.

1.7 Statutory References

Any reference in this Plan to a statute includes all regulations made thereunder, all amendments to such statute or regulations in force from time to time to the date of this Plan and any statute or regulation that supplements or supersedes such statute or regulation to the date of this Plan.

1.8 Successors and Assigns

This Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns, as the case may be, of any Person named or referred to in or bound by this Plan.

1.9 Governing Law

This Plan and each of the documents contemplated or delivered under or in connection with this Plan, shall be governed by, and are to be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of this Plan and all proceedings taken in

connection with this Plan and its revisions shall be subject to the exclusive jurisdiction of the Court.

1.10 Inclusive Meaning

As used in this Plan, the words “include”, “includes”, “including” or any other derivation thereof means, in any case, those words as modified by the words “without limitation”.

1.11 Severability

If any provision of this Plan is or becomes illegal, invalid or unenforceable on or following the Plan Implementation Date in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Plan, or the legality, validity or enforceability of that provision in any other jurisdiction.

1.12 Timing Generally

Unless otherwise specified, all references to time herein, and in any document issued pursuant hereto, shall mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Toronto time) on such Business Day.

1.13 Time of Payments and Other Actions

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the payment to the next succeeding Business Day if the last day of the period is not a Business Day. Wherever any payment to be made or action to be taken under this Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day.

1.14 Interpretation of Accounting Terms

All accounting terms not otherwise defined herein shall have the meanings ascribed to them, from time to time, in accordance with Canadian generally accepted accounting principles as now in effect, including those prescribed by the Canadian Institute of Chartered Accountants.

1.15 Schedule

The following is a Schedule to this Plan, which is incorporated by reference into this Plan and forms an integral part hereof:

- Schedule “A” – Form of Monitor’s Certificate
- Schedule “B” – Calculation of EBDAT
- Schedule “C” – Form of Promissory Note

ARTICLE 2 PURPOSE OF PLAN

2.1 Purpose

The purpose of this Plan is to effect a compromise and arrangement of all Unsecured Claims against the Applicants, in order to enable the business of the Applicants to continue, in the expectation that a greater benefit will be derived from the continued operation of the business of the Applicants than would result from the bankruptcy, the immediate sale or forced liquidation of the Applicants' Assets.

ARTICLE 3 CLAIMS

3.1 Affected Persons

On the Plan Implementation Date, this Plan shall be binding upon the Applicants and the Unsecured Creditors in respect of their Unsecured Claims and their respective heirs, executors, administrators, legal representatives, successors and assigns, but, for greater certainty, the Plan shall not affect any Unaffected Obligations.

3.2 Claims Unaffected by the Plan

This Plan shall not compromise the following Claims and rights that arise in respect thereof (collectively, the "Unaffected Obligations"):

- (a) Claims of Secured Creditors;
- (b) Claims arising in the ordinary course of business for utilities, goods, materials or services provided to and received by the Applicants at the request of the Applicants from and after the CCAA Filing Date, which Claims shall be paid by the Applicants in accordance with terms previously agreed upon by the Applicants with suppliers of such utilities, goods, materials and services;
- (c) Claims for unpaid Rent (as such term is defined in the CCAA Initial Order) of any Landlord against the Applicants payable pursuant to the terms of the CCAA Initial Order for the period from and after the CCAA Filing Date;
- (d) subject to any agreement with a Landlord, Claims of a Landlord arising after the CCAA Filing Date pursuant to or in respect of a Lease which is: (i) not subject to a Notice of Repudiation or Termination; and (ii) which is otherwise continuing in full force and effect as of the Plan Implementation Date with or without modification, amendment or variation with the consent of the Landlord after the CCAA Filing Date, but excluding any Claims that arose under any such Lease prior to the CCAA Filing Date or any Claims with respect to the waiver or reduction of any benefits to the Landlord, financial or otherwise, arising out of, or by virtue of the granting of or entering into an agreement providing amendments to a Lease;

- (e) subject to any agreement with a Landlord, Claims of a Landlord arising from the non-performance of any obligations of the Applicants to be performed by the Applicants under the CCAA Initial Order or any other Orders made in the CCAA Proceedings in respect of any Lease which is subject to a Notice of Repudiation or Termination, for which notice of such Claim is given to the Applicants in writing no later than five (5) Business Days prior to the hearing of the Sanction Order;
- (f) Claims secured by the DIP Charge;
- (g) Claims secured by the Administration Charge;
- (h) Special Crown Claims;
- (i) Claims of Harris Hester and Oliver Morante;
- (j) that portion of a Claim arising from a cause of action for which the Applicants are covered by insurance, only to the extent of such coverage; and
- (k) Claims of the Monitor, and all legal, real estate, accounting, tax, financial or other advisers to and consultants of the Applicants and the Monitor incurred by the Applicants and the Monitor in connection with the CCAA Proceedings and the restructuring of the Applicants, including the development and implementation of this Plan.

3.3 No Vote or Distribution in Respect of Unaffected Obligations

No holder of an Unaffected Obligation shall be entitled to vote on or receive any distributions under this Plan in respect of such Unaffected Obligation.

3.4 Claims Filed By Holders of Unaffected Obligations

Where a Proof of Claim or Lease Terms Form has been filed with the Applicants or the Monitor by any Person in respect of an Unaffected Obligation, whether pursuant to the Claims Process and Bar Order or otherwise, such Proof of Claim or Lease Terms Form will be deemed to be disallowed for voting and distribution purposes with no further action required by the Applicants or the Monitor and neither the Applicants nor the Monitor shall have any further obligation in respect of such Proof of Claim or Lease Terms Form.

3.5 Set-Off

Except as otherwise contractually agreed, the law of set-off applies to all Claims made against the Applicants and to all actions instituted by it for the recovery of debts due to the Applicants in the same manner and to the same extent as if the Applicants were plaintiffs or defendants, as the case may be.

3.6 Special Crown Claims

All Special Crown Claims in respect of all amounts that were outstanding at the CCAA Filing Date or related to the period ending on the CCAA Filing Date shall be paid in full to the Crown within six (6) months of the Sanction Order as required by subparagraph 18.2(1) of the CCAA.

3.7 Funding of Cash Distributions under the Plan

Notwithstanding any other provision of this Plan, the Applicants shall fund the Monitor with amounts sufficient to enable the Monitor to make distributions to Unsecured Creditors under this Plan due on or before the Interim Distribution Date and the Second Distribution Date at least three (3) Business Days prior to the due date for each such distribution. The Applicants shall fund directly to Unsecured Creditors distributions under this Plan that fall due after the Second Distribution Date.

ARTICLE 4 TREATMENT OF UNSECURED CREDITORS

4.1 Voting for Creditors

Each Unsecured Creditor with one or more Unsecured Claims shall be entitled to vote on this Plan at the Creditors' Meeting, to the extent of the amount of its Proven Voting Claim. Claims of all Unsecured Creditors shall be treated as a single class.

4.2 Distribution to Unsecured Creditors (other than Employee Claimants)

Following the Plan Implementation Date, the Monitor or the Applicants, as applicable, shall make the following distributions to each Unsecured Creditor, other than Employee Claimants, holding a Proven Distribution Claim, which, together with any other distribution to each Unsecured Creditor required hereunder, shall be in full and final satisfaction, compromise, settlement, release and discharge of each such Proven Distribution Claim:

- (a) to any Unsecured Creditor, other than Employee Claimants, holding a Proven Distribution Claim in an amount of \$5,000 or less or for which such Unsecured Creditor files a Proven Distribution Claim in an amount of \$5,000 or less, the lesser of the amount of its Proven Distribution Claim or \$1,000, to be paid on or before the Interim Distribution Date in full satisfaction of such Claim;
- (b) to any Unsecured Creditor, other than Employee Claimants, holding a Proven Distribution Claim in an amount greater than \$5,000 but equal to or less than \$3,000,000:
 - (i) payment of an amount equal to 10% of such Unsecured Creditor's Proven Distribution Claim to be paid on or before the Interim Distribution Date; and

- (ii) payment of an amount equal to 10% of such Unsecured Creditor's Proven Distribution Claim to be paid on or before the Second Distribution Date;
- (c) to any Unsecured Creditor, other than Employee Claimants, holding a Proven Distribution Claim in an amount greater than \$3,000,000:
 - (i) payment of an amount equal to 10% of the first \$3,000,000 of such Unsecured Creditor's Proven Distribution Claim to be paid on or before the Interim Distribution Date; and
 - (ii) a Promissory Note issued on the Plan Implementation Date by the Applicants on a joint and several basis in favour of such Unsecured Creditor in a form substantively similar to Schedule "C" attached hereto and having the following characteristics:
 - (1) the face value of the Promissory Note shall be for the amount of the Unsecured Creditor's Proven Distribution Claim less the aggregate of the payment made or to be made to the applicable Unsecured Creditor pursuant to Subsection 4.2(c)(i) of this Plan;
 - (2) the Promissory Note shall require payments to the applicable Unsecured Creditor of: (i) \$50,000 per quarter starting April 1, 2014, for a period of 12 quarters; plus (ii) 50% of the EBDAT of the Applicants on a consolidated basis per year, for a period of 5 years, starting with the fiscal year ending December 31, 2014 and payable 15 days after the completion of the calculation of EBDAT in accordance with Schedule "B" hereof for the relevant fiscal year, after deducting from such EBDAT: (A) the aforementioned \$50,000 quarterly payments made during the relevant fiscal year; and (B) the payments referred to in Subsections 4.2(b), 4.3(b), 4.3(c) and 4.3(d) of this Plan made during the relevant fiscal year; and
 - (3) the Promissory Note shall bear no interest.

4.3 Employee Claims

Following the Plan Implementation Date, the Monitor or the Applicants, as applicable, shall make the following distributions to each Employee Claimant with a Proven Distribution Claim, in full and final satisfaction, compromise, settlement release and discharge of each such Proven Distribution Claim:

- (a) to an Employee Claimant holding a Proven Distribution Claim in respect of an Employment Claim in amount equal to or less than the aggregate of \$1,000, including any such Employee Claimant proving a Claim for

\$1,000 or less, the entire amount of such Claim to be paid on or before the Interim Distribution Date;

- (b) to each Employee Claimant holding a Proven Distribution Claim in an amount greater than \$1,000 but equal to or less than \$3,250: (i) a payment of \$1,000 on account of such Proven Distribution Claim on or before the Interim Distribution Date; (ii) an additional payment equal to the lesser of \$1,000 or the balance of such Proven Distribution Claim on or before the Second Distribution Date; and (iii) the balance, if any, of such Proven Distribution Claim on or before January 15, 2016 to a maximum of \$3,250;
- (c) to each Employee Claimant holding a Proven Distribution Claim greater than \$3,250 but less than or equal to \$16,250:
 - (i) a payment on or before the Initial Distribution Date equal to the greater of: (A) \$1,000; or (B) 10% of the amount of such Employee Claimant's Proven Distribution Claim; and
 - (ii) a payment on or before the Second Distribution Date equal to the greater of: (A) \$1,000; or (B) 10% of the amount of such Employee Claimant's Proven Distribution Claim; and
 - (iii) an additional amount paid on or before January 15, 2016 equal to \$3,250 less the aggregate payments made to such Employee Claimant under Subsections 4.3(c)(i) and (ii) of this Plan; and
- (d) to any Employee Claimant holding a Proven Distribution Claim exceeding \$16,250, two payments equal to 10% of such Employee Claimant's Proven Distribution Claim paid on or before the Interim Distribution Date and the Second Distribution Date, respectively.

4.4 Limitation on Payments

The distributions provided for under Sections 4.2 and 4.3 hereof, other than the distributions under the Promissory Notes, shall be made subject to the following conditions and restrictions:

- (a) no distributions may be made at any time that any payments due under the Promissory Notes are in arrears, but such distributions shall occur forthwith after such payments under the Promissory Notes have been brought into good standing;
- (b) distributions under this Plan that are scheduled to be made on or before the Interim Distribution Date shall not exceed, in the aggregate, \$650,000, and if the quantum of Proven Distribution Claims would otherwise result in aggregate distributions exceeding \$650,000 for that period then such distributions shall be reduced on a pro rata basis based on the amount that

would otherwise be received by each Unsecured Creditor during that period to an aggregate of \$650,000;

- (c) distributions scheduled to be made on or before the Second Distribution Date but after the Interim Distribution Date, excluding the distributions described in Subsection 4.2(c) of this Plan, shall not exceed, in the aggregate, \$300,000, and if the quantum of Proven Distribution Claims would otherwise result in aggregate distributions exceeding \$300,000 for that period then such distribution shall be reduced on a Pro Rata basis among Unsecured Creditors to an aggregate of \$300,000; and
- (d) distributions scheduled to be made on or before January 15, 2016 but after the Second Distribution Date, excluding the distributions described in Subsection 4.2(c) of this Plan, shall not exceed, in the aggregate, \$80,000, and if the quantum of Proven Distribution Claims would otherwise result in aggregate distributions exceeding \$80,000 for that period then such distribution shall be reduced on a Pro Rata basis among Unsecured Creditors to an aggregate of \$80,000.

4.5 Unsecured Creditors with Unsecured Claims against Individual Applicants

Unsecured Creditors holding an Unsecured Claim against any of the Applicants shall be treated as an Unsecured Claim against the Applicants on a joint and several basis for the purposes of the Plan, it being the intention that the obligations under the Plan shall be joint and several obligations of the Applicants and all distributions hereunder shall be made in full and final satisfaction, compromise, settlement, release, and discharge of all Unsecured Claims.

ARTICLE 5 PROVISIONS GOVERNING DISTRIBUTIONS

5.1 Loss of Right to Receive Distributions

Unless otherwise ordered by the Court or agreed to by the Applicants and the Monitor in writing, any Unsecured Creditor that has not submitted a Proof of Claim or Lease Terms Form, as the case may be, in accordance with the procedure set out in the Claims Process and Bar Order prior to the Claims Bar Date will not be entitled to receive any distributions under this Plan in respect of its Unsecured Claim.

5.2 Distributions

- (a) Notwithstanding any date of a distribution indicated herein, an Unsecured Creditor holding a Disputed Claim will not receive a distribution under this Plan in respect of such Disputed Claim until the Disputed Claim is finally determined or settled pursuant to the Claims Process and Bar Order, the Creditors' Meeting Order, this Plan or further Order of the Court. Distributions in respect of a Disputed Claim determined to be a Proven Distribution Claim shall be paid in accordance with Section 4.2 or 4.3 of this Plan, if and as applicable, or as soon as practicable.

- (b) Except as otherwise provided herein or as ordered by the Court, distributions on account of Proven Distribution Claims to Unsecured Creditors pursuant to Sections 4.2 and 4.3 of this Plan and payable on or before (i) the Second Distribution Date shall be made on or before the Second Distribution Date but after the Interim Distribution Date; and (ii) January 15, 2016 shall be made on or before January 15, 2016 but after the Second Distribution Date.
- (c) All cash distributions to be made under this Plan to an Unsecured Creditor by the Monitor or by the Applicants, as applicable, shall be made by cheque and will be sent, via regular mail, to such Unsecured Creditor at the address set out on the Unsecured Creditor's Proof of Claim or Lease Terms Form, as the case may be, or such other address as provided to the Monitor by such Unsecured Creditor in accordance with Section 10.6 of this Plan.
- (d) Distributions of amounts held in the Disputed Claims Reserve in respect of the Disputed Claims which become Disallowed Claims shall be made by the Monitor in accordance with Section 5.5 of this Plan.

5.3 Interest on Unsecured Claims

Unless otherwise specifically provided for in this Plan or in the Sanction Order, no interest or penalties shall accrue or be paid on an Unsecured Claim or a Proven Distribution Claim from and after or in respect of the period following the CCAA Filing Date and no Holder of an Unsecured Claim or Proven Distribution Claim will be entitled to any interest in respect of such Unsecured Claim or Proven Distribution Claim accruing on or after or in respect of the period following the CCAA Filing Date. All interest accruing on any Unsecured Claim or Proven Distribution Claim after or in respect of the period following the CCAA Filing Date shall be forever extinguished and released under this Plan.

5.4 Distributions in respect of Transferred or Assigned Claims

With respect to distributions to Unsecured Creditors under this Plan, neither the Applicants nor the Monitor, as applicable, shall be obligated to deliver any distributions under this Plan to any transferee or assignee of an Unsecured Claim as the Creditor in respect of or Holder of such Unsecured Claim unless a Proof of Assignment is delivered to the Monitor and the Applicants no later than five (5) Business Days prior to the Interim Distribution Date, the Second Distribution Date, any subsequent interim distribution date(s) or the Final Distribution Date, as applicable.

5.5 Disputed Claims

- (a) The fact that a Proof of Claim or Lease Terms Form is allowed for voting purposes shall not preclude the Monitor from disputing such Proof of Claim or Lease Terms Form for distribution purposes. Distributions in relation to any Disputed Claim in existence at the Plan Implementation Date will be held in escrow by the Monitor pending settlement or final determination of the Disputed Claim in accordance with the Claims Process and Bar Order, this Plan or other order of the Court.

- (b) On the Interim Distribution Date, the Monitor shall establish the Disputed Claims Reserve by withholding on account of Disputed Claims, that amount which would be distributed to Holders of Disputed Claims if such Disputed Claims were to become Proven Distribution Claims, for their entire amount on the Interim Distribution Date. Such Disputed Claims Reserve shall be held in escrow by the Monitor until a final determination or settlement has been made in respect of the Disputed Claims, at which time any surplus funds arising from any Disallowed Claims, after releasing for distribution all amounts in respect of Disputed Claims that have become Proven Distribution Claims, shall be released by the Monitor from the Disputed Claims Reserve and distributed to Unsecured Creditors with Proven Distribution Claims on a Pro Rata basis, provided, however, that any such further distributions to Unsecured Creditors with Proven Distribution Claims need only be made by the Monitor when the aggregate amount available for distribution from the Disputed Claims Reserve, together with the aggregate amount of undeliverable or unclaimed distributions determined in accordance with Section 5.6 of this Plan, is not less than CDN \$1,500.00. If on the Final Distribution Date, and provided that all payments due under the Promissory Notes are current, the aggregate amount available for distribution from the Disputed Claims Reserve, together with the aggregate amount of undeliverable or unclaimed distributions determined in accordance with Section 5.6 of this Plan, is less than CDN \$1,500.00, such funds shall be released by the Monitor to the Applicants, free and clear of any Claims of the Holders in respect thereof, any other Unsecured Creditors and their respective successors and assigns.

5.6 Undeliverable and Unclaimed Distributions

- (a) If any Unsecured Creditor entitled to a cash distribution pursuant to this Plan cannot be located on any distribution date, or if any delivery or distribution to be made pursuant to Section 4.2 or 4.3 of this Plan is returned as undeliverable, such cash shall be set aside by the Monitor and deposited in a segregated, interest-bearing account to be maintained by the Monitor or, if after the Second Distribution Date, by the Applicants.
- (b) If such Unsecured Creditor is located within six (6) months after such distribution date, such cash (less the allocable portion of taxes, if any, paid by the Applicants on account of such Creditor), shall be distributed to such Creditor.
- (c) If such Unsecured Creditor cannot be located or if any delivery or distribution to be made pursuant to Section 4.2 or 4.3 of this Plan is returned as undeliverable, or in the case of any distribution made by cheque, the cheque remains uncashed, for a period of more than six (6) months after the distribution date, or the date of delivery or mailing of the cheque, whichever is later, the Claim of such Creditor with respect to such undelivered or unclaimed distribution shall be discharged and forever barred, notwithstanding any federal or provincial laws to the contrary and any such cash allocable to the undeliverable or unclaimed distribution, shall be distributed to Unsecured Creditors with Proven Distribution Claims on a Pro Rata basis, free and clear of and from any claim to such monies by or on behalf of such

Creditor who shall be deemed to have released such Claim, provided, however, that any such further distributions to Unsecured Creditors with Proven Distribution Claims need only be made when the aggregate amount available for distribution, together with the aggregate amount available for distribution from the Disputed Claims Reserve in accordance with Subsection 5.5(b) of this Plan, is not less than CDN \$1,500.00. Nothing contained in this Plan shall require the Applicants and/or the Monitor to attempt to locate any Holder of any undeliverable or unclaimed distributions.

5.7 Tax Matters

- (a) **Allocation of Distributions.** All distributions made pursuant to this Plan in respect of an Unsecured Claim shall be applied first in consideration for the outstanding principal amount of such Claim and secondly, in consideration for accrued and unpaid interest and penalties, if any, which form part of such Claim. Notwithstanding any other provision of this Plan, including Subsection 5.5(b) of this Plan, each Unsecured Creditor that is to receive a distribution or payment pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed by any Authorized Authority on account of such distribution.
- (b) **Withholding Rights.** All distributions hereunder shall be subject to any withholding and reporting requirements imposed by any Applicable Law or any Taxing Authority and the Monitor, on behalf of the Applicants, shall be entitled to deduct and withhold from any distributions hereunder payable to an Unsecured Creditor or to any Person on behalf of any Unsecured Creditor, such amounts as the Monitor, on behalf of the Applicants, is: (i) required to deduct and withhold with respect to such payment under the ITA or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended or succeeded; or (ii) required to withhold under Section 116 of the ITA or any corresponding provisions of provincial law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the Unsecured Creditor in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate Taxing Authority.

ARTICLE 6 CREDITORS' MEETING

6.1 Creditors' Meeting and Conduct

The Creditors' Meeting to consider and vote on this Plan shall be held and conducted by the Applicants and the Monitor in accordance with the terms of the Creditors' Meeting Order.

6.2 Acceptance of Plan

If the Required Majority of Creditors is obtained at the Creditors' Meeting, this Plan shall be approved and shall be deemed to have been agreed to, accepted and approved by the

Unsecured Creditors and shall be binding upon all Unsecured Creditors in respect of their Unsecured Claims.

ARTICLE 7 CONDITIONS OF PLAN IMPLEMENTATION

7.1 Sanction Order

In the event that this Plan is approved by the Required Majority of Creditors at the Creditors' Meeting, the Applicants shall promptly apply to the Court for the Sanction Order effective on the Plan Implementation Date or such other date as specified therein. The Sanction Order shall, *inter alia*, substantially provide that:

- (a) (i) this Plan has been approved by the Required Majority of Creditors in conformity with the CCAA; (ii) the Applicants have complied with the provisions of the CCAA and the Orders made in the CCAA Proceedings in all respects; (iii) the Court is satisfied that the Applicants have not done nor purported to do anything that is not authorized by the CCAA; and (iv) this Plan and the transactions contemplated by it are fair and reasonable;
- (b) this Plan (including the compromises, arrangements and releases set out herein) is sanctioned and approved pursuant to paragraph 6 of the CCAA and is binding and effective as set out herein on the Applicants, all Creditors and all other Persons as provided for in this Plan or in the Sanction Order;
- (c) subject to the performance by the Applicants of their obligations under this Plan, and except to the extent expressly contemplated by this Plan or the Sanction Order, all obligations or agreements (including Leases) to which the Applicants are a party, other than agreements (including Leases) which were terminated or repudiated by the Applicants prior to the Plan Implementation Date in accordance with the CCAA Initial Order, are and will remain in full force and effect as at the Plan Implementation Date, unamended except as they may have been amended by agreement of the parties subsequent to the CCAA Filing Date, and no Person who is a party to any such obligations or agreements shall, following the Plan Implementation Date, accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, option, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:
 - (i) any defaults or events of default arising as a result of the insolvency of the Applicants prior to the Plan Implementation Date;
 - (ii) the fact that the Applicants have sought or obtained relief under the CCAA or that this Plan has been implemented by the Applicants;
 - (iii) the effect on the Applicants of the completion of any of the transactions contemplated by this Plan;

- (iv) any compromises or arrangements effected pursuant to this Plan; or
- (v) any other event(s) which occurred on or prior to the Plan Implementation Date which would have entitled any Person thereto to enforce those rights and remedies, subject to any express provisions to the contrary in any agreements entered into with the Applicants after the CCAA Filing Date in respect of any Leases. For greater certainty, nothing in this Subsection 7.1(c)(v) shall waive any obligations of the Applicants in respect of any Unaffected Obligation;
- (d) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgement, or other remedy or recovery with respect to any Claim that is satisfied, compromised, released, discharged or terminated pursuant to this Plan shall be permanently enjoined;
- (e) the releases referred to in Section 9.5 of this Plan are confirmed and all steps or proceedings, including, without limitation, administrative orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any or all past, present and future directors and officers of the Applicants in respect of any Claim are permanently enjoined;
- (f) all Charges established by the CCAA Initial Order (other than the Administrative Charge and the DIP Charge) or any other Order of the Court, shall be terminated, released and discharged effective on the Plan Implementation Date;
- (g) the Stay Period has been extended until the Plan has been approved and sanctioned, and the activities of the Monitor have been approved;
- (h) the activities of the Monitor in conducting and administering the Creditors' Meeting are approved; and
- (i) the Monitor is discharged upon the filing of a certificate of the Monitor confirming, *inter alia*, resolution of all Disputed Claims and the making of the final distributions under the Plan which are to be made by the Monitor.

7.2 Conditions of Plan Implementation

This Plan is subject to the following conditions for the benefit of the Applicants:

- (a) all approvals, orders, determinations or consents required pursuant to Applicable Law shall have been obtained on terms and conditions satisfactory to the Applicants, acting reasonably, and shall remain in full force and effect on the Plan Implementation Date;
- (b) all necessary corporate action and proceedings of the Applicants shall have been taken to approve this Plan and to enable the Applicants to execute, deliver and

perform their obligations under the agreements, documents and other instructions to be executed and delivered by it pursuant to this Plan;

- (c) all agreements, resolutions, documents and other instruments, which are necessary to be executed and delivered by the Applicants in order to implement this Plan and perform their obligations under this Plan shall have been executed and delivered;
- (d) this Plan shall have been approved by the Required Majority of Creditors;
- (e) the Sanction Order, in form and substance satisfactory to the Applicants, acting reasonably, and which shall contain the matters set out in Section 7.1 of this Plan, shall have been granted by the Court on or before July 11, 2013 or such other date as may be consented to by the Monitor or approved by the Court, and such Sanction Order as at the Plan Implementation Date shall be in full force and effect, not stayed or amended (unless with the consent of the Applicants, acting reasonably);
- (f) the Sanction Order and the Claims Process and Bar Order shall have been recognized by a court of competent jurisdiction in the United States of America;
- (g) all applicable appeal periods in respect of the Sanction Order shall have expired and in the event of an appeal or application for leave to appeal, final determination shall have been made by the applicable appellate court;
- (h) the Plan Implementation Date shall have occurred on or before August 2, 2013 or such later date as may be consented to by the Monitor or approved by the Court;
- (i) the CCAA Initial Order shall be in full force and effect, not stayed or amended after the date hereof (except with the consent of the Applicants, acting reasonably); and
- (j) funding arrangements shall have made to pay the amounts owing to the DIP Lender pursuant to the debtor-in-possession financing facility.

Each of the conditions set out in this Section 7.2 (except Subsections (d) and (e) above) may be waived by the Applicants, in whole or in part, in their sole discretion by written notice to the Monitor. If a condition set out above has not been satisfied as at the date specified for its fulfillment or waived in accordance with this Section 7.2, this Plan shall automatically terminate, in which case the Applicants shall not be under any further obligation to implement this Plan.

7.3 Monitor's Certificate

Upon written notice from the Applicants to the Monitor that the conditions set out in Section 7.2 of this Plan have been satisfied or waived, the Monitor shall, as soon as possible following receipt of such written notice, file with the Court a certificate which states that all conditions precedent set out in Section 7.2 of this Plan have been satisfied or waived, in

substantially the form as the certificate attached as **Schedule “A”** to this Plan (the “**Monitor’s Certificate**”).

ARTICLE 8 AMENDMENTS TO THE PLAN

8.1 Amendments to Plan Prior to Approval

The Applicants reserve the right to file any variation or modification of, or amendment or supplement to, this Plan by way of a supplementary or amended and restated plan or plans of compromise or arrangement or both filed with the Court at any time or from time to time prior to the conclusion of the Creditors’ Meeting, in which case any such supplementary or amended and restated plan or plans of compromise or arrangement or both shall, for all purposes, be and are deemed to be a part of and incorporated into this Plan. The Applicants shall give notice in writing by publication or otherwise to all Eligible Voting Creditors of the details of any variations, modifications, amendments or supplements prior to the vote being taken at the Creditors’ Meeting to approve this Plan, as varied, modified, amended or supplemented. For greater certainty, the Applicants may propose a modification of or amendment or supplement to this Plan at the Creditors’ Meeting.

8.2 Amendments to Plan Following Approval

After such Creditors’ Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Applicants may at any time and from time to time vary, amend, modify or supplement this Plan without the need for obtaining an Order of the Court or providing notice to the Unsecured Creditors, if the Applicants and the Monitor, acting reasonably and in good faith, determine that such variation, amendment, modification or supplement is of a technical or administrative nature that would not be materially prejudicial to the interests of any of the Unsecured Creditors under this Plan and is necessary in order to give effect to the substance of this Plan or the Sanction Order.

ARTICLE 9 PLAN IMPLEMENTATION AND EFFECT OF THE PLAN

9.1 Implementation

On the Plan Implementation Date, subject to the satisfaction or waiver of the conditions contained in Section 7.2 of this Plan, this Plan shall be implemented by the Applicants and shall be binding upon all Unsecured Creditors in accordance with the terms of this Plan and the Sanction Order.

9.2 Effect of the Plan Generally

The payment, compromise or satisfaction of any Unsecured Claims under this Plan, if sanctioned and approved by the Court, shall be binding upon each Unsecured Creditor, his, her or its heirs, executors, administrators, legal personal representatives, successors and assigns, as the case may be, for all purposes and this Plan will constitute: (a) full, final and absolute settlement of all rights of the Unsecured Creditors against the Applicants in respect of the

Unsecured Claims; and (b) an absolute release and discharge of all indebtedness, liabilities and obligations of or in respect of the Unsecured Claims against the Applicants, including any interest or costs accruing thereon (whether before or after the CCAA Filing Date).

9.3 Compromise Effective for All Purposes

No Person who has a Unsecured Claim as a guarantor, surety, indemnitor or similar covenant in respect of any Unsecured Claim which is compromised under this Plan or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of an Unsecured Claim which is compromised under this Plan shall be entitled to any greater rights than the Unsecured Creditor whose Unsecured Claim was compromised under this Plan. Accordingly, the payment, compromise or other satisfaction of any Unsecured Claim under this Plan, if sanctioned and approved by the Court shall, be binding upon such Unsecured Creditor, its heirs, executors, administrators, successors and assigns for all purposes and, to such extent, shall also be effective to relieve any third party directly or indirectly liable for such indebtedness, whether as guarantor, surety, indemnitor, director, joint covenantor, principal or otherwise.

9.4 Consents and Leases

As of the Plan Implementation Date, each executory contract and Lease to which the Applicants, or either of them, are a party as at the CCAA Filing Date, as it may have been modified, amended or varied after the CCAA Filing Date with the consent of the Landlord, remains in full force and effect as at the Plan Implementation Date (other than in respect of Unsecured Claims arising from such contract or Lease which are affected by this Plan) unless such contract or Lease: (a) is the subject of a Notice of Repudiation or Termination; or (b) has expired or terminated pursuant to its own terms.

9.5 Plan Releases

Effective on the Plan Implementation Date:

- (a) the Applicants shall be forever released from all Unsecured Claims; and
- (b) each Unsecured Creditor in consideration of the distributions made under this Plan and in consideration of those continuing Leases, as applicable, after the Interim Distribution Date, will be deemed to have forever released and discharged: (i) the Applicants; (ii) the Monitor and its directors, officers, employees, agents, affiliates, professional advisors (including legal counsel) and associates; (iii) subject to subparagraph 5.1(2) of the CCAA in respect of directors, each and every past and present director, officer, employee, agent, affiliate, professional advisor (including legal counsel) and associate of the Applicants; and (iv) any person who may claim contribution or indemnification against or from the Applicants, or either of them, from any and all demands, Claims, including Claims of any past and present officers, directors or employees for contribution and indemnity, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled

to assert, including, without limitation, any and all Tax Claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date relating to, arising out of or in connection with the Applicants, the Assets, business or affairs of the Applicants, whenever and however conducted, this Plan or the CCAA Proceedings, other than Unaffected Obligations and the right to enforce the Applicants' obligations under this Plan.

9.6 Waiver of Defaults

From and after the Plan Implementation Date, and subject to any express provisions to the contrary in any amending agreement (including in respect of any Leases) entered into with the Applicants, or any of them, after the CCAA Filing Date, all Persons (except Wells Fargo Capital Finance Corporation Canada and Wells Fargo Capital Finance, LLC) shall be deemed to have waived any and all defaults of the Applicants, or either of them, then existing or previously committed by the Applicants, or either of them, or caused by the Applicants, or either of them, or any of the provisions hereof or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in every contract, agreement, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, Lease, personal property lease or other agreement, written or oral, any amendments or supplements thereto, existing between such Person and the Applicants, or any of them. Any and all notices of default, acceleration of payments and demands for payments under any instrument, or other notices, including without limitation, any notices of intention to proceed to enforce security, arising from any of such aforesaid defaults shall be deemed to have been rescinded and withdrawn. For greater certainty, nothing in this Section 9.6 shall waive any obligations of the Applicants in respect of any Unaffected Obligation.

9.7 Consents and Releases

From and after the Plan Implementation Date, all Unsecured Creditors shall be deemed to have consented and to have agreed to all of the provisions of this Plan as an entirety. In particular, each Unsecured Creditor shall be deemed to have executed and delivered to the Applicants all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety.

9.8 Deeming Provisions

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

ARTICLE 10 GENERAL PROVISIONS

10.1 Different Capacities

Unsecured Creditors whose Unsecured Claims are affected by this Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, each such

Unsecured Creditor shall be entitled to participate hereunder in each such capacity. Any action taken by an Unsecured Creditor in any one capacity shall not affect the Unsecured Creditor in any other capacity, unless expressly agreed by the Unsecured Creditor in writing or unless the Unsecured Claims overlap or are otherwise duplicative.

10.2 Further Assurances

Notwithstanding that the transactions and events set out in this Plan may be deemed to occur without any additional act or formality other than as may be expressly set out herein, each of the Persons affected hereby shall make, do, and execute or cause to be made, done or executed all such further acts, deeds, agreements, assignments, transfers, conveyances, discharges, assurances, instruments, documents, elections, consents or filings as may be reasonably required by the Applicants in order to implement this Plan.

10.3 Paramountcy

Without limiting any other provision hereof, from and after the Plan Implementation Date, in the event of any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed, or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, Lease, personal property lease or other agreement, written or oral and any and all amendments or supplements thereto existing between the Applicants, or either of them, and any other Person affected by this Plan, the terms, conditions and provisions of this Plan shall govern and shall take precedence and priority; provided, however, that this paragraph shall not affect any agreements between the Applicants and the DIP Lender.

10.4 Revocation, Withdrawal, or Non-Consummation

The Applicants reserve the right to revoke or withdraw this Plan at any time prior to the Plan Implementation Date and to file subsequent plans of compromises or arrangement. If the Applicants revoke or withdraw this Plan, or if the Sanction Order is not issued: (a) this Plan shall be null and void in all respects; (b) any Unsecured Claim, any settlement or compromise embodied in this Plan (including the fixing or limiting of any Unsecured Claim to an amount certain), assumption or termination, repudiation of contracts or Leases effected by this Plan, any document or agreement executed pursuant to this Plan shall be deemed null and void; and (c) nothing contained in this Plan, and no action taken in preparation for consummation of this Plan, shall: (i) constitute or be deemed to constitute a waiver or release of any Unsecured Claims by or against the Applicants or any Person; (ii) prejudice in any manner the rights of the Applicants or any Person in any further proceedings involving the Applicants; or (iii) constitute an admission of any sort by any of the Applicants or any Person.

10.5 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings with respect to the Applicants and will not be responsible or liable for any obligations of the Applicants. The Monitor will have the powers granted to it by this Plan, by the CCAA and by any Order, including the CCAA Initial Order.

10.6 Notices

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

- (a) if to the Applicants:

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

Attention: Harris Hester
Telephone: (905) 362-4000
Fax: (905) 362 4001
E-mail: 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
Fax: (416) 863-1500
Telephone: (416) 863-1515
E-mail: renglish@airdberlis.com

- (b) if to a Creditor:

to the last known address (including fax number or email address) for such Creditor specified in the Proof of Claim or Lease Terms Form, as the case may be, filed by such Creditor or, in the absence of such Proof of Claim or Lease Terms Form, to the last known address for such Creditor set out in the books and records of the Applicants or such other address as the Creditor may from time to time notify the Monitor in accordance with this Section.

(c) if to the Monitor:

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
E-mail: bdavidson@bdo.ca / swelker@bdo.ca

with a copy to:

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

Attention: Bruce Darlington
Tel: (416) 365-3529
Fax: (416) 369-5210
E-mail: bdarlington@davis.ca

or to such other address as any party may from time to time notify the others in accordance with this Section. All such notices and communications which are delivered will be deemed to have been received on the date of delivery. All such notices and communications which are faxed or emailed will be deemed to be received on the date faxed or emailed if sent before 5:00 p.m. (Toronto time) on a Business Day and otherwise will be deemed to be received on the Business Day next following the day upon which such fax or email was sent. Any notice or other communication sent by mail will be deemed to have been received on the third (3rd) Business Day after the date of mailing.

Dated at Toronto, Ontario this 17th day of May, 2013.

SCHEDULE "A" – FORM OF MONITOR'S CERTIFICATE

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

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 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

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to the order of this Honourable Court dated February 22, 2013 (the "**CCAA Initial Order**"), The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc. (the "**Applicants**") filed for and obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- B. Pursuant to the CCAA Initial Order, BDO Canada Limited was appointed the Monitor of the Applicants (the "**Monitor**") with the powers, duties and obligations set out in the CCAA Initial Order;
- C. The Applicants have filed a Consolidated Plan of Compromise and Arrangement under the CCAA dated May 17, 2013, as it may be restated, supplemented or amended from time to time (the "**Plan**"), which Plan has been approved by the Required Majority of Creditors and the Court;
- D. The Applicants have advised the Monitor that, to the best of their knowledge, the conditions precedent set out in Section 7.2 of the Plan have been satisfied or waived in accordance with the Plan; and
- E. Unless otherwise indicated herein, initially capitalized terms used herein have the meaning set out in the Plan.

THE MONITOR HEREBY CERTIFIES that the conditions precedent set out in Section 7.2 of the Plan have been satisfied or waived in accordance with the Plan on the ____ day of _____, 2013 and that accordingly, the Plan Implementation Date is the ____ day of _____, 2013.

DATED at Toronto, Ontario, 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 personal or corporate capacity

By: _____

Name: Blair Davidson

Title: President

SCHEDULE "B" – CALCULATION OF EBDAT

For all purposes in this Plan and the Promissory Notes, the calculation of EBDAT shall be the consolidated EBDAT of the Applicants for each applicable fiscal year, plus:

- (i) twice the amount of any management compensation paid by salary bonus or otherwise to Harris Hester or Oliver Morante in excess of 100% of the amount of such compensation paid to those individuals in the year prior to the implementation of the Plan plus an increment not to exceed 10% per fiscal year; and plus
- (ii) noncash non-recurring losses in such fiscal period; and plus
- (iii) any amounts paid in such fiscal year on account of Claims of Harris Hester and Oliver Morante; and less
- (iv) noncash gains in such fiscal period; and less
- (v) capital expenditures in such fiscal period to a maximum threshold of \$100,000.

The foregoing calculation of EBDAT must be:

1. completed and reported to beneficiaries of Promissory Notes within 60 calendar days after the applicable fiscal year-end of the Applicants; and
2. certified by the Applicants' independent financial auditors applying generally accepted accounting principles in Canada (as the same may change from time to time in Canada).

SCHEDULE "C" – FORM OF PROMISSORY NOTE

CDN\$ <*>

Due: <*>

FOR VALUE RECEIVED, the undersigned corporations (collectively, the "**Debtors**") hereby acknowledge themselves indebted on a joint and several basis and promise to pay to or to the order of <*> (the "**Holder**") the principal sum of \$<*> in lawful money of Canada without interest as hereinafter set forth. The aforesaid principal amount shall be indefeasibly satisfied by paying to the Holder up to:

- A. 12 equal payments of \$50,000, each such payment made on the first day of each quarter-year beginning April 1, 2014; and
- B. 5 annual payments equal to 50% of the EBDAT of the Debtors calculated pursuant to the Plan of Compromise and Arrangement of the Debtors dated May 17, 2013 (the "**Plan**"), each such payment made 15 days after the completion of the calculation of EBDAT in accordance with Schedule "B" of the Plan for the relevant fiscal year beginning with the fiscal year ending December 31, 2014.

Upon the payment of all amounts owing hereunder, the Holder shall surrender this promissory note to the Debtors upon the request of any of them.

If the Debtors default in the payment, when due, of any amount under this promissory note, all principal outstanding under this promissory note shall become immediately due and payable to the Holder without notice to or demand upon the Debtors.

After any default in the payment, when due, of any amount under this promissory note, all principal outstanding under this promissory note shall bear interest from the date of such default, calculated and payable monthly in arrears on the last day of each month, at a rate per annum equal to the greater of: (i) 5%; and (ii) the rate, as at the date of such payment default under this promissory note, applicable to the Debtors under the terms of the Fifth Amended and Restated Loan Agreement between the Debtors and Wells Fargo Capital Finance Corporation Canada and Wells Fargo Capital Finance, LLC dated October 20, 2012 (as the same may be amended, restated, supplemented or replaced from time to time). Interest as aforesaid shall accrue and be payable both before and after judgment, with interest on overdue interest at the aforesaid rate.

The Debtors may prepay the said principal sum in whole at any time without notice or bonus and discounted pursuant to the following formula:

$$\text{Prepayment Amount} = P / (1.05^N)$$

where: P = the principal amount outstanding at the date of the prepayment

N = the number of quarter-years remaining to maturity of this promissory note

The obligations of the Debtors hereunder shall be absolute and unconditional and shall not be subject to any counter-claim, set-off or other claim whatsoever of the Debtors against the Holder. This promissory note shall enure to the benefit of the Holder and her/his/its heirs, executors, successors, administrators, personal legal representatives and assigns and shall be binding upon the Debtors and their successors and assigns.

This promissory note shall be governed by the laws in force in the Province of Ontario and shall not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the Holder or its successors or assigns.

DATED at Toronto, this <*> day of <*>, 201<*>.

**THE JOHN FORSYTH SHIRT
COMPANY LTD.**

FORSYTH HOLDINGS, INC.

By: _____
Name:
Authorized signing officer.

By: _____
Name:
Authorized signing officer.

FORSYTH OF CANADA, INC.

By: _____
Name:
Authorized signing officer.

The John Forsyth Shirt Company Ltd.

Creditors List

Company Name	PO Box/Unit	Street	City	Postal Code	Province	Country	Currency	Amount
Advance Bar Code Solutions Inc.		2232 Creekview Drive	Burlington	L7M 4N5	Ontario	Canada	\$CDN	\$ 643
Advanced Motion and Controls Ltd.		26 Saunders Road	Barrie	L4N 9A8	Ontario	Canada	\$CDN	\$ 309
Ahearn and Soper Inc.		100 Woodbine Downs Blvd.	Rexdale	M9W 5S6	Ontario	Canada	\$CDN	\$ 4,153
Ainsworth Inc.		131 Bermondsey Road.	Toronto	M4A 1X4	Ontario	Canada	\$CDN	\$ 3,941
Alliance Technology Services Inc.		50 Hopeton Street	Cambridge	NTR 3T3	Ontario	Canada	\$CDN	\$ 215
Allstream Inc.	P.O. 3500	Station Main	Winnipeg	R3C 0B7	Manitoba	Canada	\$CDN	\$ 6,010
Allstream Inc.	P.O. 5300	Station Main	Winnipeg	R3C 0C1	Manitoba	Canada	\$CDN	\$ 1,064
American and Efrid Canada Inc.		8301 Ray Lawson Blvd. Est Ville	D'Anjou	H1J 1X9	Ontario	Canada	\$CDN	\$ 19,822
Asca Office Solutions	2nd Floor	100 Milvan Drive	Toronto	M9L 1Z6	Ontario	Canada	\$CDN	\$ 819
ASI Canada	P.O. Box 1998	Station	Toronto	M5W 1W9	Ontario	Canada	\$CDN	\$ 248
Avery Dennison		12310 Collection Centre Drive	Chicago	60693	Illinois	USA	\$US	\$ 175
Basem Plumbing And Waterconditioning Ltd.		124 Mcnichol Drive	Cambridge	N1P 1E1	Ontario	Canada	\$CDN	\$ 358
Bates Fire Protection Services		1625 Steeles Ave Unit 5	Brampton	L6T 4T7	Ontario	Canada	\$CDN	\$ 553
Beatties Basics	P.O. 3056	399 Vansickle	St. Catharines	L2R 7R3	Ontario	Canada	\$CDN	\$ 1,905
BFI Canada Kitchener		147 Ardelt Avenue	Kitchener	N2C 2E1	Ontario	Canada	\$CDN	\$ 3,021
Bock Ppl Inc		18 Cherry Blossom Road	Cambridge	N3H 4R7	Ontario	Canada	\$CDN	\$ 5,804
Brixiatrade S.P.A.	Via Del Canneto 56	25010 Borgosatollo (BS)				Italy	\$CDN	\$ 3,542
Butterfly Office Solution Ltd		35 Kelfield St.	Toronto	M9W 5A3	Ontario	Canada	\$CDN	\$ 328
Cafo Inc.		2001 Universite	Montreal	H3A 2A6	Quebec	Canada	\$CDN	\$ 5,776
Canada Drayage Inc.		9701 Highway #50	Woodbridge	L4H 2G4	Ontario	Canada	\$CDN	\$ 1,115
Canclini Tessile Spa		2270 Guanzate	Via XXV April, 71		Como	Italy	\$US	\$ 4,221
Canpaco Inc.	Unit # 2	256 Aviva Park Drive	Woodbridge	L4L 9C7	Ontario	Canada	\$CDN	\$ 3,951
Cansew Inc.		28 Apex Road	Toronto	M6A 2V2	Ontario	Canada	\$CDN	\$ 570
Cascades Recovery Inc		66 Shorncliffe Road	Toronto	M8Z 5K1	Ontario	Canada	\$CDN	\$ 822
Chubb Edwards	Unit 1	2740 Matheson Blvd E	Mississauga	L4W 4X3	Ontario	Canada	\$CDN	\$ 335
City Buttons		375 Middlefield Road # 21	Scarborough	M1S 5A9	Ontario	Canada	\$CDN	\$ 4,809
Cotonificio Albini Spa		Via Dr. Silvio Albini,	1-24021 Albino (BG)			Italy	\$US	\$ 7,090
Culla's Water		1254 Valentine Drive	Cambridge	N3H 2N8	Ontario	Canada	\$CDN	\$ 30
Culligan Water Treatment		265 Industrial Road	Cambridge	N3H 4R9	Ontario	Canada	\$CDN	\$ 454
Custom Press Ltd.		101 Trillium Dr.	Kitchener	N2E 1W8	Ontario	Canada	\$CDN	\$ 1,746
Datamark Systems Inc.		2800 Faancis Hughes	Laval	H7L 3Y7	Quebec	Canada	\$CDN	\$ 631
David Kirsch Forwarders Ltd.	Suite #112	5955 Airport Road	Mississauga	L4V 1R9	Ontario	Canada	\$CDN	\$ 2,063
DGH Group Inc.		1240 Warner Way	Mississauga	L4W 3H7	Ontario	Canada	\$CDN	\$ 405
Eagle Press Printers		463 Enfield Road	Burlington	L7T 2X5	Ontario	Canada	\$CDN	\$ 2,886
Elite Galaxy Maintenance Inc.	P.O. Box 10213	Station "R"	Don Mills	M3C 0J9	Ontario	Canada	\$CDN	\$ 6,312
Employee Claimant #1						Canada	\$CDN	\$ 18,267
Employee Claimant #2						Canada	\$CDN	\$ 15,266
Employee Claimant #3						Canada	\$CDN	\$ 44,924
Employee Claimant #4						Canada	\$CDN	\$ 56,830
Employee Claimant #5						Canada	\$CDN	\$ 17,674
Employee Claimant #6						Canada	\$CDN	\$ 37,155
Employee Claimant #7						Canada	\$CDN	\$ 174,495
Employee Claimant #8						Canada	\$CDN	\$ 36,261
Employee Claimant #9						Canada	\$CDN	\$ 21,491
Employee Claimant #10						Canada	\$CDN	\$ 2,308
Employee Claimant #11						Canada	\$CDN	\$ 1,731
Employee Claimant #12						Canada	\$CDN	\$ 39,709
Employee Claimant #13						Canada	\$CDN	\$ 568
Employee Claimant #14						Canada	\$CDN	\$ 4,527
Employee Claimant #15						Canada	\$CDN	\$ 9,050
Employee Claimant #16						Canada	\$CDN	\$ 569
Employee Claimant #17						Canada	\$CDN	\$ 583
Employee Claimant #18						Canada	\$CDN	\$ 11,029
Employee Claimant #19						Canada	\$CDN	\$ 8,124
Employee Claimant #20						Canada	\$CDN	\$ 8,007
Employee Claimant #21						Canada	\$CDN	\$ 10,308
Employee Claimant #22						Canada	\$CDN	\$ 901
Employee Claimant #23						Canada	\$CDN	\$ 11,967
Employee Claimant #24						Canada	\$CDN	\$ 14,793
Employee Claimant #25						Canada	\$CDN	\$ 8,476
Employee Claimant #26						Canada	\$CDN	\$ 11,111
Employee Claimant #27						Canada	\$CDN	\$ 7,425
Employee Claimant #28						Canada	\$CDN	\$ 9,873

The John Forsyth Shirt Company Ltd.

Creditors List

Company Name	PO Box/Unit	Street	City	Postal Code	Province	Country	Currency	Amount
Employee Claimant #29						Canada	SCDN	\$ 8,359
Employee Claimant #30						Canada	SCDN	\$ 3,946
Employee Claimant #31						Canada	SCDN	\$ 10,281
Employee Claimant #32						Canada	SCDN	\$ 5,747
Employee Claimant #33						Canada	SCDN	\$ 10,828
Employee Claimant #34						Canada	SCDN	\$ 8,410
Employee Claimant #35						Canada	SCDN	\$ 6,600
Employee Claimant #36						Canada	SCDN	\$ 219
Employee Claimant #37						Canada	SCDN	\$ 4,808
Employee Claimant #38						Canada	SCDN	\$ 9,742
Employee Claimant #39						Canada	SCDN	\$ 5,116
Employee Claimant #40						Canada	SCDN	\$ 9,639
Employee Claimant #41						Canada	SCDN	\$ 5,984
Employee Claimant #42						Canada	SCDN	\$ 3,762
Employee Claimant #43						Canada	SCDN	\$ 440
Employee Claimant #44						Canada	SCDN	\$ 9,670
Employee Claimant #45						Canada	SCDN	\$ 9,068
Employee Claimant #46						Canada	SCDN	\$ 649
Employee Claimant #47						Canada	SCDN	\$ 8,337
Employee Claimant #48						Canada	SCDN	\$ 14,650
Employee Claimant #49						Canada	SCDN	\$ 7,362
Employee Claimant #50						Canada	SCDN	\$ 5,811
Employee Claimant #51						Canada	SCDN	\$ 16,227
Employee Claimant #52						Canada	SCDN	\$ 709
Employee Claimant #53						Canada	SCDN	\$ 10,779
Employee Claimant #54						Canada	SCDN	\$ 983
Employee Claimant #55						Canada	SCDN	\$ 598
Employee Claimant #56						Canada	SCDN	\$ 8,083
Employee Claimant #57						Canada	SCDN	\$ 7,451
Employee Claimant #58						Canada	SCDN	\$ 10,352
Employee Claimant #59						Canada	SCDN	\$ 11,327
Employee Claimant #60						Canada	SCDN	\$ 6,764
Employee Claimant #61						Canada	SCDN	\$ 9,781
Employee Claimant #62						Canada	SCDN	\$ 6,557
Employee Claimant #63						Canada	SCDN	\$ 13,253
Employee Claimant #64						Canada	SCDN	\$ 6,362
Employee Claimant #65						Canada	SCDN	\$ 11,395
Employee Claimant #66						Canada	SCDN	\$ 10,084
Employee Claimant #67						Canada	SCDN	\$ 7,426
Employee Claimant #68						Canada	SCDN	\$ 9,680
Employee Claimant #69						Canada	SCDN	\$ 8,593
Employee Claimant #70						Canada	SCDN	\$ 13,125
Employee Claimant #71						Canada	SCDN	\$ 10,344
Employee Claimant #72						Canada	SCDN	\$ 8,758
Employee Claimant #73						Canada	SCDN	\$ 8,451
Employee Claimant #74						Canada	SCDN	\$ 9,132
Employee Claimant #75						Canada	SCDN	\$ 6,940
Employee Claimant #76						Canada	SCDN	\$ 12,664
Employee Claimant #77						Canada	SCDN	\$ 15,692
Employee Claimant #78						Canada	SCDN	\$ 9,744
Employee Claimant #79						Canada	SCDN	\$ 10,625
Employee Claimant #80						Canada	SCDN	\$ 7,232
Employee Claimant #81						Canada	SCDN	\$ 11,041
Employee Claimant #82						Canada	SCDN	\$ 11,283
Employee Claimant #83						Canada	SCDN	\$ 604
Employee Claimant #84						Canada	SCDN	\$ 15,056
Employee Claimant #85						Canada	SCDN	\$ 11,340
Employee Claimant #86						Canada	SCDN	\$ 8,876
Employee Claimant #87						Canada	SCDN	\$ 9,727
Employee Claimant #88						Canada	SCDN	\$ 17,705
Employee Claimant #89						Canada	SCDN	\$ 10,770
Employee Claimant #90						Canada	SCDN	\$ 784
Employee Claimant #91						Canada	SCDN	\$ 7,590

The John Forsyth Shirt Company Ltd.

Creditors List

Company Name	PO Box/Unit	Street	City	Postal Code	Province	Country	Currency	Amount
Employee Claimant #92						Canada	SCDN	\$ 10,689
Employee Claimant #93						Canada	SCDN	\$ 2,887
Employee Claimant #94						Canada	SCDN	\$ 9,658
Employee Claimant #95						Canada	SCDN	\$ 15,674
Employee Claimant #96						Canada	SCDN	\$ 12,704
Employee Claimant #97						Canada	SCDN	\$ 68,468
Employee Claimant #98						Canada	SCDN	\$ 40,594
Employee Claimant #99						Canada	SCDN	\$ 80,258
Employee Claimant #100						Canada	SCDN	\$ 1,692
Employee Claimant #101						Canada	SCDN	\$ 36,183
Employee Claimant #102						Canada	SCDN	\$ 76,592
Employee Claimant #103						Canada	SCDN	\$ 37,665
Employee Claimant #104						Canada	SCDN	\$ 80,695
Employee Claimant #105						Canada	SCDN	\$ 68,406
Employee Claimant #106						Canada	SCDN	\$ 53,000
Enersource Hydro Mississauga		3240 Mavis Road	Mississauga	L5C 3K1	Ontario	Canada	SCDN	\$ 4,973
Equipax	P. O. Box 3869	Commerce Court Postal Station	Toronto	M5L 1K1	Ontario	Canada	SCDN	\$ 927
Estee Data Products Inc.	Ste #102	65 International Blvd	Etobicoke	M9W 6L9	Ontario	Canada	SCDN	\$ 142
Federal Express Canada Ltd.	Po Box 4626	Toronto Stn A	Toronto	M5W 5B4	Ontario	Canada	SCDN	\$ 19,339
Fedex Freight	C/O T23222 Po Box 4232	Postal Station A	Toronto	M5W 5P4	Ontario	Canada	SCDN	\$ 368
Freemont Landscaping Inc.		2366 Anson Drive	Mississauga	L5S 1G2	Ontario	Canada	SCDN	\$ 5,476
Gertex Distributing Inc.	Unit #1	400 Flint Road	Toronto	M3J 2J4	Ontario	Canada	SCDN	\$ 2,091
Graham Muir Sales Inc.		1344 Fewster Drive	Mississauga	L4W 1A4	Ontario	Canada	SCDN	\$ 721
Gtex Limited		10 Abbas Garden	Cantonment		Dhaka-1206	Bangladesh	US\$	\$ 11,637
GXS Canada, Inc.	P. O. Box 8912	Postal Station A Toronto	Toronto	M5W 2C5	Ontario	Canada	US\$	\$ 2,689
GXS, Inc.	P. O. Box 640371		Pittsburgh	15264-0371	Pennsylvania	USA	US\$	\$ 800
Harry Bachrach Inc.	P. O. Box	100895	Atlanta	30384-4174	Georgia	USA	US\$	\$ 124
Hartwick O'Shea & Cartwright Ltd.		3245 American Drive	Mississauga	L4V 1B8	Ontario	Canada	SCDN	\$ 36,528
Hellmann Worldwide Logistics		1375 Cardiff Blvd.	Mississauga	L5S 1R1	Ontario	Canada	SCDN	\$ 38,386
Hing Loong Trading Co	Rm 1046,10/F Nan Fung Centr	264-298 Castle Peak Rd	Tsuen Wan		N.T.	Hong Kong	US\$	\$ 229
Hybris Canada Inc.		999 De Maisonneuve W. 3rd Floor	Montreal	H3A 3L4	Quebec	Canada	SCDN	\$ 3,729
IBM Canada Ltd.	P. O. Box 51000	Postal Station F,	Toronto	M4Y 2T5	Ontario	Canada	SCDN	\$ 1,673
Industrial Alliance		522 University Ave Suite 400	Toronto	M5G 1Y7	Ontario	Canada	SCDN	\$ 9,449
Insite Computer Group Inc.		8920 Woodbine Ave. Suite #104	Markham	L3R 9W9	Ontario	Canada	SCDN	\$ 220
Inter United Freightways Ltd.		65 Sun Pac Blvd.	Brampton	L6S 5P6	Ontario	Canada	SCDN	\$ 1,109
International Sewing Machine Group	Unit 5	160 Cidermill Ave.	Concord	L4K 4K5	Ontario	Canada	SCDN	\$ 5,136
IPE Logistics (Canada) Inc.		6463 Northam Drive	Mississauga	L4V 1J2	Ontario	Canada	SCDN	\$ 23,168
Iron Mountain	P. O. Box 3527	Station A	Toronto	M5W 1G8	Ontario	Canada	SCDN	\$ 2,113
Jenco Specialties Inc.	Unit 8	77 Pillsworth Road	Bolton	L7E 4G4	Ontario	Canada	SCDN	\$ 368
JFC Licensing Inc.	Suite 2211 Mailbox 107	160 Tycos Drive	Toronto	M6B 1W8	Ontario	Canada	SCDN	\$ 48,308
JRJ Industrial Sewing And Cutting Systems		104 Olivetree Road	Brantford	N3R 7Z8	Ontario	Canada	SCDN	\$ 11,944
Kari Coffee Service Inc.	Unit 8	244 Brockport Drive	Etobicoke	M9W 6X9	Ontario	Canada	SCDN	\$ 1,225
Keng Seng Enterprises Inc.	Suite 103	4000 Rue St Ambroise	Montreal	H4C 2C7	Quebec	Canada	SCDN	\$ 409
Knitcraft Apparels Int'L		A-81, Naraina Industrial Area Phase 1	New Delhi	110 028	Delhi	India	US\$	\$ 761
Labels & Trims Ltd		33/B, Malibagh Chowdhury Para (1st Floor)			Dhaka - 1219	Bangladesh	US\$	\$ 35,131
Laven Industries Ltd.	Unit 10	570 Hood Road	Markham	L3R 4G7	Ontario	Canada	SCDN	\$ 10,369
Leggiano Spa		IT - 21038 Leggiano (VA)		Via D. Alighiere, 1		Italy	US\$	\$ 426
Liberty Staffing Services Inc.		2A - 688 Hespeler Road	Cambridge	N1R 8N7	Ontario	Canada	SCDN	\$ 2,236
Lift Truck Doctor Ltd.		15698 Mountainview Road C	Caledon East	L7C 2V2	Ontario	Canada	SCDN	\$ 240
Lyreco (Canada) Inc.	Suite 200	7303 Warden Avenue Suite 200	Markham	L3R 5Y6	Ontario	Canada	SCDN	\$ 250
Mcalister & Company		4617 Rollingwood Drive	Durham	27713	North Carolina	USA	US\$	\$ 2,120
Mcmillan Llp Brookfield Place	Suite 4400	181 Bay Street	Toronto	M5M 2T3	Ontario	Canada	SCDN	\$ 682
Mcmullin Publishers Ltd.		1056B Chemin Du Golf	Verdun	H3E 1H4	Quebec	Canada	SCDN	\$ 213
Michel Simard Limited		170 Sheldon Drive	Cambridge	N1B 7K1	Ontario	Canada	SCDN	\$ 226
Miller Thomson LLP	Suite 5800	40 King Street West	Toronto	M5H 3S1	Ontario	Canada	SCDN	\$ 1,582
Monarch Oil Limited	P. O. Box 653	808 Victoria St. North	Kitcheener	N2G 4B6	Ontario	Canada	SCDN	\$ 203
Natalex Services C/O 1099475 Ontario Ltd.		72 Campania Court	Woodbridge	L4H 1G4	Ontario	Canada	SCDN	\$ 4,520
Nexus Management Systems Group Inc.		Unit 1202-1219 Harwood	Vancouver	V6E 1S5	British Columbia	Canada	SCDN	\$ 5,373
Nimble Transportation & Warehousing Services Inc.		75 Medulla Ave	Toronto	M8Z 5L6	Ontario	Canada	SCDN	\$ 1,421
Oliver Morante	P. O. Box 1017	117 Victoria St.	Niagara On The Lake	L0S 1J0	Ontario	Canada	SCDN	\$ 217,300
Omnitrans Inc.		6299 Airport Road	Mississauga	L4V 1N3	Ontario	Canada	SCDN	\$ 85,349
Orkin Canada Corporation		5840 Falbourne Street	Mississauga	L5R 4B5	Ontario	Canada	SCDN	\$ 1,573
Orlando Corporation		6205-B Airport Road 5th Floor	Mississauga	L4V 1E3	Ontario	Canada	SCDN	\$ 64,307

The John Forsyth Shirt Company Ltd.

Creditors List

Company Name	PO Box/Unit	Street	City	Postal Code	Province	Country	Currency	Amount
Oswal F.M. Hammerle Textiles Ltd.		Plot No T- 5/Part-1, Kagal Hatkanangle Five Star Midc.	Kagal, Dist. Kolhapur		Maharashtra	India	\$US	\$ 1,175
Paca Industrial Distribution		84 Mcbrine Place	Kitchener	N2R 1H3	Ontario	Canada	\$CDN	\$ 229
Pacific Packaging Products Ltd		29 Hamilton Crescent	Georgetown	L7G 5K9	Ontario	Canada	\$CDN	\$ 1,328
Peter Hay Knife Limited		351 Sheldon Dr.	Cambridge	N1T 1B1	Ontario	Canada	\$CDN	\$ 640
Planet Paper Box Inc.	UNIT #1	2841 Langstaff Road	Concord	L4K 4W7	Ontario	Canada	\$CDN	\$ 3,361
Powerhouse Retail Services Inc		5185 Tomken Road	Mississauga	L4W 1P1	Ontario	Canada	\$CDN	\$ 1,079
Products Enroute	Unit 7	10345 Keele St.	Maples	L6A 3Y9	Ontario	Canada	\$CDN	\$ 10,350
Protus Ip Solutions	Suite 210	2379 Holly Lane	Ottawa	K1V 7P2	Ontario	Canada	\$CDN	\$ 645
Pro-X Event Inc.		7621 Bath Rd.	Mississauga	L4T 3T1	Ontario	Canada	\$CDN	\$ 6,040
Purolator Courier Ltd.	P. O. Box 1100	Etobicoke Postal Station	Etobicoke	M9C 5K2	Ontario	Canada	\$CDN	\$ 12,385
Rebox Corp.		4500 Cousins	Saint-Laurent	H4S 1X6	Quebec	Canada	\$CDN	\$ 1,797
Receiver General	P. O. Box 20004 STN A	Sudbury Tax Centre	Sudbury	P3A 6B4	Ontario	Canada	\$CDN	\$ 28,523
Rochester Midland Ltd.	P.O.Box 486	851 Progress Court	Oakville	L6K 0A7	Ontario	Canada	\$CDN	\$ 424
Roy-AI First Aid & Safety Products Ltd.	P. O. Box 72	Simcoe	Simcoe	N3Y 4K8	Ontario	Canada	\$CDN	\$ 285
Rubberline Products Ltd	P. O. Box 336		Kitchener	N2G 3Y9	Ontario	Canada	\$CDN	\$ 573
Savage Holdings Inc. C/O Bridlepath Property Mgm. S	Unit 611	1280 Finch Ave. W.	Toronto	M3J 3K6	Ontario	Canada	\$CDN	\$ 49,264
Securtek-A Sasktel Company		70 - 1st Avenue North	Yorkton	S3N 1J6	Saskatchewan	Canada	\$CDN	\$ 190
SGS Canada Inc.	P. O. Box 4580	Dept 5 Postal Station A	Toronto	M5W 4W2	Ontario	Canada	\$US	\$ 18,534
Shortreed Paper Inc.		95 Watson Road South	Guelph	N1L 1E4	Ontario	Canada	\$CDN	\$ 6,694
SLH Transport Inc.		1585 Centennial Dr	Kingston	K7L 7V2	Ontario	Canada	\$CDN	\$ 763
Soktas Dokuma Isletmeleri Sanayi Ve Ticaret A.S.		Islam Kerimov Cad No. 16	Sunucu Is Merkezi, B Blok Kat 8,		35530 Bayrakli, Izmir	Turkey	\$US	\$ 5,927
Source Id Inc.	P. O. Box 9297	Station A Toronto	Toronto	M5W 3M1	Ontario	Canada	\$CDN	\$ 231
Sterling Marking Products Ltd.	P. O. Box 5055		London	N6A 5S4	Ontario	Canada	\$CDN	\$ 644
Sungard Availability Services (Canada) Ltd.	P. O. Box 57528	Station 1	Toronto	M5W 5M5	Ontario	Canada	\$CDN	\$ 5,351
Swan Dust Control		35 University Ave. E.	Waterloo	N2J 2V9	Ontario	Canada	\$CDN	\$ 1,130
Telus	P. O. Box 7575		Vancouver	V6B 8N9	British Columbia	Canada	\$CDN	\$ 1,639
Telus Mobility	P. O. Box 5300		Burlington	L7R 4S8	Ontario	Canada	\$CDN	\$ 1,881
Tenaquip Ltd.		20701 Chemin Sainte-Marie	Sainte-Anne-De-Bellevue	H9X 5X5	Quebec	Canada	\$CDN	\$ 614
Tessitura Grandi & Rubinelli S.R.L.		Strada Per Novara 280	28062 Cameri (NO)			Italy	\$CDN	\$ 10,214
Tessitura Monti Spa		31052 Maserada Sul Piave (Treviso)	Via Saltere, 10			Italy	\$US	\$ 18,489
Testa		28068 Romentino	Novara		Via Gambaro 69	Italy	\$CDN	\$ 6,889
The CDN Payroll Association		1600-250 Bloor St. East	Toronto	M4W 1E6	Ontario	Canada	\$CDN	\$ 220
The Wan Group Inc.	Unit 5 & 6	569 Steven Court	Newmarket	L3Y 6Z3	Ontario	Canada	\$CDN	\$ 4,460
Thermocollage M.D.R.Inc.		20 Port Royal Est.	Montreal	H3L 1H7	Quebec	Canada	\$CDN	\$ 8,877
TNT Express (Canada) Ltd Canada	P. O. Box 46259	Postal Station A	Toronto	M5W 4K9	Ontario	Canada	\$CDN	\$ 1,009
Torbram Electric Supply		10 Perdue Court	Caledon	L7C 3M6	Ontario	Canada	\$CDN	\$ 27
Toronto Pallet & Skid		3434 Spirea Terrace	Mississauga	L5N 7N4	Ontario	Canada	\$CDN	\$ 2,000
Trade Facilitation Services	Suite 406	1066 Somerset St.W.	Ottawa	K1Y 4T3	Ontario	Canada	\$CDN	\$ 2,260
Triovest Realty Advisors Inc.	Suite 402	5750 Explorer Drive	Mississauga	L4W 0A9	Ontario	Canada	\$CDN	\$ 25,499
Uniongas		PO Box 4001 STN A	Toronto	M5W 0G2	Ontario	Canada	\$CDN	\$ 6,723
Ups Canada	P. O. Box 4900	Station A	Toronto	M5W 0A7	Ontario	Canada	\$CDN	\$ 2,237
Veratex Lining Ltd.	Suite 701	5425 Casgrain Ave	Montreal	H2T 1X6	Quebec	Canada	\$CDN	\$ 16,612
Wajax Industries Limited		16745 111 Avenue	Edmonton	5M 2S4	Ontario	Canada	\$CDN	\$ 979
Waste Management	P. O. Box 4205	Station "A" T	Toronto	M5W 5L4	Ontario	Canada	\$CDN	\$ 2,902
Wells Fargo Capital Finance Corporation Canada	Suite 2500	40 King Street West	Toronto	M5H 3L9	Ontario	Canada	\$CDN	\$ 1,430,114
Wells Fargo Capital Finance Corporation Canada	Suite 2500	40 King Street West	Toronto	M5H 3L9	Ontario	Canada	\$US	\$ 3,902,030
Western Spring And Wire Ltd.		55 Keith Road	Winnipeg	R3H 0H7	Manitoba	Canada	\$CDN	\$ 486
Workers United Ontario Council		317 Adelaide Street West 10th Floor	Toronto	M5V 1P9	Ontario	Canada	\$CDN	\$ 3,506
Workplace Safety & Insurance Board		200 Front St.	Toronto	M5V 3J1	Ontario	Canada	\$CDN	\$ 8,131
York Transportation Inc.		165 Summerlea Road	Brampton	L6T 4P6	Ontario	Canada	\$CDN	\$ 796
Zebra Paper Converters Inc.		5130 Creebank Road	Mississauga	L4W 2G2	Ontario	Canada	\$CDN	\$ 1,311

Forsyth of Canada, Inc.

Creditors List

Company Name	PO Box/Unit	Street	City	Postal Code	Province	Country	Currency	Amount
Adams & Co. Real Estate LLC.	P.O. Box 95000-5385	Acct.#064045		19195-5385	Philadelphia	USA	\$US	\$ 17,433
Alex Displays Company Inc.		401 North Leavitt Street	Chicago	60612	Illinois	USA	\$US	\$ 1,750
Johnson Electronic Systems Inc	P.O. Box 276	2126 Highway 41 South	Cordele	31010-0276	Georgia	USA	\$US	\$ 840
Avery Dennison Hong Kong B.V.		No. 7 Chun Ying Street	Tseung Kwan O Industrial Estate		New Territories	Hong Kong	\$US	\$ 129
Fedex	P.O. Box 660481		Dallas	75266-0481	Texas	USA	\$US	\$ 3,761
Harry Bachrach Inc.	P.O. Box 100895		Atlanta	30384-4174	GA	USA	\$US	\$ 126,404
Hellmann Worldwide Logistics		1375 Cardiff Blvd.	Mississauga	L5S 1R1	Ontario	Canada	\$US	\$ 46,239
Intertek Testing Services Ltd. Shanghai		3/F No 2 Bldg Shanghai Comalong Ind. Pk 889 Yishan Rd			Shanghai, 200233	China	\$US	\$ 850
Manunion Investments Limited		Room 711, Wing On Plaza 62 Mody Road Tst East,	Kowloon			Hong Kong	\$US	\$ 6,986,290
Old Dominion Freight Line Inc.		14933 Collection Center Dr	Chicago	60693-4933	Illinois	USA	\$US	\$ 3,372
SGS Canada Inc.	P.O. Box 4580	Dept 5 Postal Station A	Toronto	M5W 4W2	Ontario	Canada	\$US	\$ 1,040
Fedex Trade Networks		15704 Collection Center Dr C	Chicago	60693	Illinois	USA	\$US	\$ 165,481
United Parcel Service	P.O. Box 7247-0244		Philadelphia	19170-0001	PA	USA	\$US	\$ 442
UPS	P.O. Box 7247-0244		Philadelphia	19170-0002	PA	USA	\$US	\$ 925
Hayes Soloway		175 Canal Street	Machester	0301	New Hampshire	USA	\$US	\$ 6,620
Wells Fargo Capital Finance, LLC	Suite 2200	150 South Wacker Drive	Chicago	60606-4202	Illinois	USA		\$ 3,536,946
Harris Hester		4 Cross Rd.	Darien	06820	CT	USA	\$US	\$ 217,300

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 available on the Monitor’s website at www.bdo.ca/forsyth, 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 / 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.

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)

OR

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

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)

OR

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

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 / 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: _____

**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 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**

PROXY FOR USE BY HOLDERS OF UNSECURED CLAIMS

**TO BE USED FOR THE MEETING OF CREDITORS (THE "CREDITORS'
MEETING")**

Before completing this Proxy, please read carefully the enclosed Instructions for Completion of Proxy set out on the reverse side hereof.

Capitalized items not otherwise defined herein have the meaning ascribed to them in the Consolidated Plan of Compromise and Arrangement of The John Forsyth Shirt Company Ltd., Forsyth Holdings, Inc. and Forsyth of Canada, Inc. (the "**Applicants**") dated May 17, 2013 (as restated, supplemented or amended from time to time in accordance with the provisions thereof, the "**Plan**").

THE UNSECURED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints _____ or, if no person is specified, Blair Davidson of BDO Canada Limited, the Monitor of the Applicants, or such person as that officer may designate as nominee of the Unsecured Creditor, with power of substitution, to attend on behalf of and act for the undersigned Unsecured Creditor at the Creditors' Meeting and to vote the amount of the Unsecured Creditor's Claim as determined for voting purposes pursuant to the Claims Process and Bar Order, as follows:

A. **(mark one only):**

- VOTE FOR** approval of the Plan; or
- VOTE AGAINST** approval of the Plan; and

B. vote at the nominee's discretion and otherwise act thereat for and on behalf of the Unsecured Creditor in respect of any amendments or variations to the above

matter and to any other matters that may come before the Creditors' Meeting, or any adjournment thereof.

Dated at _____ this _____ day of _____, 2013.

Unsecured Creditor Signature:

(If Unsecured Creditor is a corporation this section must be completed by duly authorized officer or attorney of the corporation)

Name: _____

(Print Name of Unsecured Creditor, as it appears on the Proof of Claim Form or Lease Terms Form, as the case may be)

By: _____

Name:

Title:

(Signature of Unsecured Creditor, and if applicable, Authorized Officer or Attorney of Unsecured Creditor and Name and Title of duly appointed officer or attorney of the Corporation)

Witness Signature

(Only applicable if Unsecured Creditor is an individual)

Name: _____

(Print Name of Witness)

By: _____

(Signature of Witness)

Phone Number of Unsecured Creditor _____

INSTRUCTIONS FOR COMPLETION OF PROXY

1. **If an officer of BDO Canada Limited, the Monitor of the Applicants, is appointed or is deemed to be appointed as proxyholder and the Unsecured Creditor fails to indicate a vote for or against the approval of the Plan on this Proxy, this Proxy will be voted FOR approval of the Plan.**
2. Each Unsecured Creditor who has a right to vote has the right to appoint a person (who does not need to be an Unsecured Creditor) to attend, act and vote for and on his, her or its behalf at the Creditors' Meeting, or any adjournments thereof, and such right may be exercised by inserting in the space provided therefor the name of the person to be appointed. **If no name has been inserted in the space provided, the Unsecured Creditor will be deemed to have appointed an officer of the Monitor as the Unsecured Creditor's proxyholder.**
3. If this proxy is not dated in the space provided therefor, it shall be deemed to bear the date on which it was received by the Monitor.
4. This proxy must be signed by the Unsecured Creditor or by his or her attorney duly authorized in writing or, where the Unsecured Creditor is a corporation, by a duly

authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.

5. Valid proxies bearing or deemed to bear a later date shall revoke this proxy. In the event that more than one valid proxy for the same Unsecured Creditor and bearing or deemed to bear the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted for the purpose of the vote.
6. **This Proxy must be received by the Monitor, delivery or facsimile, by no later than 1:00 p.m. (Toronto Time) on the last Business Day preceding the Creditors' Meeting or any adjournment thereof 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.
123 Front Street, Suite 1200
Toronto, ON M5J 2M2

Attention: Blair Davidson and Steven Welker
Fax: (416) 865-0904
Email: bdavidson@bdo.ca / swelker@bdo.ca

or deposited with the Chair prior to the commencement of the Creditors' Meeting but no Proxy will be accepted by the Chair after commencement of the Creditors' Meeting.

7. If the Unsecured Creditor is not an individual it may only attend and vote at the Creditors' Meeting if it has appointed a proxyholder to attend and act on its behalf at the Creditors' Meeting.

**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 available on the Monitor’s website www.bdo.ca/forsyth, 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 / 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.

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 / 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: _____