

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE) FRIDAY THE 15TH
)
MADAM JUSTICE GRAMMOND) DAY OF MAY, 2026

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF WAREHOUSE ONE CLOTHING LTD.

(the "**Applicant**")

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

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCA**")¹, was heard this day at the Law Courts Building at 408 York Avenue, in the City of Winnipeg, in the Province of Manitoba.

ON READING the Affidavit of Shamsh Kassam sworn May 1, 2026 and the Exhibits thereto (the "**First Kassam Affidavit**"), the Pre-filing Report dated May 4, 2026 of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed Monitor, the First Report dated May 12, 2026 of A&M, in its capacity as monitor of the Applicant (the "**Monitor**"), and the Consent of A&M to act as Monitor and on being advised that the secured creditors who are likely to be affected by the charges

created herein were given notice, and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for Highgate Capital Ltd. ("**Senior Lender**" and "**DIP Lender**"), and WHO Industries Inc., R.I.S. Media Ltd. and Highgate Capital Ltd. (each an "**Affiliate Lender**"), no one appearing for any other interested parties although duly served as appears from the Affidavit of Service of Elenore Kesterke sworn May 14, 2026, and the Affidavit of Service of Erik Axell sworn May 14, 2026.

SERVICE

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

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to the terms of this Order and any further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees,

contractors, advisors, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the First Kassam Affidavit, or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that the Applicant shall be entitled, subject to the DIP Budget (as defined in the DIP Agreement as set out in paragraph 40 hereof), but not required, to pay the following expenses whether incurred prior to, on or after May 6, 2026 (the "**Filing Date**"):

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employment-related obligations, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

- (b) amounts owing for goods or services supplied to the Applicant prior to the Filing Date if, in the opinion of the Applicant with approval of the Monitor, such payment is necessary to maintain the uninterrupted operations of the Business;
- (c) until May 13, 2026, all outstanding or future amounts related to honouring gift cards issued before, on or after the Filing Date; and
- (d) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services;
- (b) payment for goods or services actually supplied to the Applicant following the Filing Date; and
- (c) employee retention and incentive payments made by the Applicant, with the consent of the Monitor and the DIP Lender, not to exceed \$350,000 in the aggregate.

8. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which

are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the Filing Date, or where such Sales Taxes were accrued or collected prior to the Filing Date but not remitted until on or after the Filing Date, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that until a real property lease (each, a "**Lease**") is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under such Lease (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord (each, a "**Landlord**") under the Lease) or as otherwise may be negotiated between the Applicant and the Landlord from time to time ("**Rent**"), twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears), except for any component of Rent which is percentage rent, which percentage rent shall be calculated based on applicable revenues received by the Applicant from and after the Filing Date and shall be paid in accordance with the terms of the applicable Lease. Rent for the period commencing from the Filing Date and ending on May 14, 2026 shall be paid by the Applicant promptly following the Filing Date.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of the Filing Date; (b) to grant no security interests, trusts, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

WIND-DOWN AND REALIZATION PROCESS

11. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$75,000 in any one transaction or \$300,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;
- (c) disclaim any of their arrangements or agreements of any nature (including any Lease), whether oral or written, as the Applicant deems appropriate in accordance with section 32 of the CCAA;
- (d) with the assistance of the Monitor, pursue all avenues or opportunities for any sale, assignment, restructuring or other transaction in respect of the Business or Property (including, without limitation, any leasehold interests, intellectual property or corporate attributes of the Applicant), in whole or in part, including pursuant to any marketing process conducted by the Monitor or bidding procedures letter circulated to potentially interested parties identified by the Applicant and the Monitor, provided that completion of any such sale, assignment, restructuring or other transaction

shall be subject to prior approval of this Court being obtained (except as otherwise permitted in accordance with the terms of this Order); and

- (e) Notwithstanding subsections (a), (c) and (d) above, with respect to any real property leased premises, the Applicant may, subject to the requirements of the CCAA, vacate, abandon or quit the whole, but not part, of any leased premises and may permanently, but not temporarily, cease, downsize or shut down its operations in such leased premises;

all of the foregoing to permit the Applicant to proceed with an orderly wind-down and realization process for the Business.

12. THIS COURT ORDERS that the Consulting Agreement dated May 6, 2026 (the "**Consulting Agreement**") between the Applicant and Gordon Brothers Canada (ULC) the "**Consultant**") and the consulting services contemplated thereunder are hereby approved and authorized, and that the execution of the Consulting Agreement by the Applicant is hereby approved, authorized and ratified, *nunc pro tunc*, with such minor amendments to the Consulting Agreement as the Consultant and the Applicant, with the consent of the Monitor, may agree in writing. Notwithstanding the foregoing, the body of the Sale Guidelines (as defined below) may only be amended by further Order of this Court. Subject to the provisions of this Order, the Applicant is authorized to take any action as may be necessary or desirable to implement the Consulting Agreement and the transactions contemplated therein.

13. THIS COURT ORDERS that the Applicant is authorized and directed to pay to the consultant all fees, expenses, disbursements and other payments to which the Consultant may become entitled pursuant to the Consulting Agreement (including, subject to the terms of the Consulting Agreement, the Special Purpose Payment as defined in the Consulting Agreement), and that all such payments shall be paid to, and received by, the Consultant free and clear of all claims and Encumbrances (as defined below), whether or not such claims and Encumbrances have attached or been perfected, registered or filed and whether secured, unsecured, quantified or

unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims and Encumbrances arose or came into existence prior to, on or following the Filing Date (in each case, whether contractual, statutory, arising by operation of law, in equity or otherwise), including, without limitation, the Charges (as defined below) (all of the foregoing being collectively, the "**Claims**").

14. THIS COURT ORDERS that the sale guidelines attached hereto as Schedule "A" (the "**Sale Guidelines**") are hereby approved and ratified and that the Applicant, with the assistance of the Consultant, is authorized to conduct the Sale in accordance with this Order, the Sale Guidelines and the Consulting Agreement and to advertise and promote the Sale within the Stores (as defined in the Sale Guidelines) in accordance with the Sale Guidelines. If there is a conflict between this Order, the Sale Guidelines and the Consulting Agreement, the order of priority of documents to resolve each conflict is as follows: (1) this Order, (2) the Sale Guidelines, and (3) the Consulting Agreement.

15. THIS COURT ORDERS that the Applicant, with the assistance of the Consultant, is authorized to sell the merchandise and FF&E (as defined in the Sale Guidelines) in accordance with the Sale Guidelines on a "final sale" and/or "as is basis", free and clear of all Claims.

16. THIS COURT ORDERS that until the applicable Vacate Date (as defined in the Sale Guidelines) for each Store (which Vacate Date shall, subject to an agreement with the applicable landlord to an alternate date, be no later than August 21, 2026), the Consultant shall have access to such Store in accordance with the applicable Lease, in each case in accordance with the Sale Guidelines and on the basis that the Consultant is assisting the Applicant and the Applicant has granted its right of access to the Store to the Consultant. To the extent that the terms of a Lease are in conflict with any term of this Order or the Sale Guidelines, the terms of this Order and the Sale Guidelines shall govern.

17. THIS COURT ORDERS that nothing in the Consulting Agreement or the Sale Guidelines shall amend or vary, or be deemed to amend or vary, the terms of any Lease. Nothing contained in this Order or in the Sale Guidelines shall be construed to create or impose upon the Applicant any additional restrictions not contained in any Lease.

18. THIS COURT ORDERS that the Applicant shall provide each of the relevant Landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant Landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the Landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the Lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such Landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days' notice to such Landlord and any such secured creditors. If the Applicant disclaims the Lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such Lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the Lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

19. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant Landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such Landlord may have against the Applicant in respect of such Lease or leased premises, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

20. THIS COURT ORDERS that until and including September 11, 2026 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

21. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

22. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

23. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements or arrangements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll services, insurance, transportation, freight and logistics services, customs clearing services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, suspending, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received from and after the Filing Date are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET-OFF

24. THIS COURT ORDERS that no Person may set off (or net) any claim that such Person has against the Applicant relating to the period prior to the Filing Date against any amount it owes to the Applicant relating to the period from and after the Filing Date, without the prior consent of the Applicant and the Monitor or leave of the Court.

NON-DEROGATION OF RIGHTS

25. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or

after the Filing Date, nor shall any Person be under any obligation on or after the Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

26. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

27. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or willful misconduct.

28. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,675,000, as security for the indemnity provided in paragraph 27 of this Order. The Directors' Charge shall have the priority set out in paragraphs 45 and 47 herein.

29. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that

they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 27 of this Order.

APPOINTMENT OF MONITOR

30. THIS COURT ORDERS that A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

31. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination to the DIP Lender and its counsel of financial and other information as agreed to between the Applicant and the DIP Lender;
- (d) advise the Applicant in its preparation of the Applicant's cash flow results and the related reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly or as otherwise agreed to by the DIP Lender;

- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (f) liaise, advise and consult with the Applicant and Consultant with respect to the Sale and any matters relating to the Property and the Business;
- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (h) hold funds in trust or in escrow, to the extent required by the Applicant and agreed to by the Monitor; and
- (i) perform such other duties as are authorized by this Order or by this Court from time to time.

32. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

33. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the

disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, *The Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba), and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.

34. THIS COURT ORDERS that the Monitor shall provide any creditor of the Applicant and the DIP Lender with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

35. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor any of its employees or representatives shall incur any liability or obligation as a result of the Monitor's appointment or carrying out of the provisions of this Order, save and except for any gross negligence or willful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

36. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case

at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Applicant on a twice-monthly basis or at such other time as the Applicant and such Person may agree and, in addition, the Applicant is hereby authorized, *nunc pro tunc*, to have paid to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

37. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to an Associate Judge of this Honourable Court.

ADMINISTRATION CHARGE

38. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$750,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

DIP FINANCING

39. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Highgate Capital Ltd. (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that

borrowings under such credit facility shall not exceed the aggregate principal amount of \$3,000,000 unless permitted by further Order of this Court.

40. THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Applicant and the DIP Lender dated as of May 1, 2026 (the "**DIP Agreement**"), filed.

41. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the DIP Agreement, the "**Definitive Documents**"), as are contemplated by the DIP Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

42. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 45 and 47 hereof.

43. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender may (i) cease making advances to the Applicant, set off and/or consolidate any amounts owing

by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Definitive Documents or the DIP Lender's Charge, and make demand, accelerate payment and give other notices, and (ii) upon seven (7) days' notice to the Applicant and the Monitor, exercise any and all of its other rights and remedies against the Applicant or the Property under or pursuant to the Definitive Documents and the DIP Lender's Charge, including without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

44. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any Plan filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. THIS COURT ORDERS that the priorities of the Administration Charge, the DIP Lender's Charge and the Directors' Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$750,000);

Second – DIP Lender's Charge (to the maximum principal amount of \$3,000,000, plus all accrued interest and other amounts payable to the DIP Lender under the DIP Agreement); and

Third – Directors' Charge (to the maximum amount of \$1,675,000).

46. THIS COURT ORDERS that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

47. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, hypothecs, liens, mortgages, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, notwithstanding the order of perfection or attachment, provided, however, that the Charges shall not rank in priority to any Encumbrance arising pursuant to section 11.8(8) of the CCAA.

48. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor and the applicable chargees entitled to the benefit of the Charges (collectively, the "**Chargees**"), or further Order of this Court.

49. THIS COURT ORDERS that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable, and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to BIA or other applicable law, or any bankruptcy or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any

negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan document, contract, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, or the execution, delivery or performance of the Definitive Documents by the Applicant; and
- (c) the payments made by the Applicant pursuant to this Order or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

50. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

51. THIS COURT ORDERS that the Monitor shall (a) without delay, publish in the Winnipeg Free Press a notice containing the information prescribed under the CCAA, (b) within five days after the Filing Date, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and

(iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make publicly available the names, addresses and claims of individuals who are creditors unless otherwise ordered by the Court.

52. THIS COURT ORDERS that the Applicant and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or electronic transmission to the Applicant's creditors, employees or other interested parties at their respective addresses (including, with respect to employees, to the employee's corporate email address or personal email address) as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

53. THIS COURT ORDERS that counsel for the Applicant shall prepare and keep current a service list ("**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant; the Monitor; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Applicant to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Monitor at the address indicated in paragraph 54 herein. **For greater certainty, creditors and other interested Persons who have received notice in accordance with paragraph 51 of this Order and/or have been served in accordance with paragraph 52 of this Order, and who do not**

send a request, in writing, to counsel for the Applicant to be added to the Service List, shall not be required to be further served in these proceedings.

54. THIS COURT ORDERS that the Applicant, the Monitor, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its case website at: www.alvarezandmarsal.com/WarehouseOne. Service shall be deemed valid and sufficient if sent in this manner.

GENERAL

55. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

56. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

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

58. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

59. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

May 15, 2026

Justice
Grammond

Digitally signed by
Justice Grammond
Date: 2026.05.19
10:09:57 -05'00'

J.

I, CATHERINE HOWDEN, OF THE FIRM OF PITBLADO LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES: BRADLEY WIFFEN of GOODMAN LLP, COUNSEL FOR THE MONITOR ALVAREZ & MARSAL CANADA INC., JJ BURNELL OF MLT AIKINS LLP, COUNSEL FOR HIGHGATE CAPITAL LTD., WHO INDUSTRIES LTD. AND R.I.S. MEDIA LTD.

AS DIRECTED BY THE HONOURABLE MADAM JUSTICE GRAMMOND

SCHEDULE "A"
SALE GUIDELINES

See attached.

Sale Guidelines

The following procedures (the “**Sale Guidelines**”) shall apply to the sale of merchandise, inventory, furniture, fixtures and equipment (a “**Sale**”) to be conducted by Warehouse One Clothing Ltd. (the “**Applicant**”) at each retail store set out in **Schedule “A”** attached hereto (each a, “**Store**” and collectively, the “**Stores**”), with the assistance of Gordon Brothers Canada ULC (the “**Consultant**”), on the understanding that the Applicant may, in accordance with the Consulting Agreement, remove any retail store from Schedule “A” and thereby terminate the Sale at such Store.

Capitalized terms used but not defined in these Sale Guidelines shall have the meanings ascribed to them in the Amended and Restated Initial Order of the King’s Bench of Manitoba (Winnipeg Centre) (the “**Court**”) dated May 15, 2026 (as further amended and/or restated from time to time, the “**ARIO**”).

1. Except as otherwise expressly set out herein, and subject to: (i) the ARIO, approving the Consulting Agreement between the Applicant and the Consultant dated May 6, 2026 (the “**Consulting Agreement**”); (ii) the provisions of the *Companies’ Creditors Arrangement Act* (“**CCAA**”) and any further Order of the Court; and/or (iii) any subsequent written agreement between the Applicant and its applicable landlord(s) (individually, a “**Landlord**” and, collectively, the “**Landlords**”), the Sale shall be conducted in accordance with the terms of the applicable leases and/or other occupancy agreements for each of the affected Stores (individually, a “**Lease**” and, collectively, the “**Leases**”). However, nothing contained herein shall be construed to create or impose upon the Applicant or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each Store remains open during its normal hours of operation provided for in its respective Lease until the date on which such Lease is disclaimed in accordance with the ARIO and CCAA (which date shall be no later than August 21, 2026), or such other date on which the Store is vacated as may be agreed between the Applicant and the applicable Landlord (the “**Vacate Date**”). The Applicant will be entitled to start the Sale on the date the ARIO is approved by the Court. Rent payable under the respective Lease shall be paid as provided in the ARIO or as may be otherwise agreed by the Applicant and the applicable Landlord.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise authorized under the CCAA, the ARIO, these Sale Guidelines or otherwise ordered by the Court.
4. All display and hanging signs used by the Applicant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Applicant may advertise the Sale at the Stores as a “everything on sale”, “everything must go”, “store closing” and/or similar theme sale at the Stores (provided, however, that no signs shall advertise the Sale as a “bankruptcy”, a “liquidation” or a “going out of business” sale, unless otherwise agreed between the Applicant and applicable Landlord, it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon request from a Landlord or the Landlord’s

counsel, the Applicant or the Monitor shall provide the proposed signage packages along with proposed dimensions by e-mail to the applicable Landlord(s) or to their counsel of record and the applicable Landlord shall notify the Applicant of any requirement for such signage to otherwise comply with the terms of the Lease and/or these Sale Guidelines and where the provisions of the Lease conflict with these Sale Guidelines, these Sale Guidelines shall govern. The Applicant shall not use neon or day-glow signs or any handwritten signage (save that handwritten “you pay” or “topper” signs may be used). If a Landlord is concerned with “store closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Applicant and such Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, the Applicant shall be permitted to utilize exterior banners/signs at stand alone, strip mall or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the recipients listed in the service list in respect of these CCAA proceedings (the “**Service List**”). Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Applicant.

5. The Applicant shall be permitted to utilize sign-walkers and street signage; provided, however, that such sign-walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Applicant shall be entitled to include additional merchandise in the Sale, provided that: (i) the additional merchandise is owned by the Applicant, is currently in the possession of, or in the control of, the Applicant (including in its distribution centre), is in transit to the Applicant or a store, or is ordered by the Applicant no later than June 5, 2026 from an existing supplier in respect of existing SKUs; and (ii) the additional merchandise is of the type and quality typically sold in the Stores and is consistent with any restriction on the usage of the Stores as set out in the applicable Lease.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final” and customers with any questions or complaints are to contact the Applicant.
8. The Applicant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on a Landlord’s property, unless explicitly permitted by the applicable Lease or if distribution is customary in the shopping centre

in which the Store is located. Otherwise, the Applicant may solicit customers in the Stores themselves. The Applicant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or as otherwise agreed to by such Landlord.

9. On the applicable Vacate Date, the Applicant shall arrange that the premises for each Store are in "broom-swept" and clean condition and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than the FF&E (as defined below)) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the ARIO. Unless otherwise agreed with the applicable Landlord, any trade fixtures or personal property left at a Store after the applicable Vacate Date, in respect of which the applicable Lease has been disclaimed by the Applicant, shall be deemed abandoned. The applicable Landlord shall have the right to dispose of any goods left in the Store as the Landlord chooses, without any liability whatsoever on the part of such Landlord.
10. Subject to the terms of paragraph 9 above, and until the Vacate Date, the Applicant may also sell existing goods, furniture, trade fixtures, equipment and/or improvements to real property that are located in the Stores during the Sale and until the Vacate Date (collectively, the "**FF&E**"). For greater certainty, FF&E does not include any portion of a Store's mechanical, electrical, plumbing, security, HVAC, sprinkler, fire suppression, or fire alarm systems (including related fixtures and affixed equipment). The Applicant may advertise the sale of the FF&E consistent with these Sale Guidelines on the understanding that the applicable Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to such Landlord. Additionally, the purchasers of any FF&E sold during the Sale shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or through the front door of the Store during Store business hours if the FF&E can fit in a shopping bag, with the applicable Landlord's supervision if required by such Landlord and in accordance with the ARIO. The Applicant shall repair any damage to the Stores resulting from the removal of any FF&E by the Applicant or by third party purchasers of FF&E. Any FF&E not sold as at the Vacate Date shall be deemed abandoned, unless otherwise agreed in writing by the Applicant and the applicable Landlord.
11. The Applicant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
12. The Applicant hereby provides notice to the Landlords of its intention to sell and remove FF&E from the Stores. The Applicant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and

with any other Landlord that so requests, a walk-through with the designated store manager to identify any FF&E that is subject to the Sale. The relevant Landlord shall be entitled, upon request, to have a representative present in the applicable Store to observe such removal. If the relevant Landlord disputes the Applicant's entitlement to sell or remove any FF&E under the provisions of the applicable Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Applicant and such Landlord, or by further Order of the Court upon motion by the Applicant on at least two (2) business days' notice to such Landlord and the Monitor. If the Applicant has disclaimed the Lease governing such Store in accordance with the CCAA and the ARIO, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the CCAA and the ARIO), and the disclaimer of the Lease shall be without prejudice to the Applicant's claim to the FF&E in dispute.

13. During the Sale, the Landlord may show the affected Store to prospective tenants during normal business hours, on giving the Applicant and the Monitor at least twenty-four (24) hours' prior written notice, and at the effective date of the disclaimer, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Applicant or any of its affiliates in respect of such Lease or Store, provided that, nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
14. The Applicant and the Landlord shall have the same access rights to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
15. The Applicant shall not conduct any auctions of merchandise or FF&E at any of the Stores.
16. Should a dispute arise concerning the conduct of the Sale, the applicable Landlord is directed to contact the Monitor at: WarehouseOne@alvarezandmarsal.com. If the dispute cannot be resolved as among the applicable Landlord and the Applicant, with the assistance of the Monitor, the applicable Landlord or the Applicant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days' written notice to the other party or parties and the Monitor, during which time the Applicant shall suspend all activity in dispute other than activities expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, the Applicant shall not be required to take any such banner down pending determination of any dispute.
17. Nothing herein is, or shall be deemed to be, a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, grant to any Landlord any greater rights than already exist under the terms of any applicable Lease.
18. These Sale Guidelines may be amended on a Store-by-Store basis, by written agreement between the Applicant, and the applicable Landlord, with the consent of the Monitor.

SCHEDULE "A"

See attached.

Warehouse One & Bootlegger

Exhibit A

Store List

Store No.	Store No. 2	Store	Concept	Address	City	Prov	Postal Code	Square Ft
010023	0023	Centre Village Mall, AB	WH	1240 2A Ave North	Lethbridge	AB	T1H 0E4	3,057
010027	0027	Red Deer, AB	WH	5250 22 Street	Red Deer	AB	T4R 2T4	2,529
010031	0031	Southland Shopping Centre, AB	WH	2011 Strachan Rd Se	Medicine Hat	AB	T1B 0G4	3,688
010089	0089	Olds, AB	WH	6700 46 St	Olds	AB	T4H 0A2	2,735
010114	0114	Okotoks, AB	WH	201 Southridge Drive	Okotoks	AB	T1S 2E1	2,830
010130	0130	Sunridge Mall, AB	WH	2525 36 St Ne	Calgary	AB	T1Y 5T4	3,208
010155	0155	Crossiron Mills, AB	WH	261055 Crossiron Blvd	Rocky View	AB	T4A 0G3	2,972
010219	0219	Ranch Market, AB	WH	100 Ranch Market	Strathmore	AB	T1P 0A8	2,510
010223	0223	Lethbridge South, AB	WH	80 3728 Mayor Magrath Dr S	Lethbridge	AB	T1K 7V1	3,157
020677	0677	Crossiron Mills, AB	BT	Unit#644, 261055 Crossiron Blvd	Rocky View	AB	T4A 0G3	3,096
020694	0694	Medicine Hat, AB	BT	Unit #125+126, 3292 Dunmorre Road SE	Medicine Hat	AB	T1B 2R4	3,497
020732	0732	Park Place, AB	BT	Unit#E001-005, 501 First Avenue South	Lethbridge	AB	T1J 4L9	3,661
010176	0176	Swift Current, SK	WH-CB	Unit#409, 1 Springs Drive	Swift Current	SK	S9H 3X6	4,300
020176	0176	Swift Current, SK	BT-CB	Unit#409, 1 Springs Drive	Swift Current	SK	S9H 3X6	2,508
010179	0179	Parkland Mall, AB	WH-CB	Unit# 173, 4747-67th Street	Red Deer	AB	T1J 4L9	3,050
020179	0179	Parkland Mall, AB	BT-CB	Unit# 173, 4747-67th Street	Red Deer	AB	T1J 4L9	4,436
010077	0077	Sault Ste Marie, ON	WH	518 Great Northern Rd	Sault Ste. Marie	ON	P6B 4Z9	2,737
010156	0156	Cornwall Square, ON (Limited Lease)	WH	1 Water Street E.	Cornwall	ON	K6H 6M2	3,038
010164	0164	New Sudbury Centre, ON	WH-CONV	Unit#28F, 1349 LaSalle Blvd	Sudbury	ON	P3A 1Z2	3,047
010225	0225	Thunder Bay Centre, ON	WH	773 Memorial Ave	Thunder Bay	ON	P7B 3Z7	2,600
020346	0346	Inter City Mall, ON	BT	Unit#D9, 1000 Fort William Road	Thunbder Bay	ON	P7B 6B9	4,444
020406	0406	Georgian Mall, ON	BT	Unit#A011, 509 Bayfield St.	Barrie	ON	L4M 4Z8	2,587

020456	0456	Pen Centre, ON	BT	Unit#14A+15, Hwy 406 & Glendale Avenue	St. Catharines	ON	L2T 2K9	4,162
020495	0495	Station Mall, ON	BT	Unit B002E, 75 Centennial Pkwy. N	Hamilton	ON	L8E 2P2	2,500
010174	0174	Timmins Square, ON	WH-CB	Unit #8, 1500 Riverside Drive	Timmins	ON	P4R 1A1	3,134
020174	0174	Timmins Square, ON	BT-CB	Unit #8, 1500 Riverside Drive	Timmins	ON	P4R 1A1	2,550
010175	0175	Lindsay Square, ON	WH-CB	Unit#25-27, 401 Kent Street	Lindsay	ON	K9V 4Z1	3,095
020175	0175	Lindsay Square, ON	BT-CB	Unit#25-27, 401 Kent Street	Lindsay	ON	K9V 4Z1	2,394
010005	0005	Garden City Shopping Centre, MB	WH	2305 McPhillips St	Winnipeg	MB	R2V 3E1	2,541
010006	0006	Corral Centre, MB	WH	828 18Th St N	Brandon	MB	R7A 7S1	2,510
010007	0007	Otineka Mall, MB	WH	Highway 10 N	The Pas	MB	R9A 1R8	2,550
010010	0010	Kildonan Place, MB	WH	1555 Regent Ave	Winnipeg	MB	R2C 4J2	2,587
010011	0011	Flin Flon, MB	WH	123 Main Street	Flin Flon	MB	R8A 1J9	2,500
010016	0016	City Centre Mall, MB	WH	300 Mystery Lake Road	Thompson	MB	R8N 0M2	2,903
010017	0017	Winkler, MB	WH	955 Main St N	Winkler	MB	R6W 4A8	2,837
010022	0022	St Vital Mall, MB	WH	1225 St Mary'S Road	Winnipeg	MB	R2M 5E5	3,000
010034	0034	Kenora, ON	WH	86-1225 St. Mary's Road	Winnipeg	MB	R2M 5E5	2,443
010065	0065	Dryden, ON	WH	25 Whyte Avenue	Dryden	ON	P8N 1Z2	
010165	0165	Brandon Shoppers Mall, MB	WH-CONV	Unit#10, 1570 18th St	Brandon	MB	R7A 5C5	2,700
010202	0202	Dauphin Market Place, MB	WH	1450 Main St S	Dauphin	MB	R7N 3H4	3,724
020510	0510	Polo Park, MB	BT	Unit#L132C, 1485 Portage Avenue	Winnipeg	MB	R3G 0W4	3,978
020511	0511	St. Vital Centre, MB	BT	Unit #71A, 1225 St. Mary's Road	Winnipeg	MB	R2M 5E5	1,652
010008	0008	Clearspring Centre, MB	WH	178 Pth 12 N	Steinbach	MB	R5G 1T7	2,394
010030	0030	Selkirk Crossing, MB	WH	1014 Manitoba Ave	Selkirk	MB	R1A 4M2	3,150
010124	0124	Truro Mall, NS	WH	245 Robie Street	Truro	NS	B2N 1L1	3,100
010125	0125	Highland Square Mall, NS	WH	689 Westville Road	New Glasgow	NS	B2H 2J6	5,280
010140	0140	Avalon Mall, NL	WH	48 Kenmount Rd	St. John'S	NL	A1E 1W3	3,200
010143	0143	Corner Brook Plaza, NL	WH	44 Maple Valley Road	Corner Brook	NL	A2H 6L8	3,602
010146	0146	Exploits Valley Mall, NL	WH	19 Cromer Ave	Grand Falls-Windsor	NL	A2A 2K5	2,646
010149	0149	Yarmouth Mall, NS	WH	76 Starrs Rd	Yarmouth	NS	B5A 2T5	3,066
010150	0150	Gander Mall, NL	WH	32 132 Bennett Dr	Gander	NL	A1V 2H2	4,196

010152	0152	Stephenville Mall, NL	WH	42 Queen Street	Stephenville	NL	A2N 3A7	4,150
010161	0161	Regent Mall, NB	WH- CONV	Unit#E1A, 1381 Regent Mall	Fredricton	NB	E3C 1A2	2,543
010162	0162	Micmac Mall, NS	WH- CONV	Unit #178,180,181, 21 Micmac Blvd	Dartmouth	NS	B3A 4K6	3,004
010200	0200	Portage La Prairie, MB	WH	2352 Sissons Drive	Portage La Prairie	MB	R1N 0G5	3,394
020092	0092	Avalon Mall, NL	BT	Unit #178,180,181, 48 Kenmount Road	St. John's	NL	A1B 1W3	4,500
020094	0094	Corner Brook Plaza, NL	BT	Unit #25, 54 Maple Valley Blvd	Corner Brook	NL	A2H 6LB	2,519
010036	0036	Parkwood Place, BC	WH	1600 15Th Ave	Prince George	BC	V2L 3X3	2,232
010039	0039	Whitehorse, YT	WH	36 Chilkoot Way	Whitehorse	YT	Y1A 6T5	3,663
010079	0079	Waneta Plaza, BC	WH	8100 Rock Island Hwy	Trail	BC	V1R 4N7	3,693
010122	0122	Woodgrove Centre, BC	WH	6631 Island Hwy N	Nanaimo	BC	V9T 4T7	2,674
010137	0137	Hillside Shopping Centre, BC	WH	1644 Hillside Ave	Victoria	BC	V8T 2C5	2,428
010169	0169	Seven Oaks, BC	WH- CONV	Unit#110, 32900 South Fraser Way	Abbotsford	BC	V2S 5A1	2,992
010213	0213	Chilliwack Mall, BC	WH	45585 Luckakuck Way	Chilliwack	BC	V2R 1A1	3,200
010216	0216	Langford, BC	WH	Unit 111 - 2945 Jacklin Road	Langford	BC	V9B 5E3	2,925
020847	0847	Waneta Plaza, BC	BT	Unit#120, 8100 Rock Island Highway	trail	BC	V1R 4N7	3,040
020874	0874	Pine Centre, BC	BT	Unit #68/69, 3055 Massey Drive	Prince George	BC	V2N 2S9	3,551
020900	0900	Woodgrove Centre, BC	BT	Unit#67C, 6631 Island Highway North	Nanaimo	BC	V9T 4T7	4,147
020901	0901	Coquitlam Centre, BC	BT	Unit#2818, 2929 Barnet Highway	Coquitlam	BC	V3B 5R5	2,704
020916	0916	Willowbrook Shopping Centre, BC	BT	Unit#307, 19705 Fraser Highway	Langley	BC	V3A 7E9	2,704
010033	0033	Whitcourt, AB	WH	5004B Dahl Drive	Whitcourt	AB	T7S 1X6	2,660
010054	0054	Dodson Plaza, AB	WH	4341 50 Street	Drayton Valley	AB	T7A 1M4	3,577
010081	0081	La Crete, AB	WH	9704 - 100 St	La Crete	AB	T0H 2H0	2,744
010098	0098	Tri Ciy Mall, AB	WH	6503 51 Street	Cold Lake	AB	T9M 1C8	3,194
010120	0120	High Level, AB	WH	10017 100Th Street	High Level	AB	T0H 1Z0	2,944
010128	0128	Parks West Mall, AB	WH	900 Carmichael Lane	Hinton	AB	T7V 1Y6	2,870
010142	0142	Lac La Biche, AB	WH	10115 101 Avenue	Lac La Biche	AB	T0A 2C0	3,365
010210	0210	Slave Lake, AB	WH	1500 Main St Sw	Slave Lake	AB	T0G 2A4	2,800
010233	0233	Rocky Mountain House, AB	WH	5207 48Th Street	Rocky Mountain House	AB	T4T 0B1	4,037

010234	0234	Peace River, AB	WH	9917 78 Street	Peace River	AB	T8S 0A3	3,896
010180	0180	Duggan Mall, AB	WH-CB	Unit #8+9, 6601-48th Avenue	Camrose,	AB	T4V 3G8	3,347
020180	0180	Duggan Mall, AB	BT-CB	Unit #8+9, 6601-48th Avenue	Camrose,	AB	T4V 3G8	3,342
010009	0009	Lloyd Mall, AB	WH	5211 44 Street	Lloydminster	AB	T9V 0A7	2,508
010061	0061	St Albert Centre, AB	WH	375 St Albert Trail	St. Albert	AB	T8N 3K8	3,000
010108	0108	Spruce Grove, AB	WH	96 Campsite Road	Spruce Grove	AB	T7X 4J3	3,547
010115	0115	Leduc Common, AB	WH	5209 Discovery Way	Leduc	AB	T9E 8N4	2,917
010116	0116	Edmonton West, AB	WH	18461 Stony Plain Road Nw	Edmonton	AB	T5S 2V9	2,598
010131	0131	Emerald Hills Centre, AB	WH	5000 Emerald Drive	Sherwood Park	AB	T8H 0P5	2,900
010154	0154	West Edmonton Mall, AB	WH	8882 170 Street Nw	Edmonton	AB	T5T 3J7	2,923
010168	0168	Sherwood Park Mall, AB	WH-CONV	Unit# 50, 2020 Sherwood Drive	Sherwood Park	AB	T8A 3H9	3,100
010173	0173	Londonderry Mall, AB	WH-CONV	1 Londonderry Mall NW	Edmonton	AB	T5C 3C8	3,218
020237	0237	Sherwood Park Mall, AB	BT	Unit# 50, 2020 Sherwood Drive	Sherwood Park	AB	T8A 3H9	4,006
020668	0668	Lloyd Mall, AB	BT	Unit#169, 5211-44th Street	Lloydminster	AB	T9V 0A7	3,916
020689	0689	West Edmonton Mall, AB	BT	Unit#H-135, 8882-170th Street	Edmonton	AB	T5T 4J2	2,318
020706	0706	Kingsway Mall, AB	BT	Unit# 219, 109th Street & Kingswa	Edmonton	AB	T5G 3A6	3,411
010032	0032	Totem Mall, BC	WH	9600 93 Ave	Fort St. John	BC	V1J 5Z2	2,750
010035	0035	Spall Plaza, BC	WH	1950 Harvey Ave	Kelowna	BC	V1Y 8J8	3,606
010046	0046	Kamloops, BC	WH	1055 Hillside Drive	Kamloops	BC	V2E 2S5	2,861
010047	0047	West Park Mall, BC	WH	155 Malcolm Dr	Quesnel	BC	V2J 3K2	3,013
010102	0102	Dawson Creek Mall, BC	WH	11000 8 St	Dawson Creek	BC	V1G 4K6	2,902
010117	0117	Cherry Lane Shopping Centre, BC	WH	2111 Main St	Penticton	BC	V2A 6W6	3,210
010170	0170	Orchard Park, BC	WH-CONV	Unit #1120, 2271 Harvey Avenue	Kelowna	BC	V1Y 6H2	3,590
010171	0171	Village Green, BC	WH-CONV	Unit #120, 4900-27th Street	Vernon	BC	V1T 7G7	3,245
010172	0172	Aberdeen Mall, BC	WH-CONV	Unit #204, 1320 West Trans Canada Hwy	Kamloops	BC	V1S 1J2	2,857
010205	0205	Williams Lake, BC	WH	1185 Prosperity Way	Williams Lake	BC	V2G 0A6	3,560
010212	0212	Tamarack Centre, BC	WH	1500 Cranbrook St N	Cranbrook	BC	V1C 3S8	3,066
010182	0182	Piccadilly Place, BC	WH-CB	Unit #151, 1151-10th Avenue SW	Salmon Arm	BC	V1E 1E5	2,960

020182	0182	Piccadilly Place, BC	BT-CB	Unit #151, 1151-10th Avenue SW	Salmon Arm	BC	V1E 1E5	3,040
010018	0018	Parkland Mall, SK	WH	277 Broadway St E	Yorkton	SK	S3N 3G7	2,064
010029	0029	Regina East, SK	WH	2130 Prince Of Wales Dr	Regina	SK	S4V 3A6	3,213
010037	0037	Town N Country Mall, SK	WH	1235 Main St N	Moose Jaw	SK	S6H 6M4	3,636
010113	0113	Weyburn, SK	WH	106 Railway Ave	Weyburn	SK	S4H 0A2	3,585
010129	0129	Humboldt Commons, SK	WH	1919 - 8Th Avenue	Humboldt	SK	S0K 2A0	2,987
010166	0166	Southland Mall, SK	WH-CONV	Unit#124, 2965 Gordon Road	Regina	SK	S4S 6H7	2,480
010207	0207	Prince Albert, SK	WH	800 15Th St E	Prince Albert	SK	S6V 8E3	3,586
010209	0209	Lawson Heights Mall, SK	WH	134 Primrose Drive	Saskatoon	SK	S7K 5S6	2,686
010217	0217	Estevan Shopper'S Mall, SK	WH	400 King Street	Estevan	SK	S4A 2B4	2,541
010178	0178	Victoria Square, SK	WH-CB	Unit#T30,T31, 2223 Victoria Avenue E	Regina	SK	S4N 6E4	2,800
020178	0178	Victoria Square, SK	BT-CB	Unit#T30,T31, 2223 Victoria Avenue E	Regina	SK	S4N 6E4	3,207
010028	0028	Northern Lights Shopping Centre, AB	WH	9521 Franklin Ave	Fort McMurray	AB	T9H 3Z7	3,550
010167	0167	Gateway Mall, SK	WH-CONV	Unit#191, 1403 Central Avenue	Prince Albert	SK	S6V 7J4	3,084
010204	0204	Grande Prairie, AB	WH	11801 100 St	Grande Prairie	AB	T8V 3Y2	3,831
020593	0593	Lawson Heights, SK	BT	Unit#5, 134 Primrose Drive	Saskatoon,	SK	S7K 5S6	3,480
020599	0599	Midtown Plaza, SK	BT	Unit#T254A, 201 - 21st Street E	Saskatoon	SK	S7K 1J5	2,903
020736	0736	Prairie Mall, AB	BT	Unit#118/119, 11801-100th Street	Grande Prairie	AB	T8V 3Y1	3,217
020748	0748	Peter Pond, AB	BT	Unit #2110, 9713 Hardin Street	Fort McMurray	AB	T9H 1L2	3,413
010177	0177	Frontier Mall, SK	WH-CB	Unit#13, 11413 Railway Avenue E	North Battleford	SK	S9A 3G8	3,011
020177	0177	Frontier Mall, SK	BT-CB	Unit#13, 11413 Railway Avenue E	North Battleford	SK	S9A 3G8	4,727
010044	0044	Skeena Mall, BC	WH	4741 Lakelse Ave	Terrace	BC	V8G 1R5	2,893
010103	0103	Rupert Square Shopping Centre, BC	WH	500 2Nd Ave W	Prince Rupert	BC	V8J 3T6	3,347
010220	0220	Smithers, BC	WH	1249 Main Street	Smithers	BC	V0J 2N0	3,988
010238	0238	Outlet Collection Winnipeg	WH	555 Sterling Lyon Parkway	Winnipeg	MB	R3P 1J9	3,079
010239	0239	Burlington Centre	WH	777 Guelph Line	Burlington	ON	L7R 3N2	3,432
010240	0240	Seaway Mall	WH	800 Niagara Street	Welland	ON	L3C 5Z4	2,370

134		All Stores						