



August 22, 2022

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED
OF THE CITY OF TORONTO, OF THE PROVINCE OF ONTARIO**

TO THE CREDITORS OF LINKS OF LONDON (CANADA) LIMITED:

Take notice that on July 20, 2022, Links of London (Canada) Limited (the “**Company**”) filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”). Alvarez & Marsal Inc. was named as trustee under the Company’s NOI (in such capacity, the “**Proposal Trustee**”).

On August 15, 2022, the Company filed a proposal (the “**Proposal**”) pursuant to section 62 of the BIA. A copy of the Proposal is enclosed herewith, together with the documents listed below.

A general meeting of the creditors will be held on September 1, 2022 at 11:00 a.m. (EST), held virtually via Microsoft Teams Video Conference:

- i) Meeting Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2NjMTM3NTU0NTVhZS00MzBkLTgxMzEtMDQyYzUwMmZkMjE4%40thread.v2/0?context=%7b%22Tid%22%3a%22dd5e230f-c165-49c4-957f-e203458ffab%22%2c%22Oid%22%3a%2233184067-09a3-4c51-ba93-3c04e67c925a%22%7d; or
- ii) Dial In: +1 647-749-7010
Conference ID: 450 469 061#

(please contact Esther Mann at esther.mann@alvarezandmarsal.com for a link to the Microsoft Teams meeting).

Enclosed with this notice are the following:

- a) the Proposal;
- b) the Trustee’s Report to creditors on the Proposal;
- c) a Certificate of Filing of the Proposal
- d) a form of Proof of Claim, Proxy and Voting Letter;
- e) the Company’s Statement of Affairs; and
- f) a Schedule of Creditor Claims.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the Proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the Proposal is binding on all the creditors or the class of creditors affected.

If you believe you have a claim against the Company and you are listed on the Schedule of Creditor Claims and you agree with the amount of that claim as set out in the Schedule of Creditor Claims, **you do not need to do anything further** and your claim will be allowed as set out in the Schedule of Creditor Claims.

If you dispute the amount or the nature of your claim as set out in Schedule of Creditor Claims, or if your claim is not listed on the Schedule of Creditor Claims, you will have to file a Proof of Claim with the Proposal Trustee.

Proofs of claim must be lodged with the Proposal Trustee prior to the commencement of the meeting. Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Should you require any further information with respect to this matter, please feel free to contact Esther Mann by email at esther.mann@alvarezandmarsal.com, by phone at 416-847-5186 or visit the Proposal Trustee's website at: www.alvarezandmarsal.com/linksoflondon.

Dated at Toronto, Ontario, this 22nd day of August, 2022.



Alvarez & Marsal Canada Inc., solely in its capacity as Trustee
in re the Proposal of Links of London (Canada) Limited,
and not in its corporate or personal capacity

Per: Greg Karpel, Senior Vice-President

Enclosure



Proposal
and
Trustee's Report to Creditors



District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-2849223
Estate No.: 31-2849223

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED
OF THE CITY OF TORONTO, OF THE PROVINCE OF ONTARIO**

TRUSTEE'S REPORT TO CREDITORS

1. INTRODUCTION

1. On July 20, 2022 (the “**NOI Filing Date**”), Links of London (Canada) Limited (the “**Company**”) filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada), *R.S.C. 1985, c. B-3* (the “**BIA**”), and Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as Proposal Trustee of the Company (in such capacity, the “**Proposal Trustee**”).
2. Pursuant to section 50.4(8) of the BIA, the initial stay period under the NOI proceedings is from July 20, 2022 to August 19, 2022 (the “**Initial Stay Period**”). A copy of the Certificate of Filing of the NOI issued by the Official Receiver of the Office of the Superintendent of Bankruptcy (“**OSB**”) is attached as Appendix “**A**”.
3. This report provides an outline of the background and financial position of the Company leading up to the NOI Filing Date and relevant information that should be of assistance to the Company’s creditors in considering the terms of the proposal being presented by the Company to its creditors. The NOI proceedings was initiated by the Company to create a stabilized environment for a structured, coordinated, and transparent wind-down, and to address the claims of creditors in an orderly fashion. The Company prepared and filed its proposal to creditors (the “**Proposal**”) with the Official Receiver on August 15, 2022. A copy of the Proposal is attached as Appendix “**B**”.
4. In preparing this report, the Proposal Trustee has relied upon unaudited financial information prepared by the Company’s representatives, its books and records, discussions with the Company’s representatives and its legal counsel. The Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information.
5. Unless otherwise stated, monetary amounts contained herein are expressed in Canadian dollars. Capitalized terms not otherwise defined in this report have the meanings attributed to such terms in the Proposal.

2. BACKGROUND

1. The Company was incorporated under the *Business Corporations Act (Canada)* in 2017. The Company is a Toronto, Ontario based jewelry retailer that operated five stores from leased locations in Vancouver, British Columbia, and the Greater Toronto Area under the trade name “Links of London”.
2. The Company is the wholly owned subsidiary of Links (London) Limited (“**Links UK**” or the “**Parent Company**”) and depended on its Parent Company and on its United States affiliate, Links of London Inc. (“**Links US**”), for inventory, technical support, sale tracking, IT services, bookkeeping and other operational support.

3. Due to financial trouble and unsuccessful restructuring efforts, Links UK and affiliates were subject to insolvency proceedings in their respective jurisdictions:
 - a) on October 18, 2018, Links US filed for bankruptcy under Chapter 7 of Title 11 of the United States Code (Bankruptcy Code); and
 - b) on October 8, 2019, Links UK was placed into administration and was subsequently subject to creditors' voluntary liquidation proceedings on October 22, 2020, pursuant to the laws of England and Wales in the United Kingdom.
4. The insolvency proceedings and subsequent liquidation of Links UK forced the Company to commence liquidation of its own inventory and cease operating activities. The Company's liquidation began in November 2019 and was completed by the end of January 2020, by which time the Company had vacated all five leased locations.
5. Subsequent to its wind-down, the Company reached settlements with its former landlords to settle all lease obligations related to the five retail locations it had occupied in Canada (together, the "**Landlord Settlements**").
6. The Company is now in a position to complete its orderly wind-down and adjudicate the remaining claims of its creditors, followed by an orderly distribution to creditors pursuant to the terms of the Proposal, should the Proposal be approved.

3. ASSETS

1. The majority of the Company's assets, including all inventory, was sold prior to the NOI Filing Date.
2. As listed on the Company's Statement of Affairs, the only remaining asset as of the date of this report is cash held in the Proposal Trustee's trust account with the Royal Bank of Canada of approximately \$364,986 ("**Cash on Hand**").

4. CREDITORS

1. As at the NOI Filing Date, the Company's largest creditor is Links UK for amounts owing related to operational support and inventory provided by Links UK to the Company (the "**Links UK Intercompany Claim**"). Based on the Company's books and records, there are no amounts owing to Links US. The table below sets out the amounts owed to Known Creditors:

CREDITOR	AMOUNT OWED	% OF TOTAL
Links UK	5,110,001.00	99%
Other Unsecured Creditors	54,825.99	1%
Total Liabilities	5,164,826.99	100%

2. During its wind-down, the Company was generally current on its obligations, including payroll, taxes and rent. The Company's non-related third-party payables comprise of amounts owing for professional fees, utilities, and other miscellaneous operating expenses. Accordingly, the Proposal Trustee is not aware of any amounts owing to any Preferred Creditors.



3. There are no secured creditors and the Proposal Trustee is not aware of any potential priority claims.
4. A complete list of creditors as at the NOI Filing Date is attached as Appendix “C”.

5. CASH FLOW

1. The Company, with assistance from the Proposal Trustee, prepared a 13-week cash flow forecast (“**Forecast**”) for the period ending October 22, 2022 (“**Forecast Period**”), which were filed with the Official Receiver.
2. The Forecast and the related assumptions, together with Management’s Report on the Cash Flow Statement and the Proposal Trustee’s Report on the Cash Flow Statement are provided in Appendix “D”. In reviewing the Forecast, nothing has come to the Proposal Trustee’s attention which would lead the Proposal Trustee to believe that the hypothetical and probable assumptions used by the Company in the preparation of the Forecast are inconsistent with the purpose of the Forecast.
3. The Forecast reflects that the Company is projected to have sufficient liquidity through the Initial Stay Period.

6. THE PROPOSAL

1. This section provides an overview of the terms of the Proposal.
2. Review of this section is not a substitute for reading the Proposal. Creditors are advised to review the Proposal in its entirety prior to voting on the Proposal.
3. A copy of the Proposal is provided in Appendix “B”.

6.1 Overview

1. The objective of the Proposal is to provide for a structured, coordinated and transparent wind-down, and to address the creditor claims in an orderly fashion. The Proposal is designed to allow the Company to distribute the net proceeds of its estate to the Proven Creditors in a manner that will result in the Proven Creditors receiving more than would be recovered in a bankruptcy proceeding.
2. To facilitate the approval and implementation of the Proposal, Links UK has agreed to fully subordinate the Links UK Intercompany Claim to the claims of other Proven Creditors if the Proposal is approved by the requisite majority and the Court:
 - a) In the event that the Approval Order is granted and the Proposal is implemented, the result of the subordination by Links UK of the Links UK Intercompany Claim will be that all other Proven Claims will be paid in full, and Links UK will only participate in a distribution after all other Proven Claims and Professional Fees have been paid.
 - b) In the event that the Approval Order is not granted and the Proposal is not implemented, the Company shall be automatically deemed to have filed an assignment in bankruptcy, and the Links UK Intercompany Claim would participate in a pro rata distribution in the Bankruptcy Proceeding, resulting in a significant dilution to the net proceeds available for distributions to creditors with Proven Claims.

6.2 Proposed Payments and Contributions

1. The Company has completed the liquidation of its assets and has no further property to sell. The Cash on Hand, net of any Professional Fees, will be available for distribution.
2. The Proposal provides for the full payment of any Crown Priority Claims and Employee Priority Claims, as required by the BIA, however, as previously noted the Company does not believe that any such claims exist. The Proposal does not provide for the payment of any equity claims. A full distribution waterfall is outlined in Article 2.4 of the Proposal.

6.3 Claims Process

1. In order to receive a distribution, a creditor must submit, or be deemed to have submitted, a Proof of Claim within thirty (30) days of the issuance of the Final Dividend Notice subject to any exception set out in sections 149(2), (3), (4) and 150 of the BIA.
2. The Proposal Trustee shall examine every Proof of Claim and determine whether such claims are Proven Claims or Disputed Claims, and whether such claims are Crown Priority Claims or Employee Priority Claims, as applicable.
3. Known Creditors shall be deemed to have filed a Proof of Claim in the amount of their respective Known Creditor Claims:
 - a) Known Creditor Claims are as calculated by the Company in consultation with the Proposal Trustee, and such Known Creditor Claims in such amount shall be deemed to be Proven Claims, without any further action of the Known Creditor.
 - b) The Proposal Trustee shall notify each Known Creditor of the amount of their deemed Known Creditor Claims, in writing, at the last known email address or mailing address of each Known Creditor on the books and records of the Company.
 - c) Known Creditors are not bound by their deemed Proofs of Claim and may elect to file a Proof of Claim for another amount, which shall be assessed by the Proposal Trustee in accordance with Section 135 of the BIA. Known Creditors who file a Proof of Claim shall not be deemed to have filed a Proof of Claim in the amount of their Known Creditor Claim.

6.4 Meeting of Creditors

1. In order to be eligible to vote at the Meeting of Creditors, each creditor shall file, or have deemed to have filed, a Proof of Claim with the Proposal Trustee in accordance with the applicable provisions of the BIA
2. Any creditor holding a Proven Claim which is to be paid in full pursuant to the terms of the Proposal shall be deemed to vote in favour of this Proposal unless and until such creditor votes against the Proposal, and any creditor so doing shall be counted as a creditor for the purposes of calculating quorum.
3. Details for the Meeting of Creditors to consider the Proposal are as follows:

Date: September 1, 2022
Time: 11:00 a.m. (EST)



Location: Held virtually on Microsoft Teams Video Conference:

- i) Meeting Link:
 - ii) Dial In: +1 647-749-7010
Conference ID: 450 469 061#
4. At the Meeting of Creditors, the creditors will be entitled but not required to appoint one or more, but not exceeding five (5), Inspectors, whose powers shall be as follows:
 - a) advising the Proposal Trustee in respect of such matters as may be referred to the Inspectors by the Proposal Trustee;
 - b) advising the Proposal Trustee concerning any dispute that may arise as to the validity of the claims asserted in the Proposal;
 - c) exercising all powers given to the Inspectors of a bankrupt estate appointed pursuant to the provisions of the BIA; and
 - d) altering or extending the time for payments to be made pursuant to this Proposal, but not the total amount paid.
 5. The only Persons entitled to attend and speak at the Meeting of Creditors are representatives of the Company, the Proposal Trustee and their respective legal counsel, the Official Receiver, and all other Persons entitled to vote at the Meeting of Creditors. Any other Person may be admitted to the Meeting of Creditors on invitation of the Proposal Trustee and / or the Official Receiver.
 6. Creditors who do not wish to attend or be represented at the meeting but who wish to vote, may forward their Proofs of Claim and voting letters to the Proposal Trustee so as to be received prior to the Meeting of Creditors. As noted, Known Creditors with Proven Claims, which are not disputed, are deemed to have voted in favour of the Proposal and, accordingly, no action is required with respect to such claims.

7. PROPOSAL TRUSTEE'S RECOMMENDATION

1. Based on the analysis set out in this report, the Proposal Trustee is of the view that the Proposal is preferable to a bankruptcy and is supportive of the Proposal for the following reasons:
 - a) if the Proposal is not accepted by the creditors, the Company will be deemed to have made an assignment in bankruptcy;
 - b) in a bankruptcy, the Links UK Intercompany Claim will participate in the distribution of the estate and the distribution to creditors other than Links UK is expected to be a fraction of what they would receive under the Proposal;
 - c) The estimated realizable value of the Company's assets in a liquidation scenario carried out in a Bankruptcy Proceeding is summarized as follows:

Estimated Receipts	
Cash on Hand (<i>Note 1</i>)	364,986
Estimated Disbursements	
Bankruptcy Administration Costs (<i>Note 2</i>)	30,000
Estimated Outstanding NOI Professional Fees (<i>Note 3</i>)	65,000
Director Fees (<i>Note 4</i>)	23,000
Other General Costs	10,000
Total Estimated Disbursements	128,000
Available for Distribution	236,986
Estimated OSB Levy (5%)	(11,849)
Estimated Net Distribution	225,137
Total Unsecured Claims (<i>Note 5</i>)	5,164,827
Estimated % Dividend to Unsecured Creditors	4.4%
Notes:	
1. Cash balance held in the Trustee's trust account as at the date of this report.	
2. Represents professional fees for the bankruptcy trustee and its counsel for the administration of the bankruptcy proceedings.	
3. Represents professional fees for the Proposal Trustee, counsel to the Proposal Trustee, and counsel for the Company in relation to the Company's proposal and NOI proceedings.	
4. Forecast director fees to be paid to the Company's Director for services provided to the Company.	
5. Includes the Links UK Intercompany Claim which will not be subordinated in the event of a bankruptcy.	

- d) the Company has acted in good faith and with due diligence during the filing and in preparing the Proposal; and
 - e) The Company has completed the liquidation of its assets and have no further material assets to realize on, the Proposal is the best available outcome for the Company and its creditors.
2. Accordingly, based on all of the above, the Proposal Trustee recommends the acceptance of the Proposal by the Creditors.

8. REQUIREMENTS FOR A SUCCESSFUL PROPOSAL

1. The Proposal is subject to acceptance by way of a resolution of creditors within the Proposal at the meeting of creditors to be held on September 1, 2022 at 11:00 AM EST. The vote must pass by a majority of creditors in number and by 2/3rd of the claims in dollar value. If the Proposal is accepted, within five (5)

days the Proposal Trustee must apply to court for an appointment for a hearing of the application for the court's approval.

2. If the Proposal is voted against by the creditors, or if the Court does not approve the Proposal, then the Company is deemed to have made an assignment in bankruptcy on that day and a Meeting of Creditors is to be held immediately with respect to the bankruptcy.

9. PREFERENCES AND TRANSFERS UNDERVALUE

1. The Proposal Trustee conducted a preliminary review for preferences and transfers at undervalue by reviewing the Company's books and records for the year preceding the NOI Filing Date.
2. Based on the Proposal Trustee's preliminary review of the Company's books and records, it appears that there has been minimal activity in the Company as "Links of London" ceased operations in early January 2020, and, accordingly, the Proposal Trustee has not identified any transactions requiring further investigation.

Should you have any questions in connection with the Proposal or this report, please contact Ms. Esther Mann at (416) 847-5186 or via email at: esther.mann@alvarezandmarsal.com.

Dated at Toronto, Ontario, this 15th day of August, 2022.



Alvarez & Marsal Canada Inc., solely in its capacity
as Trustee *in re* the Proposal of
Links of London (Canada) Limited,
and not in its corporate or personal capacity

Per: Greg Karpel, Senior Vice-President



Appendix "A"



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

In the Matter of the Notice of Intention to make a proposal of:

Links of London (Canada) Limited

Insolvent Person

ALVAREZ & MARSAL CANADA INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

July 20, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL

Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: July 21, 2022, 07:50

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

Appendix "B"

District of Ontario
Division No. 09 — Toronto
Court No. 31-2849223
Estate No.: 31-2849223

Form 35

**IN THE MATTER OF THE DIVISION I PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED**

**PROPOSAL
AUGUST 15, 2022**

WHEREAS Links of London (Canada) Limited (the “**Debtor**”) filed a Notice of Intention to Make a Proposal (“**NOI**”) with the Office of the Superintendent of Bankruptcy on July 20, 2022;

AND WHEREAS Alvarez and Marsal Canada Inc. agreed to act as proposal trustee of the Debtor in the NOI proceedings (in such capacity, the “**Proposal Trustee**”);

AND WHEREAS the Debtor has liquidated all of its inventory and ceased conducting business on or about January 31, 2020 and has largely wound down its Canadian operations;

AND WHEREAS the Debtor desires to make a proposal to its Creditors (defined below) that would result in a better recovery for those Creditors than they would receive in Bankruptcy Proceeding (defined below);

AND WHEREAS the Debtor is holding approximately \$364,985.62 of cash proceeds following the liquidation of its inventory (the “**Liquidation Proceeds**”);

AND WHEREAS the Debtor’s sole shareholder, Links (London) Limited (in creditors’ voluntary liquidation) (“**Links UK**”) is by far the largest creditor of the Debtor, with a claim in the approximate amount of \$5.11 million;

AND WHEREAS on October 8, 2019, Links UK was placed into administration pursuant to the laws of England and Wales in the United Kingdom by the directors of the company under paragraph 22 of Schedule B1 of the Insolvency Act 1986;

AND WHEREAS following October 22, 2020, Links UK is now subject to creditors’ voluntary liquidation proceedings pursuant to the laws of England and Wales in the United Kingdom;

AND WHEREAS the Debtor’s indirect affiliate in the United States, Links of London Inc. (“**Links US**”) is subject to bankruptcy proceedings pursuant to Chapter 7 of the Bankruptcy Code in the United States;

AND WHEREAS Links UK, acting by its joint liquidators, Matthew David Smith and Daniel James Mark Smith together as joint liquidators (without personal liability) (the “**Liquidators**”), has agreed to subordinate the Links UK Intercompany Claim (defined below) against the Debtor in

favour of all other Creditors, and to share in the remainder of the Liquidation Proceeds, following the payment in full of all other Creditors' Proven Claims, pursuant to the terms of this Proposal.

NOW THEREFORE the Debtor submits to its Creditors the following proposal.

ARTICLE 1 — DEFINITIONS

1.1 Definitions

In this Proposal, the following words and phrases shall have the following respective meanings:

- (a) **"Act"** means the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (as amended).
- (b) **"Approval Date"** means the date on which both of the following have occurred: (i) the Proposal has been approved by the Requisite Majority, and (ii) the Approval Order has been issued, has not been stayed, there is no outstanding appeal of the Approval Order and the time for appealing the Approval Order has lapsed.
- (c) **"Approval Order"** means an order of the Court, in form and substance satisfactory to the Debtor and the Proposal Trustee approving and sanctioning this Proposal in accordance with the provisions hereof and of the Act.
- (d) **"Bankruptcy Proceeding"** means an immediate liquidation of the Debtor's remaining assets and distribution of such proceeds in a bankruptcy proceeding under the Act.
- (e) **"Business Day"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto, Ontario.
- (f) **"Claim"** means any right of any Person against the Debtor in connection with any indebtedness, liability or obligation of any nature whatsoever, including, without limitation, claims that are liquidated, unliquidated, fixed, contingent, matured, unmatured, legal, equitable, present, future, known, unknown, disputed, undisputed or whether by guarantee, by surety, by subrogation or otherwise incurred and whether or not such a right is executory in nature, incurred or arising or related to the period prior to the Filing Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the Filing Date, including, for greater certainty: (i) any claim against the Debtor for indemnification by any Director or Officer; and (ii) any right of any Person against the Debtor arising pursuant to sections 65.11 or 65.2 of the Act. For the avoidance of doubt, a Claim includes a Termination Claim but does not include a Post-Filing Claim.
- (g) **"Court"** means the Ontario Superior Court of Justice.
- (h) **"Creditor"** means any Person having a Claim, secured, unsecured or otherwise, and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person.

- (i) **“Crown Priority Claims”** means all Claims of Her Majesty in Right of Canada or a Province that were outstanding on the Filing Date and are of a kind that could be subject to a demand under:
 - (i) subsection 224(1.2) of the Income Tax Act;
 - (ii) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the Income Tax Act 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
 - (iii) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the Income Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum
 - (A) 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 Income Tax Act; or
 - (B) 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.
- (j) **“D&O Claim”** means the right of any Person against one or more of the Directors or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer.
- (k) **“Directors and Officers”** means all current and former directors and officers of the Debtor, in such capacities, or their respective estates, and “Director” or “Officer” means any one of them.
- (l) **“Disputed Claim”** means any Claim or D&O Claim which has been received by the Proposal Trustee in accordance with the terms of this Proposal and the Act, but has not been accepted as proven in accordance with section 135 of the Act or

which is being disputed in whole or in part by the Proposal Trustee, or any other person entitled to do so and has not been resolved by agreement or by Order of the Court.

- (m) **“Effective Date”** means the date that is two (2) Business Days following the satisfaction of the conditions listed in Article 6 of this Proposal.
- (n) **“Employee”** means a Person who performed work for the Debtor for wages under the terms of an employment agreement, and does not include Persons engaged as dependent contractors or independent contractors.
- (o) **“Employee Priority Claims”** means Claims of employees and former employees of amounts at least equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the Act if the Debtor became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the court approval of the proposal, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the bankrupt’s business during the same period.
- (p) **“Employee Priority Creditors”** means the holders of Employee Priority Claims.
- (q) **“Filing Date”** means July 20, 2022.
- (r) **“Final Dividend Notice”** as the meaning given to it in Section 3.1 of this Proposal.
- (s) **“Inspectors”** means any inspectors that are or may be duly appointed pursuant to section 56 of the Act.
- (t) **“Intercompany Claims”** means the Links UK Intercompany Claim and the Links US Intercompany Claim (if any).
- (u) **“Known Creditor”** mean a Creditor of the Debtor that, based on the books and records of the Debtor, are known to have an outstanding Claim against the Debtor.
- (v) **“Known Creditor Claim”** means the amount of the Claim of a Known Creditor against the Debtor, as reflected in the books and records of the Debtor.
- (w) **“Links UK Intercompany Claim”** means the unsecured intercompany Claim of Links UK against the Debtor.
- (x) **“Links US Intercompany Claim”** means the unsecured intercompany claim of Links US against the Debtor.
- (y) **“Liquidators”** has the meaning given to it in the recitals of this Proposal.
- (z) **“Meeting of Creditors”** means the meeting of Creditors scheduled to consider and vote on the Proposal, and any adjournment thereof.

- (aa) **"Meeting Date"** means September 1, 2022, or such other date as may be set by the Proposal Trustee in accordance with the Act, on which the Meeting of Creditors shall be held.
- (bb) **"Official Receiver"** means a federal government employee in the office of the Superintendent who, among other things, accepts and reviews documents that are filed in proposals made under the Act.
- (cc) **"Payment Date"** means the date on which the Proposal Trustee has received the Debtors funds pursuant to Section 2.6 hereof.
- (dd) **"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.
- (ee) **"Post-Filing Claim"** means a claim arising in respect of goods supplied, services rendered or other consideration given to the Debtor, in the ordinary course of business, subsequent to the Filing Date, but for the avoidance of doubt does not include Termination Claims or claims by Employees for termination or severance.
- (ff) **"Preferred Claims"** means that portion of a Claim that is accepted by the Proposal Trustee as entitling the Preferred Creditor to receive payment in priority to other Proven Creditors, as provided in section 136 of the Act.
- (gg) **"Preferred Creditors"** means the holders of Preferred Claims.
- (hh) **"Professional Fees"** means, collectively, all fees, expenses, liabilities and disbursements of the Debtor or the Proposal Trustee, and their respective legal counsel, accounting fees and consulting fees (if any) arising out of or in connection with the Proposal proceedings and any Claims therein, including (i) any such fees incurred prior to the Filing Date, and (ii) the fees and disbursements of any agents retained by the Debtor or the Proposal Trustee.
- (ii) **"Proof of Claim"** means the form to be delivered by the Creditors to the Proposal Trustee in accordance with the Act.
- (jj) **"Proposal"** means this Proposal, as may be varied, amended, modified or supplemented in accordance with the provisions hereof and the Act.
- (kk) **"Proposal Trustee"** has the meaning given to it in the recitals.
- (ll) **"Proven Claim"** means the amount or any portion of a Claim or D&O Claim that is accepted as proven by the Proposal Trustee pursuant to section 135 of the Act and determined for distribution purposes in accordance with the provisions of the Act or any applicable orders from the Court.

- (mm) **"Proven Creditors"** means Creditors with Proven Claims.
- (nn) **"Related Person"** means "related persons" (as defined in Section 4(2) of the Act) to the Debtor, which for greater certainty, includes Links UK and Links US.
- (oo) **"Released D&O Claims"** means all D&O Claims that are released pursuant to Section 10.2 hereof.
- (pp) **"Released Parties"** has the meaning ascribed to it in Section 10.1 hereof.
- (qq) **"Requisite Majority"** means a majority in number and two-thirds in value of all Proven Claims of Creditors entitled to vote, who are present and voting at the Creditors' Meeting (whether in person, by proxy or by voting letter) in accordance with the voting procedures established by this Proposal and the Act.
- (rr) **"Secured Creditors"** means "secured creditors", as defined in Section 2 of the Act.
- (ss) **"Secured Claims"** means Proven Claims of Secured Creditors, in their capacity as such.
- (tt) **"Superintendent"** has the meaning given to it in Section 5 of the Act.
- (uu) **"Superintendent's Levy"** has the meaning given to it in Section 147 of the Act.
- (vv) **"Termination Claim"** means any Claim in contract, tort or otherwise that is based or predicated on by the termination by the Debtor of any contract, business relationship or agreement, or the cessation of services by the Debtor.

1.2 Time

All times expressed in this Proposal are local time Toronto, Ontario, unless otherwise stipulated. Time is of the essence in this Proposal.

1.3 Monetary References

All references to currency and to "\$" are to Canadian dollars, unless otherwise indicated.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken under this Proposal by any Person is not a Business Day, the action shall be required to be taken on the next proceeding day that is a Business Day.

1.5 Number

Words importing a singular number include the plural, and vice versa.

ARTICLE 2 — PURPOSE AND EFFECT OF PROPOSAL

2.1 Background to Proposal

The Debtor is the wholly owned subsidiary of Links UK, and depended on its parent company and on its affiliate Links US for inventory, technical support, sale tracking, IT services, bookkeeping and other operational support. The administration proceedings (and subsequent liquidation proceedings) of Links UK and bankruptcy proceedings of Links US, and the corresponding liquidation of both, forced the Debtor to commence the liquidation of its own inventory in November of 2019. The Debtor's liquidation was completed by the end of January, 2020, by which time it had vacated the premises of the five retail locations it formerly occupied in Canada.

Prior to and following the NOI, the Debtor has been working diligently to resolve outstanding tax filings and to coordinate with its Creditor and other claimants to facilitate an orderly wind-down of its business and operations. The Debtor has a relatively small number of domestic trade Creditors and is generally current on its obligations during its wind-down, including on account of payroll, taxes and rent. The Debtor's largest Creditor by far is Links UK, which had been providing inventory, loans and services for more than two years to support the Debtor. Based on a review of the Debtor's books and records, the Debtor does not believe that there is any Links US Intercompany Claim, however Links US will be permitted to prove a claim in the Proposal, in accordance with the terms here of and the Act.

The Debtor has no Secured Creditors and does not participate in a prescribed pension plan within the meaning of s. 60(1.5) of the Act.

2.2 Overview of Proposal

The objective of this Proposal is to provide for a structured, coordinated and transparent wind-down, and to address the Claims of Creditors in an orderly fashion. This Proposal is designed to allow the Debtor to distribute the net proceeds of its estate to the Proven Creditors in a manner that will result in the Proven Creditors receiving more than would be recovered in a Bankruptcy Proceeding.

To facilitate the approval and implementation of the Proposal, Links UK has agreed to fully subordinate the Links UK Intercompany Claim to the claims of other Proven Creditors if the Proposal is approved by the Requisite Majority and the Court, without prejudice to its ability to pursue the Links UK Intercompany Claim in a Bankruptcy Proceeding.

In the event that the Approval Order is granted and the Proposal is implemented, the result of the subordination by Links UK of the Links UK Intercompany Claim will be that all Proven Claims will be paid in full, and Links UK will only participate in a distribution after all other Proven Claims and Professional Fees have been paid.

In the event that the Approval Order is not granted and the Proposal is not implemented, the Debtor shall be automatically deemed to have filed an assignment in bankruptcy, and the Links UK Intercompany Claim would participate in a distribution in the Bankruptcy Proceeding. In such a case, the Debtor anticipates that the Proven Creditors will receive only a fraction of their Proven

Claims. In the Debtor's view, this makes the Proposal significantly superior to a Bankruptcy Proceeding for Proven Creditors.

This Proposal provides of the payment in full of Crown Priority Claims as required by s. 60(1.1) of the Act, however the Debtor does not believe that any such Crown Priority Claims exist. All Employee Priority Claims, if any, required by s. 60(1.3) of the Act shall be paid by this Proposal. This Proposal does not provide for the payment of any equity claims.

2.3 Proposed Payments / Contributions

The Debtor has completed the liquidation of its assets and has no further property to sell. The Liquidation Proceeds, net of Professional Fees, will be available for distribution in accordance with Section 2.4 of the Proposal (the "**Distribution Funds**"), which amount shall be all of the Debtor's cash on hand as at the date that such cash is required to be transferred to the Proposal Trustee in accordance with Section 2.6.

2.4 Proposed Distribution

The Distribution Funds will be paid in accordance with the terms of the Proposal, as follows:

- (a) Professional Fees. Subject to any applicable provisions of the Act, the Professional Fees will be paid in full, as they become due.
- (b) Crown Priority Claims. All Crown Priority Claims that were outstanding as at the Filing Date, if any, shall be paid in full to Her Majesty in right of Canada or a Canadian province or territory, as applicable, within six months after the issuance of the Approval Order.
- (c) Employee Priority Claims. All Employee Priority Claims, if any, will be paid in full in amounts to be determined by the Proposal Trustee pursuant to Section 135 of the Act.
- (d) Superintendent's Levy. The Superintendent's Levy will be paid in full.
- (e) Preferred Claims. Any remaining Preferred Claims (after the payments provided for in 2.4(a) and 2.4(d) of this Proposal have been made, or reserves taken therefor), if any, shall be paid in full.
- (f) Secured Claims. All Secured Claims, if any, shall be paid in full.
- (g) Unsecured Creditors. All other Proven Claims, other than the Intercompany Claims, that are not paid pursuant to (a) through (f) of this Section 2.4 (including, for the avoidance of doubt, all D&O Claims that are Proven Claims) will receive a *pari passu* distribution of the remainder of the Distribution Funds after the payments are made (or corresponding reserves taken) for the distributions in (a) through (e).

- (h) Intercompany Claims. Following the payment in full of the distributions in (a) through (g), any remaining Distribution Funds will be paid ratably to Links UK and Links US on account of the Intercompany Claims.

2.5 Post-filing Claims

Post-filing Claims, if any, shall be paid in full by the Debtor in the ordinary course of business, on regular trade terms, prior to the payment of the Debtor's cash on hand to the Proposal Trustee pursuant to Section 2.6 hereof.

2.6 Timing and Payment of the Distribution Funds to the Proposal Trustee

On a date not later than five (5) Business Days following the Approval Date, the Debtor shall transfer to the Proposal Trustee all cash on hand as if the date of such transfer, which for the avoidance of doubt shall include all proceeds of sale of the Debtor's assets still in the Debtor's possession.

2.7 Effect of Payments

Upon the Debtor making the payments to the Proposal Trustee in accordance with Section 2.6 hereof, the Debtor, its successors and assigns, and the Directors and Officers shall be deemed to have fully satisfied the terms of this Proposal.

2.8 Persons Affected

The Proposal provides for a full and final release and discharge of all Claims and Released D&O Claims and a settlement of and consideration for Claims. The Proposal will become effective at 12:01 a.m. (Toronto time) on the Effective Date in accordance with its terms and shall be binding on and enure to the benefit of the Debtor and other Persons directly or indirectly named or referred to in or subject to the Proposal.

On the Effective Date in accordance with the terms of this Proposal and in accordance with the provisions of the Approval Order, the treatment of all Claims and Released D&O Claims shall be final and binding on the Debtor, Links UK, Links US, the Officers and Directors, all Creditors (and their respective heirs, executors, administrators, liquidators, legal and personal representatives, successors and assigns), and all Claims and Released D&O Claims shall be fully, finally, irrevocably and forever released, discharged, cancelled and barred, and the Debtor and the Directors and Officers shall thereupon have no further obligation whatsoever in respect of the Claims and Released D&O Claims; provided that nothing herein releases the Debtor or any other Person from their obligations to make distributions in the manner and to the extent provided for in the Proposal, and provided further that such discharge and release of the Debtor and the Directors and Officers shall be without prejudice to the right of a Creditor in respect of a Disputed Claim to prove such Disputed Claim in accordance with the Act so that such Disputed Claim may become a Proven Claim.

2.9 Assignment of Claims Subsequent to the Meeting of Creditors

After the Meeting of Creditors, a Creditor with a Proven Claim may transfer or assign the whole, but not part, of its Claim, provided that the Debtor shall not be obliged to make distributions to any transferee or assignee of a Creditor's Claim or otherwise deal with such transferee or assignee as a Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Proposal Trustee prior to the date of Final Dividend Notice. For greater certainty, the Debtor shall not recognize partial transfers or assignments of Creditors' Claims. A transferee or assignee of a Creditor's Claim shall not be entitled to set-off, apply, merge, consolidate, or combine any such Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to the Debtor.

ARTICLE 3 — CLAIMS PROCESS

3.1 Claims Process

In order to be eligible to vote at the Meeting of Creditors, each Creditor shall file a Proof of Claim with the Proposal Trustee in accordance with the applicable provisions of the Act, and shall specify every Claim and every D&O Claim it asserts against the Debtor and/or the Directors and Officers, as applicable. Thereafter, the Proposal Trustee shall examine every Proof of Claim and determine whether such Claims are Proven Claims or Disputed Claims, and whether such Claims are Crown Priority Claims or Employee Priority Claims, as applicable.

In order to receive a distribution from the Distribution Funds, a Creditor must submit, or be deemed to have submitted, a Proof of Claim prior to the time the Proposal Trustee distributes funds in accordance with Article 3.5 of the Proposal and the Act.

In accordance with section 149 of the Act, prior to the final distribution from the Distribution Fund, the Proposal Trustee shall give notice (the "**Final Dividend Notice**") by e-mail to every Person with a Claim of which the Proposal Trustee has notice or actual knowledge but who did not file a Proof of Claim.

3.2 Known Creditor Claims

Known Creditors shall be deemed to have filed a Proof of Claim in the amount of their respective Known Creditor Claims, as calculated by the Debtor in consultation with the Proposal Trustee, and such Known Creditor Claims in such amount shall be deemed to be Proven Claims, without any further action of the Known Creditor.

The Proposal Trustee shall notify each Known Creditor of the amount of their deemed Known Creditor Claims, in writing, at the last known email address or mailing address of each Known Creditor on the books and records of the Debtor. Known Creditors are not bound by their deemed Proofs of Claim and may elect to file a Proof of Claim for another amount, which shall be assessed by the Proposal Trustee in accordance with Section 135 of the Act. Known Creditors who file a Proof of Claim shall not be deemed to have filed a Proof of Claim in the amount of their Known Creditor Claim.

3.3 Claims for Voting Purposes

Each Creditor shall be entitled to a single vote valued at the amount of its Claim or a portion of its Claim, if any, that has been deemed a Proven Claim or accepted by the Proposal Trustee for voting purposes without prejudice to the rights of the Debtor, the Proposal Trustee and the Creditor to have the quantum of any Disputed Claim finally determined for the purposes of receiving its share of the Creditors' funds, if any, or for the purposes of determining whether this Proposal was approved by the Requisite Majority.

For greater certainty, Employee Priority Creditors shall not be entitled to vote their Employee Priority Claims.

Without limiting the foregoing, Disputed Claims shall be tracked by the Proposal Trustee as if such claims were Proven Claims but Disputed Claims will not be considered for the purposes of determining the Requisite Majority. The Proposal Trustee will report to the Court on the impact on the Requisite Majority had the Disputed Claims constituted accepted claims for voting purposes.

3.4 Disputed Claims

Any Creditor with a Disputed Claim shall not be entitled to receive any distribution hereunder with respect to such Disputed Claim unless and until such Claim becomes a Proven Claim. Distributions pursuant to Article 2.4 of this Proposal shall be made in respect of any Disputed Claim that is finally determined to be a Proven Claim.

3.5 Claims Bar

Any Person who does not file its Claim or D&O Claim within thirty (30) days of the issuance of the Final Dividend Notice, shall forever be barred from making a Claim or D&O Claim or sharing in any dividend hereunder, subject to any exception set out in sections 149(2), (3), (4) and 150 of the Act, regardless of whether such Person was sent a Final Dividend Notice or whether such Person received such Final Dividend Notice, provided that the Proposal Trustee shall be entitled, in its reasonable discretion, to waive strict compliance with this Article 3.6 in respect of specific Claims if such waiver would not materially prejudice Proven Creditors.

3.6 Interest on Claims

Interest will not accrue or be paid on Proven Claims after or in respect of the period following the Filing Date and no Creditor with a Proven Claim will be entitled to any interest in respect of such Claim accruing on or after or in respect of the period following the Filing Date.

3.7 Class of Creditors

For the purpose of considering and voting upon and receiving distributions under this Proposal, there shall be one class of Creditors.

3.8 Set-Off

Subject to Section 2.9, the law of set-off applies to all Claims.

ARTICLE 4 — MEETING OF CREDITORS

4.1 Meeting of Creditors

The Meeting of Creditors will be held on the Meeting Date. Due to the uncertain duration of social-distancing measures currently mandated by provincial governments in response to the Covid-19 epidemic, the Meeting of Creditors will be held virtually, on such terms and parameters as the Proposal Trustee considers appropriate, with video and teleconference access for any Creditors who wish to virtually attend. The Proposal Trustee shall provide all known Creditors with the necessary connection, dial-in and other information about the Meeting of Creditors.

4.2 Voting Virtually

Persons virtually in attendance at the Meeting of Creditors by video or teleconference who are eligible to vote shall cast their vote in the manner prescribed by the Proposal Trustee. All votes will be recorded and tabulated by the Proposal Trustee, who may seek the assistance of the Court with respect to any dispute arising from or out of the tabulation of votes.

4.3 Proxies and Voting Letters

Proxies, as provided for in the Act indicating a Person authorized to act on behalf of a Creditor holding a Proven Claim, may be submitted to the Proposal Trustee at, or any time prior to, the commencement of the vote on the Proposal at the Meeting of Creditors.

Voting letters as provided for in the Act submitted to the Proposal Trustee prior to the Meeting of Creditors must indicate whether the Creditor wishes to cast its vote in favour of or against the Proposal. Voting letters that do not indicate either preference will be deemed to indicate a vote in favour of the Proposal.

4.4 Quorum

A quorum shall be constituted for the Meeting of Creditors or any adjournment thereof if there is one Creditor, entitled to vote, present virtually by video or teleconference, or by proxy or if one Creditor, entitled to vote, has submitted a voting letter in accordance with the provisions of the Act and this Proposal. If the requisite quorum is not virtually present at the Meeting of Creditors or if the Meeting of Creditors has to be postponed for any reason, then the Meeting of Creditors shall be adjourned by the Proposal Trustee to such date, time and pursuant to such virtual parameters as determined by the Proposal Trustee.

4.5 Deemed Votes in Favour

Any Creditor holding a Proven Claim which is to be paid in full hereunder shall be conclusively deemed to vote in favour of this Proposal, unless and until such Creditor votes against the Proposal in accordance herewith and with the BIA. Creditors holding a Proven Claim that will be paid in full shall be entitled to vote in favour of the Proposal, and any Creditor so doing shall be counted as a Creditor for the purposes of calculating quorum.

4.6 Votes by Related Persons

Related Persons may vote against but not in favour of the Proposal.

4.7 Creditor Approval

In order to be approved, the Proposal must receive the affirmative vote of the Requisite Majority.

4.8 Application for Court Approval

If approval by the Requisite Majority is obtained, the Proposal Trustee shall file with the Court an application for the Approval Order no later than five (5) Business Days following the Meeting of Creditors or such other date as the Court may order, which application shall be heard as soon as possible according to the procedure set out in Section 58 of the Act.

ARTICLE 5 — MODIFICATION OF PROPOSAL

5.1 Modifications

Subject to the consent of the Proposal Trustee, at any time prior to the Meeting of Creditors or at any time prior to the date to which the Meeting of Creditors is adjourned, if it is adjourned, the Debtor reserves the right at any time to file any modification, amendment or supplement of and to the Proposal, by way of amended proposal, and file such amended proposal with the Official Receiver as soon as practical, in which case any such amended proposal or proposals shall, for all purposes, be and be deemed to be part of and incorporated into the Proposal.

At the Meeting of Creditors, the Proposal Trustee shall provide all Creditors in attendance with details of any modifications or amendments of and to the Proposal prior to the vote being taken to approve the Proposal. After the Meeting of Creditors (and both prior to and subsequent to the issuance of the Approval Order) and subject to the consent of the Proposal Trustee, the Debtor may at any time and from time to time vary, amend, modify or supplement the Proposal if the Court determines that such variation, amendment, modification or supplement is of a minor, immaterial or technical nature or would not be materially prejudicial to the interest of any of the Creditors under the Proposal and is necessary in order to give effect to the substance of the Proposal or the Approval Order

ARTICLE 6 — CONDITIONS

6.1 Conditions Precedent to the Implementation of the Proposal

The implementation of the Proposal and distribution thereunder is subject to the satisfaction of the following conditions precedents:

- (a) The Approval Date has occurred; and,
- (b) The Payment Date has occurred.

ARTICLE 7 — BINDING EFFECT

7.1 Binding Effect

On the Effective Date, this Proposal will become effective and binding on and enure to the benefit of the Debtor, the Directors and Officers and all Creditors affected by this Proposal and all other Persons named or referred to in, or subject to, this Proposal, and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

7.2 Consent and Agreement

Without limiting the generality of Section 7.1, on the Effective Date, all Creditors shall be deemed to have consented and agreed to all of the provisions of the Proposal in its entirety. Each Creditor will be deemed to have agreed that, to the extent there is any conflict between the provisions of any agreement between it and the Debtor and the provisions of the Proposal, the provisions of the Proposal take precedence and priority.

ARTICLE 8 — PROPOSAL TRUSTEE AND ADMINISTRATIVE COSTS

8.1 Proposal Trustee's Capacity

The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any obligations or liabilities in connection with the Proposal or in connection with the business or liabilities of the Debtor.

8.2 Administrative Costs

The Proposal Trustee's fees and disbursements, including, without limitation, the Proposal Trustee's legal costs, arising in connection with this Proposal and under the Act, shall be paid by the Debtor, as Professional Fees under this Proposal. The fees for the Proposal Trustee's services will be based on time spent by the Proposal Trustee and the various members of its staff at their respective billing rates plus any direct out of pocket expenses incurred. The Proposal Trustee's legal costs will be based on time spent by the Proposal Trustee's legal counsel and the various members of such legal counsel's staff at their respective billing rates plus any direct out of pocket expenses incurred. The Court shall review and approve the Proposal Trustee's fees and disbursements.

8.3 Indemnity

The Proposal Trustee shall be indemnified in full by the Debtor for all personal liability arising from fulfilling any duties or exercising any powers or duties conferred upon it by this Proposal or under the Act, except for any willful misconduct or gross negligence.

ARTICLE 9 — INSPECTORS

9.1 At the Meeting of Creditors, the Creditors will be entitled but not required to appoint one or more, but not exceeding five, Inspectors, whose powers shall be as follows:

- (a) advising the Proposal Trustee in respect of such matters as may be referred to the Inspectors by the Proposal Trustee;
- (b) advising the Proposal Trustee concerning any dispute that may arise as to the validity of the Claims asserted in this Proposal;
- (c) exercising all powers given to the Inspectors of a bankrupt estate appointed pursuant to the provisions of the Act; and
- (d) altering or extending the time for payments to be made pursuant to this Proposal, but not the total amount paid.

The Inspectors shall not have liability to the Creditors or the Debtor for exercising any of the powers given to them under this Proposal or the Act.

ARTICLE 10 — RELEASES

10.1 Proposal Releases

On the Effective Date, (i) the Debtor (ii) Links UK (iii) the Liquidators (whether in their capacity as liquidators of Links UK, as former administrators of Links UK or otherwise (iv) Teneo Restructuring Limited, and (v) the Proposal Trustee, and in the case of (i) through (v) each and every present and former shareholder, affiliate, subsidiary, director, officer (including the Directors and Officers), member, partner, employee, auditor, financial advisor, legal counsel and agent of any of the foregoing Persons (collectively, in their capacity as such, being herein referred to individually as a "**Released Party**" and all referred to collectively as "**Released Parties**") shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, including claims for contribution or indemnity which any Creditor or other Person may be entitled to assert, including claims that are liquidated, unliquidated, fixed, contingent, matured, unmatured, legal, equitable, present, future, known, unknown, disputed, undisputed or whether by guarantee, by surety, by subrogation or otherwise incurred and whether or not such a right is executory in nature, including, for greater certainty, any Claim against the Debtor for indemnification by any Director or Officer, Links UK, or the Liquidators (whether in their capacity as liquidators of Links UK, as former administrators of Links UK or otherwise) based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, negligence, breach of fiduciary duty, dealing or other occurrence existing or taking place on or prior to the Effective Date that constitute or are in any way relating to, arising out of or in connection with any Claims, and any indemnification obligations with respect thereto, the business and affairs of the Debtor whenever or however conducted, the administration and/or management of the Debtor, the Proposal, or any document, instrument, matter or transaction

involving the Debtor taking place in connection with the Proposal (referred to collectively as the "**Released Claims**"), shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, all to the fullest extent permitted by governing law; provided that nothing herein will waive, discharge, release, cancel or bar (a) the right to enforce the Debtor's obligations under the Proposal, or (b) any D&O Claim that is not permitted to be released pursuant to section 50(14) of the Act.

10.2 Release of D&O Claims

All Released D&O Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without consideration on the Effective Date. For greater certainty, any Claim of a Director or Officer against the Debtor for indemnification or contribution in respect of any D&O Claim shall be treated for all purposes under the Proposal as a Claim and will be compromised, released, discharged, cancelled and barred.

ARTICLE 11 — GENERAL

11.1 Reviewable Transactions

The provisions of Sections 95 to 101, inclusively, of the Act and any similar provision of any federal or provincial statute shall not apply to this Proposal.

11.2 Further Assurances

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

11.3 Governing Law

This Proposal will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11.4 Annulment

If the Proposal is annulled by an Order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of the applicable Creditors

11.5 Report of the Proposal Trustee

The Proposal Trustee will prepare a report on the Proposal, which will be filed with the Official Receiver and the Court, and distributed to Creditors pursuant to the Act.

* * * * *

DATED at the City of Toronto, in the Province of Ontario, this 15th day of August, 2022.

LINKS OF LONDON (CANADA) LIMITED

DocuSigned by:

F86E1288858744A

Per: Amber Klaehn, Chief Executive Officer

Appendix "C"

District of: Ontario
Division No. 09-Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 33
Notice of Intention To Make a Proposal
(Subsection 50.4.(1) of the Act)


IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

Preliminary list of creditors with claims of \$250 or more as at July 20, 2022, as per records of Links of London (Canada)
Limited without admission as to any liability or privilege herein

UNSECURED CREDITOR	ADDRESS	CITY	PROVINCE/STATE	PC/ZC	COUNTRY	AMOUNT
BELL CANADA	P.O. BOX 9000 STN DON MILLS	NORTH YORK	ON	M3C 2X7	CANADA	2,712.48
BENNETT JONES	4500 BANKERS HALL EAST, 855 - 2ND STREET SW	CALGARY	AB	T2P 4K7	CANADA	17,033.63
CANADA REVENUE AGENCY	4695 SHAWINIGAN-SUD BOULEVARD	SHAWINIGAN	QC	G9P 5H9	CANADA	1.00
CLEAN SCENE	13-47 RACINE ROAD	ETOBICOKE	ON	M9W 6B2	CANADA	949.20
DAVIES WARD PHILLIPS & VINEBERG LLP	155 WELLINGTON STREET WEST	TORONTO	ON	M5V 3J7	CANADA	5,695.00
DGA SECURITY SYSTEMS, INC.	PO BOX 1920	NEW YORK	NY	10101-1920	USA	14,386.37
FEDEX	5985 EXPLORER DRIVE	MISSISSAUGA	ON	L4W 5K6	CANADA	5,116.72
GOOGLE	111 RICHMOND STREET WEST	TORONTO	ON	M5H 2G4	CANADA	1,089.86
LINKS (LONDON) LIMITED	155 WELLINGTON STREET WEST	TORONTO	ON	M5V 3J7	CANADA	5,110,001.00
LINKS OF LONDON INC. C/O DAVID W. CARICKHOFF, JR., ESQ.	300 DELAWARE AVENUE SUITE 1100	WILMINGTON	DE	19801	USA	1.00
MINISTRY OF FINANCE (BC)	PO BOX 9417, STN PROV GOVT	VICTORIA	BC	V8W 9V1	CANADA	1.00
MINISTRY OF FINANCE (ONTARIO)	33 KING STREET WEST	OSHAWA	ON	L1H 8H5	CANADA	1.00
NKPR INC	312 ADELAIDE STREET WEST, SUITE 100	TORONTO	ON	M5V 1R2	CANADA	1.00
RAKUTEN MARKETING LLC	6985 S UNION PARK CENTER, SUITE 300	MIDVALE	UT	84047	USA	678.96
SCENTAIR TECHNOLOGIES, LLC	3810 SHUTTERFLY RD STE 900	CHARLOTTE	NC	28217-3071	CANADA	495.00
TEMPLETON DOC LIMITED PARTNERSHIP (MCARTHURGLEN MANAGEMENT VANCOUVER LTD)	1000-7899 TEMPLETON STATION ROAD	RICHMOND	BC	V7B 0B7	CANADA	3,029.00
THE VITAL GROUP	245 CARLAW AVE., SUITE 409	TORONTO	ON	M4M 2S1	CANADA	774.05
THOMPSON DORFMAN SWEATMAN	242 HARGRAVE STREET, SUITE 1700	WINNIPEG	MB	R3C 0V1	CANADA	2,228.79
TORONTO HYDRO	14 CARLTON STREET	TORONTO	ON	M5B 1K5	CANADA	631.92
TOTAL UNSECURED CREDITORS						5,164,826.99

*An amount of \$1.00 indicates that the amount due is undetermined or unknown

** USD balances are converted to CAD at the rate of 1.3


Amber Klaghn, Director

Appendix "D"

Links of London (Canada) Limited
Consolidated Statement of Cash Flow
For the 13-weeks ending October 22, 2022
SCAD '000s

	Notes	Weeks Ending												Total	
		24-Jul-22	31-Jul-22	7-Aug-22	14-Aug-22	21-Aug-22	28-Aug-22	4-Sep-22	11-Sep-22	18-Sep-22	25-Sep-22	2-Oct-22	9-Oct-22		16-Oct-22
Receipts	1 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements															
Payroll	3	-	5	-	-	-	-	3	-	-	-	2	-	-	10
Other general costs	4	-	7.5	-	-	-	-	7.5	-	-	-	7.5	-	-	23
Professional Fees	5	-	30	-	-	-	-	20	-	-	-	15	-	-	65
		-	43	-	-	-	-	31	-	-	-	25	-	-	98
Net Cash Flow		-	(43)	-	-	-	-	(31)	-	-	-	(25)	-	-	(98)
Opening Cash		365	365	322	322	322	322	322	292	292	292	292	267	267	365
Net Cash Flow		-	(43)	-	-	-	-	(31)	-	-	-	(25)	-	-	(98)
Ending Cash		365	322	322	322	322	322	292	292	292	292	267	267	267	267

UNAUDITED CASH FLOW FORECAST PREPARED BY MANAGEMENT, MUST BE READ IN CONJUNCTION WITH THE NOTES AND ASSUMPTIONS & PROPOSAL TRUSTEE'S REPORT ON THE CASH FLOW STATEMENT


Amber Klaehn, Director

25-Jul-22
Date


Alvarez & Marsal Canada Inc.
Per: Greg Karpel
Senior Vice-President

25-Jul-22
Date

In the Matter of the Notice of Intention to Make a Proposal of
Links of London (Canada) Limited
of the City of Toronto, in the Province of Ontario

**Notes to the Consolidated Statement of Cash Flow for the 13-
Week Period ending October 22, 2022**

Purpose and General Assumptions of the Cash Flow Statement

1. Links of London (Canada) Limited (the "**Company**") has prepared this Cash Flow Statement and the accompanying Notes to the Cash Flow Statement (collectively the "**Cash Flow Statement**") in support of the proposal proceedings that has been filed under the Bankruptcy and Insolvency Act ("**BIA**") on July 20, 2022.

Alvarez & Marsal Canada Inc. is the Proposal Trustee in this matter (the "**Proposal Trustee**"). The Cash Flow Statement should be read in conjunction with the Report on Cash Flow Statement by the Company (Form 30 under the BIA) and also with the Proposal Trustee's Report on Cash Flow Statement (Form 29 under the BIA).

The Company has prepared the Cash Flow Statement based on probable and hypothetical assumptions that reflect the Company's planned course of action for the period from July 24 to October 22, 2022 (the "**Cash Flow Period**"). Management is of the opinion that, as at the date of filing the Cash Flow Statement, the assumptions used to develop the projection represent the most probable set of economic conditions facing the Company and that the assumptions used proved a reasonable basis for and are consistent with the purpose of the Cash Flow Statement.

The Cash Flow Statement has been developed pursuant to subsection 50 (6) of the BIA and is in support of these BIA proceedings. The information contained in the Cash Flow Statement is subject to changing assumptions and/or receipt of new or additional information; actual results may vary.

This Cash Flow Statement should not be used for any other purpose, and creditors are cautioned that the information provided in the Cash Flow Statement could vary based on changing future circumstances.

The projected cash flow statement is prepared in Canadian dollars.

Hypothetical and Probable Assumptions of the Cash Flow Statement

2. The business is no longer operating in the normal course, as such cash receipts are projected to be nil.
3. Forecast director fees to be paid to the Company's Director for services provided to the Company pursuant to a Director Retention and Compensation Agreement effective July 7, 2022.
4. Represents other general costs and expenses.
5. Professional fees include the ongoing professional fees and expenses of the Company's legal counsel and those of the Proposal Trustee and its legal counsel.

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-2849223
Estate No.: 31-2849223

FORM 29

Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Links of London (Canada) Limited
of the City of Toronto, in the Province of Ontario

The attached statement of projected cash flow of Links of London (Canada) Limited, as of the 25th day of July, 2022, consisting of a 13-week cash flow statement and accompanying notes and assumptions, has been prepared by the management of the insolvent debtor for the purpose described in Note 1, using the probable and hypothetical assumptions set out in Notes 2-5.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied to us by the management and employees of the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- a) the hypothetical assumptions are not consistent with the purpose of the projection;
- b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in Note 1, and readers are cautioned that it may not be appropriate for any other purpose.

Dated at Toronto, Ontario, this 25th day of July 2022.



Alvarez & Marsal Canada Inc., solely in its capacity
as Proposal Trustee of Links of London (Canada) Limited,
and not in its corporate or personal capacity

Per: Greg Karpel, Senior Vice-President

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-2849223
Estate No.: 31-2849223

FORM 30

Report on Cash-Flow Statement by the Person Making the Proposal (Paragraphs 50(6)(c)
and 50.4(2)(c) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Links of London (Canada) Limited
of the City of Toronto, in the Province of Ontario


The management of Links of London (Canada) Limited (the "Company") has developed the assumptions and prepared the attached statement of projected cash flow of the Company, as of the 25th day of July 2022, consisting of a 13-week cash flow statement and accompanying notes and assumptions.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in Note 1 attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in Notes 2-5 attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto, Ontario, this 25th day of July 2022.


Amber Klaehn, Director

Certificate of Filing



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

In the Matter of the Proposal of:

Links of London (Canada) Limited

Debtor

ALVAREZ & MARSAL CANADA INC.

Licensed Insolvency Trustee

Date of Proposal:	August 15, 2022	Security:	\$
Meeting of Creditors:	September 01, 2022, 11:00 MS Teams Video Conference Dial: 1-647-749-7010 ID: 450 469 061 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF FILING OF A PROPOSAL - Section 62

-- AMENDED --

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that:

- a proposal in respect of the aforementioned debtor was filed under section 62 of the *Bankruptcy and Insolvency Act*.

The aforementioned trustee is required:

- to provide to me, without delay, security in the aforementioned amount; and
- to send to all creditors, at least ten days prior to the meeting, a notice of a meeting of creditors, which will be held at the aforementioned time and place.

Date: August 22, 2022, 08:57

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

Proof of Claim, Proxy and Voting Letter Forms



District of Ontario
Division No. 09 - Toronto
Court No.: 31-2849223
Estate No.: 31-2849223

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**Instructions to
Creditors Proof of
Claim Form**

General

Creditors are required to file their claims with the Trustee prior to the time appointed for the meeting of creditors in order to be eligible to vote.

The proper name of the claimant and its complete address, to which all notices or correspondence are to be forwarded, must be shown.

The proof of claim form must be completed by a person, not by a corporation. The person completing the proof of claim form on behalf of a corporation shall indicate his official capacity, such as "Credit Manager", "Secretary", "Authorized Agent", etc.

A proper proof of claim must be supported by a Statement of Account, marked "A", providing details, such as date, invoice numbers and amounts owing, the total of which agrees with the amount indicated on the claim.

All sections of the proof of claim must be completed. Any non-applicable wording should be crossed out. The signature of the creditor or declarant on the claim must be witnessed.

Paragraph 3

A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and the amount of all credits or payment. A statement of account is not complete if it begins with an amount brought forward.

Paragraph 4

The individual completing the proof of claim must strike out those subsections which do not apply.

- **Paragraph A** applies to the ordinary unsecured claims. In addition to recording the amount of the claim, please indicate whether the claim has a priority pursuant to section 136 of the Act, a copy of which can be assessed here:
<https://laws-lois.justice.gc.ca/eng/acts/b-3/section-136.html>
- **Paragraph B** applies to lessor claims in a commercial proposal. Please ensure

that the claim applies to a commercial proposal and, if so, include the full particulars of the claim.

- **Paragraph C** applies to secured claims. Please indicate the dollar value of the security and attach copies of the security documents. In addition, please attach copies of the security registration, where appropriate.
- **Paragraph D** applies to inventory claims of farmers, fisherman and aquaculturists. Please note that such claims apply only to inventory supplied from farmers, fishermen and aquaculturists within 15 (fifteen) days of the date of bankruptcy or first day on which there was a receiver. In addition, please attach copies of any applicable sales agreement and delivery slips.
- **Paragraph E** applies to claims by wage earners. Please note that such claims apply only for unpaid wages owed upon bankruptcy of an employer or when the employer becomes subject to a receivership.
- **Paragraph F** applies to claims against directors. Please note that such claims apply only to directors of corporations that have filed a commercial proposal to creditors that includes a compromise of statutory claims against directors.
- **Paragraph G** applies to claims of customers of a bankrupt securities firm. Please ensure that the claim of the customer is for net equity and, if so, include the full particulars of the claim, including the calculations upon which the claim is based.

In order to prepare its claim, the creditor should refer to the Bankruptcy and Insolvency Act, copy of which is accessible at <https://laws-lois.justice.gc.ca/eng/acts/b-3/>.

Paragraph 5

All claimants must indicate whether or not they are related to the debtor, as defined by the *Bankruptcy & Insolvency Act*, by filling out “ARE” or “ARE NOT”.

Paragraph 6

All claimants must attach a detailed list of all payments or credits received or granted, as follows:

- a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
- b) within the twelve (12) months preceding the bankruptcy or proposal, in the case where the claimant and the debtor are related.

Voting/Proxy

Any unsecured creditor may vote in person or by proxy, but when a proxy is attending the meeting, he must be so appointed by the creditor. When the creditor is a corporation, the person attending the

meeting of the creditors, including the declarant, must be appointed proxy by an officer of the corporation having status to make such an appointment.

Note

Section 201(1) of the *Bankruptcy & Insolvency Act* states: “Where a creditor, or a person claiming to be a creditor, in any proceedings under this Act, willfully and with intent to defraud, makes any false claim or any proof, declaration or statement of account, that is untrue in any material particular, he is guilty of an offence and is liable on summary conviction to a fine not exceeding one thousand dollars, or to imprisonment for a term not exceeding one year, or both.”

Trustee Contact Details

Alvarez & Marsal Canada Inc.
Attention: Esther Mann
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2900
M5J 2J1 Toronto, Ontario
Phone: 416-847-5186
Fax: 416-847-5201
Email: esther.mann@alvarezandmarsal.com





District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-2849223
Estate No.: 31-2849223

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED
OF THE CITY OF TORONTO, OF THE PROVINCE OF ONTARIO**

FORM 31

Proof of Claim

**(Section 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and
paragraphs 51(1)(e) and 66.14(b) of the Act)**

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the proposal of Links of London (Canada) Limited of the city of Toronto in the province of Ontario
and the claim of

_____, creditor.

I, _____ (name of creditor or representative of the creditor),
of _____ (city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am _____
(state position or title) of _____ (name of creditor or representative of the creditor)).
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the notice of intention to make a proposal, namely the 20th day of July, 2022 and still is, indebted to the creditor in the sum of \$_____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

☐ **A. UNSECURED CLAIM OF \$ _____**

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description)

☐ Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of \$ _____, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim.)

☐ **B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____**

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows

(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **C. SECURED CLAIM OF \$ _____**

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

☐ **D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____**

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____

(Attach a copy of sales agreement and delivery receipts.)

☐ **E. CLAIM BY WAGE EARNER OF \$ _____**

☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,

☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,

☐ **F. CLAIM AGAINST DIRECTOR \$ _____**

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

☐ **G. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____**

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ is/is not) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/ have not/ has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (Provide details of payments, credits and transfers at undervalue.)

Dated at _____, this _____ day of _____.

Witness

Creditor

Phone Number:

Fax Number:

Email Address:



NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.



District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-2849223
Estate No.: 31-2849223

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

FORM 36

**Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and
66.15(3)(b) of the Act)**

I, _____ (name of creditor), of _____ (name of
town or city), a creditor in the above matter, hereby appoint _____,
of _____, to be my proxyholder in the above matter, except
as to the receipt of dividends, with (or without) power to appoint another proxyholder in his or her
place.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Name of Corporate Creditor

Per:

Name and Title of Signing Officer



District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-2849223
Estate No.: 31-2849223

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

FORM 37

**Voting Letter
(Paragraph 51 (1)(f) of the Act)**

I, _____ (name of creditor), (or I, _____
(representative of _____, creditor), of _____ (name of town or city), a
creditor in the above matter for the sum of \$ _____, hereby requires the trustee acting with respect to the
proposal of Links of London (Canada) Limited, to record my vote _____ (for or against) the acceptance of the
proposal as made on the 15th day of August 2022.

Dated at _____, this _____ day of _____.

Witness

Individual Creditor

Name of Corporate Creditor

Per:

Name and Title of Signing Officer

Statement of Affairs

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2849223
 Estate No. 31-2849223

☒ Original

☐ Amended

-- Form 78 --

Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 15th day of August 2022. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	5,164,826.98	1. Inventory	0.00
Balance of secured claims as per list "B"	0.00	2. Trade fixtures, etc.	0.00
Total unsecured creditors	5,164,826.98	3. Accounts receivable and other receivables, as per list "E"	
		Good	0.00
2. Secured creditors as per list "B"	0.00	Doubtful	0.00
		Bad	0.00
3. Preferred creditors as per list "C"	0.00	Estimated to produce	0.00
4. Contingent, trust claims or other liabilities as per list "D"	0.00	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
estimated to be reclaimable for		5. Deposits in financial institutions	0.00
Total liabilities	5,164,826.98	6. Cash	364,985.62
Surplus	NIL	7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	0.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00
		If debtor is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	364,985.62
		Deficiency	4,799,841.36

I, Amber Klaehn, of the city of Toronto in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 15th day of August 2022 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) remotely by Amber Klaehn stated as being located in the city of Toronto in the Province of Ontario before me at the city of Toronto in the Province of Ontario, on this 15th day of August 2022 in accordance with provincial Regulation on Administering Oath or Declaration Remotely.

DocuSigned by:

Matilda Lici

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Matilda Lici, Commissioner of Oaths
 For the Province of Ontario

DocuSigned by:

Amber Klaehn

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Amber Klaehn

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2849223
 Estate No. 31-2849223

FORM 78 -- Continued

List "A"
 Unsecured Creditors

Links of London (Canada) Limited

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	BELL CANADA	P.O. BOX 9000 STN DON MILLS NORTH YORK ON M3C 2X7	2,712.48	0.00	2,712.48
2	BENNETT JONES	4500 BANKERS HALL EAST, 855 - 2ND STREET SW CALGARY AB T2P 4K7	17,033.63	0.00	17,033.63
3	CANADA REVENUE AGENCY	4695 SHAWINIGAN-SUD BOULEVARD SHAWINIGAN QC G9P 5H9	1.00	0.00	1.00
4	CLEAN SCENE	13-47 RACINE ROAD ETOBICOKE ON M9W 6B2	949.20	0.00	949.20
5	DAVIES WARD PHILLIPS & VINEBERG LLP	155 WELLINGTON STREET WEST TORONTO ON M5V 3J7	5,695.00	0.00	5,695.00
6	DGA SECURITY SYSTEMS, INC.	PO BOX 1920 NEW YORK NY 10101-1920 USA	14,386.37	0.00	14,386.37
7	FEDEX	5985 EXPLORER DRIVE MISSISSAUGA ON L4W 5K6	5,116.72	0.00	5,116.72
8	GOOGLE	111 RICHMOND STREET WEST TORONTO ON M5H 2G4	1,089.86	0.00	1,089.86
9	LINKS (LONDON) LIMITED	155 WELLINGTON STREET WEST TORONTO ON M5V 3J7	5,110,001.00	0.00	5,110,001.00
10	LINKS OF LONDON INC. C/O DAVID W. CARICKHOFF, JR., ESQ.	300 DELAWARE AVENUE SUITE 1100 WILMINGTON DE 19801 USA	1.00	0.00	1.00
11	MINISTRY OF FINANCE (BC)	PO BOX 9417, STN PROV GOVT VICTORIA BC V8W 9V1	1.00	0.00	1.00
12	MINISTRY OF FINANCE (ONTARIO)	33 KING STREET WEST OSHAWA ON L1H 8H5	1.00	0.00	1.00
13	NKPR INC	312 ADELAIDE STREET WEST, SUITE 100 TORONTO ON M5V 1R2	1.00	0.00	1.00
14	RAKUTEN MARKETING LLC	6985 S UNION PARK CENTER, SUITE 300 MIDVALE UT 84047 USA	678.96	0.00	678.96
15	SCENTAIR TECHNOLOGIES, LLC	3810 SHUTTERFLY RD STE 900 CHARLOTTE NC 28217-3071	495.00	0.00	495.00
16	TEMPLETON DOC LIMITED PARTNERSHIP (MCARTHURGLEN MANAGEMENT VANCOUVER LTD)	1000-7899 TEMPLETON STATION ROAD RICHMOND BC V7B 0B7	3,029.00	0.00	3,029.00
17	THE VITAL GROUP	245 CARLAW AVE., SUITE 409 TORONTO ON M4M 2S1	774.05	0.00	774.05
18	THOMPSON DORFMAN SWEATMAN	242 HARGRAVE STREET, SUITE 1700 WINNIPEG MB R3C 0V1	2,228.79	0.00	2,228.79
19	TORONTO HYDRO	14 CARLTON STREET TORONTO ON M5B 1K5	631.92	0.00	631.92
Total:			5,164,826.98	0.00	5,164,826.98

15-Aug-2022

Date

DocuSigned by:

Amber Klaehn

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Amber Klaehn

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 78 -- Continued

List "B"
Secured Creditors

Links of London (Canada) Limited

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
Total:			0.00			0.00	0.00	0.00

15-Aug-2022

Date

DocuSigned by:

Amber Klaehn

E86F1288858744A

Amber Klaehn

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 78 -- Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

Links of London (Canada) Limited

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

15-Aug-2022

Date

DocuSigned by:
Amber Klaehn
E86E1288858744A...
Amber Klaehn

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 78 -- Continued

List "D"
Contingent or Other Liabilities

Links of London (Canada) Limited

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

15-Aug-2022

Date

DocuSigned by:

Amber Klaehn

E86E1288858744A

Amber Klaehn

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 78 -- Continued

List "E"
Debts Due to the Debtor

Links of London (Canada) Limited

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
Total:				0.00 0.00 0.00			0.00	

15-Aug-2022

Date

DocuSigned by:

Amber Klaehn

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Amber Klaehn

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 78 -- Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Links of London (Canada) Limited

No.	Name of all promissory, acceptors, endorers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

15-Aug-2022

Date

DocuSigned by:

Amber Klaehn

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Amber Klaehn

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 78 -- Continued

List "G"
Real Property or Immovables Owned by Debtor

Links of London (Canada) Limited

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

15-Aug-2022

Date

DocuSigned by:

Amber Klaehn

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Amber Klaehn

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 78 -- Concluded

List "H"
Property

Links of London (Canada) Limited
FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand		Cash on hand	364,985.62	364,985.62
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other			0.00	0.00
			Total:	364,985.62

15-Aug-2022

Date

DocuSigned by:

Amber Klaehn

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Amber Klaehn

Schedule of Creditors Claim

District of: Ontario
Division No. 09-Toronto
Court No. 31-2849223
Estate No. 31-2849223

FORM 33
Notice of Intention To Make a Proposal
(Subsection 50.4.(1) of the Act)


IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
LINKS OF LONDON (CANADA) LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

Preliminary list of creditors with claims of \$250 or more as at July 20, 2022, as per records of Links of London (Canada)
Limited without admission as to any liability or privilege herein

UNSECURED CREDITOR	ADDRESS	CITY	PROVINCE/STATE	PC/ZC	COUNTRY	AMOUNT
BELL CANADA	P.O. BOX 9000 STN DON MILLS	NORTH YORK	ON	M3C 2X7	CANADA	2,712.48
BENNETT JONES	4500 BANKERS HALL EAST, 855 - 2ND STREET SW	CALGARY	AB	T2P 4K7	CANADA	17,033.63
CANADA REVENUE AGENCY	4695 SHAWINIGAN-SUD BOULEVARD	SHAWINIGAN	QC	G9P 5H9	CANADA	1.00
CLEAN SCENE	13-47 RACINE ROAD	ETOBICOKE	ON	M9W 6B2	CANADA	949.20
DAVIES WARD PHILLIPS & VINEBERG LLP	155 WELLINGTON STREET WEST	TORONTO	ON	M5V 3J7	CANADA	5,695.00
DGA SECURITY SYSTEMS, INC.	PO BOX 1920	NEW YORK	NY	10101-1920	USA	14,386.37
FEDEX	5985 EXPLORER DRIVE	MISSISSAUGA	ON	L4W 5K6	CANADA	5,116.72
GOOGLE	111 RICHMOND STREET WEST	TORONTO	ON	M5H 2G4	CANADA	1,089.86
LINKS (LONDON) LIMITED	155 WELLINGTON STREET WEST	TORONTO	ON	M5V 3J7	CANADA	5,110,001.00
LINKS OF LONDON INC. C/O DAVID W. CARICKHOFF, JR., ESQ.	300 DELAWARE AVENUE SUITE 1100	WILMINGTON	DE	19801	USA	1.00
MINISTRY OF FINANCE (BC)	PO BOX 9417, STN PROV GOVT	VICTORIA	BC	V8W 9V1	CANADA	1.00
MINISTRY OF FINANCE (ONTARIO)	33 KING STREET WEST	OSHAWA	ON	L1H 8H5	CANADA	1.00
NKPR INC	312 ADELAIDE STREET WEST, SUITE 100	TORONTO	ON	M5V 1R2	CANADA	1.00
RAKUTEN MARKETING LLC	6985 S UNION PARK CENTER, SUITE 300	MIDVALE	UT	84047	USA	678.96
SCENTAIR TECHNOLOGIES, LLC	3810 SHUTTERFLY RD STE 900	CHARLOTTE	NC	28217-3071	CANADA	495.00
TEMPLETON DOC LIMITED PARTNERSHIP (MCARTHURGLEN MANAGEMENT VANCOUVER LTD)	1000-7899 TEMPLETON STATION ROAD	RICHMOND	BC	V7B 0B7	CANADA	3,029.00
THE VITAL GROUP	245 CARLAW AVE., SUITE 409	TORONTO	ON	M4M 2S1	CANADA	774.05
THOMPSON DORFMAN SWEATMAN	242 HARGRAVE STREET, SUITE 1700	WINNIPEG	MB	R3C 0V1	CANADA	2,228.79
TORONTO HYDRO	14 CARLTON STREET	TORONTO	ON	M5B 1K5	CANADA	631.92
TOTAL UNSECURED CREDITORS						5,164,826.99

*An amount of \$1.00 indicates that the amount due is undetermined or unknown

** USD balances are converted to CAD at the rate of 1.3


Amber Klaghn, Director